

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Allowing Audio Amplification)
for the Wapato Valley Church Event at Big)
Eddy Park) **ORDER NO. 29- 2015**

WHEREAS, the Columbia County Forest, Parks and Recreation Rules and Regulations prohibit the use of audio amplification in any County Park, including Big Eddy, without the express permission of the Board of County Commissioners; and

WHEREAS, the Wapato Valley Church has reserved all of the camp sites at Big Eddy Park for July 31 to August 2, 2015, as shown on their Facility Use Application and Agreement, attached hereto as Exhibit A and incorporated herein by this reference; and

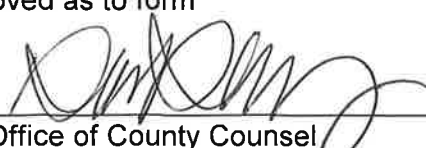
WHEREAS, the Wapato Valley Church has requested a waiver of the Parks rule prohibiting audio amplification in order to amplify music and guest speakers on the evenings of July 31st and August 1st and speakers and worship services on the morning of August 2nd, as described in Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, the Columbia County Parks Department recommends that the Board grant a waiver of the no-amplification rule provided that all amplified sound be directed toward Highway 47, away from neighboring residences, and that amplification not be allowed after sundown.


NOW, THEREFORE, IT IS HEREBY ORDERED that the Wapato Valley Church is granted permission to use audio amplification for their event at Big Eddy Park on July 31st through August 2nd, as described in Exhibits A and B, subject to the following conditions:

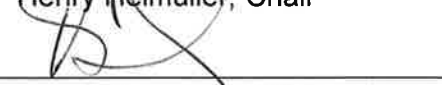
- 1) Audio amplification shall be directed toward Highway 47, away from neighboring residences; and
- 2) Audio amplification shall not be permitted after sundown.

DATED this 10th day of June, 2015.

Approved as to form
By:  _____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:  _____
Henry Heimuller, Chair

By:  _____
Anthony Hyde, Commissioner

By:  _____
Earl Fisher, Commissioner

Ready

COLUMBIA COUNTY FORESTS, PARKS AND RECREATION

FACILITY USE APPLICATION & AGREEMENT

Return to: Columbia County Forests, Parks and Recreation, 1054 Oregon Street, St. Helens, OR 97051

APPLICATION & PERMIT FOR FACILITY USE	
Full Name: <u>Wapato Valley Church</u>	Organization: <u>Wapato Valley Church</u>
Address: <u>P.O. Box 570</u>	Phone (h): <u>—</u> (w): <u>503-985-3351</u> (c): <u>971-832-1156</u>
City: <u>Gaston</u> State: <u>OR</u> Zip Code: <u>97119</u>	E-mail: <u>frontdesk@wapatovalley.org</u>
EVENT INFORMATION	
Type (wedding, organized group camp, etc.)	Estimated Attendance: <u>70-85</u>
Arrival Date and Time: <u>July 31, 2015 @ 2 pm or later</u>	Departure Date and Time: <u>Aug 2, 2015 by noon</u>
Do you plan to serve alcohol? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you plan to sell alcohol? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, when (date and time)? <small>NOTE: Alcohol is not allowed at park facilities without prior approval. To serve alcohol, you must sign the following Rental Conditions Agreement and submit proof of the required insurance which is accepted/approved by County Counsel.</small>	Contact Person (day/s of event): <u>Susan Dixon</u> Contact Person Phone #: <u>971-832-1156</u>
REQUESTED PARK OR FACILITY <u>Hudson-Parcher Park</u>	REQUESTED AREA(S) RESERVED <u>See email invoice</u>

Car to follow

I certify that the above information is true and accurate.

Applicant Signature: Susan J Dixon

Date: 7-24, 2015

RENTAL CONDITIONS AGREEMENT

In consideration of permission to use the park facility, the applicant agrees to the following terms and conditions:

1. General
 - a) Reservations will be accepted on a first-come, first-served basis.
 - b) A reservation request will not be accepted and processed without a thoroughly completed application.
 - c) Reservations will be confirmed only after County staff have approved the application.
2. Rental Fee
 - a) Refer to "Facility Reservation Rates" sheet for fees or contact Columbia County Parks for fee information.
 - b) Rental fee is due at the time of reservation.
 - c) Cancellation Terms: **Group Camping Fees (equal to one night's stay) are non-refundable. Wedding packages are non-refundable. A \$10.00 handling fee will be deducted from all refunds.**
3. Insurance Requirement – The Applicant must have liability insurance for the entire event and must provide proof of insurance satisfactory to the County as described in the attached "Insurance Requirements - Frequently Asked Questions" **at least 60 days prior to your event.**
4. Activities Requiring Board of Commission Approval
 - a) Proposed activities deemed hazardous by Columbia County park staff will require the approval of the Columbia County Board of Commissioners before being allowed in the requested park site.

Rec'd 5/4/15

5. Compliance With Columbia County Park Rules
- a) Columbia County reserves the right to establish rules for the use and occupancy of park sites and facilities covered by this application.
 - b) The Applicant agrees to comply with the established park rules and insure that guests/invitees are made aware of and also comply with the park rules.

6. Hold Harmless Agreement

"I, the undersigned applicant, agree to release, defend, indemnify and hold harmless Columbia County, its officers, agents, and employees, successors and assigns from all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney fees, that Columbia County, its officers, agents, and employees, successors and assigns may sustain or incur on account of: 1) any damage to or destruction of any property that Columbia County may own or in which it may have an interest; 2) any damage to or destruction of any property belonging to any other person, firm or corporation; and 3) injury to or death of any person or persons as a result of any errors or omissions or other negligent, reckless or intentionally wrongful acts of Applicant, its officers, agents, and employees, members and/or invited guests arising in any manner out of Applicant's use of such facilities."

7. Notice pursuant to ORS 105.688

Any fee paid as part of this application is for the reservation of the specific area, at the specific time, and for the specific recreational use identified in this application. Pursuant to ORS 105.682 and ORS 105.688(4), Columbia County is not liable in contract or tort for any personal injury, death or property damage that arises out of the use of the park for any other recreational purposes, during any other time, or in any other area of the park.

By signing this application I certify that I have read and understand the terms and conditions of this agreement.

Applicant Signature: Susan Dejo Date: 4-24, 2015

Columbia County
Forests, Parks and Recreation Director: [Signature] Date: 05/06, 2015

OFFICE USE ONLY

Rental Fee: \$ _____ Deposit Received: \$ _____ Date: _____, 20__

Use Approved: Use Denied: By: GC Date: 05/06, 2015

Proof of insurance received and accepted this _____ day of _____, 20__.

Office of County Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY;
4/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
James Reed & Assoc. Insurance
915 Lancaster Dr. SE
Salem, OR 97301

CONTACT NAME **Bailey Talbot**
PHONE (A/C, No, Ext) **(503) 588-8228** FAX (A/C, No) **(503) 588-9440**
E-MAIL ADDRESS

INSURED **Wapato Valley Church**

 PO Box 570
Gaston, OR 97119

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A	Brotherhood Mutual Ins Co	
INSURER B		
INSURER C		
INSURER D		
INSURER E		
INSURER F		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 REDUCED BY PAID CLAIMS.

SR TH	TYPE OF INSURANCE	ADOL INSR	SUBR MYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		36M5A0354727	09/16/12	09/16/15	EACH OCCURRENCE \$ 1,000,000 ✓
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COM/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTIONS \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER
	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Columbia County, its officers, agents and employees are named as Additional Insureds with respect to the Family Camp-Out to be held at Hudson-Parcher Park July 31st - August 2nd, 2015.

CERTIFICATE HOLDER CANCELLATION

Columbia County, Oregon
230 Strand, Room 318
St. Helens, OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bailey Talbot

Reed 4/21/15

This Liability Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental, or Additional) will apply to an **occurrence** and any **related loss**. This endorsement is attached to and made part of the policy.

**THIS INSURANCE ENDORSEMENT FORMS PART OF YOUR POLICY CONTRACT.
PLEASE READ IT CAREFULLY**

COMMERCIAL LIABILITY COVERAGE PROVISION MODIFICATION

DESIGNATED ADDITIONAL INSURED(S)

AGREEMENT

We provide the modified coverage described in this endorsement (BGL-150), but only if it is properly designated in the **declarations**, and only with respect to the Additional Insured(s) designated on the schedule(s) attached to this endorsement

Waiver of Subrogation Rights - An **Insured** may waive **our** right to recover against an Additional Insured named in an endorsement properly designated in the **declarations**, provided the waiver is made on a properly issued Certificate of Insurance and is issued before an **occurrence** takes place.

PROVISION MODIFICATION

With respect to the Additional Insured(s) and the Applicable Coverages designated on any schedule attached to this endorsement, Condition 7 of the Conditions section of the Commercial Liability Coverage Form (GL-100) and Condition 11 of the Conditions section of the Liability and Medical Coverage Form (BGL-11) are deleted and replaced by the following:

7. Subrogation Rights - If **we** make payment under any liability coverage or any medical coverage, **we** reserve the right to require from all applicable **Insureds**, and from anyone to whom or on whose behalf **we** pay, an assignment of their right of recovery. Upon **our** request, such person or entity must transfer to **us** their right of recovery against any party responsible for the injury, and must assist **us** in **our** attempt to recover any amounts **we** have paid under the liability coverage or the medical coverage. **We** are not liable under any liability coverage or any medical coverage if any person has impaired **our** right to recover.

11. Additional Insureds - With respect to any person or entity shown on any schedule attached to the Commercial Liability Coverage Provision Modification - Designated Additional Insured(s) endorsement (BGL-150), we will provide the Applicable Coverages shown on any applicable schedule to the Additional Insured named in that particular schedule. Any Applicable Coverages shown on the schedule are provided only to the extent that any Additional Insureds shown on any applicable schedule are legally liable for the acts of **you, your leader, your employee or your appointed person**, as defined in relation to an Applicable Coverage shown on that particular schedule. Any Applicable Coverages granted to an Additional Insured by this endorsement and attached schedule(s) are strictly subject to the **terms** of the policy.

The **limit** of coverage provided to any Additional Insured(s) designated on any schedule attached to this endorsement will be the lesser of:

- a. the **limit** shown on the particular schedule for any Applicable Coverage provided to that

This Liability Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental, or Additional) will apply to an **occurrence** and any **related loss**. This endorsement is attached to and made part of the policy.

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11. Additional Insureds - With respect to any person or entity shown on any schedule attached to the Commercial Liability Coverage Provision Modification - Designated Additional Insured(s) endorsement (BGL-150), we will provide the Applicable Coverages shown on any applicable schedule to the Additional Insured named in that particular schedule. Any Applicable Coverages shown on the schedule are provided only to the extent that any Additional Insured(s) shown on any applicable schedule are legally liable for the acts of **you, your leader, your employee or your appointed person**, as defined in relation to an Applicable Coverage shown on that particular schedule. Any Applicable Coverages granted to an Additional Insured by this endorsement and attached schedule(s) are strictly subject to the **terms** of the policy.

The **limit** of coverage provided to any Additional Insured(s) designated on any schedule attached to this endorsement will be the lesser of:

- a. the **limit** shown on the particular schedule for any Applicable Coverage provided to that

Additional Insured; or

- b. the amount of coverage required to be provided to the Additional Insured under any applicable contract or agreement;

except that the **limit** of coverage provided by this endorsement shall never be greater than the limits indicated on the **declarations**

The **limit** of coverage that applies to the Additional Insured will be a shared **limit** of coverage (shared with all other **insureds** under the Applicable Coverage of the policy). Nothing in this provision will act to increase any **limit** of the policy.

No coverage will be provided to any Additional Insured in relation to:

- a. any liability incurred by an Additional Insured, other than tort liability; or
- b. liability that is incurred prior to the date that **we** provide an applicable coverage to **you**, or that is incurred after a previously-applicable coverage terminates; or
- c. any independent acts, errors or omissions of any Additional Insured.

Any coverage provided to the Additional Insured designated on the schedule in this endorsement will be primary and non-contributory in relation to other insurance provided to them on a primary basis by another policy.

Nothing in this endorsement will act to increase any **limits** of coverage, or to in any way modify any **terms** of the policy other than the **terms** specified herein.

LIMITATION

The coverage provided by this endorsement does not apply to liability arising solely out of the activity of any additional insured, or arising out of any operations other than **your** operations.

OTHER PROVISIONS

All other provisions of the applicable Commercial

Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverages of this endorsement, unless otherwise modified herein.



Golson, Teresa <teresa.golson@co.columbia.or.us>

Family Camp July 31- Aug. 2

1 message

Susan Dixon <sdixon@wapatovalley.org>
To: Teresa Golson <Teresa.Golson@co.columbia.or.us>

Wed, May 27, 2015 at 12:42 PM

Hi Teresa,

I checking to see if we are up to date with everything. I believe I mailed (not e-mailed) the insurance papers to you a month back.

We also need to request amplification permission as we have done the past 3 years. Here is the request:

"Dear Columbia County Parks,

Wapato Valley Church requests the use of amplification during our visit to Hudson-Parcher Park on July 31 - Aug. 2, 2015.

We wish to set up near site #19 , since it is near a play area and most of our tent campers are right there. We wish to use it for about an hour early Friday evening for a time of music and welcome, again on Saturday evening for about 1 1/2 hours (before dark) for a guest speaker after dinner, and finally on Sunday morning after breakfast for a speaker/worship service (1 1/2 hours).

We would keep the volume at an appropriate level so as not to disturb any other campers in the area. We appreciate your consideration.

Thank you,
Susan Dixon"

--
Susan Dixon
Office Administrator
Wapato Valley Church, 212 Front St. Gaston, OR
503-985-3351
www.wapatovalley.org