

PERMIT AND HOLD HARMLESS AGREEMENT
for use of Columbia County Facilities

THIS AGREEMENT is by and between **City of St Helens, Oregon**, hereinafter referred to as "Permittee," and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County," for the use of a County Facility, as follows:

Name of Facility: Courthouse Plaza.

Address of Facility: Columbia County Courthouse, 230 Strand St, St Helens, Oregon

Name of Event: Holidays in St Helens

Description of the Event: Holiday decorations for the Plaza with a Tree Lighting Event on December 13, 2025.

Date and Time of the Event: City shall have shared use of the Plaza for decorations from November 19, 2025 through January 11, 2026. City shall have exclusive use of the Plaza on December 13, 2025 10:00am through 11:59 pm for the Tree Lighting Event. Except for the Tree Lighting Event, vehicular access around the Plaza shall be maintained.

In consideration of the permission given by County for Permittee to use the County Facility for the above-described Event, Permittee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising in any manner out of the use of such facilities by Permittee, its officers, agents, employees, members or invited guests.

In addition, Permittee agrees to provide a certificate of insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Permittee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds at least 5 days in advance of the event. Such certificate or certificates shall be accompanied by an additional insured endorsement containing the same language. Permittee shall notify County immediately if any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

This permit is subject to the following conditions:

1. Permittee shall keep the County Facility free of all trash and detritus. This includes, but is not limited to:
 - a. Maintaining adequate trash and recycling containers. Such containers shall be equipped with fully closeable lids and shall be fully closed, unless being immediately filled or emptied. All trash shall be placed in the approved containers, and the contents shall be prevented from dropping, shifting, leaking, being blown by the wind or otherwise escaping onto County property.

- b. Emptying all trash and recycling containers at a sufficient frequency to prevent overflow or excessive odor.
 - c. Regular patrolling of the Facility for loose garbage, debris and unsafe conditions.
2. Permittee shall comply with any Oregon Health Authority guidance applicable to the events which can be found at oha.gov.
 3. At the conclusion of the event Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at its own expense. This shall be completed no later than 11:59 p.m. on the last day of the event (January 11, 2026).
 4. Permittee agrees to repair any damage to County property caused by Permittee, its officers, agents, employees and invited guests arising out of the activities under this Permit.

Permittee acknowledges that in the interest of public health, safety or welfare, the County may, at its sole discretion, revoke this permit and/or require removal of equipment or other personal property from County property. Unless otherwise agreed to in writing, this permit does not entitle the permittee to exclusive use of County property, nor does it entitle permittee to sublet or charge a fee for use of County property.

PERMITTEE:

City of St Helens
 265 Strand St
 St Helens, Oregon 97052

By: , City Administrator
 (Signature of Authorized Representative)

Name: John Walsu
 (Name of Authorized Representative)

Date: 11/17/2025

BOARD OF COUNTY COMMISSIONERS FOR
 COLUMBIA COUNTY, OREGON:

By: 
 Riley Baker, General Services Director

Date: 11-19-25