

**PERMIT AND HOLD HARMLESS AGREEMENT**  
for use of Columbia County Facilities

THIS AGREEMENT is by and between **CITY OF ST. HELENS**, 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:

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**Name of Facility:** Courthouse Plaza, rose garden, visitor parking lot, and employee parking lot.

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

**Name of Event:** Halloweentown

**Description of the Event:** Permittee will have use of the listed facilities for Halloweentown events.

**Date and Time of the Event:** 8 a.m. September 15, 2024 through 11:59 p.m. November 8, 2024

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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 least daily but more frequently if needed to prevent overflow or excessive odor.
  - c. Regular patrolling of the Facility for loose garbage and debris.
2. Permittee shall have use of the plaza and rose garden for the duration of the event. Permittee may also keep a single row of port-a-potties along the border between the rose garden and visitor parking lot which shall remain unlocked between the hours of 9am and 9pm. Port-a-potties shall be maintained on a regular basis sufficient to keep them clean, usable and free from excessive odor.
3. Permittee shall have use of the visitor and employees parking lot starting on September 28, 2024, through October 27, 2024, on the following schedule:

Fridays from 4:00pm until 9:00pm  
Saturday from 10:00am until 9:00pm  
Sundays from 10:00am-9:00pm

During these hours Permittee may require a permit for or otherwise restrict parking on up to 5 slots in the visitor lot only. No fee may be charged for use of either parking area. Permittee further agrees to remove all equipment, personal property, trash or other debris from the visitor and employee parking lots no later than 8 a.m. on the Monday following each weekend they are available for Permittees use.

4. Permittee shall setup and conduct their event in a manner that does not obstruct the ongoing construction taking place at the Columbia County Courthouse and Courthouse Annex. This includes leaving in place all construction fencing and barricades.
5. Permittee shall comply with any Oregon Health Authority guidance applicable to the events which can be found at oha.gov.
6. Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at its own expense at the conclusion of each day the event is open to the public and no later than 8 a.m. on the following morning.
7. 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.
8. 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 Street  
St. Helens, Oregon 97051

BOARD OF COUNTY COMMISSIONERS FOR  
COLUMBIA COUNTY, OREGON:

By:   
(Signature of Authorized Representative)

By: \_\_\_\_\_  
Chair

Name: John Walsh City Administrator  
(Name of Authorized Representative)

Date: \_\_\_\_\_

Date: 9/3/2024