WASHINGTON COUNTY PARKS
Park Office Phone: 503-846-7000
Park Fax: 503.359.0223
Email: parks@co.washington.or.us

Mailing Address: Washington County Parks
50250 SW Scoggins Valley Road
Gaston, OR 97119

Scoggins Valley Park Special Event Permit Application

Applications must be submitted no less than 120 days prior to event
Please Make Checks Payable to Washington County Parks
Application Fee $500.00

APPLICANT INFORMATION

Name of event: _____

Name of primary contact: _____

Name of organization: _____

Mailing address: _____

City _____ State _____ Zip _____

Daytime Phone Number _____ Cell Phone _____

E-Mail Address _____ Website _____

EVENT INFORMATION

☐ **New event** ☐ **Returning event**

Type of event: ☐ Run/Walk Only ☐ Fishing ☐ Boating ☐ Bike Only

☐ Swim Only ☐ Multisport ☐ Other ☐ Fundraiser/Charity

Date: _____ Hours: _____

Set up date/time: _____ Breakdown date/time: _____

Event Description: Please provide a brief description of the event.

_____

_____

_____

_____

_____

Estimated Number of Vehicles: Autos_____ Boats_____Bikes_____Others _____

Number of People Expected to Attend: Participants_____Staff_____

Spectators_____ Volunteers_____ Others_____

EVENT LOCATION

Area of the Park requested for use (check all that apply): ☐ Lake/boat ramp(C-Ramp)

☐ Lake/boat ramp(Eagle Point) ☐ Misc. park grounds ☐ C-Ramp Pavilion

☐ C-Ramp (other) ☐ Sain Creek Pavilion ☐ Sain Creek (other) ☐ Trail

☐ Scoggins Valley Road/West Shore Drive ☐ Other (please describe) _____

Corresponding use maps MUST accompany application

All special events must be pre-approved by the Washington County Parks Division prior to the event date.

Cancellation Fee Policy

Advance notice 60 days or more - $125.00
Advance notice 30-59 days - $250.00
Advance notice under 30 days - $500.00

PERMITS

Those events requiring use of the road, traffic control, crowd control, or other special services may have additional cost and will require obtaining additional permits from other County departments and external agencies. Parks will notify applicants if additional permits are required and will assist applicants on obtaining them. Copies of permits are due back to Parks 120 days before the event date.

- Washington County Land Use & Transportation (Road Use) www.co.washington.or.us/LUT/Divisions/Operations/Permits/EventPermits/index.cfm
- Oregon State Marine Board (if event utilizes the water or if course markers are placed on/in water) http://www.oregon.gov/osmb/info/Documents/Marine%20Events/ApplicationforMarineEventPermit.pdf
- O.L.C.C. (if alcoholic beverages will be sold or provided). If alcoholic beverages will be sold or provided, additional insurance will be provided by event sponsor which meets the minimum liabilities established by the current Oregon liquor laws and shall additionally insure Washington County and the U.S. Bureau of Reclamation. If bringing alcohol in on an individual basis, no permit is required. https://www.oregon.gov/olcc/Pages/service_permits.aspx
- Washington County temporary restaurant permit (if food will be prepared or served). http://www.co.washington.or.us/hhs/environmentalhealth/foodsafety/business/temporary-restaurant.cfm

Event organizer is responsible for all costs associated with the Oregon State Marine Board special event permit. Will lake be used? ☐ yes ☐ no
If yes, refer to above

INSURANCE & INDEMNIFICATION

A certificate of insurance **AND** the Additional Insured Endorsement must be provided at the time of application that;

1) Has a General Aggregate of $2,000,000, Each Occurrence $1,000,000, Damage to Rented Premises (Each Occurrence) $1,000,000, Personal & ADV Injury $1,000,000, Products – Comp/OP AGG $2,000,000, **AND**

2) Certificate of Endorsement must have verbiage;

"Additional Insured – Bureau of Reclamation, Department of the Interior, Washington County, OR and its Commissioners, agents, and employees"

Additionally, applicants must sign Terms & Conditions form, which will serve as the event permit. That document will include a "Hold Harmless" statement indemnifying Washington County. For your information, the Hold Harmless language is included below.

Indemnification and Hold Harmless

Subject to the conditions of the Oregon Constitution, Article XI, Section 9 and the Oregon Tort Claims Act (ORS 30.260 to 30.300), each of the parties agrees to indemnify, defend and hold harmless the other, its officers, directors, agents and employees from and against all claims, demands, obligations, causes of actions and lawsuits and all damages liabilities fines, judgments, costs and expenses associated therewith arising out of or in association with (i) the failure of the indemnifying party, its employees or agents to comply with the terms and conditions of this Agreement, (ii) the negligent acts or omissions of the indemnifying party, its employees, agents or subcontractor or (iii) the other parts use of the indemnifying party's marks as authorized by this Agreement.

EVENT DETAILS

1. **Describe any experience you have in similar events and/or concessions:**

_____

_____

_____

2. **Provide a site plan with specific details on how the event will utilize the park. Use attached map or an alternate version. Indicate, as applicable:**

- stages
- tents
- power generation
- water sources
- camping
- food and/or beverage vendors
- retail vendors
- portable toilets
- inflatable structures
- parking

3. Provide a detailed event course map indicating direction of travel start and end point and race plan: <u>Use attached map or an alternate version</u>.

- **safety personnel (staff/volunteer)**
- **water stations**
- **traffic control personnel**
- **traffic control devices**

4. Will any form(s) of temporary, directional markings (chalk, flags, ribbons, etc.) be used in the park (trails, roadways, parking lots, etc.)? ☐ yes ☐ no

Spray paint, spray chalk, nailing, stapling, markers, or signs to trees or park amenities is absolutely prohibited. Any markings or other mess left behind will be cleaned and billed to event organizer at $50 hr.

_____ **I have read and understand this requirement (please initial)**

How and where will the course be marked? Please describe route marking strategy, in specific detail:

_____

_____

_____

5. Attach or describe event parking control plan. Provide sufficient detail on where participants, spectators will park; include parking locations for RVs and oversize equipment. Use attached map or an alternate version.

_____

_____

For disbursement of parking passes, there are two available options:

- **Participants purchase at fee booth via ticketing machines** ☐
- **Pre-arrange with Parks to batch up front and pay for what is not returned** ☐

Washington County Parks will provide the event organizer and event staff with free parking passes based on total number of participants. (1-100 = 5 passes 101-250 = 10 passes 251+ = 20 passes). Participants are required to obtain valid daily parking passes at $7.00 per vehicle. Vehicles associated with events that are not displaying a valid parking pass are subject to receiving a parking citation.

_____ **I have read and understand this requirement (Please initial)**

<u>FINANCIAL INFORMATION</u>

In addition to the $500 application fee, Washington County Parks charge events 10% of *all* gross revenues (gross revenue includes food, drink, merchandise, etc.) for use of park and facilities. **Verification of revenues must accompany payment no later than 14 days after event.**

6. Will a participation fee be charged? ☐ yes ☐ no

Will event sell concessions, merchandise, or other on-site items? ☐ yes ☐ no
If yes, refer to pg. 2 for permit information

Are there any other sources of revenue? ☐ yes ☐ no

Will food be sold? ☐ yes ☐ no

Please describe any yes responses: (If yes a copy of catering license shall be provided to Parks)

_____

_____

UTILITY INFORMATION

7. If more than 50 people are expected to attend, describe how hand washing and portable toilet facilities will be provided. ***Note: One portable toilet unit per 50 people and at least 1 ADA accessible unit may be required.***

_____

_____

** Toilets must be removed immediately after event.*

8. Trash and recycling collection and removal are the sole responsibility of the event organizer. Event organizer shall develop a waste management plan and provide appropriate waste receptacle(s), i.e., dumpster / drop box, individual cans, as specified in the event permit. Please describe waste management plan and how waste flow will be managed:

_____

_____

_____

_____

** It is the responsibility of event organizer to ensure area used for event is cleaned during and after event. Any trash left behind will be cleaned by Park staff and billed to event organizer at $50 hr.*

_____I have read and understand this requirement (Please initial)

9. Will event require the use of Parks' potable water? ☐ yes ☐ no

10. Will event require the use of electrical outlets? ☐ yes ☐ no

11. Will a spider box be needed? ☐ yes ☐ no

12. Sound Amplification? ☐ yes ☐ no

Music should be suitable for the consumption of the general public. If this is a live band please detail who the band is, when they will be arriving & departing, and where they will be stationed during the event.

13. Will drones be used at the event? ☐ yes ☐ no **Total:_____**

Events wishing to use a drone will need to include a detailed flight/dive map to be approved prior to the event. There are restrictions on where drones can operate at SVP. Drone operators must be FAA certified and follow all FAA requirements for safe operation.

14. If event uses County road(s), there may be a requirement to provide certified flaggers or other traffic control devices at event expense. Event organizer is also responsible for any cost associated with road use permit. Will road be used?

☐ yes *If yes, refer to pg 2 for permit information* ☐ no

15. <u>Please include a summary page</u> detailing your security and medical emergency plan. This should include items such as location of first aid kits/stations, # of trained personnel, location of personnel, fire extinguishers, locations of ambulances, and given the communication limits of remote locations, strategies for communicating.

Event organizer will be responsible for the cost of additional law enforcement/security and medical/emergency resources and personnel as required by the event permit.

16. Are all staff and volunteers trained to implement an event emergency management plan? ☐ yes ☐ no

Please describe the implementation of the emergency management plan in detail:

_____

_____

_____

17. Event organizer is responsible for the cost of producing 2-3 (depending on event size) banners to be hung by the Park staff. Also, if the road will be used the event organizer must deliver 85 post- age paid letters or postcards to Park Office addressed to 'Hagg Lake Resident' informing them of the event details. The specifications for these items are listed below:

Banners:

- Banners turned into Park Office 3 weeks prior to event
- Size of each banner = 4' x 8'
- Grommet in each corner
- Name of event
- Date (i.e. July 0, 20XX; second Tuesday in July)
- Sans serif font
- Letter size = 4"
- No obscene or distasteful images or wording

Postcards required for events utilizing perimeter road:

- Must be received by Parks staff **AT LEAST 15 days prior to event.**
- 12 point, sans serif font
- Regarding content, please choose one of the following two options:
    - **Option 1:** Make postcard "reader friendly" with the first lines of information being: ***Name of event, location, date, time, and race direction***
      (clockwise/counter-clockwise around road)
    - **Option 2:** Utilize the following text:

Dear Hagg Lake Residents,

On (DATE), the perimeter road will be impacted by (EVENT NAME). The event will run from (START TIME) to (END TIME). Event participants will start at (LOCATION) and travel (DIRECTION – CLOCKWISE/COUNTER-CLOCKWISE). For more information, please visit (WEBSITE).

GENERAL PARK USE

18. Are you requesting overnight camping? Yes / No *If yes, Parks Superintendent will provide approval for camping on a case-by-case basis and defined approved sites. Please detail the quantity of RVs/trailers/campers/etc.*

_____

_____

19. Communication difficulties may arise in certain areas of the Park. Radios and cell phone service may not be available or reliable. How will event staff and volunteers communicate during the event?

_____

_____

CERTIFICATION: On behalf of _____,

(Event Name/Company Name/Individual Name)

I hereby certify that the information is accurate to the best of my knowledge.

Date: _____

Signature: _____

Print Name: _____

Please return the completed application, all supporting documentation, as well as the $500.00 application processing fee to the following address.

Mailing Address:
Washington County Parks Services
50250 SW Scoggins Valley Road
Gaston, OR, 97119
503-359-5732
parks@co.washington.or.us

Upon receipt of complete application materials (including payment and supporting documentation) the application will be reviewed and considered for permit issuance. The event is *not* considered approved until the *Terms and Conditions for a Special Event Park Use Permit* has been issued by Washington County Parks and signed by both parties.

WASHINGTON COUNTY SERVICES CONTRACT
WORKERS' COMPENSATION EXEMPTION CERTIFICATE

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box).

- ❑ SOLE PROPRIETOR
  - Contractor is a sole proprietor, and
  - Contractor has no employees, and
  - Contractor will not hire employees or subcontractors to perform this contract.

- ❑ CORPORATION - FOR PROFIT
  - Contractor's business is incorporated, and
  - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
  - Officers and directors will perform all work; Contractor will not hire other employees or subcontractors to perform this contract.

- ❑ CORPORATION - NONPROFIT
  - Contractor's business is incorporated as a nonprofit corporation, and
  - Contractor has no employees; all work is performed by volunteers, and
  - Contractor will not hire employees or subcontractors to perform this contract.

- ❑ PARTNERSHIP
  - Contractor is a partnership, and
  - Contractor has no employees, and
  - All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract, and
  - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

- ❑ LIMITED LIABILITY COMPANY
  - Contractor is a limited liability company, and
  - Contractor has no employees, and
  - All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract, and
  - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.

- ❑ OTHER - NO SUBJECT WORKERS
  - Contractor employs no "subject workers" as that term is defined in ORS 656.027.

_____	_____
Contractor Printed Name	Contractor Signature
_____	_____
Contractor Title	Date Signed

***NOTE:** Under OAR 436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

APPENDIX B

WORKERS' COMPENSATION INFORMATION AND FORMS

Oregon law (ORS 656.023) states that every employer employing one or more "subject workers" is required to adhere to the workers' compensation statutes. "Subject workers" are all employees except certain domestic workers, certain kinds of casual workers (people earning less than $200 in a 30-day period), and certain groups of employees covered by federal compensation programs (for example, Longshore and Harborworkers). Also excluded from the definition of subject workers are sole proprietors who qualify as independent contractors, partners who are not engaged in construction-related work and who qualify as independent contractors, and certain kinds of corporate officers who are directors of the corporation and have a substantial ownership interest in the corporation. Other workers excluded from the definition of subject workers are people performing services for room and board or other nominal compensation for religious, charitable, or relief organizations, foster parents, certain sports-related workers, and volunteers participating in certain ACTION programs for seniors.

Generally, most organizations with which the County contracts for services either by contract or purchase order will be required to provide proof of workers' compensation insurance coverage. The only exceptions to this requirement are likely to be found in contracts with individuals or partners who are independent contractors.

It is critical to obtain proof of workers' compensation insurance prior to allowing work to begin under the contract. By Oregon law (ORS 656.029), the person (in our case, the County) awarding the contract is responsible for providing workers' compensation insurance "unless the person to whom the contract is awarded provides such coverage for those individuals before labor under the contract commences." What this means is that if a worker employed by an agency with which the County contracts is injured and the contractor has failed to obtain workers' compensation coverage, the County would become the workers' compensation coverage provider for that workers' injury. The County, because it is self-insured, would pay for the workers' medical costs, any time lost from work, and compensation for any permanent disability. Depending on the severity of the injury, this could be quite costly.

The only way to protect the County from these kinds of losses is to require proof of workers' compensation coverage prior to executing and/or allowing work to begin under the contract. The proof of insurance must cover the start date of the contract. If the insurance coverage will expire during the term of the contract, the contract should specify that the contractor or its insurer will notify the County at least 30 days prior to the expiration of the coverage.

If your contractor is from out-of-state, you do not need to require them to purchase Oregon workers' compensation coverage. You must, however, require the contractor to show proof of workers' compensation coverage in his/her home state that includes extraterritorial coverage. The contractor's workers' compensation extraterritorial coverage must pay benefits due under Oregon law if those benefits are greater than those provided for in the home state.

Sometimes, the organization with which the County is contracting will be self-insured. That is, it will have received approval from the State to be its own workers' compensation insurer, rather than being required to purchase insurance. These self-insured employers are generally governments and other large employers that can provide guarantees of their ability to fund their workers' compensation obligations under the law. In these instances, the organization should be able to provide documentation of its self-insured status, either by providing a letter from a person authorized to make such representations (for example, the chief financial officer or risk manager) or by providing a copy of its State Certification of Compliance.

In some instances, contractors will maintain that they are exempt from the requirement to provide workers' compensation insurance. In order for this to be true, the contractors must be (1) sole proprietorships, (2) partnerships, or (3) corporate officers who are directors of the corporation and have a substantial ownership interest in the corporation (subject to certain limitations). Certain limited liability companies and non-profit corporations may also qualify for exemption. When labor or services are performed under the contract or purchase order, the contractor must qualify as an independent contractor.

Independent contractors are defined by Oregon law (ORS 670.600). Generally, an independent contractor is an individual or business entity that provides labor or services under its own direction and control, obtains its own business/professional licenses and registrations, furnishes its own tools or equipment, hires and fires its own employees, and is paid upon completion of a project or by retainer. In addition, an independent contractor must operate as a business: registering with the State if appropriate, filing business tax returns, and presenting itself to the public as an independently established business.

If a contractor states that (s)he is exempt from State requirements to provide workers' compensation coverage, the contractor must sign the "Certification Statement for Corporation or Independent Contractor" and "Workers' Compensation Exemption Certification" forms.

If a contractor is exempt from workers' compensation requirements, (s)he must provide the signed statement of exemption and certification statement to the County prior to any work being done on the contract. These forms, when signed prior to the commencement of the contract,

protect the County from having to pay for any workers' compensation claims that might be brought by employees hired by the contractor.

It is not clear whether the County would be protected from a workers' compensation claim if the County had knowledge that the contractor was not exempt, even though the statement of exemption had been signed. Therefore, in the event a County employee learns that a contractor who has signed the exemption certificate has one or more employees working under the contract, (s)he should contact Risk Management for assistance.