

# SPECIAL EVENT AGREEMENT

625 S College Ave College Place WA 99324 509-394-8550

www.cpwa.us

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## A) Do I need a permit?

The following Special Event Permit Application may be required for events occurring within the City of College Place impacting a public right-of-way, city owned property, vehicle or pedestrian traffic, general welfare or the overall safety and security of the community which requires, or may require services of the City. If you are planning an event, we encourage you to call for questions in determining whether your event requires a permit.

## The following are examples to help determine whether your event may need a permit:

- Anytime an event, party or activity expects to draw large crowds of people, in the public rightof-way (park, street etc.)
- Anytime an event is held on private property and the event affects or impacts the City, surrounding public or private property, or which may involve an improper use of the property under the City ordinances such as zoning restrictions, noise restrictions, temporary portable sign permits etc.
- Outdoor concert, performance and entertainment, public or semi-public, dance, or recreation event
- Circuses, carnivals, fairs, and festivals
- Farmer's markets and swap meets
- Athletic event including walks, runs, bicycle and vehicle races
- Organized/sponsored vehicle and boat shows
- Sales event outside the normal sales area of a business, such as a sidewalk and parking lot sales and other special promotions
- Fireworks display/show
- Street fair, craft show on a residential or commercial right-of-way which is likely to obstruct, delay or interfere with normal flow of pedestrian or vehicular traffic
- Outdoor amplified music
- Parades/marches, rallies, processions or mass gatherings
- Sale of consumption of alcoholic beverages

## B) Is there a timeline for a permit?

Yes – Applications for permits must be filed with the chief of police or designee not less than thirty (30) days in advance of the proposed special events activity. City of College Place Municipal code 12.04.040.

## C) Permit fee(s)

In accordance with <u>Chapter 12.04.050</u> of the College Place Municipal Code, a processing fee of fifty-dollars (**\$50.00**) must be submitted with the application.

Additional fees may be required through the use of city facilities, equipment, staffing or police services. All events occurring upon a city road will require the presence of a police officer through a supplemental law enforcement services contract. Additional police services may be rendered for security, safety and the general welfare of the community when it exceeds the sponsor's ability. Staffing will generally be determined and agreed upon prior to the approval of a permit.

## D) Do I need to purchase insurance for my event?

Yes – the city requires you to obtain and show proof of liability insurance for your event. Ordinance 12.04.075 requires the person or organization sponsoring the special events activity to obtain liability insurance.

A. The applicant shall show proof of liability insurance with primary coverage limits of: \$1,000,000 general aggregate (per event); \$1,000,000 products aggregate (if food and/or beverage vending is part of the event); \$250,000 personal and advertising injury; \$50,000 each occurrence; \$50,000 fire legal liability; and \$50,000 damage to premises rented for seven or fewer days.

B. A specimen copy listing the name and inclusive dates of the event shall be filed with the application, and shall name the city of College Place as an additional named insured for the event, including a provision prohibiting the cancellation of said policy except upon at least 30 days' prior written notice to the city.

C. If alcohol is permitted and being served, the applicant must obtain a license from the Washington State Liquor Board and provide a minimum of \$1,000,000 liquor liability coverage.

### **E)** Do I need to notify the Fire Department of my event?

The College Place Fire Department needs to complete a site safety plan for any outdoor cooking, large gatherings, facilities occupying more than 100 people, camping and/or emergency ingress/egress considerations. There is no cost for this safety assessment/consultation.

TO SCHEDULE A SITE VISIT OR CONSULTATION PLEASE CALL 509-529-6506.

## F) Do I need an Electrical Permit for my event?

If your event requires temporary electricity or electrical alterations, you will likely need a permit through the Washington State Labor and Industries. For information on temporary electrical permits, please call L & I at 509-735-0100 or visiting <u>Labor & Industries Electrical Permits</u> for more information.

## **G)** Do I need a Health Department permit for my event?

If your event involves food being served or sold to the public, you may likely need a food permit (WAC 246-215). Please call the Walla Walla County Community Health Department at 509-524-2650 or email <a href="https://example.co.walla-walla.wa.us">health@co.walla-walla.wa.us</a> for more information.

You may also consider portable restrooms and hand washing stations for your event.

## H) Do I need a liquor license for my event?

If your event will be serving alcohol for a Special Event, Banquet or Farmers Market, you will need to provide \$1,000,000 liquor liability insurance coverage along with a liquor permit through the State of Washington. For rules on special licenses and permits, please contact the Washington State Liquor and Cannabis Board by visiting their web page at <a href="Special Licenses and Permits">Special Licenses and Permits</a> or by calling 360-664-1600.

For more information regarding the special event permitting process, please contact:

#### Andrea St. Clair

Special Events Coordinator City of College Place 509-394-8550 CPRecords@cpwa.us

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## SPECIAL EVENT AGREEMENT

625 S College Ave College Place WA 99324 509-529-1200

www.cpwa.us

#### Complete Agreement and provide all applicable information at least 45 days before event

1. Event/Application	nt inforn	nauon				
Name of Event:						
Name of Organization	(User):					
Mailing address:			Website:			
Name of Applicant:		Phone:		Email:		
Secondary contact:		Phone:		Email:		
Event dates and hours:		Set up day/time		Take down day/time		
Event location:						
2. Event Type/De	escription	(check all tha	t apply)			
☐ Free event	□ Adm	ission fee	☐ Public	event	☐ Private event	
☐ Festival/Fair	☐ Beer	/wine/spirits	$\square$ conce	rt/	☐ Car/boat/RV	
even		-	performing art		motorcycle show/rally	
☐ Timed race ☐ Bicyo		cle race	☐ Run/walk		☐ social event (wedding, reunion etc)	
☐ Parade	☐ Yard	sale	☐ Donat	ion drive	☐ fireworks/ pyrotechnics	
☐ Other (describe):						
3. Participants						
Total number of partici expected, including org						
onpoored, morading org	,	L				

performers, vendors,	
participants, patrons etc.	
r r , r	
How event is being advertised:	
now event is being devertised.	
Dumaga of assents	
Purpose of event:	
Transportation provided to	
public/participants:	
4 G	
4. Street use	
<b>Closures</b> : (check all that apply):	🛘 street 🔻 sidewalk 🗀 alleyway
Locations, dates, times and me	thods of closure:
City may require route/area change if pro	posal requires significant City services, disrupts or limits transit
	r creates a notable disruption in public transit service.
Business approval:	a remote a nome to the second in the second
	aget 75 0/ of byginggagg with stoughants on studes on with
- · · · · · · · · · · · · · · · · · · ·	east 75 % of businesses with storefronts on streets or with
•	e area must agree with the closure evidenced by signatures
of the business owner/agent on	form approved by the city
Business approval: ☐ applicable (	signatures attached) $\square$ not applicable
Traffic control:	
	control, attach traffic control plan which complies with the
	<u>.</u>
M.U.T.C.D., City ordinance	
<ul> <li>For events requiring parking</li> </ul>	g attendance, attached parking plan
•	
Parking:	
	on street parking will be used for event and method of
	1 0
reserving spaces if applical	ne.
City may require organizer secure parking	g for event.
5. Health and Safety	
a. ADA parking requirements	:

- If parking is provided for an event, accessible parking is required.
- If no parking is provided for an event, an accessible passenger loading and unloading zone is required.
- Accessible parking and passenger loading and unloading zones are required to be identified using the international symbol for accessibility (ISA) and shall be provided as close to the event venue as possible.

#### b. ADA portable toilets required:

- Total number of portable toilets to be provided for the event determines the required number of accessible portable toilets in any given area. This number is 5% of the total, but in no event less than one for each location. If a single unit, it must be accessible.
- Accessible portable toilets must be identified with the international symbol of accessibility (ISA).

#### **Toilets and hand wash stations:**

<ul> <li>1 portable toilet per 50 people in attendance</li> <li>1 portable hand washing station per 4 portable toilets (at least one ADA accessible)</li> </ul>
d. Noise waiver:
If there will be people, machinery, audio equipment and the like emanating noise more than 100 feet beyond the area of the special event up to 11 PM or 50 feet after 11 PM, applicant must obtain a waiver of noise ordinance enforcement from College Place Police Department.  ☐ Applicable dates/times: ☐ Not applicable
e. Garbage:
Describe number and capacity of garbage receptacles:  Describe disposal plan to avoid overflowing garbage containers and littering:
Self-haul or dumpster rental information:
f. First aid & water:
Describe provision for first aid:
Describe provision for potable water to assist in avoiding dehydration:
g. Emergency Service access:

Describe how emergency services will have access to the event location:

h. Fire safety
Special events may require fire safety planning. College Place Fire Department's recommendation re: fire safety:
6. Security
a. Police
Special events may require use of police officers for public safety and/or traffic control as determined by the City. College Place Police Department's recommendation re: use of police officers:
Security & crowd control
Describe security measures to be implemented including identifying the organization
providing security, number of security personnel, and expected duties of security personnel:
Traffic control:
• For event requiring traffic control, attach traffic control plan which complies with
M.U.T.C.D., City ordinances and state law. ☐ Not required (police review)
• For events requiring parking attendance, attached parking plan. ☐ Not required (police review)
Parking:
<ul> <li>Locations, dates, and times on street parking will be used for event and method of reserving spaces if applicable.</li> </ul>
City may require organizer secure parking for event.

## 7. Vendor/performer List

Special Event Agreement

Events with vendors/performer following:	rs providing goods or services mu	st provide the City with the
Name of person/business	Type of goods or services offered	Contact information
Attach additional vendor inform	nation.	
It is recommended for event or	ganizers, but not required by the	City that food vendors carry
liability insurance coverage for		City, that food vehicors carry
<i>y</i>		
8. Fireworks		
Fireworks/Pyrotechnics require	e an additional permit from the Ci	ity. $\square$ N/A
9. Inflatables and Amusen	nent Rides	
	dditional safety and insurance req	uirements for Inflatables
and/or Amusement Rides must	be obtained from the City. $\square$ N	/A
10. Business License		
User must obtain a Business Li	icense pursuant to College Place I	Municipal Code Chapter 5.04,
unless exempt pursuant to CPN	$AC$ 5.04.100. $\square$ exempt as	
<u> </u>		
11. Additional requirement	s:	
a. Food/beverage:		
	ganizer if vending food, must have	
± .	y Walla Walla County Departmen	•
	vernment/health_department and p	provide proof to City.
b. Alcohol		
9	User, if alcohol is being sold or s	<u>=</u>
	e Washington State Liquor and Ca ecial-licenses-and-permits and pro-	
	and pro-	ovide proof to the city.
c. Electrical	d for event, electrical permit from	Washington State
Department of Labor & Industr	•	i wasiiiigioii state

https://lni.wa.gov/licensing-permits/electrical/electrical-permits-fees-and-inspections/

#### 12. Insurance Requirements:

#### a. Term:

procure and maintain for the duration of the use of City property insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of City property which may arise from or in connection with the use of the premises.

#### b. No Limitation:

User maintenance of insurance as required shall not be construed to limit the liability of User to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

#### c. Required Insurance

- 1) Insurance must be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 2) General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City **shall be named** as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the City's insurance and shall not contribute with it.

- 3) If the User maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the User.
- 4) User shall provide a certificate of insurance evidencing the required insurance before using City Property

#### d. Special provisions for Alcohol

The User shall procure and maintain for the duration of the Agreement Liquor Liability insurance in the amount of not less than \$1,000,000 per occurrence if the User is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. The City is to be named as an additional insured on the Liquor Liability insurance. If the User is hiring another party to sell and/or serve alcohol such as a caterer, bartender, winery or brewery, the User should require this party to have Liquor Liability insurance with limits of not less than \$1,000,000 per occurrence, listing the City as an additional insured. If the User is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, but will be providing alcohol at the event, then the User's Commercial General

Liability, Business or Homeowner Liability policy which provides liability policy provides host liquor coverage when alcohol is not being provided or ser	liability coverage which provides liability
$\square$ Alcohol will be sold, served, or allowed $\square$ A	Alcohol is not permitted at event.
e. Special provisions for Athletic participan	it events
General Liability insurance shall include coverage	for participant liability with limits of not
less than \$1,000,000 per occurrence.	

#### ADDITIONAL TERMS

- 1. "As is". The City makes no representations as to the suitability of City property for use by the User. User accepts City property as is.
- 2. Indemnification. Indemnification / Hold Harmless. User shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City property or from any activity, work or thing done, permitted, or suffered by User in or about the City property, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- 3. All vendors, performers, and any other scheduled/engaged individuals/entities requirements:
  - a. Insurance. All vendors, performers, and all other scheduled/engaged individuals/entities must have appropriate insurance to cover personal injury, death and damage to property in at least the amounts listed hereinabove. User must provide proof of such insurance to the City. City may accept lower insurance amount coverage on a case by case basis.
  - **b.** Department of health/L&I. All vendors, performers, and all other scheduled/engaged individuals/entities must have all required training, certificates, licenses, permits etc. required by Department of Health, Liquor and Cannabis Board, and L&I. User must provide proof of such insurance, permits, license etc. to the City.
  - **c.** Special vendors such as bouncy houses, amusement rides, hot air balloon rides, air shows, fireworks displays, etc. require additional insurance, certificates, and other requirements. User must provide proof of all additional requirements to the City.

- **4. Intended use**. City property must only be used in the manner for which it was designed and in accordance with all any applicable instructions for use and City laws, rules, policy and permits.
- **5. Damage prevention.** User shall use the City property in a manner which prevents damage to City property.
- **6. Non-City property use.** User shall only use equipment, products and other property that is compatible with use of City property.
- **7. Compliance with laws**. User shall comply with all applicable local, state, and federal laws.
- **8.** Exclusive use. City property is for the exclusive use of User only. User shall supervise any and all use.
- **9. Notification**. User shall immediately notify the City if City property malfunctions, is faulty or damaged, or is stolen or lost, except for normal wear and tear.
- **10. Property condition.** User shall return and/or leave City property in the same or better condition as it was when accepted by User, except for normal wear and tear.
- 11. City inspection and User responsibility. Within three business days, the City will inspect the property User used to determine if any City property is missing, damaged, or malfunctioning and, if so, User is responsible to compensate the City for replacement and/or for the City's cost to repair damaged or malfunctioning property.
- **12. Tobacco use and vaping/e-cigarettes.** All City property is tobacco free. User shall prohibit tobacco use and use of vapes/e-cigarettes while possessing or using City property. User shall enforce this policy at all times during the event.
- 13. Map. User shall submit a map depicting, where applicable, the following:
  - a. Overall event site
  - **b.** Route map (parade, race etc.)
  - c. Parking, including ADA access
  - **d.** Emergency access
  - e. Toilet and hand washing facilities, including ADA access
  - **f.** Electrical access/generators
  - **g.** Public water availability
  - **h.** Closed streets, sidewalks, alleyways or other public property
  - i. Alcohol only area
  - j. Stage, performance area

- **k.** Other as directed by the City
- **14. Stop Event.** The City reserves the right to stop the event in part or in whole at any time, with or without notice at the City's sole discretion upon a determination by the City that the event, the User, any vendor, performer, participant or other person poses a risk to the safety and welfare of the public.

By signing this Agreement, User attests that all information User provided here is accurate and complete and User agrees to comply with all terms and conditions herein. The City strongly recommends User require vendors and other event participants to obtain sufficient insurance to cover event activities.
So attested and agreed, this of (month),(year)
User Signature
Printed name

1) THE FOLLOWING SECTION WILL BE CONTROL  DEPARTMENT	OMPLETED	BY THE COLI	LEGE PLACE PO	OLICE
DATE APPLICATION RECEIVED				
SAFETY CONSULTATION APPOINTMENT NEE	DED? Y / N	J	MEETING DATE	
		•		
PERMI	Γ REVI	EW		
The College Place Police Chief, having revie	wed and in	vestigated th	ne foregoing a	pplication
for Special Events Activity Permit, does he				• •
PERMIT APPROVED	DATE	•		
The application for permit is granted subject	to the follo	wing condition	ons:	
PERMIT DENIED	DATE			
The application for permit has been denied.	• •		•	as the
right to appeal this determination as per the	provisions	of <u>CPMC 12.0</u>	<u>04.100</u>	
NOTES:				
By:		DA	ΓE	
SIGNATURE OF POLICE CHIEF OR	DESIGNE	E	I	
e-signature (/s/first initial, Last name)		<del></del>		
D		D.A.	<b>T</b> C	
Ву:	_	DA	16	
SIGNATURE OF CITY ADMINISTRA	NTOR			
e-signature (/s/first initial, Last name)				
NOTES:				
110125.				

# SUPPLEMENTAL LAW ENFORCEMENT SERVICES CONTRACT

This agreement is entered into on this day between the City of College Place for the College Place Police Department hereinafter referred to as "CPPD" located in Walla Walla County, State of Washington and any individual/agency/organization seeking services, hereinafter referred to as the "Applicant".

The CPPD may respond to requests for extra duty law enforcement services to the extent permitted by existing resources and in accordance with the CPPD Policies and Procedures. This contract is to provide supplementary or extra-duty law enforcement services within the City of College Place or greater Walla Walla County. Requests for services may be declined at the sole discretion of the Chief or his/her designee, with or without cause.

In receipt of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. The CPPD will provide personnel and other resources as deemed necessary, in a law enforcement role, at agreed upon functions.
  - a. Full time and reserve fully commissioned sworn officers will be assigned to these roles.
  - b. The CPPD shall have exclusive authority to make all personnel decisions pertaining to the employment of officers assigned for these services.
- 2. The requesting Applicant will have the responsibility to pay the CPPD upon billing or in advance for approved services.
  - a. Payment shall be sent to the City of College Place Finance Office by mail or in person at City Hall located at 625 S. College Avenue, College Place, WA 99324.
  - b. Payment must be made by cash, personal check or cashier's check.
  - c. In the event it becomes necessary for the applicant to cancel the supplemental service, it is the applicant's responsibility to notify the CPPD at 509-394-8550, as soon as possible and no less than 24 hours before the off-duty job was to begin. Every effort will be made by the CPPD to contact the officer(s) working the event. If the officer(s) cannot be contacted and reports to the assigned duty, each reporting officer shall be paid a minimum of four (4) hours. The contractor is responsible for these costs.
- 3. The CPPD shall have sole responsibility for the payment of any related compensation to officers. The Applicant is prohibited from paying officers directly.
- 4. Officers are considered on-duty, and acting within the course and scope of their official duties for the College Place Police Department, while performing supplemental law enforcement services. The Officers are subject to call by the Chief or his designee at any

time for emergencies, special assignment, or overtime duty. Extra duty employment does not infringe on the public safety obligation of the CPPD.

- a. Officers will be providing law enforcement duties only. Officers on extra duty assignment have a primary obligation to the City, not the Applicant. They are expected to discharge all duties of their office, to enforce all laws and ordinances, and to adhere to all CPPD policies, procedures, rules and regulations.
- b. Officers will enforce state and local laws as they apply, including, but not limited to, drug and alcohol violations. Officers reserve the right to search patrons for officer and public safety, consistent with state and federal law.
- 5. The CPPD will charge an hourly rate (Call for current rate) officer with a four (4) hour minimum. Also included is a daily vehicle usage fee of \$9.71 per day. See section "d" for mileage fees.
  - a. The fee is subject to change annually.
  - b. The number of officers to work an event will be determined at the sole discretion of the CPPD. Upon event review, applicants will be advised of the minimum number of officers required for each event.
  - c. Hourly fees will begin to accrue at the time of deployment from the CPPD and end upon return to said location (four (4) hour minimum for officers)
  - d. Mileage may be charged from the CPPD at 625 S. College Avenue, College Place, WA 99324 and will include mileage to and from the location of service, along with any additional driving required by the service. The rate per mile is based on the current IRS mileage rate. (The current rate is 58 cents per mile, and is subject to change without notice.) Applicants will be advised if a mileage change applies to their event.
- 6. The Applicant's point of contact, or their designee, will be available at the beginning of event service to brief officer(s) and will ensure their availability to the officer(s) at all times.
- 7. The CPPD assumes full responsibility for officer performance. Applicant may provide written information, after the event, in regards of officer performance to the CPPD for consideration.
- 8. During the performance of this contract, the CPPD and the Applicant shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap.
- 9. Indemnification and hold harmless: Each party shall defend, indemnify and hold harmless the other party, its officers, agents and employees from all liability, loss or damage including costs of defense that they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the actions performed by the indemnifying party, its agents, employees or subcontractors pursuant to this Agreement.

# SUPPLEMENTAL LAW ENFORCEMENT SERVICES CONTRACT

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				<u>K</u> E1	UKN TO INDEA
DATE OF APP	LICATION				
MUST BE SUBM	IITTED WITH	SPECIAL EVEN	NTS ACTIVIT	Y PERMIT APPL	ICATION
1) NAME (	OF PERSON / O	ORGANIZATI	ON SPONSO	RING THE EVE	ENT
BILLING ADD	RESS				
CITY		STATE		ZIP	
				CODE	
WORK		EMAII			
PHONE					
CELL		MISC.			
PHONE					
2) PURPOS	SE / TYPE OF	EVENT (i.e.: r	ace, show, ext	ibition, parade,	etc.)
2) - 0 0 1					
		T (OR ROUTE			
If route, submit	detailed descri	iption and map	outlining rou	ite	
	- 1				
DESCRIPTION			T		T
EVENT		START		END TIME	
DATE		TIME			
NUMBER OF			NUMBER C		
PARTICIPANT			SPECTATO		
EVENT SET-U	P START			EAN-UP END	
TIME			TIME		
4) NUMBE		RS REQUEST			
	Each shi	ift requires a fo	ur (4) hour m	inimum	
	LCOHOL BE				
6) WILL A	LCOHOL BE	ON PREMISES	S Y/N		
7) HAVE Y	OU OBTAINE	ED LIQUOR PI	ERMIT?		
8) DESCRI	PTION OF SE	RVICE REQU	ESTED (traffi	c control, security, j	presence, etc.)
			<del>,</del>		
APPLICANT S			D	ATE	
e-signature (/s/first	e-signature (/s/first initial, Last name)				

City of Coll	ege Place Use ONLY
Application approved/declined o	on: By:
Applicant contacted with estimated cost	on: By:
# of officers	Payment Rec'd on:
# of hours (4-hour minimum)	\$ Received by:
\$ Rate of pay per hour	Notified Operations Div
\$ <u>\$9.71</u> Vehicle fee	
\$Mileage	
\$ Estimated Cost	