

SPECIAL EVENT AGREEMENT BETWEEN THE CITY OF NEWPORT AND THE LINCOLN COUNTY SMALL FARMERS ASSOCIATION

This special event agreement is between the City of Newport, an Oregon municipal corporation (City), and the Lincoln County Small Farmers Association (Association).

Recitals

- A. Association for years has operated a farmer's market in Newport, on Saturdays, from May to October. The farmer's market for the 2020 season will be held in the city-owned parking lot on the southeast corner of Highway 101 and Angle Street.
- B. The farmers market, organized by the Association, results in substantial benefit to the City of Newport by providing an attraction for local citizens and tourists and allowing produce, food products, and other items to be provided directly to the public by the producers of the products. Having a farmer's market is in the best interest of the community.

Terms of Agreement

- 1. City agrees to allow Association to operate a farmer's market in the city-owned parking lot at Highway 101 and Angle Street, on Saturdays, from 6:30 A.M. until 3:00 P.M., beginning on June 6, 2020 and ending on October 31, 2020, unless additional closures/limitations are required due to COVID-19. This allows for set-up and clean-up of the farmer's market. Actual public market hours are 9:00 A.M. until 1:00 P.M.
- 2. This agreement shall be effective when signed by authorized representatives of both parties, and will remain in effect until November 1, 2020.
- 3. City agrees to the use of the parking lot, by Association, for activities associated with the farmer's market. All sidewalks surrounding the parking lot shall be kept clear. All vendors and activities shall occur in the parking lot. The Association may use the two most southeasterly parking spaces for storage of its market supplies. The Association agrees to obtain additional trashcans, at its own cost, if needed.

The Association must adhere to a traffic plan attached to this Agreement as Exhibit A.

Association shall not permit any person to use stakes to anchor tents, awnings, or displays, but shall use weights as necessary to anchor tents, awnings, and displays on city streets, parking lots, or other paved areas.

Due to COVID-19, the Market will be required to adhere to the requirements listed in Exhibit C.

4. Signage will be provided by the Association as described in Exhibit B - Farmer's Market Signage Plan.

Association will be responsible for setting the signage and barricades no later than 6:30 A.M. on each Saturday of the market. Association will remove the signs on Saturday after the market no later than 3:00 P.M. Signs and traffic devices will be set in locations defined by City staff. The signs and traffic devices must be maintained in place throughout the time the farmer's market is operating. Association will be responsible for storage of all signs, barricades, banners, etc. used to support the market.

Transport and placement of signage and barricades shall not impede traffic on open streets, and shall be the responsibility of the Association.

Any signage and barricades, belonging to the City of Newport, shall be returned to the City by November 6, 2020.

5. City shall not charge Association for use of the parking lot. Association shall maintain a City business license in effect at all times, and shall obtain and comply with any required permits, including sign permits. Association shall be responsible for any damage to City property resulting from its operation of the farmer's market, other than normal wear and tear.
6. Prior to June 6, 2020, Association shall provide evidence that it has obtained and will maintain insurance and complies with the following provisions:
 - a. Insurance coverage limits - \$5 million combined single limit;
 - b. City listed as named insured on separate endorsement;
 - c. The Association's insurance is to be the primary insurance;
 - d. Ten days' notice to City of cancellation;
 - e. Certificate of insurance to be provided before market begins;
 - f. A new certificate will be required annually.
7. The agreement may be terminated by the City on 72 hours' notice if the City Council determines, after a public hearing, that the farmers market is no longer in the public interest or if the City determines that the Association is in violation of this agreement.
8. The Association will indemnify and hold the City harmless for any and all claims arising out of this agreement and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract, regulatory or other claim.

CITY OF NEWPORT

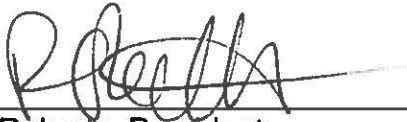


Spencer R. Nebel, City Manager

05/19/20

Date

LINCOLN COUNTY SMALL FARMERS ASSOCIATION



Renee Roberts, President

5/19/2020

Date

2020 FARMER'S MARKET PARKING PLAN

The City of Newport has authorized the use of the city-owned parking lot, located at US 101 and Angle Street, by the Lincoln County Small Farmer's Association for its 2019 Farmer's Market, conditioned on the signing of the attached agreement, and adherence to the following conditions.

Typical Weekend (without a special event at the Recreation/Aquatic Center):

1. Farmer's Market will close both entrances (US 101 and 9th Street entrances) to the US 101 and Angle Street parking lot utilizing barricades provided by the city.
2. Farmer's Market will place signage directing Farmer's Market customers to the city-owned parking lot at 9th and Hurbert Streets.
3. Farmer's Market will arrange with Lincoln County for vendor parking during market events; and will direct all vendors to park in the Lincoln County parking lot.

City of Newport Sanctioned Special Event Weekends:

1. Farmer's Market will close both entrances (US 101 and 9th Street entrances) to the US 101 and Angle Street parking lot utilizing barricades provided by the city.
2. Farmer's Market will place signage directing Farmer's Market customers to the city-owned parking lot at 9th and Hurbert Streets.
3. Farmer's Market will arrange with Lincoln County for vendor parking during market events; and will direct all vendors to park in the Lincoln County parking lot.
4. Farmer's Market is responsible for restricting parking by Farmer's Market patrons at the City Hall Campus, and on Angle Street between SW 9th Street and Highway 101. The intent of this restriction is to make sufficient parking available for special event attendees. The Farmer's Market shall be responsible for patrolling the entrances to the City Hall Campus and SW 9th Street with personnel properly trained in traffic control for the purpose of informing patrons of parking restrictions and to provide directions to available parking.

ADDITIONAL REQUIREMENTS RELATED TO COVID-19

All vendor booths must be ten feet apart to allow for appropriate social distancing of customers between booths.

Aisles are required to be one-way.

The Farmer's Market AND each vendor must appoint a "physical distancing officer." The "physical distancing officer" must know:

- A. That they are the "physical distancing officer" for the Market or the vendor's booth.
- B. They will be responsible for enforcing the physical distancing policies in their assigned booth; with the Market "physical distancing officer" being responsible for enforcing physical distancing policies in common spaces at the Market.

No samples allowed; no exposed food on display; everything needs to be covered or packaged where possible.

All prepared food sales are for take-out only, and all take-out food must be sold in disposable or compostable containers.

No seating is allowed, i.e., food court tables and chairs.

No nonessential programming is allowed, i.e. display or partner booths, interactive activities, children's activities, or music as these types of programs encourage violation of social distancing measures.

Each vendor is required to have hand sanitizer at its booth.

All vendors, customers, and Market staff are required to wear face masks at all times during the hours of the Market, in compliance with State of Oregon guidelines available at this link <https://sharedsystems.dhsoha.state.or.us/DHSForms/Served/le2288K.pdf>. The Farmer's Market is required to adopt a face mask policy that complies with the state guidelines.

Designate one entrance, and one exit, to/from the Market. Cordon off all other potential entries into the Market with construction fencing. The Market will be required to have a utility locate conducted prior to installing and removing fencing around the perimeter of the parking lot. Limit customers to the Market to 50 at any time. The entrance to the Market will be from 9th Street, and the exit will be on the Highway 101 side of the Market.

There will be no access to the Newport City Hall. A port-a-potty is located in front of the Newport City Hall and may be utilized by Market staff, customers, and vendors.

No pets will be allowed in the Market.



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: 2020 Farmer's Market Agreement Date: 5/19/2020

Statement of Purpose: Allowing Use of Angle Street parking lot
for 2020 Farmer's Market

Department Head Signature: M. Hulse

Remarks, if any: _____

City Attorney Review and Signature: _____ Date: _____

Other Signatures as Requested by the City Attorney: _____

Signature
Date: _____

Budget Confirmed: Yes ☐ No ☐ N/A ☒

Certificate of Insurance Attached: Yes ☒ No ☐ N/A ☐

City Council Approval Needed: Yes ☒ No ☐ Date: 5/18/2020

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: M. Hulse Date: 5/19/20

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: M. Hulse Date: 5/19/2020

Date posted on website: 5/22/20