



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: Olalla Center Garden Agreement Date: 5-23-24

Statement of Purpose: Olalla Garden at the Newport Library

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: See attached email Date: 5-16-24

Other Signatures as Requested by the City Attorney: _____

Name/Position
Date: _____

Budget Confirmed: Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: 5-20-24

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: [Signature] Date: 5-23-24

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: _____ Date: _____

Date posted on website: _____

Michael Cavanaugh

From: David Allen
Sent: Thursday, May 16, 2024 1:07 PM
To: Lori Vallelunga; Michael Cavanaugh; Erik Glover
Cc: Laura Kimberly; Spencer Nebel
Subject: Re: Library Community Garden - May 20 council agenda packet
Attachments: Olalla Center - Right of Entry-License Agreement.doc; Exhibit A - real property description.pdf; Exhibit B - work-responsible party-cost.pdf

Attached for the May 20 council agenda packet is a right of entry and license agreement along with Exhibits A and B to the agreement. --David

From: Lori Vallelunga [REDACTED]
Sent: Wednesday, May 8, 2024 4:51 PM
To: Michael Cavanaugh
Cc: David Allen; Laura Kimberly
Subject: Re: Library Community Garden - Land Use Agreement & Responsibilities

This all looks correct to me. Yes. One year as we are assuming Grow Lincoln County will take over managing after that. If that changes we can redo land use agreement when the time roles around.

Sounds fine on the meter installation and payment plan as well. I don't see anything that is unexpected here.

Lori R Vallelunga, Ph.D., Executive Director

* * * * *

f:
;

RIGHT OF ENTRY AND LICENSE AGREEMENT

DATED: 05/23/2024, 2024 (the "Effective Date")

BETWEEN: CITY OF NEWPORT, OREGON ("City")

AND: OLALLA CENTER ("Licensee")

Recitals:

A. City owns the real property subject to this Agreement (the "Property"), which is approximately 0.46 acres and located entirely within the real property conveyed by the Statutory Bargain and Sale Deed, recorded as Document No. 2009-00788 in the Lincoln County Book of Records, Oregon, and described in the attached Exhibit A.

B. Licensee is an Oregon nonprofit corporation. Licensee desires to obtain from City a license to enter the Property to develop, construct, preserve, and maintain a recreational community garden on the Property subject to and in accordance with the terms and conditions of this Right of Entry and License Agreement (the "Agreement").

Agreement:

In consideration of the foregoing and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Right of Entry and License. Subject to the terms of this Agreement, City grants Licensee reasonable and non-exclusive access to the Property for the purpose of undertaking the development, construction, preservation, and maintenance of a recreational community garden (the "Work"). The Work shall be undertaken, paid for, and completed as set forth in the attached Exhibit B, without liens upon the Property, and fully in conformance with all applicable statutes, laws, ordinances, rules, regulations, and government requirements. The parties intend that the Work constitutes making use of the Property for "recreational purposes" without "charge" as those terms are defined in ORS 105.672 and consistent with ORS 105.682. All the Work activities shall be performed in a good and workmanlike manner. All debris, including brush and trimmings, shall be removed from the Property by Licensee.
2. Term. This Agreement shall commence on the date of the execution of this Agreement and shall continue for a one-year period or until the City terminates this Agreement, whichever occurs first. The parties may extend the term by mutual agreement.
3. Notice of Termination. This Agreement may be terminated by the City for any reason, or for no reason, upon thirty (30) days advance written notice in accordance with Section 9 below.

4. **AS IS.** Licensee accepts the Property, in its AS IS condition, with all faults, latent and patent, without any representation or warranty by City, expressed or implied, and Licensee hereby assumes all risk and liability with respect to the Work on the Property. City expressly agrees that Licensee shall have no liability to City, other than for any damage or injury to the Property subject to this Agreement, and/or agents and employees on-site during the Work, or otherwise related to City's exercise of its rights under this Agreement
5. **Maintenance of Property; the Work.** Licensee agrees that it shall maintain or cause to be maintained the area of the Work site in a safe condition during the Work. Improvements to the Property from the Work shall remain in place at the expiration or termination of this Agreement.
6. **Permits and Approvals.** Before Licensee undertakes any activities on the Property, Licensee shall first obtain any and all permits, approvals, and consents with respect to the Work or other activity on the Property, and as set forth in the attached Exhibit B.
7. **Indemnity.** During the term of this Agreement, and to the fullest extent permitted by applicable law, Licensee shall indemnify, defend, reimburse, and hold harmless the City and its officers, employees, and agents, and their respective successors and assigns, for, from and against all claims, liabilities, losses, liens, damages, costs, and expenses (including reasonable attorney fees) arising out of damage or injury to persons or property caused by the negligent or otherwise wrongful acts or omissions of Licensee or any agent or employee of Licensee, or its successors and assigns. Licensee shall require any contractor contributing to the Work, if any, to provide this same indemnity for the benefit of City.
8. **Insurance.** Licensee shall obtain and maintain in force at all times during the term of this Agreement commercial general liability insurance with liability limits of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, naming the City and its officers, employees, and agents as additional insureds.
9. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and shall be sent by U.S. mail, registered or certified, return receipt requested, recognized overnight courier prepaid, or electronic mail in accordance with the following instructions:

To City: Spencer Nebel, City Manager
City of Newport
169 SW Coast Highway
Newport, OR 97365
Phone: 541-574-0603
Email: s.nebel@newportoregon.gov

///

///

To Licensee: Olalla Center
c/o Lori Vallelunga, Ph.D.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

or such other person or address which City or Licensee shall designate upon notice as herein provided. All such notices, requests, and other communications shall be deemed to have been sufficiently given for all purposes hereof, on the date such notice was deposited in the manner required above, or emailed, as the case may be.

10. Miscellaneous Provisions. This Agreement constitutes the entire agreement between the parties with respect to the Property and Work thereon. No failure of City to enforce any term of this Agreement shall be deemed a waiver of such term in any other instance. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable to the fullest extent. In the event any suit or other action is undertaken to enforce or interpret any term of this Agreement, the losing party shall pay the reasonable attorney fees incurred by the prevailing party in such suit or other action, and any appeal or review thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
11. Counterparts. This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LICENSEE:

OLALLA CENTER

By: *Lori R Vallelunga*

Name: Lori R. Vallelunga, Ph.D.

Title: Executive Director

CITY:

CITY OF NEWPORT, OREGON

Spencer R. Nebel

Spencer R. Nebel
City Manager

EXHIBIT "A"

Parcel

Lots 5, 6, 7 and 8, Beauty Ridge Block, City of Newport, Lincoln County, State of Oregon.

Beginning at the northeast corner of Lot 1, Block 7, Nye and Thompson's Addition to Newport, Lincoln County, Oregon, thence south 50 feet, thence west 150 feet, thence north 50 feet, thence east 150 feet to the point of beginning.

EXHIBIT B

The below chart outlines the responsibilities of the Licensee and Licensor

WORK	RESPONSIBLE PARTY	COST
Tree / stump removal	City of Newport	City in-house
Design / Footprint of Site	City of Newport	None. City will design. Site will be 120' x 40'
Water Meter Installation		
a. Cost / install of new meter (main to ROW)	Olalla Center	\$2,876.50 for 3/4" meter.
b. Other new line fees	City of Newport	\$500 for connect fee and customer account deposit + \$2,311.67 SDC fee
Internal Lines / Spigot	Olalla Center	\$3,000 - \$4,000
Fencing	Olalla Center	Outdoor Fence quotes have been shared. Accepting proposal and scheduling work is last work.
Storage Shed	Olalla Center	\$500 - \$1,000
Interpretive Signage	Olalla Center	\$200 - \$750
Monthly Water Bill	Olalla Center	Monthly Usage Rate
Garden Program Management	Olalla Center	