

July 10, 2018

Dr. Gabriela Mafi, Superintendent
Garden Grove Unified School District
10331 Stanford Ave.
Garden Grove, CA 92840

Subject: Agreement for Posting of GGUSD Special Events Street Banners
July 10, 2018 through June 30, 2023

Dear Dr. Mafi:

Southern California Edison ("SCE") has granted the City of Garden Grove ("City") a license to install and post special event banners on SCE-owned poles located within the City's public right-of-way. Installation of banners must be City-sponsored. In addition, the City owns and maintains hardware for banner displays on various poles owned by the City and SCE in the Civic Center area.

Upon acceptance of the conditions stated in this letter agreement, the City agrees to sponsor the request from the **Garden Grove Unified School District** ("GGUSD") to attach special event banners to poles owned by the City and SCE located in the City of Garden Grove public right-of-way.

1. Banners may be displayed on poles subject to this letter agreement in accordance with the following conditions:
 - a. Attachments shall be secured by means of stainless steel straps and/or brackets.
 - b. No holes shall be punched, drilled, or burned in any poles.
 - c. All attachments shall be mounted so as to provide adequate clearance from traffic, pedestrians, and from all electrical facilities, and secured to poles to avoid dislodging.
 - d. The total surface area of all attachments on any one pole shall not exceed 18 square feet at any one time.
 - e. Banners for use on poles in high wind areas (90 mph) must be mounted with breakaway, or bend-away banner supports.
 - f. No attachment shall be suspended between poles or between poles and

structures.

- g. No attachment shall be installed on any wooden poles.
 - h. No Corporate Trademarks, Logos or other corporate identifiers shall be allowed on the City sponsored banners.
 - i. GGUSD will install and maintain at its sole cost the 200 SCE poles listed in Attachment "A".
 - j. The banners shall be limited to GGUSD special events and GGUSD shall not lease or allow other third parties to post banners or otherwise use the poles.
 - k. Banners shall be posted for no longer than 90 days per calendar year.
 - l. GGUSD will provide a schedule of the banners proposed to be displayed annually, no later than six months prior to the first banners to be displayed.
2. The attachments shall be installed and maintained by GGUSD, or GGUSD's authorized agent, in a safe and workman-like manner in compliance with all applicable laws, rules, regulations, ordinances, including but not limited to General Order No. 95 of the Public Utilities Commission of the State of California. GGUSD's installation agents or contractors shall be approved by the City, which approval shall not be unreasonably withheld.
 3. Should SCE or City, in their sole and absolute discretion, determine that it is necessary to relocate or replace a pole listed on Exhibit "A" on which an attachment is in place, GGUSD, or GGUSD's agent shall, upon reasonable notice from SCE and/or the City, promptly relocate, replace or transfer said attachment to a substitute pole, if any, as required, at GGUSD's sole cost and expense.
 4. GGUSD shall indemnify and hold harmless the City and SCE against all losses, expenses, claims, actions, causes of action, damages, costs or liabilities, directly or proximately resulting from or caused by the installation, placement, use, presence, operation, maintenance, and/or removal of GGUSD's attachments on any poles, as herein provided. The termination of this agreement shall not relieve the GGUSD of any liabilities which occurred prior thereto or which are occurring at that time. This paragraph shall not be construed to impose liability on either the City or the GGUSD, in favor of any third party, unless such liability would have existed in the absence of this paragraph.
 5. The failure of the City to enforce any provision of this letter agreement, or the waiver thereof, shall not be construed as a general waiver of relinquishment on its part of any such provisions; however, the same shall nevertheless remain in full force and effect.

Insurance Requirements

- 6.1 Commencement of work. GGUSD shall not commence any work under this agreement until it has obtained all insurance required and this insurance has been approved by the City of Garden Grove. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the City of Garden Grove of any material change, cancellation, or termination at least thirty (30) days in advance and a waiver of subrogation. School District's subcontractors shall maintain the same insurance as required of School District herein. School District shall be responsible to collect and maintain all insurance required of subcontractors and to ensure subcontractor's insurance meets or exceeds the requirements herein.
- 6.2 Workers' Compensation Insurance. During the duration of this Agreement, GGUSD and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 6.3 Insurance Amounts. GGUSD and all subcontractors shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability **for all autos** in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- 6.4 Endorsements And Other Requirements.
- (a) An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 6.3(a) shall designate the City of Garden Grove, Southern California Edison Company, and their respective officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of GGUSD. GGUSD shall provide to the City of Garden Grove proof of insurance and endorsement forms that conform to the City's requirements, as approved by the City.

- (b) An Additional Insured Endorsement for the policy under section 6.3(b) shall designate the City of Garden Grove, Southern California Edison Company, and their respective officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by GGUSD. GGUSD shall provide to the City proof of insurance and endorsement forms that conform to the City's requirements, as approved by the City.
- (c) For any claims related to this Agreement, GGUSD's insurance coverage shall be primary insurance as it respects the City of Garden Grove, Southern California Edison Company, and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Garden Grove, Southern California Edison Company, and/or their respective officers, officials, employees, agents, and volunteers shall be excess of the GGUSD's insurance and shall not contribute with it.
- (d) If GGUSD maintains higher insurance limits than the minimums shown above, GGUSD shall provide coverage for the higher insurance limits otherwise maintained by the GGUSD.

7. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice.

- a. (GGUSD)
Garden Grove Unified School District
Attention: Abby Milone
10331 Stanford Avenue
Garden Grove, CA 92840
- b. (Address of City) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

- 8. Except as may be specifically provided for herein, nothing contained in this letter agreement is intended to confer, nor shall it be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.
- 9. This authorization is granted to attach special event banners on a temporary basis from **July 10, 2018** through **June 30, 2023** to Garden Grove and SCE-owned street

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light poles located in the City of Garden Grove public right-of-way upon receipt by the City of Garden Grove of one copy of this letter signed by a duly authorized official of the GGUSD and fulfillment of the above listed insurance requirements. The City may terminate this letter agreement at any time subject to 30 days' notice, provided that GGUSD shall be entitled to reimbursement of its original attachment installation costs prorated by the amount of time left of the five-year term of this letter agreement or will be entitled to obtain the hardware installed on the 200 SCE poles listed in Attachment "A".

The person signing below on behalf of the GGUSD represents and warrants that he/she is authorized to bind the GGUSD to the terms and conditions of this agreement.

Respectfully,

Scott C. Stiles
City Manager

Accepted and Agreed To:

Garden Grove Unified School District

By: _____

Title: _____

Date: _____