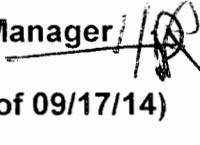


**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R Riley, Assistant City Manager 

DATE: August 28, 2014 (CC Meeting of 09/17/14)

SUBJECT: Consider Proposed Amendment No. 1 to Agreement Between City of Moorpark and the American Legion Post 502 to Display Banners on Street Poles within the City of Moorpark

DISCUSSION

On October 20, 2010 the City Council was asked by representatives of the American Legion Post 502 (the Legion) to support the placement of banners commemorating Moorpark, Active Duty Military Personnel. The Legion also requested the use of City Staff to install the banners and hardware, permission to display the banners for a two year period and relief of other requirements that were not specified in the verbal request. The Council received a report from the City Manager on October 22, 2010 providing background information.

On November 17, 2010, the City Council approved an Agreement between the City of Moorpark and the Legion to allow the banners to be installed. The Agenda Report for this action is provided as Attachment 1. The agreement provided that the initial set of banners would be installed by July 31, 2011 and displayed no longer than two years. Additional or replacement banners could be placed at any time between July 31, 2011 and July 31, 2013 and that no additional banners would be installed after July 31, 2013. The agreement also provided that the overall program would automatically terminate after four years and all remaining banners would be removed by July 31, 2015.

The City provided financial assistance to the Legion for the initial installations in the amount of approximately \$ 4,000 and waived all fees associated with the program. The Legion agreed to pay for all other expenses for the program and has fulfilled that obligation.

On June 10, 2014, the City received a request from the Legion (Attachment 2) to extend the overall program for an additional four (4) years and allow additional banners to be installed.

Staff has prepared an amendment to the original agreement, extending the program for an additional four (4) years to July 31, 2019. (Attachment 3). The Amendment extends the program to July 31, 2019; requires compliance with regulatory provisions of the original agreement; and provides that the Legion will be responsible for all future expenses associated with the program.

FISCAL IMPACT

There is no fiscal impact to the City resulting from this action.

STAFF RECOMMENDATION

Approve Amendment No. 1 and authorize the City Manager to execute the Agreement subject to final language approval by the City Manager and the City Attorney.

ATTACHMENTS:

1. November 17, 2010 Agenda Report and Original Banner Agreement
2. Request from American Legion Post 502
3. Amendment No. 1

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

DATE: November 9, 2010 (City Council Meeting of 11/17/10)

SUBJECT: Consider Request from American Legion Post 502 for the Placement of Banners on Southern California Edison (SCE)-Owned Street Light Poles

On October 20, 2010 the City Council was asked by representatives of the American Legion Post 502 (the Legion) to support the placement of banners commemorating Moorpark, Active Duty Military Personnel. The Legion also requested the use of City Staff to install the banners and hardware, permission to display the banners for a two year period and relief of other requirements that were not specified in the verbal request. The Council received a report from the City Manager on October 22 providing background information.

According to the Legion, the proposed banners are intended to be placed on street light poles along Spring Road and Tierra Rejada Road only. Poles on the Spring Road and Tierra Rejada Road Bridges are owned by the City. Other poles are owned by Southern California Edison (SCE). Placing banners on poles owned by SCE would require the City to enter into a License Agreement and such License is not assignable to another party. The License requires the City to indemnify SCE and among other requirements, to insure no corporate logos are included and the use of banners does not generate revenue above costs for the banners and placement thereof.

BACKGROUND

On April 5, 2000, the City Council approved a License Agreement with SCE, subject to final language approval by the City Manager and City Attorney, to allow the Moorpark Chamber of Commerce to place banners to commemorate the Moorpark Community's Centennial Anniversary. The program was not undertaken for several reasons including the restrictions on use of corporate logos, indemnification issues with the Chamber of Commerce, and fundraising revenue restrictions.

On August 1, 2001, the City Council approved a Policy regarding the placement of vertical street banners. This was done at the request of the Moorpark Chamber of Commerce to allow banners for the 2001 Annual Country Days event. Banners were not placed for this event. The Policy is now incorporated as Section L of City Council Resolution No. 2002-1974 adopting revised Engineering Policies and Standards. The April 5, 2000, License Agreement was not executed and on August 21, 2002, the City Council rescinded its prior action approving the License Agreement.

DISCUSSION

The City Council Policy as adopted would require the Legion as the applicant, to:

1. *Obtain \$1,000,000 liability insurance coverage subject to the approval of the City's Risk Manager.*

The Legion would need to add the City as an additional insured to its current policy or modify its policy to conform to this requirement.

2. *Execute a defense, indemnity and hold harmless agreement with the City.*
3. *Be responsible for all labor and equipment installation costs (including installation, maintenance and removal of the banners and any claims arising from their use).*

The Legion requested the use of City Staff to install the banners however the City does not have the necessary equipment. Staff obtained quotes from contractors and based on these quotes the cost to install the initial 25 banners and hardware will be approximately \$400 with a similar cost to remove them.

4. *Obtain applicable encroachment permits from the City.*

The cost for encroachment permits for the 25 banners is approximately \$150. *This fee could also be waived by the City Council but this would be a precedent setting action.*

5. *The current policy limits the display of the banners to 60 days.*

The Legion's request is to display the banners for a period of two years. This would require an exception to the existing policy, also setting a precedent.

In summary, to allow placement of banners on SCE owned street light poles as proposed by the Legion, the City Council would need to approve the SCE License Agreement and amend or make exceptions to the Banner Policy. Though, the SCE License Agreement is with the City, it permits City's "Authorized Agent" to install, maintain, use, repair, renew and remove Attachments.

FISCAL IMPACT

The fiscal impact would include several hours of city staff time, an estimated \$500 in City Attorney expense to review documents, and the potential waiver of the \$150.00 Encroachment Permit fee

STAFF RECOMMENDATION

1. Approve SCE License Agreement and authorize the City Manager to sign subject to final language approval by the City Manager and the City Attorney; and
2. Authorize City Manager to sign an agreement with American Legion Post 502 to install, maintain and remove banners consistent with the City Banner Policy and the SCE License Agreement and at their sole cost and expense subject to final language approval by the City Manager and the City Attorney; and
3. Make exception to Banner Policy allowing display for up to two years; and
4. Waive Encroachment Permit Fee.

ATTACHMENTS:

1. Section L of City Council Resolution 2002-1974
2. SCE License Agreement

RESOLUTION NO. 2002-1974

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, RESCINDING RESOLUTION NO. 2001-1918 AND ADOPTING REVISED ENGINEERING POLICIES AND STANDARDS ADDING PROVISIONS PERTAINING TO TRAFFIC INDEX

WHEREAS, on December 5, 2001, the City Council adopted Resolution No. 2001-1918, adopting revised Engineering Policies and Standards; and

WHEREAS, the City Council now wishes to amend the Engineering Policies and Standards of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

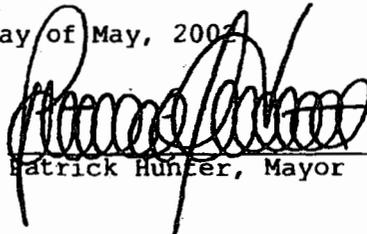
SECTION 1. Resolution No. 2001-1918 is hereby rescinded.

SECTION 2. Any prior Resolution, or part thereof, rescinded and deleted by Resolution No. 2001-1918 shall remain rescinded and deleted.

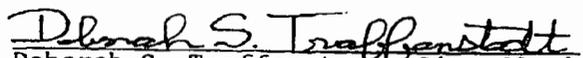
SECTION 3. A new set of Engineering Policies and Standards, including provisions related to Traffic Index Standards, are hereby approved and adopted, said Policies and Standards being set forth in Exhibit 'A' attached hereto and made a part hereof.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original Resolutions.

PASSED AND ADOPTED this 15th day of May, 2002


Patrick Hunter, Mayor

ATTEST:


Deborah S. Traffenstedt, City Clerk



Attachments:

Exhibit 'A': Engineering Policies and Standards

4. **Conditions of Approval:** Any Wall Access Permit issued by the City Engineer shall include Conditions of Approval designed to assure that the wall is restored to its "pre-project" condition. Such Conditions may include any of the following:
- a) a block wall restoration plan shall be provided;
 - b) block samples shall be provided to the City prior to the approval of the Permit, to assure that the "match" between the existing block wall and the new block is adequate;
 - c) all approved block shall be procured and delivered to the site prior to the issuance of the final permit and the commencement of construction, in order to assure that the final block material "matches" the approved sample [Note: a conditional permit may be issued setting forth all requirements and advising of the City's intent to issue a Wall Access Permit upon delivery and approval of the block material].
 - d) [if new block does not adequately match the existing wall] the restoration plan shall provide for the removal and reconstruction of the block wall for an entire wall section (pilaster to pilaster).
- J. **STREET IMPROVEMENT PLANS: U-TURNS:** During the review and approval of the Tentative Tract Map and/or the review and plan checking of street improvements plans for the development of proposed new arterial streets, consideration shall be given to the geometric design for proposed new intersections; and, unless conditions preclude such installation, the final design shall adequately provide for "U-Turn" traffic movements at such intersections. In the event the City Engineer finds that conditions exist which preclude the need or necessity to provide for "U-Turn" traffic movements, the City Engineer shall prepare a report to the City Manager setting forth the reasons why such provisions should not be included in the final design, prior to making a final determination.
- K. **SECOND DRIVEWAYS:** Street Encroachment Permits for the construction of a second driveway on a residential lot, shall not be approved unless and until the applicant has obtained a Zone Clearance approved by the Director of Community Development. Such approval shall be consistent with the requirements of the Moorpark Municipal Code [Section 17.32.011].
- L. **PLACEMENT OF BANNERS ON STREET LIGHT POLES:** This policy shall govern the placement of vertical banners on light poles owned by Southern California Edison during City-sponsored or City Co-sponsored community events such as Country Days, Independence Day Celebrations or similar events with a maximum of two events per year with no overlap permitted. Requests to place banners will be considered only for 60 -day time periods prior to and during said City Sponsored or Co-sponsored events. Requests will be considered only from Moorpark based, non-profit groups recognized as religious, educational, civic or cultural. Such requests will be considered

pursuant to the following criteria and subject to the City's License Agreement with Southern California Edison.

1. One million dollars insurance coverage must be provided by the applicant organization, with such insurance subject to approval by the City Risk Manager.
2. Applicant organizations are required to execute a defense, indemnity and hold harmless agreement with the City on a form prescribed by the City.
3. Applicant organizations are responsible for all labor (including installation, maintenance, and removal) of the banners and attaching hardware, as well as any claims arising out of their use.
4. Applicant organization must obtain an encroachment permit and sign permit from the City.
5. All requests must be received 60 days in advance of the proposed date for placement of banners.
6. Banners may be in place no longer than 60 days. Only one organization shall have banners in place for any such period.
7. Banners may contain only the following:
 - a. Logo or identification of the event to be promoted.
 - b. One sponsorship on each side of the banner.
 - c. If an individual or family is the sponsor only the family name may appear on the banner.
 - d. Sponsorship of a banner is restricted by the following:
 - Banners may be sponsored only by City of Moorpark businesses/organizations and residents.
 - Banners are not to display product symbols, product names, phone numbers or addresses.
 - Banners are not to include name-brand advertising.
 - Banners are not to include any political statements or sponsorship (i.e., no elected officials or officials appointed to an elected office, official candidates, candidate/ballot measure committees, etc.).
8. Requests for the placement of such banners must be accompanied by a sample or rendering of the proposed banner and indicate the size and shape. A sample of the material and colors of the proposed banners must be submitted at the time of application.
9. All requests will be administered by the City Manager or his/her designee whose decision will be final.

3. The Attachments shall be installed and maintained by City, or City'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.

4. Should Company, in its sole and absolute discretion, determine that it is necessary to relocate or replace a Pole on which a City-owned Attachment is in place, City or City's agent shall, upon reasonable notice from Company promptly relocate, replace or transfer said Attachment to a substitute Pole, if any, as required at City's sole cost and expense.

5. City shall indemnify and hold harmless Company 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 said Attachments on any Poles, as herein provided. The termination of this License agreement shall not relieve City 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 Company or the City, in favor of any third party, unless such liability would have existed in the absence of this paragraph.

6. The failure of Company to enforce any provision of this License Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provisions; however, the same shall nevertheless remain in full force and effect.

7. This License Agreement shall continue in effect for a term of one (1) year from the date hereof and from year to year thereafter, unless terminated sooner. This License Agreement may be terminated by either party hereto by written notice given not less than sixty (60) days prior to the intended termination. In the event of such termination, City shall remove all of said Attachments from the Poles prior to the termination of this License Agreement.

8. This License Agreement shall not be assignable by City.

IN WITNESS WHEREOF, City and Company have executed this License Agreement by and through their respective officers thereunto authorized as of the day and year first herein above written.

CUSTOMER:

CITY COUNCIL OF THE
CITY OF

ACTING FOR AND ON BEHALF
OF THE CITY OF

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

APPROVED AS TO FORM

COMPANY:

SOUTHERN CALIFORNIA EDISON

COMPANY

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

DATE: _____

RECEIVED
JUN 10 2014
CITY OF MOORPARK
POLICE DIVISION

June 8, 2014

Pete Duncan
4327 Clavele Court
Moorpark, CA 93021

Mayor Janice Parvin
799 Moorpark Avenue
Moorpark, CA 93021

Dear Mayor Parvin,

While slow to start, the Banner Program has mushroomed into an overly successful, highly visible tribute to our men and women currently on active duty in the Armed Forces. Today, we have about fifty Banners displayed along Spring and Tierra Rejada Roads and at least that many ready to be manufactured. It would be our desire to accommodate those requests currently waiting.

Our agreement with the City calls for the termination of the Banner Program in June, 2015. This letter is a request to extend that date for four more years. This will assure that those currently waiting will have ample time to see their Banners along the aforementioned roads and, provide us will a little extra time should we be encumbered by some unforeseen complication.

Thank you for your time in this matter.

Respectfully,



Pete Duncan
Moorpark Post 502
The American Legion
805-750-0095

AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE CITY OF MOORPARK AND AMERICAN LEGION POST 502
TO DISPLAY BANNERS ON STREET POLES
LOCATED WITHIN THE CITY OF MOORPARK

This Amendment No. 1 to the Agreement between the City of Moorpark, a municipal corporation in the County of Ventura, State of California, hereinafter referred to as "City" and American Legion Post 502, a non-profit corporation, hereinafter referred to as "Post 502" is made and entered into this ___ day of _____, 2014.

WITNESSETH:

WHEREAS, City and Post 502 executed an Agreement on July 14, 2011 for a program to display banners on street light poles located in the City of Moorpark, honoring men and women in active military service; and

WHEREAS, City paid for banner installation through July 31, 2013; and

WHEREAS, the Agreement requires that program shall terminate and all banners shall be removed on or before July 31, 2015; and

WHEREAS, Post 502 has requested that the program be allowed to continue for four additional years until July 31, 2019, at no cost to City.

NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:

- I. Section 1.A is deleted in its entirety.
- II. Section 1.B is deleted in its entirety.
- III. Section 2.A is amended and replaced in its entirety with the following language:

"Post 502 agrees to provide, mount, and display banners from certain SCE-owned utility poles within the City boundaries, complying with requirements in The City Banner Policy (and November 11, 2010 City Council Meeting Minutes) provided in Exhibit A, and the SCE License Agreement provided in Exhibit B, to be attached hereto and made a part of the Agreement."

- IV. Section 2.B is amended and replaced in its entirety with the following language:

"Post 502 agrees to be responsible, at its sole cost and expense, for the installation, maintenance, and removal of the banners. Post 502 shall work in conjunction with the City to insure that all work is done to the satisfaction of the City. Post 502 agrees to furnish the necessary labor, supplies, and materials required to perform the services under this Agreement."

IV. Section 2.F is added to read:

“Post 502 agrees to obtain a City encroachment permit prior to performing any work related to this Agreement within the City right-of-way.”

V. Section 4. Term of Agreement is amended and replaced in its entirety with the following language:

“Additional or replacement banners may be placed at any time between the effective date of this Amendment No. 1 and July 31, 2019. No banner shall be installed after July 31, 2019. The overall program shall automatically terminate and all banners and mounting brackets shall be removed by Post 502 no later than July 31, 2019.”

VI. Remaining Provisions:

Except as revised by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Amendment No. 1 to be executed the day and year first above written.

City of Moorpark:

American Legion Post 502

Steven Kueny, City Manager

Barbara Lombrano, Commander

Attest:

Maureen Benson, City Clerk

Date

**CITY OF MOORPARK
STREET BANNER POLICY**

PLACEMENT OF BANNERS ON STREET LIGHT POLES: This policy shall govern the placement of vertical banners on light poles owned by Southern California Edison during City-sponsored or City Co-sponsored community events such as Country Days, Independence Day Celebrations or similar events with a maximum of two events per year with no overlap permitted. Requests to place banners will be considered only for 60 -day time periods prior to and during said City Sponsored or Co-sponsored events. Requests will be considered only from Moorpark based, non-profit groups recognized as religious, educational, civic or cultural. Such requests will be considered pursuant to the following criteria and subject to the City's License Agreement with Southern California Edison.

1. One million dollars insurance coverage must be provided by the applicant organization, with such insurance subject to approval by the City Risk Manager.
2. Applicant organizations are required to execute a defense, indemnity and hold harmless agreement with the City on a form prescribed by the City.
3. Applicant organizations are responsible for all labor (including installation, maintenance, and removal) of the banners and attaching hardware, as well as any claims arising out of their use.
4. Applicant organization must obtain an encroachment permit and sign permit from the City.
5. All requests must be received 60 days in advance of the proposed date for placement of banners.
6. Banners may be in place no longer than 60 days. Only one organization shall have banners in place for any such period.
7. Banners may contain only the following:
 - a. Logo or identification of the event to be promoted.
 - b. One sponsorship on each side of the banner.
 - c. If an individual or family is the sponsor only the family name may appear on the banner.
 - d. Sponsorship of a banner is restricted by the following:
 - Banners may be sponsored only by City of Moorpark businesses/organizations and residents.
 - Banners are not to display product symbols, product names, phone numbers or addresses.
 - Banners are not to include name-brand advertising.
 - Banners are not to include any political statements or sponsorship (i.e., no elected officials or officials appointed to

A. DeeWayne Jones, DDS, a Moorpark resident, spoke in support of the project.

Mayor Parvin closed the public hearing.

MOTION: Councilmember Millhouse moved and Councilmember Mikos seconded a motion to adopt Resolution No. 2010-2973, approving Modification No. 1 to Residential Planned Development Permit Nos. 2004-02 and 2004-03, subject to Conditions of Approval, as amended for the addition of a Special Condition for enhanced architectural treatments on side and rear elevations of two-story homes visible from the street. The motion carried by unanimous voice vote.

AT THIS POINT in the meeting, Item 9.D. was heard.

9. PRESENTATION/ACTION/DISCUSSION:

- D. Consider Request from American Legion Post 502 for the Placement of Banners on Southern California Edison (SCE)-Owned Street Lights. Staff Recommendation: 1) Approve SCE License Agreement and authorize the City Manager to sign subject to final language approval by the City Manager and City Attorney; 2) Authorize the City Manager to sign and Agreement with American Legion Post 502 to install, maintain, and remove banners consistent with the City Banner Policy and the SCE License Agreement and at their sole cost and expense, subject to final language approval by the City Manager and the City Attorney; 3) Make exception to Banner Policy allowing display for up to two years; and 4) Waive Encroachment Permit Fee.

Mr. Riley gave the staff report.

The following issues were discussed by the Councilmembers and staff: 1) Importance of safety in selection of hardware to hang banners; 2) Conditions for banner maintenance and standard of appearance; and 3) Waiving the Condition for defense and indemnification hold harmless clause due to the cost to the American Legion.

Mr. Montes stated the defense and indemnification obligation is separate from the insurance obligation; if the insurance is not sufficient for a liability created, then the other party would have to make up the difference, and in this case that other party would be the City. He further stated in regard to whether a precedent would be set for future requests from either the Legion or another City co-sponsored event, that the City would still have a choice as to granting a waiver or not.

Pete Duncan, member of the American Legion Post 502, described the banner program.

James Carpenter, Post Commander of the America Legion Post 502, explained the banners will cost approximately \$200-\$250 not including the cost to hang them. Donations to this program are being accepted throughout the City and checks payable to American Legion Post 502 and marked for the banner program may be mailed to P.O. Box 156, Moorpark, California 93020.

Gary Cabriales, member of American Legion Post 502 encouraged the Council to become a sponsor of the banner program.

MOTION: Councilmember Millhouse moved and Councilmember Van Dam seconded a motion to: 1) Approve SCE License Agreement and authorize the City Manager to sign subject to final language approval by the City Manager and City Attorney; 2) Authorize the City Manager to sign an Agreement with American Legion Post 502 to install, maintain, and remove banners consistent with the City Banner Policy and the SCE License Agreement and at their sole cost and expense, subject to final language approval by the City Manager and the City Attorney and as amended to eliminate the requirement for American Legion Post 502 to execute a defense, indemnity and hold harmless agreement with the City; 3) Make exception to Banner Policy allowing display for up to two years from date of installation; and 4) Waive Encroachment Permit Fee.

Mr. Montes stated if the intent was to limit liability exposure to the amount of the insurance policy the City would still need to include a defense, indemnity provision in the agreement; it would just be capped at the amount of insurance.

In response to Mr. Kueny, Mr. Duncan stated they anticipate the banner program would run for four years. In response to Mayor Parvin, Mr. Kueny stated the City's sponsorship of the project would be to donate funds for the installation of the banners.

AMENDED MOTION: Councilmember Millhouse amended the motion and Councilmember Van Dam seconded the amended motion to: 1) Approve SCE License Agreement and authorize the City Manager to sign subject to final language approval by the City Manager and City Attorney; 2) Authorize the City Manager to sign an Agreement with American Legion Post 502 to install, maintain, and remove banners consistent with the City Banner Policy and the SCE License Agreement and at their sole cost and expense, subject to final language approval by the City Manager and the City Attorney and as amended to cap the requirement for American Legion Post 502 for the defense, indemnity and hold harmless agreement with the City at the amount of the insurance to be provided; 3) Make exception to Banner Policy allowing display for up to two years from date of installation with the program to last for four years; 4) Waive

Encroachment Permit Fee; and 5) City sponsorship of the program to include City funding for the installation of the banners. The amended motion carried by unanimous voice vote.

- A. Consider Appointment to Fill One Vacancy on the Board of Commissioners to the Area Housing Authority of the County of Ventura. Staff Recommendation: Appoint one City representative to fill a vacancy on the Board of Commissioners for the Area Housing Authority of Ventura County for a term ending August 31, 2011.

Ms. Benson gave the staff report.

There were no speakers.

Mayor Parvin solicited nominations from the Council.

Councilmember Pollock nominated Natalie Panossian.

MOTION: Mayor Parvin moved to nominate and Councilmember Van Dam seconded the nomination of Natalie Panossian to fill a vacancy on the Board of Commissioners for the Area Housing Authority of Ventura County for a term ending August 31, 2011. The motion carried by unanimous voice vote.

- B. Consider Agenda Scheduling for 2010 Municipal Election Certification and Installation of Newly Elected Mayor and Councilmembers. Staff Recommendation: Direct staff as deemed appropriate.

Ms. Benson gave the staff report.

Councilmember Pollock stated he did not feel the need to schedule a special City Council meeting due to his absence on December 1 as he could be sworn in at the December 15 meeting.

There were no speakers.

CONSENSUS: It was the consensus of the Council to schedule the 2010 Municipal Election certification and installation of newly elected Mayor and Councilmember for the December 1, regular meeting.

- C. Consider Scheduling Interviews for Moorpark Arts, Parks & Recreation, and Planning Commission Candidates. Staff Recommendation: Direct staff as deemed appropriate.

Ms. Benson gave the staff report.

There were no speakers.

LICENSE AGREEMENT

~~THIS LICENSE AGREEMENT (this "License Agreement"), is made and entered into~~ this 29th day of MARCH, 2011, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, (hereinafter called "Company") and the City of Moorpark, a political subdivision of the State of California, (hereinafter called "City").

WHEREAS, City has jurisdiction of certain streets and highways and has the right to regulate the use of such highways.

WHEREAS, Company has installed Company-owned composite, concrete, and steel street light electroliers ("Poles") at various locations within said City at the request of City.

WHEREAS, City desires a license to place non-electrified traffic regulating signs, American flags, and Neighborhood Watch signs, banners and related appurtenances on said Poles.

WHEREAS, Company shall permit City to install non-electrified traffic regulating signs, American flags, Neighborhood Watch signs, banners and related appurtenances on said Poles under this License Agreement.

NOW THEREFORE, in consideration of the mutual understandings and obligations of the parties as hereinafter set forth, Company and City hereby agree as follows:

1. Company hereby, subject to the terms and conditions provided in this License Agreement, licenses and permits City or City's authorized agent to install, maintain, use, repair, renew, and remove non-electrified traffic regulating signs, American flags, Neighborhood Watch signs and other City - sponsored event banners and related appurtenances (collectively referred to as "Attachments") on the Poles in accordance with the following:

3. The Attachments shall be installed and maintained by City, or City'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.

4. Should Company, in its sole and absolute discretion, determine that it is necessary to relocate or replace a Pole on which a City-owned Attachment is in place, City or City's agent shall, upon reasonable notice from Company promptly relocate, replace or transfer said Attachment to a substitute Pole, if any, as required at City's sole cost and expense.

5. City shall indemnify and hold harmless Company 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 said Attachments on any Poles, as herein provided. The termination of this License agreement shall not relieve City 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 Company or the City, in favor of any third party, unless such liability would have existed in the absence of this paragraph.

6. The failure of Company to enforce any provision of this License Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provisions; however, the same shall nevertheless remain in full force and effect.

7. This License Agreement shall continue in effect for a term of one (1) year from the date hereof and from year to year thereafter, unless terminated sooner. This License Agreement may be terminated by either party hereto by written notice given not less than sixty (60) days prior to the intended termination. In the event of such termination, City shall remove all of said Attachments from the Poles prior to the termination of this License Agreement.

8. This License Agreement shall not be assignable by City.

IN WITNESS WHEREOF, City and Company have executed this License Agreement by and through their respective officer's thereunto authorized as of the day and year first herein above written.

CUSTOMER:

COMPANY:

COUNCIL OF THE
CITY OF MOORPARK
ACTING FOR AND ON BEHALF
OF THE CITY OF MOORPARK

SOUTHERN CALIFORNIA EDISON COMPANY

BY: Steven Keeney

BY: Robert Buns

TITLE: CITY MANAGER

TITLE: MPP2

ATTEST: Margaret Benson

ATTEST: Coleen Swanson

TITLE: CITY CLERK

TITLE: Sup 2

DATE: 3-28-2011

