



Agenda Item B.6
CONSENT CALENDAR
Meeting Date: September 17, 2019

TO: Mayor and Councilmembers

FROM: Vyto Adomaitis, Neighborhood Services and Public Safety Director

CONTACT: Jaime A. Valdez, Senior Project Manager

SUBJECT: Banner Program for Fiscal Years 2019/20 and 2020/21

RECOMMENDATION:

Authorize the City Manager to execute an agreement for General Services between the City of Goleta and Wonderful Things Inc. (dba Main Street Banner USA) for street banner services, for a not-to-exceed amount of \$60,000, and a termination date of June 30, 2021.

BACKGROUND:

Before July of 2017, the City of Goleta had a total of 60 banner locations in Old Town and the Calle Real/Fairview shopping areas. Based on interest from Council, the Goleta Valley Chamber of Commerce, UCSB and others to expand the banner program to the Storke/Hollister area, another 20 banner locations were added. These three areas of the City now have a total of 80 banner locations.

DISCUSSION:

Main Street Banner USA (MSB) has produced, stored, cleaned, serviced, installed, and rotated out the City street banners since 2010. The banners and the bracket system are proprietary. They continue to be the only vendor to provide these proprietary items (as a sole source provider) and turn-key service in the area. The City's existing banner program's infrastructure relies on MSB exclusive Banner-Savers brackets and 20+ oz. trilaminate vinyl banners. Continuing with MSB and their banners and brackets will ensure compatibility with existing equipment. Their experience and service in the field is unparalleled locally or even regionally. Additional information about MSB is summarized in Attachment 1. For these reasons, Staff recommends MSB for the provision of banner services through a General Services agreement for Fiscal Years 2019/20 and 2020/21 (Attachment 2).

The following is a summary of the General Services agreement with MSB:

- Street light banner installations in 80 locations for the following areas of town:
 - Along Hollister Avenue in Old Town between Fairview Avenue and Highway 217,
 - Along Calle Real between N. Kellogg Avenue and N. Fairview Avenue,
 - Approaching the Storke and Hollister intersection.
- Provides for Goleta Lemon Festival Installations in August of 2019 and 2020. Installation is the responsibility of the Goleta Valley Chamber of Commerce and will be done at their expense in coordination with the City and MSB.
- Banner rotations for all 80 locations with five rotations per fiscal year.
- MSB shall store all City-owned banners in a secure, indoor location and shall maintain banners in good condition, notwithstanding normal “wear and tear.”
- Includes approximately \$5,320 for the replacement of up to 25 banners that are either ripped or severely cracked.
- Includes a contingency of approximately \$1,360 for the replacement of hardware, including straps and brackets, and any additional banners during the term of the agreement, if needed.
- Adherence to the requirements of Southern California Edison in Section 1 of the License Agreement between the City and Southern California Edison (“Exhibit B” of the General Services agreement).

The following table summarizes the costs associated with the General Services agreement with MSB:

Recurring costs for banner rotations at all 80 locations as presented in Exhibit A Section B				
	Units	Unit Price	Tax	Amount
Rotations for the existing 80 locations	10	\$5,332.00	n/a	\$ 53,320.00
Subtotal				\$ 53,320.00
One-time costs for replacement/repair of damaged/missing banners/brackets as presented in Exhibit A Section C				
	Units	Unit Price	Tax	Amount
Banners, replace those that are cracking/ripping	25	\$ 197.50	\$ 15.31	\$ 5,320.16
Brackets for New Locations (n/a)	0	\$ 135.00	\$ 10.46	\$ -
Bracket labor installation for New Locations (n/a)	0	\$ 100.00	n/a	\$ -
Subtotal				\$ 5,320.16
TOTAL Anticipated Cost of the Program with Replacement Banners				\$ 58,640.16
Additional Contingency for brackets/banner repair and/or replacement				\$ 1,359.84
TOTAL Not-to-Exceed				\$ 60,000.00

ALTERNATIVES:

No feasible alternatives for the kind of banners and banner services provided by MSB exist at this time.

FISCAL IMPACTS:

An allocation of \$60,000 (\$30,000 each year for FYs 2019/20 and 2020/21) to Account No.101-5-6100-500 was approved for Banner Program Services as part of the new two-year budget.

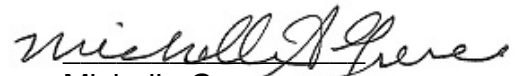
Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Deputy City Manager


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENT:

1. Main Street Banner USA Vendor Information
2. General Services Agreement Between the City of Goleta and Main Street Banner USA for Street Banner Services for Fiscal Years 2019/20 and 2020/21

ATTACHMENT 1

Main Street Banner USA Vendor Information

MAIN STREET BANNER USA

VENDOR INFORMATION

- 1) Main Street Banner USA has an area exclusive on the flex-arm, spring-loaded bracket hardware BANNER-SAVERS, a patented hardware bracket designed to SPILL WIND from your street banners, thereby reducing forces on your light poles and some wear and tear of the banners themselves. Proudly made in the UNITED STATES.
- 2) Main Street Banner USA uses a unique, 20+ oz. blockout trilaminate vinyl for its double faced seasonal banners - Proudly made in the UNITED STATES exclusive to Main Street Banner for heavy-duty outdoor exposure and weather.
- 3) Main Street Banner USA offers guaranteed 24-hr. response to maintenance and weather repairs. 24-hr # given with agreement.
- 4) Main Street Banner USA is supplying almost all SIXTY (60) of SEASONAL BANNERS from our own inventory, included with package (does not apply to City of Goleta logo banners).
- 5) Main Street Banner USA will CLEAN, MEND-REPAIR, and STORE all banners at no cost to city, included with package.
- 6) Main Street Banner USA will REPAIR or REPLACE seasonal banners at no cost to city, included with package.
- 7) Main Street Banner USA will give a five (5) year warranty on all its bracket, hardware, banding system or we will replace at no charge to the City of Goleta.
- 8) Main Street Banner USA is a local vendor and service company, with over 40 years' experience in Santa Barbara area.
- 9) Main Street Banner USA employs only fully documented and accredited work force from Goleta, Santa Barbara and Carpinteria.
- 10) Main Street Banner USA insurance exceeds most city requirements for type of work performed.

SELECT CLIENT LIST

City of Goleta

- Seasonal banners
- City of Goleta & Old Town welcome banners

Goleta Chamber of Commerce

- Lemon Festival Banners and Flags at event site

City of Santa Barbara

- Santa Barbara Airport Sister Cities Flags project
- Downtown Shooting Stars Holiday Lighting
- Harbor Department Flags - Stearn's Wharf
- Breakwater Flag Project

Earl Warren Showgrounds, Santa Barbara

- National Horse Show, event flags, banners, decor
- International Orchid Show event decor
- CALM Antique Show event decor
- Chargo Home Show event decor
- Santa Barbara Fair & Expo

Santa Barbara Solstice Celebration

- Event Banners and Flags for Festival and Parade

Santa Barbara Old Spanish Days

- FIESTA flag and banner manufacturer officially sanctioned

Santa Barbara DOWNTOWN ORGANIZATION

- State Street flag project

University of California Santa Barbara

- Campus-wide banner and flag vendor
- Carsey Wolf Theatre
- Library
- Student Resource Building
- Nobel Laureate Banners
- Back-to-School Banners
- Graduation Event Banners

Santa Barbara City College

- Table Throws, Event Banners
- Theatre Banners
- Top College Pride Banners

Westmont College, Santa Barbara
Ceremonial and Graduation Banners

Music Academy of the West, Montecito
Gala Event Decorations
Annual Fundraiser Banners
Building front banners

Antioch University
Banners, Event Decor, Podium banners, processional

City of Carpinteria
Avocado Festival
4th July Celebration
Seaglass Festival
Rotary Club

City of Ventura
Downtown Holiday Decor
City-wide flags and banners

Ventura Harbor Village
Seasonal Banners
Holiday Lighting & Decor

County of Ventura
Channel Islands Bridge Banners

City of Oxnard
Dallas Cowboys Avenue Banners
Strawberry Festival
Downtown Tree Lighting
Downtown Christmas Decor
Downtown Event Banners

City of Port Hueneme
City Event Banners
Holiday decor

City of Camarillo
Event Banners
Holiday Decor
All-seasonal Ventura Blvd. banner program

City of Thousand Oaks
Custom flag & banners
Holiday Decor

City of Simi Valley

Custom event flags

Patriotic / Military service member banner program

City of Santa Maria

S.B. Fair & Expo

Santa Maria Strawberry Festival

City of Bakersfield

Event Banners

Bakersfield (Kern Co) Fair

Aera Park Event Banners

City of West Hollywood

Official manufacturer of City Logo Flags

Los Angeles County Fair

Pomona, Avenue Banner, flags & decor

City of Upland

Lemon Festival event banners & stage decor

GOLETA-SPECIFIC OFFERINGS

BRACKET HARDWARE: BANNER•SAVERS

Fiber-Flex Arm, Wind-Spilling Patented BANNER•SAVER System with Spring-Action Casting to spill wind. One Banner Saver for Top of each banner plus one Banner Saver for Bottom of each banner. TOTAL: 120 Banner-Savers to display 60 individual banners. Each banner is displayed as a “single” display per pole (60 banners on 60 different poles).

BANDING/STRAPPING:

Band-It Mfr. #201 Stainless Steel Strapping ¾” x .030” thickness super-duty USA-made banding strap; with individual Earl-Lokt brand buckles also from USA-source Band-It Mfr. Using radial-compression banding tool to affix banding strap with compression buckles on each Banner-Saver system. Three strappings TOP plus three strappings BOTTOM = 6 Stainless Steel Straps and 6 Stainless Steel Buckles PER BANNER / PER POLE.

INSTALLATION: Osha-Certified Manlift Boom Truck; With Traffic Direction Signal Lights in Back of Vehicle. Minimum three (3) man operation: 1. Boom Lift Operator 2. Vehicle Driver, supervisor; 3. Ground Man, banner and hardware facilitator. INSTALLATION CREW shall have minimum 5 years’ experience with street safety and installation protocol. INSTALLATION CREW shall have training and certification in 1.) Fall Protection; 2.) Personal Protective Equipment; and 3.) Overhead Obstacles. The rule of thumb is 15-ft. to the BOTTOM of the banner for installation at locations.

EMERGENCY SERVICE: Vendor shall provide 24-hr. emergency cell phone numbers of responsible project manager in case of damage or loss due to vandalism, theft or weather Acts of God. Vendor shall mobilize within 12-hrs to remedy problems; repairs or replacements. Inventory of extra banners shall be kept for all seasons/types/kinds per above list for use in emergency replacements AT NO ADDITIONAL COST TO THE CITY OF GOLETA for the duration of the annual agreement.

INSURANCE:

WORKERS COMP – Employer’s Liability \$1,000,000, Plus \$1,000,000 Umbrella

GENERAL LIABILITY - \$2,000,000 Including Premises & Operations, Contractual Liability, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Personal Injury, Broad Form Liability Endorsement

AUTOMOTIVE LIABILITY - \$1,000,000 Including Owned and Hired Vehicles

TIME LINE:

Contractor must be able to complete production and installation of banners no later than 15 business days from the time the order is placed and artwork is provided to Contractor.

ATTACHMENT 2

General Services Agreement Between the City of Goleta and Main Street Banner USA for Street Banner Services for Fiscal Years 2019/20 and 2020/21

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
WONDERFUL THINGS, INC. DBA MAIN STREET BANNER USA**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this 17th day of **September, 2019**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **WONDERFUL THINGS, INC.**, a California Corporation, (hereinafter referred to as "Service Provider").

WHEREAS, the City needs banners and associated hardware for banner installation and rotation services; and

WHEREAS, the Service Provider manufactures proprietary banners and associated hardware for banner installation as well as provides banner rotation services; and

WHEREAS, this Service Provider will be providing banner creation, installation, and maintenance services in conjunction with the Banner Program project; and

WHEREAS, Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and

WHEREAS, Service Provider was recommended for award based on Service Provider's qualifications, provision of proprietary brackets and banners needed to be compatible with existing equipment, and experience in performing these services for the City; and

WHEREAS, Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080; and

WHEREAS, the City Council, on this 17th day of September 2019, approved this Agreement and authorized the City Manager to execute the Agreement.

The City and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform provide street light banners and perform street light banner installation and rotation, as requested, and attached herein as **Exhibit "A"**. Service

City of Goleta
Neighborhood Services and Public Safety Agreement with Wonderful Things Inc. dba Main
Street Banner USA
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Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be \$58,640, and **SHALL NOT EXCEED** the sum of \$60,000 over the life of the Agreement, and shall be earned on the following basis:

Fixed amounts with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "A,"** attached and incorporated herein. The remaining \$1,360 of the not-to-exceed amount shall be available as a contingency for additional repairs or replacement of banners or brackets.

(b) **Payment.** All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is Vyto Adomaitis, Director of Neighborhood Services and Public Safety.

4. PROGRESS AND COMPLETION

Service Provider shall commence and complete rotation of street light banners and provide necessary banner storage, materials and equipment as specified in the attached Street Light Banner Program for Fiscal Year 2019-2020 and 2020-21 included herein as Exhibit "A" as requested and authorized by the Project Manager.

5. AGREEMENT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all

federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Service Provider Non-Discrimination. The Service Provider shall not discriminate based on race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such

periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

Adherence to Requirements of Southern California Edison. Service Provider shall comply with all requirements in Section 1 of the attached License Agreement between the City and Southern California Edison attached as Exhibit "B".

6. TERM

This Agreement shall expire on **June 30, 2021**.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and

losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Jonathan Alburger is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City.

This Agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

(c) Nonwaiver. The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. INSURANCE

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.

- c) Liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, which ever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

18. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

19. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

20. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

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TO SERVICE PROVIDER: Janusz Zarczynski, President
Wonderful Things Inc. dba Main Street Banner USA
P.O. Box 41829
Santa Barbara, CA 93140

21. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

SERVICE PROVIDER

Michelle Greene, City Manager

Janusz Zarczynski, President

ATTEST:

Deborah Lopez, City Clerk

Monica Romero, Secretary

APPROVED AS TO FORM



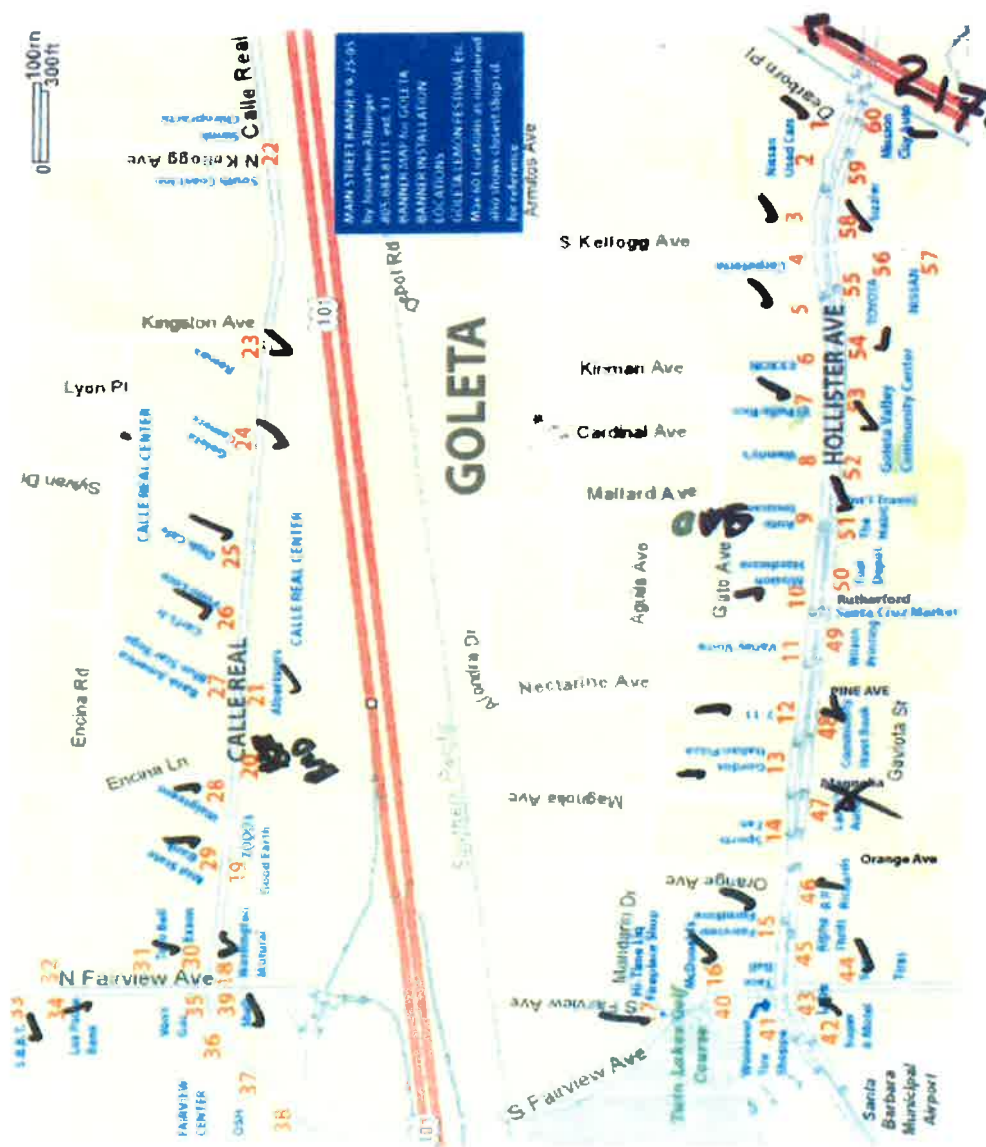
Winnie Cai, Assistant City Attorney

Exhibit A

A. Banner Locations

EXISTING 80 Locations at Calle Real, Old Town, and Storke/Hollister

Street light banner installations shall include all street lights along Hollister Avenue in Old Town between Fairview Avenue and Highway 217 ("Old Town," 30 locations) as well as all street lights along Calle Real between N. Kellogg Ave and N. Fairview Ave ("Calle Real," 30 locations) as depicted in the map below **totaling 60 locations**.



Street light banner installations shall include select street lights along Storke Road between Hollister Avenue and Phelps Road as well as select street lights along Hollister Avenue between Cortona Drive and Pacific Oaks Road as generally depicted in the map below totaling 20 locations.



B. Banner Rotations

Rotations shall occur as follows for all 80 locations at \$5,332.00 per rotation:

Goleta Lemon Festival Installation (August 5, 2019)

Installation is the responsibility of the Goleta Chamber of Commerce and will be done at its own expense with coordination of the City and Service Provider

FISCAL YEAR 2019-20

1st Rotation (October 1, 2019)

Switch out "Lemon Festival" banners to "Welcome to Goleta/Old Town" banners

2nd Rotation (November 15, 2019)

Switch out "Welcome to Goleta/Old Town" banners to "Happy Holidays" banners

3rd Rotation (January 3, 2020)

Switch out "Happy Holidays" banners to "Welcome to Goleta/Old Town" banners

4th Rotation (March 16, 2020)

Switch out "Welcome to Goleta/Old Town" banners to "Spring Flowers" banners

City of Goleta

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5th Rotation (June 15, 2020)

Switch out "Spring Flowers" banners to "Summer Suns" banners

Goleta Lemon Festival Rotation (August 3, 2020)

Rotation is the responsibility of the Goleta Chamber of Commerce and will be done at its own expense with coordination of the City and Service Provider

FISCAL YEAR 2020-21

6th Rotation (September 28, 2020)

Switch out "Lemon Festival" banners to "Welcome to Goleta/Old Town" banners

7th Rotation (November 16, 2020)

Switch out "Welcome to Goleta/Old Town" banners to "Happy Holidays" banners

8th Rotation (January 4, 2021)

Switch out "Happy Holidays" banners to "Welcome to Goleta/Old Town" banners

9th Rotation (March 17, 2021)

Switch out "Welcome to Goleta/Old Town" banners to "Spring Flowers" banners

10th Rotation (June 17, 2021)

Switch out "Spring Flowers" banners to "Summer Suns" banners

All installations shall occur within 72 hours of specified dates. Banner designs and Bracket information are depicted in Section F.

C. Replacement of Brackets and Banners

Installation of new BANNER-SAVER Spring Systems Brackets and/or strapping (inclusive of needed hardware, taxes and labor) at the 80 Locations identified in Section A is not needed at this time. Brackets costs are \$135 each plus tax. Labor to install each bracket is \$100.00 at each location.

Up to 25 existing banners have reached their useful life and will need replacement. Each new matching banner will be provided at \$197.50 plus tax.

Banner designs and bracket information are depicted in Section F.

The costs for the replacement of 25 banners at various locations throughout the City total \$5,320.16.

D. Banner Storage

Service Provider shall store all City-owned banners in a secure, indoor location and shall maintain banners in good condition, notwithstanding normal "wear and tear."

E. Program Cost

Recurring costs for banner rotations at all 80 locations as presented in Exhibit A Section B				
	Units	Unit Price	Tax	Amount
Rotations for the existing 80 locations	10	\$5,332.00	n/a	\$ 53,320.00
Subtotal				\$ 53,320.00
One-time costs for replacement/repair of damaged/missing banners/brackets as presented in Exhibit A Section C				
	Units	Unit Price	Tax	Amount
Banners, replace those that are cracking/ripping	25	\$ 197.50	\$ 15.31	\$ 5,320.16
Brackets for New Locations (n/a)	0	\$ 135.00	\$ 10.46	\$ -
Bracket labor installation for New Locations (n/a)	0	\$ 100.00	n/a	\$ -
Subtotal				\$ 5,320.16
TOTAL Anticipated Cost of the Program with Replacement Banners				\$ 58,640.16
Additional Contingency for brackets/banner repair and/or replacement				\$ 1,359.84
TOTAL Not-to-Exceed				\$ 60,000.00

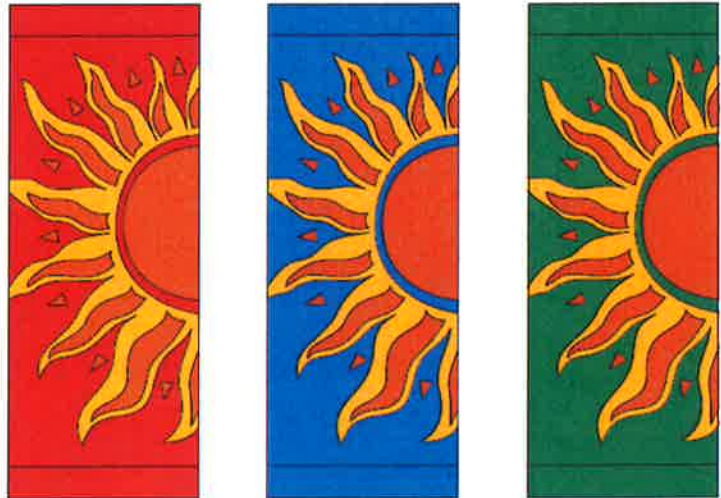
Total Cost of above Program, including all labor, materials and taxes, and a nominal contingency is not to exceed \$60,000. Note that this price includes all on-going inspections of brackets, straps and hardware with each banner rotation, on-going storage and cleaning of banners, as well as a small (\$1,359.84) contingency for the replacement of defective hardware, including straps and brackets, and any additional banners if needed.

F. Banner Designs and Bracket Information:

“Welcome to Old Town/Goleta”



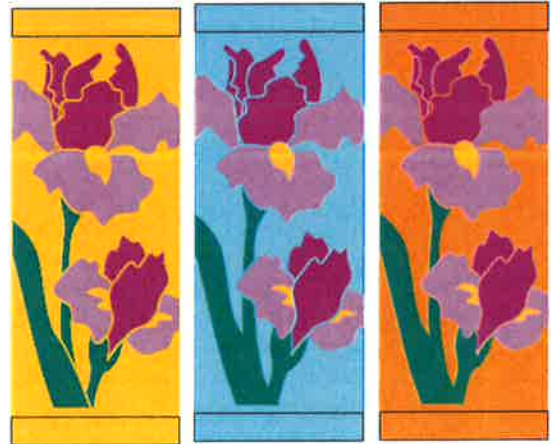
“Summer Suns”



“Happy Holidays”



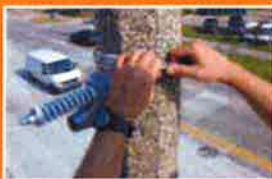
“Spring Flowers”



MAIN STREET BANNER U.S.A.

BannerSaver™ Installation Guide

Installation Steps:



- 1** Mount top and bottom of bracket to pole with metal bands. Secure metal bands with screw driver.



- 2** Install fiberglass arm and insert pin into nose and arm.



- 3** Insert zip tie through banner grommet and pin.



- 4** Clip excess ends of metal bands and zip ties.

The BannerSaver bracket is easy to install, move and adjust. These step by step instructions will provide the necessary information for any installer to install the perfect light pole banner program.

It is highly recommended that you install the banner at the same time you install the brackets. Installing the brackets prior to installing the banner will likely result in necessary adjustments and incorrect measurements. We recommend a "top-to-bottom" approach.

Necessary Equipment

- | | | |
|--|---|-----------------|
| • Two BannerSaver™ Brackets per banner | • Zip Ties (two per banner) | • Tin Snips |
| • Banding (three per bracket) | • Lift Truck | • Plastic Snips |
| | • Electric Screw Driver with 5/16" nut driver | • Duct Tape |

Installing the Top Bracket

- Position and fully install top bracket
- Use three bands per bracket, six per set
- **Remember—top bracket, spring on top!**
(Duct tape is useful as a third-hand while you secure the banding.)

Install Top Edge of Banner

- Fiberglass arm needs to be 10 cm longer than banner width
- Insert arm through pole pocket and insert end with the metal sleeve into the nose of the bracket
- Insert Pin through nose and fiberglass arm
- Finish with zip tie through grommet
- Tighten banding and clip excess banding and zip tie

(At this point the top bracket and the top of the banner will be fully installed.)

Installing the Bottom Bracket

Move down the pole and install the bottom bracket and banner.

- Insert fiberglass arm through the pole pocket with the metal sleeve inserted into the nose of the bracket
- Insert the pin through nose and fiberglass arm
- Remember—bottom bracket, spring on bottom!

The banner is now fully extended and attached to the BannerSaver bracket. The BannerSaver bracket is now ready to be installed on the pole.

- Push bottom bracket against pole and install both top bands

Remember, BannerSaver brackets have a one degree cantilever so the bottom of the bracket will stick out one degree.

- Push bottom edge of bracket against pole and install bottom band
- Finish with zip tie through grommet and trim ends of the zip tie and banding

Exhibit B

Agreement No. 2010-098
City of Goleta, California

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement"), is made and entered into this 14th day of September 2010, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, (hereinafter called "Company") and the City of Goleta 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 poles ("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:

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License Agreement

- A. Attachment shall be secured by means of stainless steel straps.
- 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 break-away, 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.

2. Except as otherwise herein provided, the use by City of such Pole as herein provided for shall be without charge. City and/or City's agent shall not derive any revenues in connection with the license issued hereby that exceeds the direct expenses incurred in generating such revenues. City and/or City's agent shall maintain complete and accurate records in accordance with generally accepted methods of accounting for all transactions involving payment from a third-party for placement of an Attachment for three (3) years after the corresponding payment. Company shall have access to such records, upon reasonable notice, for the purposes of audit during normal business hours, for so long as such records are required to be maintained.

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License Agreement

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.

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License Agreement

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

CUSTOMER:

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

BY: *Dan Smig*
TITLE: City Manager

ATTEST: *Deborah Constantino*
TITLE: City Clerk

COMPANY:

SOUTHERN CALIFORNIA EDISON
COMPANY

BY: *Roy Haganley*
TITLE: Regional Manager, SOLO

ATTEST: *Robert Bues*
ATTEST: _____

APPROVED AS TO FORM:

Tim W. Giles
Tim W. Giles
City Attorney

DATE: 9-16-2010

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License Agreement