

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

3390

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

Document: Central Lincoln PUD Banner Agreement

Date: October 20, 2022

Statement of Purpose: Banner Agreement - PUD -
Banner Installation

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: [Signature] Date: 10/20/2022

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position	Date:
Budget Confirmed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Certificate of Insurance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
City Council Approval Needed:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date:	_____

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

City Manager Signature: [Signature] Date: 10/20/2022

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

City Recorder Signature: _____ Date: _____

Date posted on website: _____

BANNER & PENNANT POLE CONTACT AGREEMENT

THIS AGREEMENT, made this 20~~th~~ day of October, 2022 by and between the
CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT (hereinafter called the "District"), and the City of Newport
(hereinafter called the "City");

RECITALS:

WHEREAS, District owns certain utility poles within the boundaries of the City; and

WHEREAS, City desires to have attached to said poles what are commonly known as "banners"
or "pennants"; and

WHEREAS, the City has identified the pole contacts necessary for said banners or pennants,
described herein as Exhibit A; and

WHEREAS, the District has determined that said described pole contacts will not interfere with
the operation of the District's facilities; and

WHEREAS, District desires to cooperate with the City's request to place said banners, pennants
and necessary banded brackets (contacts) on said poles;

NOW, THEREFORE, the parties hereto agree as follows:

1. The District hereby agrees to permit the City to construct, maintain and remove
banners, pennants and necessary banded brackets, located and described as in Exhibit B.
2. The City hereby agrees that the brackets installed upon the District's poles shall be
constructed in accordance with the specifications contained in the Exhibit B, and by this
reference made a part hereof.

3. The City hereby agrees that the brackets hereinabove described shall at all times be constructed, operated and maintained in accordance with the laws of the State of Oregon, the specifications, rules and regulations of the District, and the National Electrical Safety Code promulgated by the United States Bureau of Standards.
4. The City agrees that the installation, maintenance, operation and removal of the banners, pennants and brackets will be done by qualified personnel. City agrees that in cases which, in the sole discretion of the District, present a hazard to personnel, said installation, maintenance and removal will be done by qualified District personnel at the City's expense.
5. The City hereby agrees that the construction, operation and maintenance of the City's banners, pennants and brackets, shall be without cost or expense of the District, though under the general supervision and subject to the approval of the District, and subject to such rules and regulations as the District may from time to time prescribe.
6. The City hereby agrees to assume all risk of loss, damage and injury to its banners, pennants and brackets or personnel which may result from City's presence on the District's poles.
7. The City hereby agrees that any and all damage or injury to District property in the construction, operation or maintenance of its banners, pennants and brackets will be immediately repaired by the City under the supervision and the satisfaction of the District.
8. City agrees to indemnify and hold harmless the District, its successors and assigns against any and all claims, suits, actions, debts, damages, costs, charges, expenses (including court cost and attorneys' fees) arising from any and all liability, losses and damages of any nature from whatever sources arising out of the design, installation, placement and maintenance of said banners, pennants, and brackets on said poles, except to the extent attributable to the fault of District, its employees, agents or representatives, or to District's breach of this agreement. City

agrees to provide liability insurance naming the District as an additional insured in the minimum amounts of \$500,000.00 for any number of claims arising out of a single accident or occurrence.

9. City shall furnish to the District proof of such insurance reasonably satisfactory to District and shall provide the District with thirty (30) days written notice prior to any cancellation to change in coverage.
10. City agrees to design, install, place and maintain said banners, pennants and brackets pursuant to any specifications, regulations or guidelines which the District may promulgate. Any additions or modifications by City shall require District approval prior to implementation. District reserves the right to decline permission of the use to District's poles for any reason whatsoever. In the interests of safety, the District hereby reserves the right to remove any banners, pennants or brackets from District's poles without prior notice.
11. This agreement shall continue in full force and effect until revoked by either party upon thirty (30) days written notice.
12. In the event that either party is required to retain the services of an attorney to enforce the terms of this agreement, the parties agree that the prevailing party shall be entitled to reasonable attorneys' fees, cost and disbursements.
13. City hereby agrees that on or before the termination of this agreement, the City will remove, under the District's supervision, all of its property from the District's poles and restore the same to a condition satisfactory to the District; however, reasonable wear and tear, damage by the elements, or circumstances over which to the City has no control, is excepted.
14. City hereby agrees that in the event of pole replacement or relocation all contacts will be transferred by the City under the supervision and to the satisfaction of the District's representatives. The expense of such transfer shall be borne by the City.

15. City agrees that the continued location of the poles carrying City's banners, pennants and brackets covered by this agreement, cannot be guaranteed by the District. City agrees that in case the District must relocate poles City will provide other support for the banners and pennants or will move said items and brackets to the relocated pole at City's expense.
16. It is understood by both parties the City may assign its rights hereunder subject to the express written authorization of District. Such authorization shall not be unreasonably withheld. The authorization to assign shall not relieve City of the duties contained in this agreement. Any such authorizations shall be attached to this agreement as additional exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts on the day and year first above written.

City of Newport

By: _____

Title: _____

CENTRAL LINCOLN PEOPLE'S UTILITY
DISTRICT

by: _____

General Manager

15. City agrees that the continued location of the poles carrying City's banners, pennants and brackets covered by this agreement, cannot be guaranteed by the District. City agrees that in case the District must relocate poles City will provide other support for the banners and pennants or will move said items and brackets to the relocated pole at City's expense.
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IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts on the day and year first above written.

City of Newport

By: DRW

Title: City Manager

CENTRAL LINCOLN PEOPLE'S UTILITY
DISTRICT

by: T. J. [Signature]

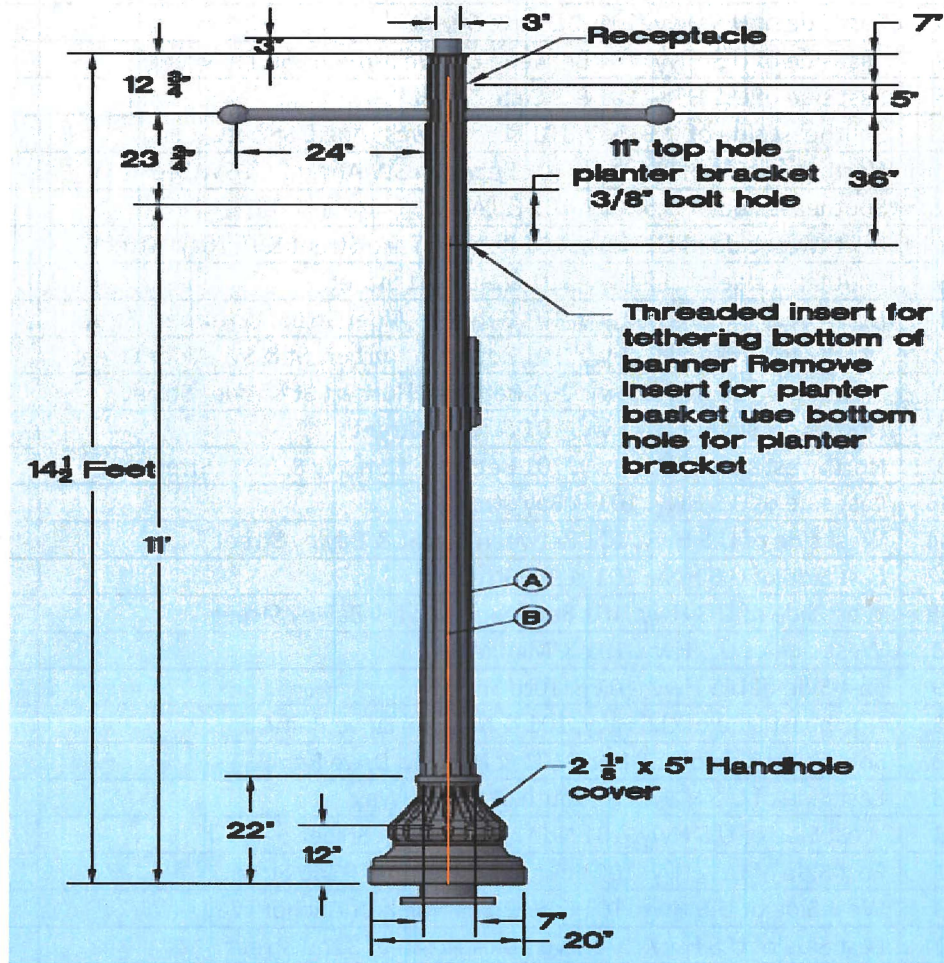
General Manager

EXHIBIT "A"

CITY OF NEWPORT APPROVED POLES TO HANG BANNERS

#	POLE Tag	LOCATION	APPROVED DATE
1	F08B139	East side of U.S Hwy. 101 & E Olive Street	10/20/2022
2	F08B138	East side of U.S Hwy. 101 Between E Olive Street & SE 1st Street	10/20/2022
3	F08B136	East side of U.S Hwy. 101 & S Cape Street	10/20/2022
4	F08F152	Southeast side of U.S Hwy. 101 & Southwest Angle Street	10/20/2022
5	F08F157	Northwest side of U.S Hwy. 101 Between SW Angle St & SW Lee St	10/20/2022
6	F08F155	Southeast side of U.S Hwy. 101 & Lee St	10/20/2022
7	F08F163	Northwest side of U.S Hwy. 101 Between Lee Street & Hurbert Street	10/20/2022
8	F08F168	Southeast side of U.S Hwy. 101 & Hurbert Street	10/20/2022
9	F08F173	Northwest side of U.S Hwy. 101 Between Alder Street & Hurbert Street	10/20/2022
10	F08F174	Northwest side of U.S Hwy. 101 Between Hurbert St & SW Alder Street	10/20/2022
11	F08F170	Southeast side of U.S Hwy. 101 Between Hurbert St & Alder Street	10/20/2022
12	F08E118	Northwest side of U.S Hwy. 101 & Alder Street	10/20/2022
13	F08E120	Northwest side of U.S Hwy. 101 Between Neff Wy & Alder Street	10/20/2022
14	F08M136	East side of U.S Hwy. 101 & Bay Street	10/20/2022
15	F08M134	West side of U.S Hwy. 101 Between Bay St & Bayley Street	10/20/2022
16	F08M137	East Side of U.S Hwy. 101 & 9th Street	10/20/2022
17	F08M135	West Side of U.S Hwy. 101 Between Bay St & Bayley Street	10/20/2022
18	F08N073	West side of U.S Hwy. 101 & Minnie St	10/20/2022
19	F08N079	East Side of U.S Hwy. 101 & 10th St	10/20/2022
20	F08N082	Northeast Side of U.S Hwy. 101 & Naterlin Drive Ramp	10/20/2022
21	F08N083	Southwest side of U.S Hwy. 101 & Naterlin Drive Ramp	10/20/2022
22	F17G083	East Side of U.S Hwy. 101 South of Pacific Way	10/20/2022
23	F17G081	West Side of U.S Hwy. 101 North of Abalone Street	10/20/2022
24	F17K151	East Side of U.S Hwy. 101 Four Poles North of 32nd Street	10/20/2022
25	F17K138	West Side of U.S Hwy. 101 Four Poles North of Anchor Way	10/20/2022
26	F17K149	East Side of U.S Hwy. 101 Two Poles North of 32nd Street	10/20/2022
27	F17K136	West Side of U.S Hwy. 101 Two Poles North of 32nd Street	10/20/2022
28	F17K142	East Side of U.S Hwy. 101 at 3211 S Coast Street	10/20/2022
29	F17K132	West Side of U.S Hwy. 101 Three poles North of 35th Street	10/20/2022
30	F17K144	East Side of U.S Hwy. 101 Two Poles North of 35th Street	10/20/2022
31	F17K130	West Side of U.S Hwy. 101 One Pole North of 35th Street	10/20/2022

EXHIBIT "B" BANNER AND PENDANT POLE CONTACT



NOTE: ANY VARIATION IN DIMENSION OR CONFIGURATION MUST BE APPROVED BY PUD ENGINEER



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

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

Document: Agreement Date: June 28, 2022

Statement of Purpose: Banner Agreement - PUD - Aquarium Banner Installation

Department Head Signature: Peggy Hawker

Remarks, if any: _____

City Attorney Review and Signature: Dan N. Allen Date: 6/28/2022

Other Signatures as Requested by the City Attorney: _____

	Signature				Name/Position
Budget Confirmed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			N/A <input type="checkbox"/>
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>			N/A <input checked="" type="checkbox"/>
City Council Approval Needed:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			Date: _____

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

City Manager Signature: [Signature] Date: 7-2-22

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

City Recorder Signature: _____ Date: _____

Date posted on website: _____

BANNER & PENNANT POLE CONTACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022 by and between the
CENTRAL LINCOLN PEOPLE'S UNILITY DISTRICT (hereinafter called the "District"), and the City of Newport
(hereinafter called the "City");

RECITALS:

WHEREAS, District owns certain utility poles within the boundaries of the City; and

WHEREAS, City desires to have attached to said poles what are commonly known as "banners"
or "pennants"; and

WHEREAS, the City has identified the pole contacts necessary for said banners or pennants,
described herein as Exhibit A; and

WHEREAS, the District has determined that said described pole contacts will not interfere with
the operation of the District's facilities; and

WHEREAS, District desires to cooperate with the City's request to place said banners, pennants
and necessary banded brackets (contacts) on said poles;

NOW, THEREFORE, the parties hereto agree as follow:

1. The District hereby agrees to permit the City to construct, maintain and remove
banners, pennants and necessary banded brackets, located and described as in Exhibit B.
2. The City hereby agrees that the brackets installed upon the District's poles shall be
constructed in accordance with the specifications contained in the Exhibit B, and by this
reference made a part hereof.

3. The City hereby agrees that the brackets hereinabove described shall at all times be constructed, operated and maintained in accordance with the laws of the State of Oregon, the specifications, rules and regulations of the District, and the National Electrical Safety Code promulgated by the United States Bureau of Standards.
4. The City agrees that the installation, maintenance, operation and removal of the banners, pennants and brackets will be done by qualified personnel. City agrees that in cases which, in the sole discretion of the District, present a hazard to personnel, said installation, maintenance and removal will be done by qualified District personnel at the City's expense.
5. The City hereby agrees that the construction, operation and maintenance of the City's banners, pennants and brackets, shall be without cost or expense of the District, though under the general supervision and subject to the approval of the District, and subject to such rules and regulations as the District may from time to time prescribe.
6. The City hereby agrees to assume all risk of loss, damage and injury to its banners, pennants and brackets or personnel which may result from City's presence on the District's poles.
7. The City hereby agrees that any and all damage or injury to District property in the construction, operation or maintenance of its banners, pennants and brackets will be immediately repaired by the City under the supervision and the satisfaction of the District.
8. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 to 30.300), and to the extent otherwise provided for in private contracts of insurance, City agrees to indemnify and hold harmless the District, its successors and assigns against any and all claims, suits, actions, debts, damages, costs, charges, expenses (including court cost and attorney's fees) arising from any and all liability, losses and damages of any nature from whatever sources arising out of the design, installation, placement and maintenance of said banners, pennants, and brackets on said poles, except to the extent attributable to the fault of District, its employees, agents

or representatives, or to District's breach of this agreement. City agrees to provide liability insurance naming the District as an additional insured in the minimum amount of \$500,000.00 for any number of claims arising out of a single accident or occurrence.

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11. This agreement shall continue in full force and effect until revoked by either party upon thirty (30) days written notice.
12. In the event that either party is required to retain the services of an attorney to enforce the terms of this agreement, the parties agree that the prevailing party shall be entitled to reasonable attorneys' fees, cost and disbursements.
13. City hereby agrees that on or before the termination of this agreement, the City will remove, under the District's supervision, all of its property from the District's poles and restore the same to a condition satisfactory to the District; however, reasonable wear and tear, damage by the elements, or circumstances over which to the City has no control, is excepted.

14. City hereby agrees that in the event of pole replacement or relocation all contacts will be transferred by the City under the supervision and to the satisfaction of the District's representatives. The expense of such transfer shall be borne by the City.
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IN WITNESS WHEREOF, the parties hereto have executed this agreement in several counterparts on the day and year first above written.

City of Newport

By: 

Title: City Manager

CENTRAL LINCOLN PEOPLE'S UTILITY
DISTRICT

By: _____

General Manager

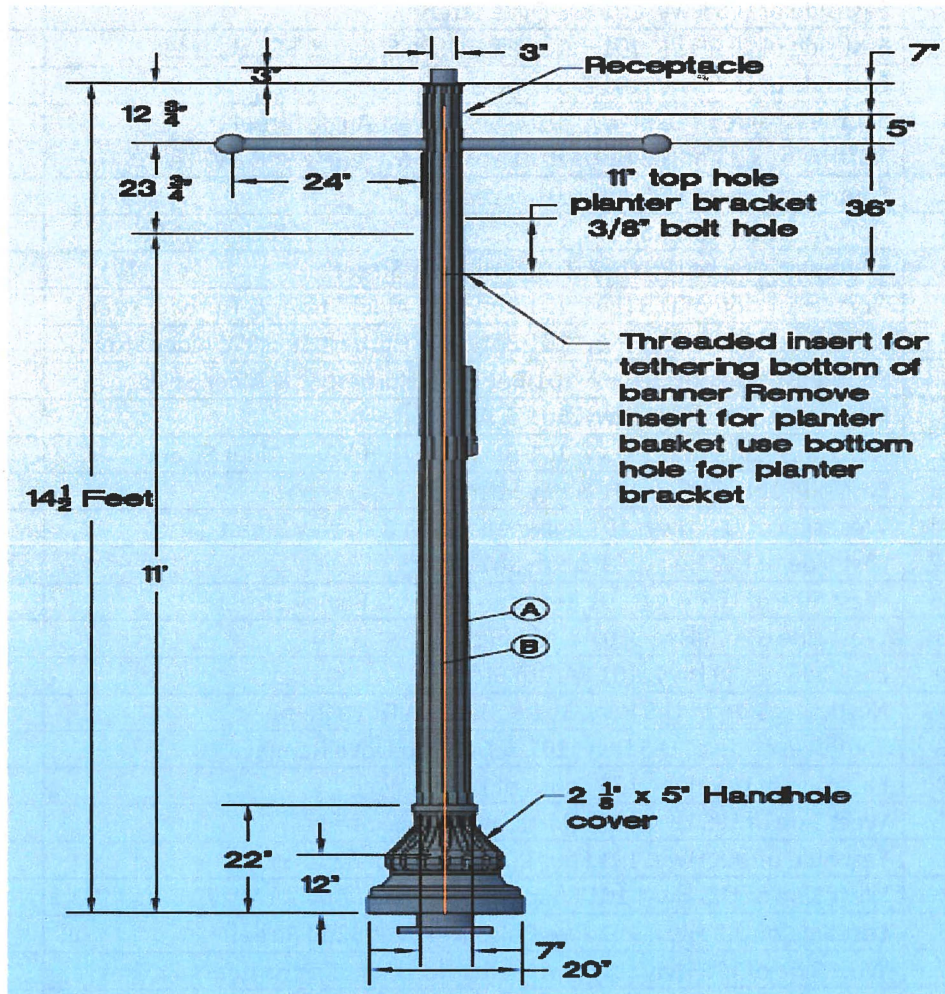
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EXHIBIT "B"

BANNER AND PENDANT POLE CONTACT



NOTE: ANY VARIATION IN DIMENSION OR CONFIGURATION MUST BE APPROVED BY PUD ENGINEER