

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.

00-1073-S1

CITY OF LOS ANGELES  
CALIFORNIA



JAMES K. HAHN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 395, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 978-1043  
General Information - (213) 978-1133  
Fax: (213) 978-1040

HELEN GINSBURG  
Chief, Council and Public Services Division

PLACE IN FILES  
FEB 28 2003  
DEPUTY *g*

February 12, 2003

Honorable James Hahn, Mayor  
Councilmember Weiss  
Bureau of Street Services  
Chief Legislative Analyst  
City Administrative Officer

RE: NOTE AND FILE REPORT RELATIVE TO COORDINATED STREET FURNITURE PROGRAM

At the meeting of the Council held February 12, 2003, the following action was taken:

Attached report adopted.....	_____ X _____
Attached motion ( - ) adopted .....	_____
Attached resolution adopted.....	_____
Ordinance adopted.....	_____
Ordinance number .....	_____
Publication date.....	_____
Effective date.....	_____
Mayor approved.....	_____
FORTHWITH.....	_____
Mayor concurred .....	_____
To the Mayor FORTHWITH .....	_____
Motion adopted to approve committee report recommendation(s)...	_____
Motion adopted to approve communication recommendation(s).....	_____
Findings adopted .....	_____
Generally exempt .....	_____

*J. Michael Carey*

City Clerk  
bs

steno\001073.1

*FF* *clt* *2/26/03*



19

**PUBLIC WORKS COMMITTEE**

Report/Communication for Signature

Council File Number 00-1073-51

Committee Meeting Date 1-22-03

Council Date 2-12-03

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Jan Perry, Chair	✓		
Councilmember Tom LaBonge	✓		
Councilmember Pacheco			✓

Remarks N4F St Furniture status

Cynthia Landis, Legislative Assistant ★★★★★ Telephone 213-978-1074

TO THE COUNCIL OF THE  
CITY OF LOS ANGELES

Your PUBLIC WORKS Committee

reports as follows:

Public Comments: Yes No  
XXX —

PUBLIC WORKS COMMITTEE REPORT relative to the Coordinated Street Furniture Program.

Recommendation for Council action:

NOTE and FILE the Bureau of Street Services report entitled, "Response to Motion (Weiss - Reyes): Automated Public Toilet Experiences in San Francisco and City of Los Angeles Coordinated Street Furniture Program Status Report," and, the Viacom/JCDecaux communication dated January 13, 2003, inasmuch as both were submitted for information only and no Council action is required.

Fiscal Impact Statement: Not applicable.

SUMMARY

On January 22, 2003, the Public Works Committee (PW) considered a Bureau of Street Services (BSS) report and a Viacom/ JCDecaux letter dated January 13, 2003, providing an overview of the problems the company had encountered in other cities.

BSS and Viacom both reported that the selection of the right locations is the key to a successful program and to the reduction of problems. In general, the best locations are tourist areas with a lot of foot traffic, however, since there is a major need for automatic public toilets (APTs) in homeless and higher crime areas, correct siting and maintenance of the facilities can mitigate the problems.

The City determines all APT locations, in consultation with the contractor. Viacom Decaux does not propose any sites, they only investigate locations approved by Council Offices as potentially feasible locations. Of 513 potential sites submitted to various Council Offices for pre-approval, 128 locations have been pre-approved by the respective Council offices, including three APT locations.

Both Viacom Decaux and the City's Project Management Team continue their efforts to obtain permits and approvals from the various City

agencies in preparation for the installation of the first franchise furniture elements. It is hoped that the first of the initial three APTs will be installed in March 2003 in Council Districts 4, 9 and 14, once the plan check process is complete and utility connection scheduling can be secured. Street furniture, other than APTs will not be installed for probably another 6 months or more, mainly because of the minimum 300 permit requirement. The community and business outreach process to obtain support for each site is very complicated and time consuming.

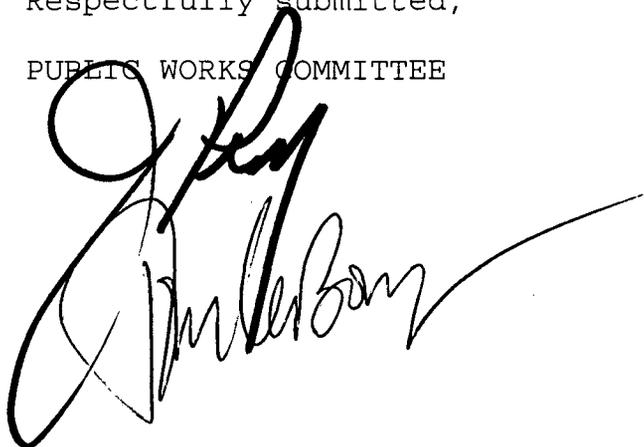
Councilmember LaBonge suggested that Viacom/Decaux contact the Mayor's Business Team for assistance in expediting the program.

The LAPD reported that it did not anticipate additional problems being caused by the siting of the APTs. Emergency access to the units is available to the LAPD and LAFD. Each unit is connected to City utility and sewer services.

The PW Committee concurred with the Department's recommendation to note and file and forwarded the matter to Council for its consideration.

Respectfully submitted,

PUBLIC WORKS COMMITTEE



CAL  
2/6/03  
#001073.1

REPT.  
**ADOPTED**

FEB 12 2003

**LOS ANGELES CITY COUNCIL**

COUNCIL VOTE

Feb 12, 2003 12:03:22 PM, #11

ITEM NO. (19)

Voting on Item(s): 19

Roll Call

BERNSON	Absent
GALANTER	Yes
GARCETTI	Yes
GREUEL	Yes
HAHN	Yes
HOLDEN	Absent
LABONGE	Yes
*MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Yes
REYES	Yes
WEISS	Yes
ZINE	Yes
PADILLA	Yes
	Absent

Present: 12, Yes: 12 No: 0

**PUBLIC WORKS COMMITTEE**

SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 00-1073-51

- Council Member(s) 5
- Petitioner/Communicant \_\_\_\_\_
- Board of Public Works (Mail Stop 465) \_\_\_\_\_
- Bureau of Accounting (Mail Stop 470) \_\_\_\_\_
- Bureau of Contract Administration (Mail Stop 480) \_\_\_\_\_
- Bureau of Engineering (Mail Stop 901) Land Development/Real Estate Div
- Bureau of Street Services (Mail Stop 550) \_\_\_\_\_
- Bureau of Street Lighting (Mail Stop 545) \_\_\_\_\_
- Fire Department \_\_\_\_\_
- Police Department \_\_\_\_\_
- Controller \_\_\_\_\_
- Mayor (~~with~~/without file) \_\_\_\_\_
- Chief Legislative Analyst \_\_\_\_\_
- City Administrative Officer \_\_\_\_\_
- City Attorney (with blue sheet) \_\_\_\_\_
- City Clerk \_\_\_\_\_
- DOT (Mail Stop 725) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

CITY OF LOS ANGELES SPEAKER CARD

Date 1/22/03

Council File No., Agenda Item, or Case No. 1

I wish to speak before the Public Work
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?
Name: FRANCOIS NION

Business or Organization Affiliation: VIACOM DECAUX

Address: 1731 Workman Street LA CA 90031

Business phone: (323) 276 7558 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

VIACOM JCDecaux
OUTDOOR STREET FURNITURE
J. Francois Nion
Co-Managing Director
1731 Workman Street
Los Angeles, CA 90031 USA
Tel : 323 276 7558 - Fax : 323 276 7531
Francois.Nion@viacomdecaux.com



CITY OF LOS ANGELES SPEAKER CARD

Date 12.14.01

Council File No., Agenda Item, or Case No. ITEM #48

I wish to speak before the LOS ANGELES CITY COUNCIL Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? [X] For proposal ( ) Against proposal ( ) General comments Name: EARL E. BRENDLINGER

Business or Organization Affiliation: STUDIO UTILITY EMPLOYEES LOCAL 724 Address: 6700 MELROSE AVE. HOLLYWOOD CA 90038

Business phone: (323) 938-6277 Representing: VIACOM OUTDOOR (VIACOM DECAUX LLC)

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ] Client Name: Phone #: Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson. DEC 14 2001



CITY OF LOS ANGELES SPEAKER CARD

Date 12/14/01

Council File No., Agenda Item, or Case No. 48

I wish to speak before the City Council Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? [X] For proposal ( ) Against proposal ( ) General comments Name: ED WALLACE

Business or Organization Affiliation: GREENBERG TRAUBIG Address: 200 Park Ave NY NY 10166

Business phone: 212-801-9200 Representing: VIACOM DECAUX

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [X] Client Name: VIACOM DECAUX Phone #: 323 222-7171 Client Address: 1731 WORKMAN ST Los Angeles CA 90031

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson. DEC 14 2001

CITY OF LOS ANGELES SPEAKER CARD

Date 12-14-01

Council File No., Agenda Item, or Case No. 48

I wish to speak before the Council Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: Edmund W HENNESSY

Business or Organization Affiliation: Cheyralis

Address: 516 S. MAIN ST. LA CA 90013

Business phone: 213-895-7777 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson. DEC 14 2001

CITY OF LOS ANGELES SPEAKER CARD

Date Dec 14, 01

Council File No., Agenda Item, or Case No. Item # 48

I wish to speak before the City Council Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal ( ) Against proposal ( ) General comments

Name: Bud Hayes

Business or Organization Affiliation: SRB Housing Corp.

Address: 354 S. Spring St. Los Angeles, CA 90013

Business phone: 213-229-9640 Representing: MYSELF

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson. DEC 14 2001

CITY OF LOS ANGELES SPEAKER CARD

Date 12/14/01

Council File No., Agenda Item, or Case No. 48

I wish to speak before the City Council Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (X) Against proposal ( ) General comments

Name: Mont Alon

Business or Organization Affiliation: Alon Runyon

Address: 12528 Vanhurst Ave Street, Studio City City, CA State, 91602 Zip

Business phone: NY 769-4447 Representing: Self

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

DEC 14 2001

CITY OF LOS ANGELES SPEAKER CARD

Date 12/14/01

Council File No., Agenda Item, or Case No. 00-1073, Item 48

I wish to speak before the City Council Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (X) Against proposal ( ) General comments

Name: Amy Forbes

Business or Organization Affiliation: Gibson, Dunn & Crutcher

Address: 333 S. Grand Ave. Street City LA, CA State 90071 Zip

Business phone: 213-229-7156 Representing: Adshel

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [X]

Client Name: Adshel Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

DEC 14 2001



CITY OF LOS ANGELES SPEAKER CARD

Date 12/14/01

Council File No., Agenda Item, or Case No. 48

I wish to speak before the City Council
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?
Name: Alonzo Wickers IV
( ) For proposal
( ) Against proposal
(x) General comments

Business or Organization Affiliation: Davis Wright Tremaine LLP

Address: 865 S. Figueroa St., 24th Floor LA CA 90017
Street City State Zip

Business phone: 213 633 6865 Representing: Coalition of Print Media

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson. DEC 14 2001

NH  
late

CITY OF LOS ANGELES SPEAKER CARD

Date

DEC. 14, 2001

ITEM 48

Council File No., Agenda Item, or Case No.

I wish to speak before the \_\_\_\_\_  
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal  
( ) Against proposal  
Name: TOT HAYES ( ) General comments

Business or Organization Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Business phone: \_\_\_\_\_ Representing: \_\_\_\_\_

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Client Address: \_\_\_\_\_  
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

DEC 14 2001



January 13, 2003

The Public Works Committee  
The Honorable Council of the City of Los Angeles  
Attention City Clerk  
200 North Spring Street, Room #395  
Los Angeles, CA 90012

RECEIVED  
CITY CLERK'S OFFICE  
2003 JAN 15 AM 7:11  
BY \_\_\_\_\_  
CITY CLERK  
DEPUTY

Honorable Councilmembers,

In response to the Weiss-Reyes Motion regarding the Automatic Public Toilet included within the Los Angeles Coordinated Street Furniture contract - Council File 00-1073-S1 - Viacom Decaux is pleased to submit the following information:

**1 - Overview of the problems encountered in San Francisco and other cities, with regard to the JCDecaux automatic toilets:**

The San Francisco Coordinated Street Furniture program began in 1995 with 20 APTs and 90 kiosk/newsstands. In 1997, the contract was reviewed and expanded at the City's request, ahead of schedule. Today JCDecaux operates and maintains 25 APTs in San Francisco. During this time, nearby San Jose and Palo Alto contracted with JC Decaux to install and maintain 9 APTs under a leasing agreement. Over 4-million uses have been recorded in the 34 Bay Area toilets since the first unit was installed in June, 1995. In August, 2002 alone, a busy tourism month for San Francisco, there were nearly 80,000 uses. Worldwide, JCDecaux has installed and is maintaining APTs in 500 cities, with some 230 million uses recorded.

There have been problems in San Francisco at a few locations in the most difficult neighborhoods, the basis for the Wall Street Journal article referenced in the Motion. These problems include people staying inside the units beyond the 20-minute time limit, loitering in and around the APTs, more than one person entering the unit at one time - all of which contribute to criminal activity. Problems reported include drug use, prostitution, and vandalism to the units themselves (vandalism occurs on the public door, the coiner mechanism, and the bowl cleaning mechanism can be damaged)

**PUBLIC WORKS**

All of the APTs in the US are large in size in order to fully comply with the Americans with Disabilities Act and California's Title XXIV requirements (7 feet-1 inch wide x 12-1/2 feet long x 9 feet-10 inches high). When sited in a location with existing social problems, the APT is misused just as the rest of the area is, and the location remains troubled. In 2002, 787,000 entries were registered in the 34 JCDecaux APTS in the Bay Area. Depending upon the locations, the number of usages can vary widely, and the misused units with vandalism mainly occurred at specific areas, repeatedly.

In other Cities around the world JCDecaux is facing similar challenges when the APTs are installed in location with difficult social problems.

## **2- The cause of the problems and potential solutions to avoid repeating such problems with the Los Angeles APTs:**

Selecting the right locations is the key to a successful program and to reducing problems. In general, the best locations (for the least problems) are tourist areas with a lot of foot traffic, i.e. high usage and visibility with less inherent social problems. However, there is a major need for APTs in homeless and higher crime areas. The problems cannot be prevented, but a collaborative effort to site the toilets appropriately, to maintain a watch on these facilities, and to provide sufficient cleaning and maintenance service - will help mitigate the problems.

Potential solutions:

- Reducing the 20-minute time limit or closing the units at night might help, but does not necessarily reduce the problems.
- Close cooperation with the Police Department and Department of Social Services to keep an eye on the troubled locations is the best way to improve the situation.
- Select locations that the community at large (neighborhood, Police, Public Works...) knows have few or no social problems recorded - although some tough "problem locations" are in need of public toilets.
- Relocation of an APT. Difficult process and expensive solution.

## **3 -Maintenance and servicing provisions for automatic public toilets included in the City of Los Angeles contract with Viacom Decaux:**

The City's Coordinated Street Furniture Contract specifies that the City shall determine all APT locations, in consultation with the contractor. Viacom Decaux will not propose any sites; they will only investigate locations that have been approved by Council Offices as "potentially feasible locations". Several approvals are required before any street furniture (including APTs) can be placed under this contract, to help ensure appropriate siting. The City

Council has mandated that the affected Council Office must approve each location. Once Council Office approval is received, the adjacent property owner(s) is notified in writing of each proposed site and is given the opportunity to object. If an objection is received, the process will not continue until a hearing is held before the Board of Public Works. Finally, the eight Departments, including Public Works bureaus comprising the Street Furniture Siting Task Force - the Los Angeles Police Department (LAPD), City Planning, Transportation, Water and Power, the Bureaus of Street Services, Engineering, Street Lighting and Contract Administration - must all sign off on each location prior to the issuance of a permit. Once a permit is issued and the APT is installed, BSS will inspect the units regularly to ensure that they are adequately maintained and being used appropriately, to the greatest extent possible.

#### APT Maintenance and Servicing Provisions:

The Coordinated Street Furniture Contract requires that "Contractor shall, at its own cost, clean, repair and maintain all APTs so that each APT is operational, well maintained, and supplied with all products and materials required for its efficient and convenient use", and furthermore that each APT is "continuously maintained in a clean, graffiti-free, safe, and first-class condition". Some of the specific contract provisions to help ensure that these requirements are met include the Contractor being required to (summarized):

- Maintain a local office with a sufficient number of qualified and trained, full-time technicians to perform all expected APT maintenance;
- Provide a toll-free telephone number on each APT for 24-hour reporting of service and maintenance complaints;
- Refurbish, recondition or replace any APT that is not functioning in accordance with the contract standards;
- Inspect, clean and maintain each APT at least twice per day every day and more frequently as site conditions require. A certain percentage of all APTs shall be inspected, cleaned and maintained a minimum of three times per day (50% over the first two years, 25% thereafter); This differs from the service provisions included in the San Francisco contract which only require a single service visit per day to each unit. It is believed that these additional service visits will further assist in discouraging any illicit activity that may occur within these facilities.
- Respond to any notification of damage, vandalism, or graffiti within 4 hours and in no case more than 24 hours; replace any destroyed APT within 3 months (as soon as possible);
- Prepare and maintain a maintenance log of each APT with copies submitted to the City on a monthly basis and available upon request on a daily basis over the first (6) years of the Contract, and provided upon request thereafter;

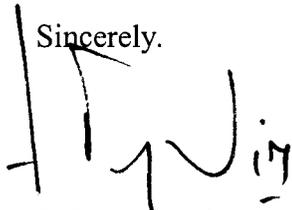
- Furnish the City, on a quarterly basis, a narrative summary of each APT outlining the maintenance operations, noting problem areas, corrective actions taken, and the number and nature of repairs attributable to vandalism along with cost information;
- Maintain and furnish the City, upon request, a written complaint log detailing complaints and/or incidents that occur associated with the APT and how each complaint was resolved.

In conclusion, Viacom Decaux provides, installs and maintains new automatic public toilets at no cost to the City or taxpayers, and will generate revenue by selling advertising on other types of street furniture. Some of the advertising revenues are shared with the City and each Council office.

The JCDecaux Automatic Public toilets have been in service worldwide for over 30 years and provide service and convenience to all citizens without discrimination, year after year. The success of the JCDecaux APTs has been demonstrated in hundreds of cities large and small. The City of San Francisco has already extended their APT contract with JCDecaux once, and is currently in discussions with the company to increase the contract for the second time in less than 7 years. In December 2002, the San Francisco Board of Supervisors approved the installation of an additional APT in the City – toilet #26.

Viacom Decaux is committed to providing the same level of service in Los Angeles as it has offered in other communities. We are looking forward to working with the City and the community to provide resourceful amenities, equipment and maintenance for which the company is famous worldwide - for all Angelinos and visitors alike.

Sincerely,



J. Francois Nion  
Co-managing Director

Cc: Ronald Deaton, Chief Legislative Analyst  
Victor Osugi, Assistant Director, Bureau of Street Services

00-1073-S1

Bureau of Street Services  
Department of Public Works  
City of Los Angeles

To the Public Works Committee  
Of the Honorable Council  
Of the City of Los Angeles  
Honorable Members:

December 9, 2002

RECEIVED  
CITY CLERK'S OFFICE  
2002 DEC 10 AM 11:57  
CITY CLERK  
BY \_\_\_\_\_  
DEPUTY

VM

SUBJECT:

Response to Motion (Weiss-Reyes): Automated Public Toilet Experiences in San Francisco and City of Los Angeles Coordinated Street Furniture Program Status Report – Council File 00-1073-S1

RECOMMENDATION:

Note and file this informational Report

DISCUSSION:

The subject Council Motion references a recent article in the Wall Street Journal that discusses some of the experiences with Automated Public Toilets (APTs) in San Francisco and asks what the City of Los Angeles can do to avoid similar problems. Specifically, the Motion asks for:

- An overview of the problems encountered in San Francisco and other Cities, with regard to the JC Decaux APTs;
- The causes of the problems and potential solutions to avoid repeating such problems with the Los Angeles APTs;
- The maintenance and servicing provisions for APTs included in the City of Los Angeles contract with Viacom Decaux; and
- The status of the City's Coordinated Street Furniture Program.

**Automated Public Toilets – San Francisco and Other Locations**

The San Francisco program began in 1995 with 20 APTs. In 1997, the contract was reviewed and extended at the City's request, ahead of schedule. Today JC Decaux is operating and maintaining 25 APTs in San Francisco. During this time, San Jose and Palo Alto contracted with JC Decaux to install and maintain 9 APTs under a leasing agreement. Over 4 million usages have been recorded in the 34 Bay Area toilets since the first unit was installed in 1995. In August 2002 alone, there were nearly 80,000 uses. Worldwide, JC Decaux has installed and is maintaining 3,000 APTs in 500 Cities, with more than 218 million usages recorded.

There have been problems at a few limited locations in the most difficult neighborhoods, the basis for the Wall Street Journal article referenced in the Motion. These problems include people staying inside the units beyond the 20-minute time limit, loitering in and around the APTs, more than one person entering the unit at one time, all which contribute to criminal activity such as drug use, prostitution and vandalism to the units themselves.

The APTs are large in size in order to fully comply with the Americans with Disabilities Act and California's Title XXIV requirements (7 feet-1 inch wide x 12-1/2 feet long x 9 feet-10 inches high). When sited in a location with existing social problems, the APT is misused just as the rest of the area is and the location remains troubled. According to Viacom Decaux, it has not been substantiated that criminal activity increases at any location with the installation of an APT. Reducing the 20 minute time limit or closing the units at night does not necessarily reduce the problems. Close cooperation with the Police Department and Social Services to keep an eye on the troubled locations is the best way to improve the situation.

Selecting the right locations is the key to a successful program and to reducing problems. In general, the best locations (least problems) are tourist areas with a lot of foot traffic, i.e. high usage and visibility with less inherent social problems. However, there is a major need for APTs in homeless and higher crime areas. The problems cannot be prevented but a collaborative effort to site most appropriately, to maintain a watch on these facilities, and to provide sufficient cleaning and maintenance servicing will help mitigate the problems.

### **City of Los Angeles Contract**

#### **APT Siting**

The City's Coordinated Street Furniture Contract specifies that the City shall determine all APT locations, in consultation with the contractor. Viacom-Decaux will not propose any sites; only investigate locations that have been approved by Council Offices as "potentially feasible locations". Staff has proposed several sites to each Council Office for consideration. Each Council Office has been asked to review these and to respond if these sites are appropriate to review as potential locations, to propose alternate or additional locations, or that no locations should be pursued at this time.

Several approvals are required before any street furniture (including APTs) can be placed under this contract to help ensure appropriate siting. The City Council has mandated that the affected Council Office must approve each location. Once Council Office approval is received, the adjacent property owner(s) is notified in writing of each proposed site and is given the opportunity to object. If an objection is received, the process will not continue until a hearing is held before the Board of Public Works. Finally, the eight Departments and Public Works Bureaus of the Street Furniture Siting Task Force, consisting of the Los Angeles Police Department (LAPD), City Planning, Transportation, Water and Power, the Bureaus of Street Services, Engineering, Street Lighting and Contract Administration, must all sign off on each location prior to the issuance of a permit. Once a permit is issued and the APT is installed, BSS will work

closely with these Departments, especially LAPD, to monitor the units and ensure that they are adequately maintained, and being used appropriately, to the greatest extent possible.

#### APT Maintenance and Servicing Provisions

The Coordinated Street Furniture Contract requires that "Contractor shall, at its own cost, clean, repair and maintain all APTs so that each APT is operational, well maintained, and supplied with all products and materials required for its efficient and convenient use" and furthermore that each APT is "continuously maintained in a clean, graffiti-free, safe, and first class condition". Some of the specific contract provisions to help ensure that these requirements are met include the Contractor being required to (summarized):

- Maintain a local office with a sufficient number of qualified and trained, full-time technicians to perform all expected APT maintenance;
- Provide a toll-free telephone number on each APT for 24-hour reporting of service and maintenance complaints;
- Refurbish, recondition or replace any APT that is not functioning in accordance with the contract standards;
- Inspect, clean and maintain each APT at least twice per day every day and more frequently as site conditions require; a certain percentage of all APTs shall be inspected, cleaned and maintained a minimum of three times per day (50% over the first two years, 25% thereafter); [This differs from the service provisions included in the San Francisco contract which only requires a single service visit per day to each unit. It is believed that these additional service visits will further assist in discouraging any illicit activity that may occur within these facilities.]
- Respond to any notification of damage, vandalism, or graffiti within 4 hours and in no case more than 24 hours; replace any destroyed APT within 3 months (as possible);
- Prepare and maintain a maintenance log of each APT with copies submitted to the City on a monthly basis and available upon request on a daily basis over the first (6) years of the Contract, and provided upon request thereafter;
- Furnish the City, on a quarterly basis, a narrative summary of each APT outlining the maintenance operations, noting problem areas, corrective actions taken, and the number and nature of repairs attributable to vandalism along with cost information;
- Maintain and furnish the City, upon request, a written complaint log detailing complaints and/or incidents that occur associated with the APT and how each complaint was resolved.

#### **Status of the City's Coordinated Street Furniture Contract**

419 potential sites have been submitted to the various Council Offices for pre-approval, consisting of an approximately equal number of Transit Shelters and Public Amenity Kiosks, 30 Newsstand/Vending Kiosks, and 36 APTs. Of these, a total of 119 locations

have been pre-approved by the respective Council Offices, including 3 APT locations. 15 sites have cleared the required property owner notification period and have been forwarded to the Street Furniture Siting Task Force members for approval; approximately 80 applications are in the notification process and will be forwarded to the task force by the end of December; and another 24 applications have been pre-approved by Council Offices but have not yet been received by BSS. For street furniture other than APTs, the City needs to permit 300 sites to enable Viacom Decaux to start their installation process; we are working towards that contractually mandated goal.

68 potential sites for the placement of Automated Public Toilets (APT's) have been forwarded to all of the Council Offices. Sites for the initial three (3) APT's in CD-14, CD-9, and CD-4 have been identified; requests for the installation of these 3 initial facilities have been forwarded to Viacom Decaux.

Designs for the APTs, public amenity kiosks and custom transit shelters (structures assembled in France) have gone through a first round of plan check with the Bureau of Engineering for civil, structural and electrical compliance. Viacom Decaux plans to incorporate the changes and resubmit for a second check by the end of December. Designs for the revised "Boulevard" transit shelters (vast majority of shelters) and new newsstand kiosks, both to be manufactured locally, are expected to be submitted to the Bureau of Engineering for the first time by the end of December. Final approval of the structures will hopefully be obtained by the end of January or early February, 2003.

Both Viacom Decaux and the City's Project Management Team continue their efforts to obtain permits and approvals from the various City Agencies in preparation for the installation of the first franchise furniture elements. The establishment of this permitting and approval process is the foundation upon which the entire program is to be constructed and is critical to its success. We are hopeful that at least the first of the initial three APTs will be installed in February 2003, once the plan check process is complete and utility connection scheduling can be secured. Street furniture, other than APTs, will not be installed for probably another 6 months or more, mainly because of the minimum 300 permit requirement. The community and business outreach process is very complicated and it requires a lot of time to obtain support for each site.

Respectfully Submitted

  
WILLIAM A. ROBERTSON, Director  
Bureau of Street Services

Bureau of Street Services  
Department of Public Works  
City of Los Angeles

To the Public Works Committee  
Of the Honorable Council  
Of the City of Los Angeles

September 9, 2002

Honorable Members:

SUBJECT:

Coordinated Street Furniture Program (CF 00-1073) Status Report

RECOMMENDATION:

Note and file this informational Status Report

DISCUSSION:

**Background**

- June 7, 2000 City Council adopts a jointly sponsored Motion (Pacheco, Walters, Padilla) for the development of a City-wide street furniture program.
- Feb. 21, 2001 Department of Public Works issues its Request for Proposals (RFP) for a Coordinated Street Furniture Program.
- July 24, 2001 City Council (C.F. 00-1073 S.1), authorizes the Bureau of Street Services (BSS) and the Chief Legislative Analyst (CLA) to negotiate an agreement with Infinity Decaux LLC for a Coordinated Street Furniture Program.
- Dec. 14, 2001 City Council authorizes the Board of Public Works to execute a twenty (20) year contract with Viacom (Infinity) Decaux LLC, for a Coordinated Street Furniture Program. Board of Public Works executes the contract with Viacom Decaux on December 21, 2001.
- Jan-April 2002 The Project Management Team (Board of Public Works, CLA, and Bureau of Street Services) met with the various City Departments Bureaus, and outside agencies that would be affected by this program to work out procedures and policies in regards to each organization's participation with this new program.

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2002 SEP -9 PM 12:42  
BY \_\_\_\_\_  
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PUBLIC WORKS

SEP 10 2002

March-July 2002 The Project Management Team met with each City Council Office to update them on the status of the program. Council offices were briefed on their participative responsibilities relative to this program which includes referring Viacom Decaux to the appropriate community groups for outreach purposes, and the required council office approvals of every piece of furniture and its location within their respective districts.

April 2002 to Present (September 2002)

Viacom Decaux staff initiated their community outreach program which continues and will be on-going until all franchise furniture elements are placed. The Project Management Team continued in its efforts with both Viacom Decaux and the various City agencies affected by this program to work out detailed, program related protocols that were not stipulated within the Contract.

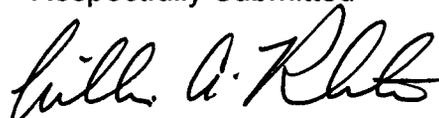
### **Current Program Status**

220 non-APT (Automated Public Toilet) sites have been submitted to the various Council Offices for approval consisting of an equal number of Transit Shelters and Public Amenity Kiosks, and thirty (30) Newsstand/Vending Kiosks. Of the 220 sites submitted, twelve (12) have been approved by the respective Council Offices to date. The City needs to approve 300 sites to enable Viacom Decaux to start their installation process; we are working towards that contractually mandated goal.

68 potential sites for the placement of Automated Public Toilets (APT's) have been forwarded to all of the Council Offices. Sites for the initial three (3) APT's in CD-14, CD-9, and CD-4 have been identified; requests for the installation of these 3 initial facilities have been forwarded to Viacom Decaux.

Both Viacom Decaux and the City's Project Management Team continue their efforts to obtain permits and approvals from the various City Agencies in preparation for the installation of the first franchise furniture elements. The establishment of this permitting and approval process is the foundation upon which the entire program is to be constructed and is critical to its success. With the first twelve sites going through the initial approval process, and an additional 200 plus sites currently under review for approval, it is anticipated that the initial placement of the Viacom Decaux structures will commence sometime in December 2002 or January 2003.

Respectfully Submitted

  
WILLIAM E. WHITE, Director  
Bureau of Street Services

MOTION

In a recent edition of the Wall Street Journal, it was reported that after having JC Decaux's Automated Public Toilets (APTs) installed in the City of San Francisco for six years, many of the units are not providing the services intended. JC Decaux joint-ventured with Viacom Outdoor and was recently awarded the contract to operate the City of Los Angeles' Coordinated Street Furniture Program. This program includes the provision of up to 150 APTs in areas throughout the City, none of which have been installed to date. In view of the problems experienced in San Francisco, it would be prudent for the Bureau of Street Services and Viacom Decaux to report to the City Council on the lessons learned from the San Francisco experience and what safeguards have been instituted for the Los Angeles program to avoid similar problems.

I THEREFORE MOVE that the City Council, instruct the Director, Department of Public Works, Bureau of Street Services and a representative of Viacom Decaux, to report to the Council within 15 days on the following:

- An overview of the problems encountered in San Francisco and other cities, with regard to the JC Decaux automated public toilets;
- The causes of the problems and potential solutions to avoid repeating such problems with the Los Angeles automated public toilets;
- The maintenance and servicing provisions for automated public toilets, included in the City of Los Angeles contract with Viacom Decaux; and
- The status of the City's Coordinated Street Furniture Program

PRESENTED BY   
JACK WEISS, Councilmember, 5<sup>th</sup> District

SECONDED BY 

9

AP

# When Public Toilets Are a Public Nuisance

By ALLYCE BESS

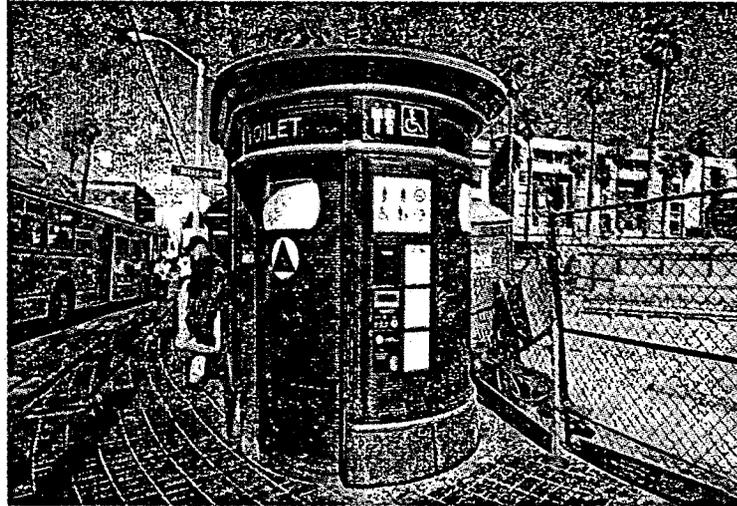
**S**AN FRANCISCO—Six years ago, San Francisco's Mayor Willie Brown began importing chic, hi-tech coin-operated public toilets from France's JCDecaux SA. But in an effort to maintain them, a lot of money has been flushed away.

As tourist season peaks here, some city officials say "les toilettes" aren't doing the job.

That's because the lavatories here must comply with the Americans with Disabilities Act and measure at least 48-square feet. At that size, the commodes have become five-minute motels for prostitutes and shooting galleries for junkies. One toilet, dubbed the "heroin hut" was recently removed from the city's Mission District. For a while after the toilet was removed, its outline was spray-painted on the sidewalk with an inscription that read: "JCDecaux: RIP."

Now, city officials and representatives of JCDecaux are meeting to consider solutions to the problem, including closing as many as six of the toilets at night. Many city neighborhoods, fearing the toilets will bring undesirables into their area, are fighting to keep the lavatories out.

It wasn't supposed to be this way. When JCDecaux, an outdoor advertising company, presented its deal to San Francisco in 1996, it looked like a win-win proposition: The company would set up much-needed public toilets, which cost the company \$150,000 each, in exchange for rights to set up advertising-embellished kiosks throughout the city.



Courtesy of Liz Herlihy/The San Francisco Chronicle

**In San Francisco,** some of JCDecaux's high-tech pay toilets are targets of vandalism and maintaining them is more complicated than the French company expected.

Within a certain cap, the more toilets the company provided, the more kiosks JCDecaux would be able to set up, on a ratio of 4.5 kiosks per toilet. Moreover, the company would share a percentage of its ad revenue with the city government. JCDecaux, which specializes in "street furniture," such as bus shelters, was no novice to such arrangements. It has similar relationships with more than 500 cities world-wide.

But now the global advertising slump and the city's reluctance to take on more toilets is hitting the company in the pocketbook, because maintaining the toilets has turned out to be more compli-

cated than the company expected.

Even the company's own toilet-maintenance logs read like a rap sheet. Despite a high-tech self-cleaning mechanism, the toilets are littered with used condoms, empty syringes and heroin balloons. They routinely break down. Doors built to open automatically 20 minutes after someone pays to enter them, can be tampered with so they stay shut. Coin slots jam and are broken into.

"People have developed a real science to break ing these things," adds San Francisco Police Com-

*Please Turn to Page B4, Column 1*

## San Francisco's Public Toilets Are Public Nuisance

*Continued From Page B1*

mander Greg Suhr. "They would stand on the toilet seat after it flushed and trick the mechanism so the door wouldn't open."

The San Francisco Chronicle recently found only eight toilets, in the major tourist areas of town, clean and working. Another study, by the city police department, concluded that toilets in unsavory areas are used primarily for drugs, prostitution and shelters. It said the city could save "a lot of money" in police resources if the toilets were closed at night. In fact, the study found the toilets were used for everything but what they were intended for. "We didn't record one flush the entire time," says City Supervisor Gavin Newsom.

JCDecaux, whose profitable kiosks stay if the toilets do, says the program is a success in San Francisco and that it can work in other U.S. cities. Despite the aggravation, the contract is lucrative. While JCDecaux won't release figures, it returned 2% of ad revenue, or \$80,000, to the city last year. That translates into \$4 million a year in revenue to the company.

"We invented this and we've been doing it for 40 years—it's a good business for JCDecaux," says François Nion, executive vice president of JCDecaux North America. "It's done at no cost to the city, it's to the public benefit and advertisers love the locations."

JCDecaux insists San Francisco's problems are linked to its homeless population, and adds it has no control over where the city installs the commodes. In 1994, JCDecaux even warned the city in a promotional brochure that the wide toilets would "invite trouble." But disabilities advocates insisted on wheelchair-accessible toilets.

JCDecaux has nine maintenance technicians here, more than in any other city. The company operates 3,000 toilets in more than 550 cities world-wide. The San Francisco crew visits the commodes often more than twice a day. The company won't say how much it spends to maintain each unit, but a spokesman for the city's department of public works said the company agreed to spend as much as \$2,000 per toilet. Mr. Nion will only say the cost

is more than the company expected when the contract was signed. "You have no idea, it's very demanding," he says.

Despite these problems, JCDecaux had a receptive audience in Los Angeles where, in a close city council vote, the company and Viacom Outdoor recently won a joint contract for 150 toilets and 2,500 bus shelters to put up 700 kiosks.

JCDecaux faces a bigger test later this year when it bids on a street furniture contract in New York City. Mayor Michael Bloomberg has said he plans to tackle an issue that former Mayors David Dinkins and Rudolph Giuliani had avoided—the need for more public toilets.

For its part, JCDecaux hasn't disclosed what kind of deal it plans to present to New York, however it's likely to feature some kind of toilets-for-kiosks arrangement.

Meanwhile, San Francisco's Mr. Newsom urges caution to any city considering the toilets. Those "in the tourist corridors are a huge success," he says, but elsewhere "they've become an attractive nuisance."

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter,  
refer to File No.

00-1073  
00-1073+S1

PLACE IN FILES

December 31, 2001

JAN 0 8 2002

DEPUTY

Department of Building & Safety  
Department of Transportation  
Bureau of Street Lighting  
Board of Public Works  
Bureau of Street Services  
City Administrative Officer  
Department of General Services  
Bureau of Engineering  
City Planning Department

All Councilmembers  
Chief Legislative Analyst  
City Attorney  
Department of Neighborhood Empowerment  
Information Technology Agency  
Police Department

RE: PROPOSED AGREEMENT FOR THE COORDINATED STREET FURNITURE PROGRAM

*LA to Place*

At the meeting of the Council held December 14, 2001, the following action was taken:

Attached motion (Pacheco - Perry) adopted, as amended.....	X
Attached amending motion (Zine - Padilla) adopted.....	X
Attached amending motion (Miscikowski - LaBonge) adopted.....	X
Mayor concurred.....	12-24-01
Ordinance adopted.....	12-21-01
Ordinance number.....	174378
Effective date.....	2-2-02
Publication date.....	1-2-02
Mayor approved.....	12-24-01
To the Mayor Forthwith.....	12-21-01

*J. Michael Carey*

City Clerk  
et

steno\001073

CITY OF LOS ANGELES  
CALIFORNIA



JAMES K. HAHN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 395, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 978-1043  
General Information - (213) 978-1133  
Fax: (213) 978-1040

HELEN GINSBURG  
Chief, Council and Public Services Division

Mayor's Time Stamp

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'01 DEC 21 P3

DEPUTY MAYOR

TIME LIMIT FILES  
ORDINANCE

FORTHWITH

City Clerk's Time Stamp  
CITY CLERK'S OFFICE

2001 DEC 21 PM 2:49

CITY CLERK

BY \_\_\_\_\_ DEPUTY

COUNCIL FILE NUMBER 00-1073 & S1

COUNCIL DISTRICT

**DEC 31 2001**

COUNCIL APPROVAL DATE December 21, 2001

LAST DAY FOR MAYOR TO ACT

ORDINANCE TYPE:  Ord of Intent  Zoning  Personnel  General

Improvement  LAMC  LAAC  CU or Var Appeals - CPC No. \_\_\_\_\_

SUBJECT MATTER: ORDINANCE CHANGING THE NAME OF THE TRANSIT SHELTER REVENUES FUND TO "STREET FURNITURE REVENUE FUND" FOR THE DEPOSIT OF PROGRAM REVENUE FROM THE COORDINATED STREET FURNITURE PROGRAM PAID TO THE CITY. ALL OTHER TERMS AND CONDITIONS WOULD REMAIN UNCHANGED.

APPROVED      DISAPPROVED

DIRECTOR OF PLANNING

\_\_\_\_\_

CITY ATTORNEY

X \_\_\_\_\_

CHIEF LEGISLATIVE ANALYST

X \_\_\_\_\_

CITY ADMINISTRATIVE OFFICER

\_\_\_\_\_

OTHER: \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_ CITY CLERK  
2001 DEC 28 AM 11:03  
CITY CLERK'S OFFICE

**DEC 24 2001**

DATE OF MAYOR APPROVAL DEC 21 2001 DEEMED APPROVED OR \*VETO:

\*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 250(b)(c)

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR DEC 28 2001

ORDINANCE NO. 174378

DATE PUBLISHED JAN 02 2002

DATE POSTED \_\_\_\_\_

EFFECTIVE DATE FEB 02 2002

ORD OF INTENT: HEARING DATE \_\_\_\_\_

ASSESSMENT CONFIRMATION \_\_\_\_\_

ORDINANCE FOR DISTRIBUTION: Yes  No

Mayor's Time Stamp

RECEIVED

'01 DEC 21 P3:17

DEPUTY MAYOR

FORTHWITH

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CITY CLERK'S OFFICE  
City Clerk's Time Stamp

2001 DEC 21 PM 3:13

CITY CLERK

BY \_\_\_\_\_  
DEPUTY

**SUBJECT TO MAYOR'S APPROVAL**

COUNCIL FILE NO. 00-1073 & S1

COUNCIL DISTRICT NO. \_\_\_\_\_

COUNCIL APPROVAL DATE December 14, 2001

RE: PROPOSED AGREEMENT FOR THE COORDINATED STREET FURNITURE PROGRAM

RECEIVED  
CITY CLERK'S OFFICE  
2001 DEC 28 AM 11:03  
BY \_\_\_\_\_  
DEPUTY

**DEC 31 2001**

LAST DAY FOR MAYOR TO ACT \_\_\_\_\_

(10 Day Charter requirement as per Charter Section 341 and LAAC Section 4.133)

**DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY**

APPROVED

\_\_\_\_\_ /

\*DISAPPROVED

\_\_\_\_\_

\*Transmit objections in writing pursuant to Charter Section 341 and LAAC Section 4.133

**DEC 24 2001**

DATE OF MAYOR APPROVAL OR DISAPPROVAL \_\_\_\_\_

DEC 28 2001  
Bam

*James Hal*  
\_\_\_\_\_  
MAYOR

ORDINANCE NO. **174378**

An ordinance amending Section 5.121.7 of the Los Angeles Administrative Code to rename the special fund as the Street Furniture Revenue Fund and to define the term "street furniture".

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

**Section 1.** Article 8.1 of Chapter 6 of Division 5 of the Los Angeles Administrative Code is hereby recaptioned to read:

ARTICLE 8.1  
STREET FURNITURE REVENUE FUND

**Sec. 2.** Section 5.121.7 (a) of the Los Angeles Administrative Code is hereby amended to read as follows:

(a) There is hereby created and established within the Treasury of the City of Los Angeles a special fund to be known as the **Street Furniture Revenue Fund** (the "Fund"). The term "street furniture" includes, but is not limited to, automated public toilets, transit shelters, newsstands, modular newsracks, kiosks, and such other fixtures located on streets, highways, public rights-of-way, and sidewalks. One-half of all revenues (the "Revenues") from advertisements placed in or upon street furniture and from any other uses of street furniture shall be deposited into the Fund.

**Sec. 3.** The City Clerk shall certify to the passage of this ordinance and cause it to be published in some daily newspaper circulated in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles of December 14, 2001, and was passed at its meeting of **DEC 21 2001**

J. MICHAEL CAREY, City Clerk

By *Amad Carter*

Deputy

**DEC 24 2001**

Approved \_\_\_\_\_

*James Hahn*  
Mayor

Approved as to Form and Legality

**NOV 06 2001**

ROCKARD J. DELGADILLO, City Attorney

By *Carla*

Assistant City Attorney

C. F. No. 00-10734S1; doc. #152333

VERBAL MOTION

I HEREBY MOVE that Council ADOPT the recommendations of the Chief Legislative Analyst on today's Council agenda (Item No. 48; CFs 00-1073 and 00-1073-S1) relative to a proposed agreement for the Coordinated Street Furniture Program, SUBJECT TO THE APPROVAL OF THE MAYOR:

\*ADOPTED as AMENDED by Council action on 12-14-01. *Clayton*

1. PRESENT and ADOPT the accompanying ORDINANCE to change the name of the Transit Shelter Revenues Fund to "Street Furniture Revenue Fund", for the deposit of program revenue from the Coordinated Street Furniture Program paid to the City. All other terms and conditions would remain unchanged.
2. ACKNOWLEDGE the corporate name change of Infinity Decaux LLC to Viacom Decaux LLC, which occurred after the proposal submission deadline for the Coordinated Street Furniture Program.
3. APPROVE the contract between the City and Viacom Decaux LLC for a Coordinated Street Furniture Program for the City of Los Angeles, to provide transit shelters, automatic self-cleaning public toilets, newsstands, public amenity kiosks, modular news racks and a minimum aggregate guaranteed annual payment of \$150 million over the 20 year contract term, substantially as attached to the Council file, subject to City Attorney approval as to form.
4. AUTHORIZE the Board of Public Works to execute the contract on behalf of the City.
5. RESOLVE that Employment Authority for the following positions in the Bureau of Street Services for the administration of the Coordinated Street Furniture Program for the period January 1, 2002 through June 30, 2002, is APPROVED:

No.	Code	Title	Average Annual Salary	Salary for FY 2001-02
1	9171-1	Sr. Mgmt. Analyst	\$ 71,848	\$ 35,924
1	9168	Contract Administrator	87,529	43,764
1	9184-2	Management Analyst II	61,394	30,697
1	4286-2	Ch. St. Use Inspector I	69,601	34,801
1	4285-3	Sr. St. Use Inspector III	58,379	29,190
6	4283	Street Use Inspector	291,780	145,890
<u>1</u>	<u>1368</u>	<u>Sr. Clerk Typist</u>	<u>41,328</u>	<u>20,664</u>
12			\$681,859	\$340,929

6. TRANSFER \$535,209 from the Reserve Fund to the Unappropriated Balance, and APPROPRIATE therefrom to the following accounts within Fund No. 100 (Dept. 62); such funds are to be immediately reimbursed to the Reserve Fund from the Minimum Annual Guarantee Payment from Viacom Decaux:

<u>Account</u>	<u>Name</u>	<u>Amount</u>
1010	Salaries General	\$340,929
7300-02	Office and Technical Equipment	29,600
7300-01	Office and Technical Equipment	20,000
6020	Operating Supplies and Expense	66,680
6020-25	Operating Supplies and Expense	16,000
3040	Contractual Services	<u>62,000</u>
Total		\$535,209

7. REQUEST the City Attorney to prepare and present to the Council an ordinance, within 15 days, to prohibit loitering near an automatic self-cleaning public toilets and prohibiting more than one person from occupying an automatic self-cleaning public toilet simultaneously, unless assisting a child or disabled person.
8. INSTRUCT the General Managers/Directors of the following departments/bureaus, or designees, to actively participate on the Street Furniture Task Force, which will administer siting, design and permitting of street furniture: Street Services (Chair), Engineering, Street Lighting, Transportation, Chief Legislative Analyst, Building and Safety, Planning, Police and any other agency designated by the Board of Public Works.

PRESENTED BY \_\_\_\_\_  
 NICK PACHECO  
 Councilmember, 14th District

SECONDED BY \_\_\_\_\_  
 JAN PERRY  
 Councilmember, 9th District

December 14, 2001  
 CF 00-1073 & 00-1073-S1  
 001073.mot

**MOTION**  
**ADOPTED**  
 AS AMENDED  
 DEC 14 2001  
 \* SEE ATTACHED MOTIONS  
 Los Angeles City Council  
**FORTHWITH**

**ORD.**  
**ADOPTED**

DEC 21 2001

LOS ANGELES CITY COUNCIL

\* ORD OVER ONE WEEK TO DEC 21 2001 TO THE MAYOR  
 FORTHWITH

MOTION

I MOVE that the matter of CONTINUED CONSIDERATION OF COMMUNICATION FROM THE CHIEF LEGISLATIVE ANALYST and ORDINANCE FIRST CONSIDERATION relative to a proposed agreement for the Coordinated Street Furniture Program, Item 48 on today's Council Agenda (CF 00-1073), BE AMENDED to require that the contractor shall remove any street furniture at the contractor's expense upon request by the Council when there has been a crime or health problem at the location in question and when reasonable efforts to alleviate the problem at that location have not succeeded; and that a provision implementing this amendment be included in the contract.

PRESENTED BY: *Permi Bi*

SECONDED BY: *Alex Scall*

December 14, 2001

ak

*AD*

**AMENDING  
MOTION  
ADOPTED**

DEC 14 2001

Los Angeles City Council

**FORTHWITH**

MOTION

I MOVE that the matter of CONTINUED CONSIDERATION OF COMMUNICATION FROM THE CHIEF LEGISLATIVE ANALYST and ORDINANCE FIRST CONSIDERATION relative to a proposed agreement for the Coordinated Street Furniture Program, Item 48 on today's Council Agenda (CF 00-1073), BE AMENDED to require the following, and to instruct the Chief Legislative Analyst to include these provisions in the contract:

1. In order to ensure that there is coordinated review and analysis of proposed street furniture amenities, advertising impacts and other general impacts on the affected areas, the contractor shall submit to the Council office of each affected area for approval, proposed street furniture locations in Historic Preservation Overlay Zones, Specific Plan Areas, Scenic Parkways, Targeted Neighborhood Initiatives, Pedestrian Oriented Districts, Transit Oriented Districts, Business Improvement Districts, and other areas as may be designated by Council, as a complete package for each such specially designated area.
2. Prior to any submission of applications for permit approval the contractor shall be required to appear before any neighborhood council or other such community group as requested by the Council Member of the affected area to make presentations about proposed street furniture locations and amenities.
3. A yearly review by the Council and City Attorney regarding the extent of the contractor's compliance with maintenance standards designated in the contract so that if compliance is found to be insufficient the Council may consider appropriate remedial actions.

AMENDING  
MOTION  
ADOPTED

DEC 14 2001

Los Angeles City Council  
FORTHWITH

PRESENTED BY:

*Cindy Miscikowski*  
CINDY-MISCIKOWSKI  
Councilwoman, 11th District

SECONDED BY:

*Ben Wang*

December 14, 2001

COUNCIL VOTE

Dec 21, 2001 10:31:47 AM, #1

Items for Which Public Hearings Have Been Held - Items 1-4

Voting on Item(s): 1 → 2

Roll Call

BERNSON	Absent
GALANTER	Yes
GARCETTI	Yes
HAHN	Yes
HOLDEN	Yes
LABONGE	Yes
MISCIKOWSKI	Absent
PACHECO	Yes
PERRY	Yes
REYES	Yes
RIDLEY-THOMAS	Absent
WEISS	Absent
ZINE	Yes
*PADILLA	Yes
	Absent

Present: 10, Yes: 10 No: 0

ORD

COUNCIL VOTE

Dec 14, 2001 3:13:31 PM, #15

ITEM NO. (48)  
Adopt as Amended

BERNSON	Absent
GALANTER	Absent
GARCETTI	Yes
HAHN	Yes
HOLDEN	No
LABONGE	Yes.
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Yes
REYES	Absent
*RIDLEY-THOMAS	Yes
WEISS	No
ZINE	Yes
PADILLA	Yes
	Absent.

Present: 11, Yes: 9 No: 2

COUNCIL VOTE

Dec 14, 2001 3:13:16 PM, #14

ITEM NO. (48)

Amending Motion ~~48B~~

BERNSON	Absent
GALANTER	Absent
GARCETTI	Yes
HAHN	Yes
HOLDEN	Yes
LABONGE	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Yes
REYES	Absent
*RIDLEY-THOMAS	Yes
WEISS	Yes
ZINE	Yes
PADILLA	Yes
	Absent

Present: 11, Yes: 11 No: 0

COUNCIL VOTE

Dec 14, 2001 3:11:43 PM, #13

ITEM NO. (48)  
Amending Motion **48A**

BERNSON	Absent
GALANTER	Absent
GARCETTI	Yes
HAHN	Yes
HOLDEN	Yes
LABONGE	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Yes
REYES	Absent
*RIDLEY-THOMAS	Yes
WEISS	Yes
ZINE	Yes
PADILLA	Yes
	Absent

Present: 11, Yes: 11 No: 0



Phone: 213-485-6456

Fax: 213-847-0400

**OFFICE OF THE CITY ATTORNEY**  
ROCKARD J. DELGADILLO  
CITY ATTORNEY

REPORT NO. **R01-0521**

**NOV 06 2001**

REPORT RE:

**ORDINANCE RENAMING SPECIAL FUND  
AS STREET FURNITURE REVENUE FUND**

The Honorable City Council  
City of Los Angeles,  
Room 315, City Hall  
Los Angeles, California 90012

(C.F. 00-1073 S1 NOT transmitted herewith)

Honorable Members:

We hereby transmit for your consideration in connection with the Chief Legislative Analyst's report on street furniture, dated November 5, 2001, a draft ordinance to rename the Transit Shelter Revenue Fund as the Street Furniture Revenue Fund and to include a definition of the term "street furniture". We have approved the ordinance as to form and legality.

Very truly yours,  
ROCKARD J. DELGADILLO, City Attorney

By:

Colin W. Chiu  
Assistant City Attorney

#152412



ORDINANCE NO. \_\_\_\_\_

An ordinance amending Section 5.121.7 of the Los Angeles Administrative Code to rename the special fund as the Street Furniture Revenue Fund and to define the term "street furniture".

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

**Section 1.** Article 8.1 of Chapter 6 of Division 5 of the Los Angeles Administrative Code is hereby recaptioned to read:

ARTICLE 8.1  
STREET FURNITURE REVENUE FUND

**Sec. 2.** Section 5.121.7 (a) of the Los Angeles Administrative Code is hereby amended to read as follows:

(a) There is hereby created and established within the Treasury of the City of Los Angeles a special fund to be known as the **Street Furniture Revenue Fund** (the "Fund"). The term "street furniture" includes, but is not limited to, automated public toilets, transit shelters, newsstands, modular newsracks, kiosks, and such other fixtures located on streets, highways, public rights-of-way, and sidewalks. One-half of all revenues (the "Revenues") from advertisements placed in or upon street furniture and from any other uses of street furniture shall be deposited into the Fund.

**Sec. 3.** The City Clerk shall certify to the passage of this ordinance and cause it to be published in some daily newspaper circulated in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of \_\_\_\_\_.

J. MICHAEL CAREY, City Clerk

By \_\_\_\_\_  
Deputy

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to Form and Legality

NOV 06 2001

ROCKARD J. DELGADILLO, City Attorney

By \_\_\_\_\_  
Assistant City Attorney

C. F. No. 00-1073 S1; doc. #152333

DEC 11 2001 - Continued to December 14, 2001

00-1073  
00-1073-51  
48

**COMMUNICATION**

RECEIVED  
CITY CLERK'S OFFICE

2001 DEC -6 AM 11:11

BY \_\_\_\_\_  
CITY CLERK  
DEPUTY

December 5, 2001

To: Honorable Members of the  
Los Angeles City Council

From: Ronald F. Deaton *RFD*  
Chief Legislative Analyst

**Coordinated Street Furniture Program - Proposed Agreement**

**SUMMARY**

*[Handwritten mark]*

On July 24, 2001 (C.F. 00-1073 S.1), the Council authorized the Director, Bureau of Street Services (BOSS) and the Chief Legislative Analyst (CLA) to negotiate an agreement with Infinity Decaux LLC for a Coordinated Street Furniture Program, including the provision of transit shelters, automatic self-cleaning public toilets (APTs), trash/recycling receptacles, modular newsracks and kiosks. The Department of Public Works, Bureau of Street Services (BOSS), will be the administrator of the Coordinated Street Furniture program.

The proposed contract negotiated with Viacom Decaux LLC (Viacom Decaux), successor to Infinity Decaux LLC, requires Viacom Decaux to design, manufacture, install and maintain up to 2,500 transit shelters, 150 APTs, 100 newsstands/vending kiosks, and up to 100 pillar kiosks and 500 small kiosks. In addition, Viacom Decaux will pay the City a minimum aggregate amount of \$150M over the 20 year contract term. Viacom Decaux will be granted an exclusive right to install advertising on the City's right of ways, excluding street banners, and will be permitted to install a maximum of 5,860 associated advertising panels (2,430 of which are existing), citywide, on transit shelters, newsstands and pillar and small kiosks. All pillar and small kiosks must provide public amenities in conjunction with advertising panels, such as: vending; computer information terminals; emergency telephones; public telephones; additional trash/recycling receptacles; public service advertising space; seating; or community maps. This program will also incorporate LANI (Los Angeles Neighborhood Initiative) transit shelters and MTA Rapid Bus transit shelters.

Modular Newsracks will also be available if the City institutes historic districts, or other areas are designated by the Board of Public Works, in consultation with the publishing industry, as previously instructed by the Council. The Board of Public Works has been meeting with publishers and will be conducting five regional community meetings beginning in January 2002, in coordination with the Council, to discuss the present and proposed newsrack ordinances.

The proposed contract is structured to provide the City \$3M upon contract signing and 15 APTs, regardless of the number of new installation permits the City issues for street furniture. Up to 135 additional APTs will be installed in accordance with the Proposed Equipment Roll-out Schedule (Roll-out Schedule) contained in Attachment 1 to this report. The City is entitled to receive all 150 APTs and a minimum payment of \$150M, as long as the City reviews and issues street furniture siting permits submitted by Viacom Decaux in accordance with the Roll-out Schedule. All APTs

will be compliant with requirements of the Americans With Disabilities Act (ADA). The schedule of Minimum Annual Guarantee Payments is contained in Attachment 2 to this report.

Placement of APTs and other street furniture which do not contain advertising will be the decision of the Council, based upon such factors as: transit stop locations; pedestrian and visitor traffic in areas which have a shortage of conventional public toilets; sidewalk width; proximity to utilities; and areas serving the homeless, as directed by Council.

A minimum of 2% of all transit shelters and other advertising street furniture will be sited in each Council District. All street furniture siting will require the consent of the Councilmember of that district. Transit shelter locations will consider such factors as: senior citizen population served; proximity to hospitals; number of existing transit shelters in council district; and daily bus boarding statistics from MTA.

The process for approving permits for siting all street furniture containing advertising, including transit shelters, will be as follows:

1. Viacom Decaux will submit to the City listings for proposed locations and written notice to the Councilmember of the affected district and certification that the Councilmember has no objection to the proposed street furniture siting. Transit shelter locations will be recommended on the following basis: 25% Councilmembers; 40% BOSS; and 35% Viacom Decaux.
2. The Bureau of Street Services will issue a notice to the adjacent property owner of the proposed street furniture siting which allows 15 days for the property owner to object to the proposed siting.
3. If there is no objection, then the City will conduct a field review of the proposed site. If an objection is filed, a hearing may be held.
4. If field review of site is approved, then the site will be submitted to the Street Furniture Task Force (SFTF) of the City, comprised of the following officials or their designees, for review: Director, Bureau of Street Services (Chair); City Engineer; Director, Bureau of Street Lighting; Director, Bureau of Sanitation; General Manager, Department of Transportation; General Manager, Department of Building and Safety; Chief of Police; and Director, City Planning Department.
5. If site is approved by SFTF, then Viacom Decaux will submit site plans for approval of the SFTF.
6. If site plans are approved by SFTF the Department of Public Works will issue an installation permit for the approved site within 30 days.

In the event the City does not issue siting permits in accordance with the above process, those permits will become delinquent. Delinquent permits will result in reducing the minimum guaranteed payment due to the City. The reduced payment will be calculated as follows: The City will always receive a minimum \$2M, and that portion of the remaining minimum guaranteed annual payment which is equal to the percentage of delinquent permits for the preceding year will be placed in escrow for four months. At the end of the escrow period, the City will be paid an amount equal to the percentage of delinquent permits issued during the escrow period. The remaining principal and interest in escrow will be released to Viacom Decaux.

Street furniture designs will also be reviewed and approved by a subcommittee of the SFTF, which includes the above specified officials and the General Manager, Cultural Affairs Department, or her designee. Viacom Decaux has offered a design palette which includes three separate design lines and five colors which can be mixed and matched to encourage community identification and specific or community plans.

Council adoption of the attached ordinance is requested, to change the name of the existing Transit Shelter Revenues Fund to "Street Furniture Revenue Fund" for deposit of program revenues. Other aspects of the ordinance remain unchanged.

Program revenue would, in part, be used to finance 12 positions in the BOSS for the administration of the Coordinated Street Furniture Program. BOSS's responsibilities will include: administration of the site approval and design review process; site inspection; on-going maintenance inspections and program monitoring; and auditing of gross receipt documentation for calculation of the annual minimum payment guarantee. Inasmuch as the initial guaranteed minimum payment of \$3M from Viacom Decaux is not expected until contract execution, BOSS is requesting a reimbursable advance of funds in the amount of \$535,209 for salaries, equipment and expenses.

We are also recommending that the City Attorney present an ordinance to Council to prohibit more than one person from entering automatic self-cleaning public toilets (APTs) at the same time, unless assisting a child or disabled person. The City of San Francisco recently adopted such an ordinance to enable their APT program to function more effectively and to minimize misuse of this public amenity.

**STAFF RECOMMENDATIONS**

That the Council, subject to the approval of the Mayor:

1. Acknowledge the corporate name change of Infinity Decaux LLC to Viacom Decaux LLC, which occurred after the proposal submission deadline for the Coordinated Street Furniture Program;
2. Approve the contract between the City and Viacom Decaux LLC for a Coordinated Street Furniture Program for the City of Los Angeles, to provide transit shelters, automatic self-cleaning public toilets, newsstands, public amenity kiosks, modular newsracks and a minimum aggregate guaranteed annual payment of \$150M over the 20 year contract term, substantially as attached to the Council File, subject to City Attorney approval as to form.
3. Authorize the Board of Public Works to execute the contract on behalf of the City.
4. Authorize the following positions in the Bureau of Street Services for the administration of the Coordinated Street Furniture Program for the period January 1, 2002 through June 30, 2002:

No.	Code	Title	Average Annual Salary	Salary For FY 2001-2
1	9171-1	Sr. Mgmt. Analyst	\$71,848	\$35,924
1	9168	Contract Administrator	\$87,529	\$43,764
1	9184-2	Management Analyst II	\$61,394	\$30,697
1	4286-2	Ch. St. Use Inspector I	\$69,601	\$34,801

1	4285-3	Sr. St. Use Inspector III	\$58,379	\$29,190
6	4283	Street Use Inspector	\$291,780	\$145,890
<u>1</u>	1368	Sr. Clerk Typist	<u>\$41,328</u>	<u>\$20,664</u>
12			\$681,859	\$340,929

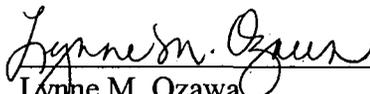
5. Transfer \$535,209 from the Reserve Fund to the Unappropriated Balance, and appropriate therefrom to the following accounts within Fund No. 100 (Dept. 86):

Account No.	Name	Amount
1010	Salaries General	\$340,929
7300-02	Office and Technical Equipment	\$ 29,600
7300-01	Office and Technical Equipment	\$ 20,000
6020	Operating Supplies and Expense	\$ 66,680
6020-25	Operating Supplies and Expense	\$ 16,000
3040	Contractual Services	<u>\$ 62,000</u>
	Total	\$535,209

6. Adopt the ordinance attached to the Council File to change the name of the Transit Shelter Revenues Fund to "Street Furniture Revenue Fund" for the deposit of program revenue from the Coordinated Street Furniture Program paid to the City. All other terms and conditions would remain unchanged.
7. Instruct the City Attorney to prepare and present to the Council an ordinance, within 15 days, to prohibit loitering near an automatic self-cleaning public toilets and prohibiting more than one person from occupying an automatic self-cleaning public toilet simultaneously, unless assisting a child or disabled person.
8. Instruct the General Managers/Directors of the following departments/bureaus, or their representatives, to actively participate on the Street Furniture Task Force, which will administer siting, design and permitting of street furniture: Street Services (Chair), Engineering, Street Lighting, Transportation, Building and Safety, Planning, Police and any other agency designated by the Board of Public Works.

#### FISCAL IMPACT STATEMENT

The City of Los Angeles Coordinated Street Furniture Program will be financed from advertising revenue. In addition, Viacom Decaux LLC has guaranteed a minimum total payment of \$150 million to the City over the 20-year contract term and an estimated value of street furniture of \$80 million.

  
 Lynne M. Ozawa  
 Analyst

RFD:LMO

Attachments:

1. Proposed Equipment Roll-out Schedule
2. Schedule of Minimum Annual Guaranteed Payments
3. Ordinance - Street Furniture Revenue Fund

## BACKGROUND

### Contract Negotiation/Key Contract Provisions

The contract negotiated with Viacom Decaux includes the following key provisions:

- 150 Automatic Self-Cleaning Public Toilets
  - 15 APTs will be installed, regardless of the number of new street furniture permits issued
  - The first 50 APTs will be installed in years 1-2
  - 100 additional APTs will be installed in years 3-5
  - All APTs will comply with requirements of the Americans With Disabilities Act
- 2,500 Transit Shelters
  - Maximum 4,200 advertising panels on 2,500 transit shelters
  - 1,215 existing transit shelters at beginning of contract, 900 of which will be replaced on a pro rata basis in accordance with the percentage of new street furniture installation permits issued, beginning in January 2008.
  - 1,285 new transit shelters will be installed during years 1-2, resulting in a total of 2,500 transit shelters.
- 500 Small Public Amenity Kiosks
  - Maximum 1,000 advertising panels
  - All small kiosks must provide a public amenity, e.g. phone, computer terminal, vending, map, public service announcement, trash/recycling receptacle, seating, etc.
  - Scheduled to be installed during years 1-2
- 100 Pillar Kiosks
  - All pillar kiosks must provide a public amenity (see above)
  - Scheduled to be installed during years 1-2
  - Maximum 400 advertising panels
- 100 Newsstands/Vending Kiosks
  - Existing permitted newsstand operators will be given the right of first refusal to occupy newsstands
  - Installed during years 1-2
  - Maximum 260 advertising panels
- Additional units of street furniture will be available to the City, at the City's option
- Payment to City
  - The minimum annual payment guarantee for the 1<sup>st</sup> year (\$3M) will be paid upon contract execution. Subsequent minimum annual payments will be paid in advance. See Attachment 2 for 20 year schedule.
  - If 20% of gross revenues exceeds the annual payment guarantee, then the difference between the minimum guarantee and 20% of gross receipts will also be paid to the City, upon completion of an audit
  - If the City does not issue 100% of the installation permits, properly requested by Viacom Decaux, in accordance with the projected roll-out Schedule for the previous year, a percentage of the annual guaranteed payment above \$2M, equal to the percentage of unissued permits will be placed in an escrow account and will be released to the City on a pro rata basis, equal to the percentage of new permits issued by the City within the additional 4 month escrow period. If 100% of the permits properly requested are not issued by the City, the remaining percentage of escrowed

funds will be returned to Viacom Decaux. For example, if 20% of siting permits are delinquent and the minimum guaranteed annual payment is \$3M, then the City will be paid  $\$2M + ((100\% - 20\%)) * \$1M = \$2.8M$ , with \$200,000 placed in a four month escrow account.

- Interest earnings on all escrowed funds shall belong to Viacom Decaux.
- Siting of Street Furniture
  - Recommended siting: 25% Council; 35% Contractor; 40% Bureau of Street Services
  - Viacom Decaux will perform the preparatory work (coordinate Council/community input) for all sites before submission of installation permit requests to the BOSS
  - The BOSS will issue letters to adjacent property owners notifying of potential street furniture siting and will provide an opportunity for comment.
  - If 15 days elapses without objection of adjacent property owners, the Street Furniture Siting Task Force (SFTF) will be convened to issue permits.
- LANI and Rapid Bus Transit Shelters will become part of the Coordinated Street Furniture Program
- Ad panels associated with transit shelters may be detached up to 250 contiguous feet to primarily accommodate siting conditions. A public service amenity must be included with the associated ad panels.
- Street Furniture may also be sited to incorporate Above Ground Facilities (AGF) for utilities into the furniture to reduce clutter in the public right of way.

The Roll-out Schedule negotiated anticipates that all new street furniture elements will be installed within two years, except for 100 APTs. APTs are scheduled to be installed within 5 years, which is a shorter time frame than proposed in the Viacom Decaux proposal. The 900 old existing transit shelters will be replaced at a pro rata basis of up to 150 units annually, based upon the number of new street furniture installation permits issued by the City, beginning in January 2008 (program year 6).

### **Council Directives**

The Council directed the City negotiators to include the following provisions in the final contract. The staff response to such directives are in *italics*:

- ▶ Provide for funding to be dedicated for City inspectors to enforce contract provisions, regular maintenance, and other regulations pertaining to the placement, use and operation of street furniture. *Resolution authority and funding for positions needed in the Bureau of Street Services is included in this report. The General Fund will be reimbursed for such positions from the 50% of the guaranteed annual payment from Viacom Decaux. An advance of \$535K is requested at this time.*
- ▶ Ensure all street furniture advertising (where permitted) is in compliance with applicable specific plan and historic district area guidelines. The final contract shall include sufficient flexibility to allow for the control of the quantity of street furniture advertising in accordance with specific or community plan requirements or other applicable standards. *The contract provides a siting procedure which takes into consideration Council and community requirements and limits advertising.*
- ▶ Include input from the local community on street furniture style and color to maximize street furniture consistency with the surrounding community. *Three designs and 5 colors choices will be available to meet consistency needs and community identification.*
- ▶ Prohibit all free-standing advertising. *The proposed contract prohibits free-standing*

advertising, such as pole-mounted advertising. Community Information Panels are in the pallet of equipment, but can only be installed where Council, community and BOSS consent has been secured. All Pillar Kiosks and Small Kiosks combine advertising with City Amenity Components such as: Public pay phones; Trash and/or recycling receptacles; Computer terminals; Maps; CITY Information Panels; Vending machines/equipment; Benches; and Emergency Telephones

- ▶ Resolve, in consultation with representatives of the news publishing industry, First Amendment issues regarding newspaper display rights and other related newsstand issues raised at the June 26, 2001 Planning and Land Use Management Committee hearing. *The Board of Public Works has been meeting with publishers and will be scheduling 5 regional community meetings on the proposed newsrack ordinance, which includes siting of modular newsracks.*
- ▶ Include collective bargaining provisions for street furniture employees. *The City Attorney has confirmed, in writing, that Infinity Outdoor currently have contracts which provide for collective bargaining. Furthermore, Viacom Decaux will adhere to collective bargaining provisions and will comply with the City's MBE/WBE/OBE Program.*
- ▶ Request the Director, BOSS and the CLA to report back to the Council on the coordination, negotiation and cost of computer information terminals and kiosks with the following: The needs of Neighborhood Councils through the Department of Neighborhood Empowerment; the placement of terminals in certain City facilities through the Department of General Services; and technology issues with the Information Technology Agency. *Staff has met with the General Manager of DONE, who indicated that the number of terminals contemplated in this program should be sufficient for Neighborhood Council purposes, and that at the present time, DONE, ITA and GSD have been concentrating on placing computer terminals in City buildings, which is outside the purview of the Coordinated Street Furniture Program. Viacom Decaux will install computer hardware and software which will be compatible with the system developed by ITA for DONE and Neighborhood Councils. Viacom Decaux will pay for the first 20 terminals and the City may install up to 130 additional terminals, at a cost of \$15K per computer terminal.*
- ▶ Direct the CLA and BOSS to include a process for ensuring the concurrence of the City and publishers regarding modular newsrack placement. *CLA and BOSS will work with publishers in the future regarding modular newsrack placement. The BOSS has been meeting with newspaper publishers. The contract negotiated with Viacom Decaux provides that if modular newsracks are desired by the City for use in a placement program operated by the City, Viacom Decaux will make such modular newsracks available for the City's purchase. The city may, at its sole option, issue a bid to obtain modular newsracks from other sources.*
- ▶ Direct the CLA, the BOSS and other departments, as appropriate, to set a high priority for locating facilities in areas that have a high concentration of homeless citizens. *Every effort will be made to site APTs in areas which do not have sufficient numbers of conventional toilets and where public urination and defecation are a problem. Other considerations for APT siting will be access to utilities and sewers, pedestrian traffic, public transit usage and sidewalk width.*

## Advertising Policy

The proposed contract includes Viacom Decaux's advertising policy which states that advertisements containing tobacco products will not be displayed, and alcohol product advertising will be limited to locations that are in non-sensitive areas and which follow City zoning regulations. Further, every effort will be made to screen all advertisements to ensure that ads are in good taste and in line with community standards. Advertisements which are determined to be indecent, vulgar or inconsistent with community standards will be removed as soon as possible.

#### **Ordinances**

Staff recommends that the Council adopt an ordinance which renames the Transit Shelter Revenues Fund to Street Furniture Revenue Fund. This Fund will receive 50% of the payments made by Viacom Decaux, with the remaining 50% being deposited into the General Fund. The funds in the Street Furniture Revenue Fund will be divided equally for all council districts for streetscape, transit and pedestrian purposes.

We also recommend that the City Attorney be requested to present an ordinance to Council which prohibits loitering around an APT and prohibits more than one person from entering an APT, unless assisting a child or disabled person. The City of San Francisco recently adopted a similar ordinance to assist in minimizing certain misuses of APTs.

#### **RFP Development and Issuance**

On June 7, 2000, the Council adopted the Motion (Pacheco-Walters-Padilla) C.F. 00-1073, authorizing the Department of Public Works, BOSS and the CLA to hire a consultant to assist staff in the development of a Request For Proposals for a Coordinated Street Furniture Program for the City. The Coordinated Street Furniture Program includes: automatic self-cleaning public toilets (APTs); transit shelters; newsstand/vending kiosks; trash and recycling receptacles; computer information terminals; modular newsracks and non-billboard associated advertising panels or pillars.

The BOSS hired an independent contractor, Anna Apostolos, to advise the Evaluation Team on the financial structure and operation of the advertising and street furniture industries. In addition to drafting much of the City's Request For Proposal, Ms. Apostolos also conducted a survey of RFP's issued by other jurisdictions for street furniture programs, including an analysis of revenue-sharing agreements and the lessons learned and recommended improvements to public agency competitive selection processes in the United States.

On February 21, 2001, the Board of Public Works authorized the issuance of the RFP for the Coordinated Street Furniture Program. On March 2, 2001, a mandatory Pre-proposer Conference was held and was attended by more than two dozen potential proposers and City staff. At the Pre-proposer Conference representatives of the following City agencies made presentations and answered questions: Office of the Mayor; Department of Public Works, Bureau of Street Services, Bureau of Contract Administration; Office of Administrative and Research Services; and City Attorney. Representatives offered to answer questions pertaining to, proposer's documentation of MBE/WBE outreach, Bidder Responsibility Questionnaire; the Living Wage Ordinance and Equal Benefits Ordinance.

#### **Proposals Received In Response to the RFP**

Proposals were received from two firms on May 4, 2001: Adshel, Inc. and Infinity Decaux LLC. The City's evaluation team included representatives of the Board of Public Works, BOSS and the CLA. Proposals were rated upon: written materials submitted; oral interviews; and site visits of existing projects of similar scope and complexity.

In accordance with the advice of the City Attorney, on May 29, 2001, best and final offers were solicited from both firms, regarding monetary compensation only. At the March 2, 2001 Pre-proposers' Conference, the City Attorney advised firms in attendance that the City has the option to request best and final offers for monetary (revenue-sharing) compensation only from all proposers. The firms submitted the following revenue-sharing guarantees:

- ◆ Adshel, Inc. \$96 Million or 18% of gross revenue, whichever is greater
- ◆ Infinity Decaux LLC - \$150 Million or 20% of gross revenue, whichever is greater.

### **Conclusion**

We believe that the contract negotiated with Viacom Decaux provides the City with needed public services and amenities for a pedestrian-friendly sidewalk environment, including: phones, computers, community maps, trash/recycling receptacles and automatic toilets. The negotiated contract minimizes the amount of advertising panels and structures, while receiving the above stated public amenities and services. Staff has compared the City of Los Angeles contract with other street furniture contracts in the United States, which include automatic public toilets, and have found that, overall, the City of Los Angeles has negotiated the most public services for the least number of advertising structures and the largest guaranteed revenue share. For example, the City of San Francisco program provides approximately 30 APTs and 2% of advertising revenue. The City of San Jose leases 8 APTs at an annual maintenance cost of approximately \$62,000/APT, in addition to paying for the initial cost of the APTs and all installation costs. Seattle recently announced that it will be leasing 5 APTs at a cost of \$640,000 annually.

APPENDIX 2

Viacom Decaux

PROJECTED ROLLOUT SCHEDULE

Structures	PHASE I										PHASE II			Total
	YEAR 1					YEAR 2					YEAR 3	YEAR 4	YEAR 5	
	P1	P2	P3	P4	Total	P5	P6	P7	P8	Total				
APTs (1) Qty	5	5	5	5	20	7	7	8	8	50	33	33	34	150
Ad Panels					0					0				0
Transit Shelters Qty	30	70	140	160	400	215	210	230	230	1285				1285
Ad Panels					550					1770				1770
OSF														
Pillar Qty	25	25	0	0	50	25	25	0	0	100				100
Ad Panels					200					400				400
Kiosks Qty	60	60	60	60	240	65	65	65	65	500				500
Ad Panels					480					1000				1000
Newsstands Qty	10	10	10	10	40	15	15	15	15	100				100
Ad Panels					104					260				260
<b>Total # of Structures</b>	<b>130</b>	<b>170</b>	<b>215</b>	<b>235</b>	<b>750</b>	<b>327</b>	<b>322</b>	<b>318</b>	<b>318</b>	<b>2035</b>				<b>2135</b>
<b>Total New Ad Panels</b>					<b>1334</b>					<b>3430</b>				<b>3430</b>

(1) the first 15 APTs shall be installed irrespective of when Rollout Period 1 commences for all other OSF.

**STREET FURNITURE ANNUAL GUARANTEE**

**ATTACHMENT 2**

<b>YEAR</b>	<b>TOTAL MINIMUM ANNUAL GUARANTEE</b>
<b>1</b>	\$3,000,000
<b>2</b>	\$3,000,000
<b>3</b>	\$3,000,000
<b>4</b>	\$5,000,000
<b>5</b>	\$6,000,000
<b>6</b>	\$6,000,000
<b>7</b>	\$6,000,000
<b>8</b>	\$6,000,000
<b>9</b>	\$7,500,000
<b>10</b>	\$7,500,000
<b>11</b>	\$7,500,000
<b>12</b>	\$7,500,000
<b>13</b>	\$9,000,000
<b>14</b>	\$9,000,000
<b>15</b>	\$9,000,000
<b>16</b>	\$9,000,000
<b>17</b>	\$11,500,000
<b>18</b>	\$11,500,000
<b>19</b>	\$11,500,000
<b>20</b>	\$11,500,000
<b>TOTAL</b>	<hr/> <b>\$150,000,000</b> <hr/>

ORDINANCE NO. \_\_\_\_\_

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THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

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Sec. 3. The City Clerk shall certify to the passage of this ordinance and cause it to be published in some daily newspaper circulated in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of \_\_\_\_\_.

J. MICHAEL CAREY, City Clerk  
By \_\_\_\_\_  
Deputy

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney  
By \_\_\_\_\_  
Assistant City Attorney

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.

00-1073-S1

CITY OF LOS ANGELES  
CALIFORNIA



JAMES K. HAHN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 395, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 978-1043  
General Information - (213) 978-1133  
Fax: (213) 978-1040

HELEN GINSBURG  
Chief, Council and Public Services Division

PERSON IN FILES

SEP 24 2001

CLERK

September 21, 2001

Information Technology Agency  
Chief Legislative Analyst  
City Attorney  
Department of Neighborhood Empowerment  
Councilmember Perry

Councilmember Garcetti  
Bureau of Street Services, Director  
City Administrative Officer  
Department of General Services

RE: COORDINATED STREET FURNITURE CONTRACTOR NEGOTIATION

At the meeting of the Council held September 19, 2001, the following action was taken:

Attached motion (Garcetti - Perry) adopted.....	_____ X _____
Mayor concurred.....	_____
FORTHWITH.....	_____
Ordinance adopted.....	_____
Ordinance number.....	_____
Effective date.....	_____
Publication date.....	_____
Mayor approved.....	_____

*J. Michael Carey*  
City Clerk

bs  
steno\001073.1



VERBAL MOTION

I HEREBY MOVE that Council ADOPT the following recommendation of the Chief Legislative Analyst (Item No. 47, CF 00-1073-S1) relative to coordinated street furniture contractor negotiation:

**EXTEND** the contract negotiation conclusion date for the Coordinated Street Furniture Program from September 24, 2001 to November 5, 2001; and **AUTHORIZE** the Director, Bureau of Street Services and Chief Legislative Analyst to continue negotiating an agreement with Infinity Decaux, LLC to a date no later than November 5, 2001.

PRESENTED BY \_\_\_\_\_  
ERIC GARCETTI  
Councilmember, 13th District

SECONDED BY \_\_\_\_\_  
JAN PERRY  
Councilmember, 9th District

September 19, 2001

CF 00-1073-S1

*Motion*  
**ADOPTED**

SFP 19 2001

LOS ANGELES CITY COUNCIL

COUNCIL VOTE .

19-Sep-01 2:37:27 PM, #24

ITEM NO. (47)

Voting on Item(s): 47

Roll Call

BERNSON	Absent
GALANTER	Absent
GARCETTI .	Yes
HAHN	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Yes
REYES	Yes
RIDLEY-THOMAS	Absent
WACHS	Absent
WEISS	Yes
ZINE	Yes
*PADILLA	Yes
	Absent

Present: 10, Yes: 10 No: 0

# CLA Memorandum

September 10, 2001

To: Honorable Members of the  
Los Angeles City Council

From: Ronald F. Deaton *RFD*  
Chief Legislative Analyst

RECEIVED  
CITY CLERK'S OFFICE  
2001 SEP 12 AM 11:00  
CITY CLERK  
BY \_\_\_\_\_ DEPUTY

## Coordinated Street Furniture Contractor Negotiation

We request an extension to the negotiation period authorized by the Council to reach an agreement with Infinity Decaux, LLC for the Coordinated Street Furniture Program, to change the final date of the negotiation period from September 24, 2001 to November 5, 2001.

On July 24, 2001 (C.F. 00-1073 S.1) the Council authorized the Department of Public Works, Bureau of Street Services and the Chief Legislative Analyst to negotiate an agreement with Infinity Decaux, LLC for the Coordinated Street Furniture Program. The Council's authorization limited the negotiation period to 60 days, and if an agreement could not be reached within that time, further stipulated that the City would negotiate exclusively with Adshel, Inc.

Negotiations with Infinity Decaux have been on-going since July 24, 2001. Due to the complex issues involved in this negotiation, it has become apparent that additional time is needed to successfully complete the negotiation.

If you have questions, please contact Lynne Ozawa of my staff on extension 3-5744.

*Lynne M. Ozawa*  
Lynne M. Ozawa  
Analyst

CITY OF LOS ANGELES  
CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.

00-1073  
00-1073-S1

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705  
Fax: (213) 847-0636  
Fax: (213) 485-8944

HELEN GINSBURG  
Chief, Council and Public Services Division

PLACE IN FILES

JUL 31 2001

DEPUTY

July 25, 2001

Honorable James Hahn, Mayor  
Chief Legislative Analyst  
City Attorney  
Department of Neighborhood Empowerment  
Information Technology Agency

All Councilmembers  
Bureau of Street Services, Director  
City Administrative Officer  
Department of General Services

RE: AUTHORIZING THE CHIEF LEGISLATIVE ANALYST (CLA) AND THE BUREAU OF STREET SERVICES TO NEGOTIATE A 20-YEAR AGREEMENT WITH INFINITY DECAUX, LLC FOR THE COORDINATED STREET FURNITURE PROGRAM

At the meeting of the Council held JULY 24, 2001, the following action was taken:

Attached report adopted as amended.....	_____X_____
Attached amending motion (Bernson - Garcetti) adopted .....	_____X_____
Attached amending motion (Pacheco - Perry) adopted.....	_____X_____
Mayor concurred.....	_____
FORTHWITH.....	_____X_____
Ordinance adopted.....	_____
Ordinance number.....	_____
Effective date.....	_____
Publication date.....	_____
Mayor approved.....	_____

*J. Michael Carey*  
City Clerk

mjc  
s:\eno\001073

TO THE COUNCIL OF THE  
CITY OF LOS ANGELES

Your PUBLIC WORKS Committee

reports as follows:

Public Comments: Yes No  
XXX —

PUBLIC WORKS COMMITTEE REPORT relative to authorizing the Chief Legislative Analyst (CLA) and the Bureau of Street Services to negotiate a 20-year agreement with Infinity Decaux, LLC for the Coordinated Street Furniture Program.

Recommendations for Council action:

1. CONCUR with the Planning and Land Use Management (PLUM) Committee recommendation to APPROVE the following recommendations, as shown in the June 22, 2001, CLA Report:
  - a. AUTHORIZE the Director, Bureau of Street Services (BOSS) and the CLA to negotiate with Infinity Decaux, LLC to reach a 20-year (2001-02 through 2021-22) Agreement for the City of Los Angeles Coordinated Street Services Program. If after 60 days an agreement cannot be reached, AUTHORIZE the Director, BOSS and the CLA to exclusively negotiate with Adshel, Incorporated, to reach an agreement for the above specified program. Areas of negotiation may include, but may not be limited to: advertising strategy; transit shelter designs; maintenance and service schedules; and automatic self-cleaning public toilet features. (Adopted by the Board of Public Works on June 22, 2001.)
  - b. REQUEST the BOSS and the CLA to report back to Council with the final agreement and other actions necessary to implement a successful program.
2. CONCUR with the PLUM Committee to AMEND the June 22, 2001, CLA recommendations to REQUEST the Director, BOSS and the CLA to include in its negotiations and final recommended contract provisions to:
  - a. PROVIDE for funding to be dedicated for City inspectors to enforce contract provisions, regular maintenance, and other regulations pertaining to the placement, use, and operation of street furniture.

\*ADOPTED as AMENDED by Council action on 7-24-01. *Clarke*

- b. ENSURE all street furniture advertising (where permitted) is in compliance with applicable specific plan and historic district area guidelines. The final contract shall include sufficient flexibility to allow for the control of the quantity of street furniture advertising in accordance with specific or community plan requirements or other applicable standards.
  - c. INCLUDE input from the local community on street furniture style and color to maximize street furniture consistency with the surrounding community.
  - d. PROHIBIT all free-standing advertising.
  - e. RESOLVE, in consultation with representatives of the news publishing industry, First Amendment issues regarding newspaper display rights and other related news stand issues raised at the June 26, 2001 Planning and Land Use Management Committee hearing.
  - f. INCLUDE collective bargaining provisions for street furniture employees.
3. REQUEST, as recommended by Public Works Committee, that the Director, BOSS and the CLA report back to the City Council in 60 days on the coordination, negotiation and cost of computer information terminals and kiosks with the following: The needs of Neighborhood Councils through the Department of Neighborhood Empowerment; the placement of terminals in certain City facilities through the Department of General Services; and technology issues with the Information Technology Agency.

Fiscal Impact Statement: The CLA reports that the City of Los Angeles Coordinated Street Furniture Program will be financed through advertising revenue. In addition, Infinity Decaux, LLC has guaranteed a minimum total payment of \$150 million to the City over the 20-year contract term.

**(The Arts, Health and Humanities Committee waived consideration of the above matter.)**

Summary:

At the July 10, 2001, Public Works Committee meeting of the Los Angeles City Council, the Committee members considered the CLA and Board of Public Works (Board) recommendations relative to Coordinated Street Furniture Program. The Committee's disposition relative to this subject matter is located on Page 5 of this report.

On June 7, 2000, the City Council adopted a Motion (Pacheco - Walters - Padilla) authorizing the Board and the CLA to issue a Request for Proposal (RFP) for a comprehensive street furniture program for the City of Los Angeles, consisting of automatic self-cleaning toilets (APTs), transit shelters, newsstand/vending kiosk, trash and recycling receptacles, computer information terminals, modular newsracks and non-billboard associated advertising panels or pillars.

At the July 10, 2001 Public Works Committee meeting, staff from BOSS presented miniature models of the Infinity Decaux, LLC and Adshel Incorporated, APTS, newsstands, other displays and information relative to the Coordinated Bus Shelter Program. Also at this meeting, staff from the CLA's Office reported that on June 22, 2001, the Board approved a joint report of the Department of Public Works, BOSS and Bureau of Contract Administration, setting forth the recommendations of the Proposal Evaluation Team (Evaluation Team) for the Coordinated Street Services Program. The Evaluation Team included representatives of the Board, the BOSS Services and the Office of the CLA. The Evaluation Team recommended that the City negotiate with Infinity Decaux, LLC to reach an agreement for the Coordinated Street Furniture Program, and if after 60 days an agreement cannot be reached, the City move to exclusively negotiate with Adshel, Incorporated, to reach an agreement. Rating criteria used by the Evaluation Team is provided in the Board and CLA reports dated June 22, 2001, attached to Council File No. 00-1073-S1.

The Infinity Decaux proposal includes, but is not limited to the following: 150 APTs; 2,500 new or refurbished transit shelters; 1,550 trash/recycling receptacles; 100 newsstand/vendor kiosk; and a minimum payment to the City of \$150 million or 20% of revenue, whichever is greater, over the 20-year contract term. After the contract is negotiated, staff will report back to Council with recommended actions to implement the program. The areas of negotiation may include, but are not limited to design aspects, maintenance and service schedules, APTs features and advertising strategy.

The CLA further reported that, the Board took action following a review of documents related to European legal actions in which JC Decaux, has been a party, brought to the attention by Adshel Incorporated, the second rank proposer. Adshel Incorporated requested that the Board declare Infinity Decaux a non-responsible bidder, due to the allegedly incorrectly answering the City's Bidder Responsibility Questionnaire with regard to prior convictions related to bidding. The primary issue revolves around three alleged criminal convictions of Decaux principals, two involving Jean-Claude Decaux, the founder of JC Decaux, and one involving a director of a Decaux subsidiary, not the subsidiary of the Infinity Decaux, LLC. Two of the alleged convictions took place

in Belgium during the mid 1980's to early 1990's and one in France during the late 1990's. The City was told that the of two Belgian matters, one was reversed on appeal and one was expunged (removed from the record). Also the CLA reported, that the two Belgian alleged convictions, in any case would fall out of 5 year reporting requirement of the Bidder Responsibility Questionnaire. In addition, the City Attorney retaining outside counsel specializing in international business law has determined that the conviction in France, is not a conviction on the record until all appeals are exhausted; and whether the issues in that case would be considered a crime under United States or California law. Therefore, Infinity Decaux, LLC, correctly answered the City's Bidder Responsibility Questionnaire.

A representative of Adshel Incorporated, submitted a speaker card on this item in opposition to the proposal and stated that further review by the City should be considered relating to the alleged conviction(s) and issues regarding then design of street furniture and revenue proposed to be generated by advertising. The representative stated that Adshel Incorporated, submitted a fair and competitive bid in consideration based on what the City requested, and does not want (the example given was mini-billboards in streets all over the City. Two other speakers submitted speaker cards in opposition to the proposal and stated concerns involving the location of the APTs in the City and health and safety issues.

Three representatives of Infinity Decaux LLC, and a representative of the Central City Association and Downtown Business Improvement District submitted a speaker cards in support of the proposal.

The Chair, Public Works Committee, asked the Infinity Decaux representatives what are the fundamental benefits to the City included in their proposal? The Infinity Decaux representative responded that some of the advantages of the proposal to the City are: 1) A dramatic improvement to the City's bus shelter program which in the past have provided bus shelters at only revenue producing sites. These sites do not necessarily equate to the needs of the transit public. Over 1,000 non-revenue bearing bus shelters will be added as a result of this program; 2) APTs provide a substantial public service and are located in approximately 300 cities and 50 countries around the world. APTS have been universally and enthusiastically accepted and in most cases, in cities like San Francisco, a decision is made to expand the program; 3) the homeless will be able to obtain tokens for use of the APTs; 4) there is a revenue benefit to the City; and 5) Infinity Decaux with 25 years of design experience is prepared to meet the specific needs of the City of Los Angeles which may be different than the needs of other cities.

Also, several representatives from the "Coalition of Print Media" (comprised of various members from the publishing and newspaper

industry) agreed to work cooperatively with the City in matters relating to newsracks, and requested in general comment, that the publishing industry be consulted in all matters relating to newsracks and the maintenance of newsracks.

**PLUM and PUBLIC WORKS COMMITTEE DISPOSITIONS:**

At its meeting held June 26, 2001, the PLUM Committee of the Los Angeles City Council, considered the June 22, 2001 CLA report relative to this subject matter. At that time, the Committee recommended that Council approve the CLA's recommendations. The Committee further recommended that Council amend the report to include the provisions as shown in Recommendations 2a through 2f of this Public Works Committee Report.

At the July 11, 2001 meeting of the Public Works Committee, the Committee members concurred with the PLUM Committee recommendations. One of the Committee members specifically requested the City ensure during negotiations for the Street Furniture Program, that due diligence is conducted for adequate and comprehensive community outreach. The Chair of the Committee, requested that a recommendation be added that the Director of the BOSS, and the CLA report back to the City Council in 60 days on the coordination and the negotiation of computer information terminals and kiosk with the following: The needs of Neighborhood Councils through the Department of Neighborhood Empowerment; the placement of terminals in certain City facilities through the Department of General Services; and technology issues with the Information Technology Agency. In addition, in response to the Public Works Committee members questions regarding disabled access and compliance with American with Disabilities Act (ADA) provisions, the CLA and BOSS reported the recommended contractor has complied with ADA requirements, and that during negotiations compliance with the City existing signage policies and other relevant policies will be required of the contractor. When asked who would be responsible for the maintenance of the street furniture, staff replied that maintenance will be provided by the contractor with the assistance of non-profit agencies.

JUL 20 2001 - Cont. to:  
July 24, 2001

Respectfully submitted,

PUBLIC WORKS COMMITTEE



BG  
07/12/01  
Citywide  
#001073.1b

RPT.  
**ADOPTED**  
**AS AMENDED**  
JUL 24 2001  
**\*SEE ATTACHED MOTIONS**  
Los Angeles City Council

FORTHWITH -5-

VERBAL MOTION

I HEREBY MOVE that Council AMEND the recommendations contained in the Public Works Committee report on today's Council agenda (Item No. 22B, CF Nos. 00-1073 and S1) in regards to authorizing the Chief Legislative Analyst (CLA) and the Bureau of Street Services (BOSS) to negotiate a 20-year agreement with Infinity Decaux, LLC for the Coordinated Street Furniture Program, as follows:

**DIRECT the CLA and the BOSS to include a process for ensuring the concurrence of the City and publishers regarding modular newsrack placement.**

**AMENDING  
MOTION  
ADOPTED**

**JUL 24 2001**

**Los Angeles City Council**

**FORTHWITH**

PRESENTED BY \_\_\_\_\_

HAL BERNSON  
Councilmember, 12th District

SECONDED BY \_\_\_\_\_

ERIC GARCETTI  
Councilmember, 13th District

July 24, 2001  
CFs 00-1073 & S1  
001073.a

VERBAL MOTION

I HEREBY MOVE that Council AMEND the recommendations contained in the Public Works Committee report on today's Council agenda (Item No. 22B, CF Nos. 00-1073 and S1) in regards to authorizing the Chief Legislative Analyst (CLA) and the Bureau of Street Services (BOSS) to negotiate a 20-year agreement with Infinity Decaux, LLC for the Coordinated Street Furniture Program, as follows:

**DIRECT the CLA, the BOSS and other departments, as appropriate, to set a high priority for locating facilities in areas that have a high concentration of homeless citizens.**

**AMENDING  
MOTION  
ADOPTED**

JUL 24 2001

Los Angeles City Council  
**FORTHWITH**

PRESENTED BY \_\_\_\_\_  
NICK PACHECO  
Councilmember, 14th District

SECONDED BY \_\_\_\_\_  
JAN PERRY  
Councilmember, 9th District

July 24, 2001  
CFs 00-1073 & S1  
001073.b

COUNCIL VOTE

24-Jul-01 12:13:06 PM, #16

ITEM NO. (22)

Voting on Item(s): 22

Roll Call *As Amended*

BERNSON	Yes
GALANTER	Yes
GARCETTI	Yes
HAHN	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Yes
REYES	Yes
RIDLEY-THOMAS	Yes
WACHS	Yes
WEISS	No
ZINE	No
*PADILLA	Yes
	Absent

Present: 14, Yes: 12 No: 2

COUNCIL VOTE

24-Jul-01 12:12:36 PM, #15

ITEM NO. (22)

Voting on Item(s): 22A

Roll Call

BERNSON	Yes
GALANTER	Yes
GARCETTI	Yes
HAHN	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Yes
REYES	Yes
RIDLEY-THOMAS	Yes
WACHS	Yes
WEISS	Yes
ZINE	Yes
*PADILLA	Yes
	Absent

Present: 14, Yes: 14 No: 0

COUNCIL VOTE

24-Jul-01 12:12:21 PM, #14

ITEM NO. (22)

Voting on Item(s): 22  $\beta$

Roll Call

BERNSON	Yes
GALANTER	Yes
GARCETTI	Yes
HAHN	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PERRY	Yes
REYES	Yes
RIDLEY-THOMAS	Yes
WACHS	Yes
WEISS	Yes
ZINE	Yes
*PADILLA	Yes
	Absent

Present: 14, Yes: 14 No: 0

Your **PLANNING AND LAND USE MANAGEMENT** Committee

reports as follows:

Public Comments Yes No  
XX —

PLANNING AND LAND USE MANAGEMENT COMMITTEE REPORT relative to authorizing the Chief Legislative Analyst (CLA) and the Bureau of Street Services to negotiate a 20-year agreement with Infinity Decaux, LLC for the Coordinated Street Furniture Program.

Recommendations for Council action:

1. AUTHORIZE the Director, Bureau of Street Services and the CLA to negotiate with Infinity Decaux, LLC, to reach a 20-year (2001-02 through 2020-2021) agreement for the City of Los Angeles Coordinated Street Furniture Program; should an agreement not be reached within 60 days of the date of this Council action, to further AUTHORIZE the Director, Bureau of Street Services and the CLA to exclusively negotiate with Adshel, Inc. to reach an agreement for this program; areas of negotiations may include, but shall not be limited to: transit shelter design, maintenance and service schedules, and automated self-cleaning public toilet features.
2. INSTRUCT the Bureau of Street Services and the CLA to report back to Council for approval of final agreement and other actions necessary to successfully implement this program.
3. INSTRUCT the Bureau of Street Services and the CLA to include provisions in its negotiations and final recommended contract to:
  - a. Provide for funding to be dedicated for City inspectors to enforce contract provisions, regular maintenance, and other regulations pertaining to the placement, use, and operation of street furniture.
  - b. Ensure all street furniture advertising (where permitted) is in compliance with applicable specific plan and historic district area guidelines. The final contract shall include sufficient flexibility to allow for the control of the quantity of street furniture advertising in accordance with specific or community plan requirements or other applicable standards.
  - c. Include input from the local community on street furniture style and color to maximize street furniture consistency with the surrounding community.

- a. Prohibit all free-standing advertising.
- a. Resolve, in consultation with representatives of the news publishing industry, First Amendment issues regarding newspaper display rights and other related news stand issues raised at the June 26, 2001 Planning and Land Use Management Committee hearing.
- b. Include collective bargaining provisions for street furniture employees.

Fiscal Impact Statements: The City of Los Angeles Coordinated Street Furniture Program will be financed through advertising revenue. In addition, Infinity Decaux has guaranteed a minimum total payment of \$150 million to the City over the 20-year contract term.

Summary:

At its meeting held June 7, 2000, Council adopted Motion (Pacheco - Walters - Padilla) authorizing the Board of Public Works and the CLA to issue a Request for Proposal (RFP) for a comprehensive street furniture program for the City of Los Angeles, consisting of automatic self-cleaning toilets, transit shelters, newsstand/vending kiosk, trash and recycling receptacles, computer information terminals, modular newsracks and non-billboard associated advertising panels or pillars.

In a June 22, 2001 report to Council (attached to Council File No. 00-1073-S1), the Secretary for the Board of Public Works reports that the Board approved a request from the Directors of the Boards of Street Services and Contract Administration for authority to enter into negotiations with Infinity Decaux, LLC for a 20-year agreement for the Los Angeles Coordinated Street Furniture Program. Should an agreement not be reached, the Board requests authority from Council to negotiate an agreement with Adshel, Inc., the second-highest rated proposer for this program.

In a June 22, 2001 report to Council (attached to Council File No. 00-1073-S1), the CLA reports proposals were rated using past performance on contracts of similar size and scope, compensation package, proposed program, maintenance and service plan, and financial stability. Adshel advised the Board that JC Decaux is party to European legal action. The City Attorney reviewed the matter and found that the alleged JC Decaux conviction in France, in accordance with French law, is not a conviction inasmuch as it is still on appeal. Therefore, the City Attorney opines, that Infinity Decaux correctly completed the City's Bidder Responsibility Form.

The CLA goes on to report that the Infinity Decaux proposal includes, but is not limited to 150 automated self-cleaning public toilets, 2,500 new or refurbished transit shelters, 1,550 trash/recycling receptacles, 100 news stand/vendor kiosks, and a minimum payment to the City of \$150 million or 20% of revenue, whichever is greater, over the 20-year contract term.

City staff will negotiate a final agreement with Infinity Decaux. Areas of negotiations will include street furniture design, maintenance and service schedules, automated public-toilet features, and advertising strategy. The CLA recommends that Council approve the Board's request and to instruct staff to report back to Council for final contract approval.

At its meeting held June 26, 2001, the Planning and Land Use Management Committee discussed this matter with a representative of the CLA and held a public hearing. The CLA's representative stated that the bidder has complied with all living wage and other bidder responsibilities required by the City. Infinity Decaux has proposed a zero-tolerance graffiti program and will remove all graffiti within 24 hours.

During the public comment period, representatives of the news print media expressed concerns that this program may violate their rights to place newsracks in public areas, as permitted by the First Amendment of the United States Constitution. Requiring news print publishers to distribute newspapers via the kiosks forces them to link to vendor's advertisers.

A representative of Adshel, Inc. stated that the JC Decaux legal matter in France goes to the character of its bid. It was stated that JC Decaux provided false information in conjunction with its street clock program. A representative of Infinity Decaux stated that the bid submitted to the City of Los Angeles was correct, as verified by the City Attorney. Infinity was ranked highest in all categories of the bid. The bidder's representative stated that it is willing to work with the news print media to resolve any concerns.

Other members of the public expressed concern that the street furniture program will be a visual blight, by dumping more private advertising in the public right of way. The program does not adequately address the City's need for additional public restrooms and drinking fountains. It was further stated that this program was unsuccessful in San Francisco where street furniture was removed from sidewalks and installed in local parks.

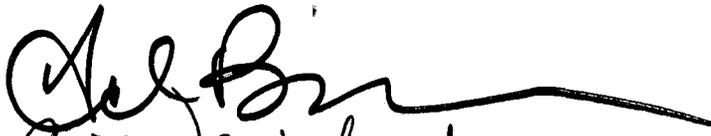
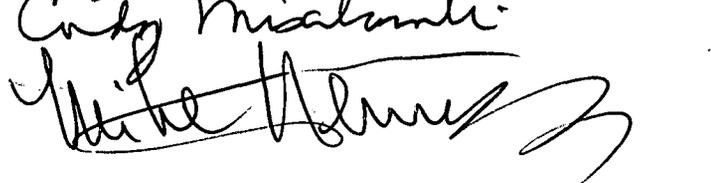
Representatives of homeless advocacy programs stated their support for Infinity Decaux. The program will provide a needed service and offer employment opportunities to homeless persons.

Councilmember Mike Hernandez stated that this program will improve the City's streetscape and eliminate urban blight. The Councilmember did express concern that installation, design, and content standards be the same throughout the City.

The Planning and Land Use Management Committee recommended that Council approve the Board's and the CLA's request for authority to negotiate with Infinity Decaux for this program. The Committee further recommended that Council instruct the Bureau of Street Services and the CLA to include provisions in its negotiations and final recommended contract to provide for funding to be dedicated for City inspectors to enforce contract provisions, regular maintenance, and other regulations pertaining to the placement, use, and operation of street furniture; to ensure all street furniture advertising (where permitted) is in compliance with applicable specific plan and historic district area guidelines; to include input from the local community on street furniture style and color to maximize street furniture consistency with the surrounding community; to prohibit all free-standing advertising; to work with the newsprint media industry to resolve First Amendment issues regarding newspaper display rights; and, to include collective bargaining provisions for street furniture employees.

Respectfully submitted,

PLANNING AND LAND USE MANAGEMENT COMMITTEE

  
Cidy Micalamte  
  
Mike Hernandez

JAW:ys  
7/12/01

#001073.1

JUL 20 2001 - Cont. to: July 24, 2001

JUL 24 2001 - Received and Filed

AGREEMENT NO. C-\_\_\_\_\_

**AGREEMENT.**  
**FOR COORDINATED STREET FURNITURE**

between the

**CITY OF LOS ANGELES**

and

**VIACOM DECAUX LLC**

Dated \_\_\_\_\_, 2001

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- APPENDIX 1 TECHNICAL PROVISIONS
  - EXHIBIT A APPROVED DESIGNS FOR STREET FURNITURE
  - EXHIBIT B ADVERTISING POLICY GUIDELINES
  - EXHIBIT C APPROVED VENDOR LICENSE AGREEMENT
  - EXHIBIT D EXISTING CITY VENDORS
- APPENDIX 2 PROJECTED ROLLOUT SCHEDULE
- APPENDIX 3 TERMINATION OF EXISTING CONTRACT
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- APPENDIX 6 CERTIFICATION OF LIVING WAGE COMPLIANCE
- APPENDIX 7 CERTIFICATION OF ADA COMPLIANCE
- APPENDIX 8 CERTIFICATION OF EQUAL BENEFITS COMPLIANCE.

**COORDINATED STREET FURNITURE AGREEMENT  
FOR THE CITY OF LOS ANGELES**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND VIACOM DECAUX LLC**

This Agreement, including all appendices and all exhibits, hereinafter referred to as "Agreement," is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the CITY OF LOS ANGELES, a municipal corporation, hereinafter referred to as "CITY", acting by and through its Board of Public Works (the "Board") and VIACOM DECAUX LLC, a Delaware limited liability company, hereinafter referred to as "CONTRACTOR."

**W I T N E S S E T H :**

WHEREAS, the Board of Public Works issued a Request for Proposals ("RFP") to provide, on behalf of the CITY, a Coordinated Street Furniture program (the "Program" as defined in this Agreement) including a) the installation, operation and maintenance of Street Furniture (as defined herein); b) the integration of CITY Amenity Components (as defined herein) to be located throughout the CITY; and c) the exclusive right to sell advertising on behalf of the CITY for display on panels ("Ad Panels") in association with such Street Furniture (as defined herein), in accordance with the RFP;

WHEREAS, two proposers responded to the RFP and the Board, acting through an evaluation committee, reviewed the two proposals and unanimously rated CONTRACTOR superior in each evaluation category including economic benefits, quality of equipment, design, maintenance and overall track record;

WHEREAS, Viacom Outdoor, Inc., a fifty percent (50%) owner of CONTRACTOR, and the operator of the transit shelter program in existence prior to this Agreement, has agreed as part of its proposal to terminate its contract (Contract No. C-66332) (the "Prior Agreement") prior to the March 30, 2003 expiration date of its term, upon the execution of this Agreement and in accordance with the provisions of this Agreement;

WHEREAS, the CITY Council reviewed the selection made by the Board and on July 24, 2001 (C.F. 00-1073 S.,1), the Council by resolution has authorized the Department of Public Works, Bureau of Street Services, together with the CITY's Office of the Chief Legislative Analyst ("CLA") to jointly negotiate an agreement with CONTRACTOR; and

WHEREAS, the Director of Bureau of Street Services and the CLA have jointly negotiated the terms and conditions of this Agreement with CONTRACTOR consistent with the RFP and the CITY Council resolution including reductions in the CONTRACTOR's proposed number and type of structures.

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE 1

### DEFINITIONS

The following words and phrases which are used herein shall have the meaning set forth opposite the same:

<b>ADA</b>	The Americans with Disabilities Act, which directs local jurisdictions to implement procedures to make public facilities accessible to all persons.
<b>AD PANEL</b>	A commercial advertising display area located on certain Street Furniture ("Revenue Furniture" as defined herein) on which CONTRACTOR may sell advertising on behalf of the CITY.
<b>APPROVAL</b>	The written consent of the Director, or his or her designated agent.
<b>APPROVED PERMIT APPLICATION/APA</b>	A permit application to install an item or items of Street Furniture which has received all approvals from the CITY such that the only requirement remaining for CONTRACTOR to install Street Furniture is the non-discretionary action by the CITY to issue the installation permit to CONTRACTOR.
<b>AUTOMATIC PUBLIC TOILET/APT</b>	An enclosed structure containing a self-cleaning automatic public toilet available for use by the general public, operable with coins or tokens as provided herein, which may contain two public service display panels which shall each be counted as a CITY Amenity Component. Approved designs for APTs are set forth in Appendix 1, Exhibit A.
<b>AUTHORIZATION</b>	An order or other written authorization of the CITY properly executed by the Director, or his or her designated agent.
<b>BOARD/BPW</b>	The Board of Public Works of the City of Los Angeles.
<b>BUREAU OF STREET SERVICES/BOSS</b>	The CITY's Department of Public Works, Bureau of Street Services operating under the jurisdiction of the Board of Public Works.
<b>CHIEF LEGISLATIVE ANALYST/CLA</b>	Chief Legislative Analyst of the CITY or his/her designee.

**CITY**

The City of Los Angeles or its subordinate bureaus or the political subdivisions referred to as the City of Los Angeles, California other than the City Council.

**CITY AMENITY  
COMPONENT/CAC**

A public amenity or service, such as a litter or recycling bin, a vending area integrated into an item of Street Furniture, a computer terminal, a pay phone installation area or emergency telephone installation area which is integrated into an item of Street Furniture, the use of an item of Street Furniture for the integration of similar display area for non-commercial posters or services (e.g. maps) selected by mutual agreement of the parties. A schedule of CAC's and the Street Furniture on which they may be installed is set forth on Appendix 1, Exhibit A.

**CITY COUNCIL**

The legislative body of the CITY established by the Los Angeles City Charter.

**CITY INFORMATION  
PANEL/CIP**

A two sided structure which contains a CITY Amenity Component on one side and one Ad Panel. A CIP may be installed only upon the consent of the Councilmember in whose district the CIP is to be located.

**CITY PROPERTY**

Property which is owned or under the control of the CITY.

**CONTRACTOR**

Viacom Decaux LLC, a Delaware limited liability company, and its successors and assigns.

**COUNCIL**

The Los Angeles City Council.

**DESIGNER COLLECTION**

The designs for Street Furniture included in the JCDecaux Catalogue attached hereto as Appendix 1, Exhibit A. The JCDecaux Catalogue may be amended from time to time and shall include the "Sunset" and "Heritage" styles, or designs of similar value, and shall as set forth herein include the Gwathmey Siegel Associates "Pacific" style currently being designed by CONTRACTOR.

**DIRECTOR**

The Director of the CITY's Bureau of Street Services or his or her designated representative.

**EFFECTIVE DATE**

\_\_\_\_\_, 2001, the date on which the Agreement is fully executed and becomes binding on the parties.

***EXISTING TRANSIT  
SHELTERS***

The Outdoor Systems Advertising Inc. transit shelters which were installed pursuant to the Prior Agreement at bus stop locations prior to the Effective Date of this Agreement and which may contain Ad Panels.

***GROSS CASH RECEIPTS***

The total compensation (including in-kind payments) actually received by CONTRACTOR for the display of advertising, less a) any agency or broker commissions or similar fees; and b) returned or credited advertising fees.

***MBE/WBE/OBE***

Minority, Women and Other Business Enterprise as defined in the Mayoral Directive 2001-26.

***MINIMUM ANNUAL  
FEE/MAF***

The payment set forth in Article 4, Section 4.5, which CONTRACTOR must pay to CITY irrespective of the amount of Gross Cash Receipts as defined herein.

***MODULAR NEWSRACK***

A vending structure which contains multiple newsboxes for the sale or distribution of newspapers and other periodicals.

***NEW STREET  
FURNITURE SITE***

CITY approved installation site for street furniture where no street furniture was installed prior to execution of this Agreement and for which a permit has been approved.

***NON-APT STREET  
FURNITURE***

All Street Furniture other than APTs.

***NON-REVENUE STREET  
FURNITURE***

All Street Furniture which contains no Ad Panels.

***OTHER STREET  
FURNITURE/OSF***

Revenue Furniture other than Transit Shelters.

***PROGRAM***

The Coordinated Street Furniture Program as more fully described in this Agreement.

***PROGRAM YEAR(S)***

January 1, 2002 to December 31, 2021.

**PUBLIC AMENITY  
KIOSKS/PAK**

Street Furniture other than APTs or Transit Shelters which contain CITY Amenity Component(s). There may be two types of PAKs, Pillar Public Amenity Kiosks and Small Public Amenity Kiosks, as defined below:

a) Pillar Public Amenity Kiosk ("PPAK"): An item of Street Furniture which is a kiosk to be installed by CONTRACTOR up to 17 feet in height which may contain two Ad Panels with a maximum advertising area of 110 square feet and which contains one or more CITY Amenity Components.

b) Small Public Amenity Kiosk ("SPAK") An item of Street Furniture which is round or three sided kiosk, to be installed by CONTRACTOR, which may contain two Ad Panels with a maximum advertising area of 55 square feet and which contains one or more CITY Amenity Components.

The approved designs for PAKs are set forth in Appendix 1, Exhibit A.

**PUBLIC RIGHT-OF-WAY**

The CITY's public right-of-way including but not limited to roadways, sidewalks, parkways and median and traffic islands as defined in the Los Angeles Municipal Code.

**RENT COMMENCEMENT  
DATE**

January 1, 2002.

**REVENUE FURNITURE**

Street Furniture associated with Ad Panels.

**ROLLOUT PERIOD**

Each three month period of time set forth in the Projected Rollout Schedule ("PRS") attached as Appendix 2. There are eight (8) three month Rollout Periods during Phase I of the PRS.

**STREET FURNITURE  
TASK FORCE/SFTF**

A working interagency task force with representatives of CONTRACTOR, Bureau of Street Services, Chief Legislative Analyst, and relevant agencies such as the Department of Transportation, Department of Building and Safety, CITY Planning Department, Los Angeles Police Department, and any other public agencies designated by the Board. The SFTF shall meet regularly to coordinate, review and propose locations for CONTRACTOR's Street Furniture on an expedited ("one stop") basis for the approval of the Board.

**STAFF ENGINEER**

The Staff Engineer of the Bureau of Street Services or his or her designated representative.

***STREET FURNITURE***

Each and every structure installed or to be installed pursuant to this Agreement.

***TRANSIT SHELTER***

A structure which provides shelter for transit riders awaiting transportation. The Transit Shelter designs and specifications are set forth in Appendix 1, Exhibit A. Certain Transit Shelters may (subject to the limitations set forth in Appendix 1) have two (2) Ad Panels associated with them with a maximum advertising area of 55 square feet or when double length shelters are installed, 110 square feet or four (4) Ad Panels.

***TRANSIT SHELTER AD PANELS***

Ad Panels for each Transit Shelter shall be integrated into the Transit Shelter itself or as provided in this Agreement located near such Transit Shelter.

***VANDALISM***

Willful or malicious damage or destruction of any Street Furniture or any part thereof caused by a party other than CONTRACTOR or CITY but shall exclude removable surface graffiti, ordinary wear and tear, and any damage caused during riots and other civil disturbances or acts of terrorism or war.

***VENDING KIOSK***

Pillar Public Amenity Kiosk or other structure installed by CONTRACTOR operated by a CITY approved vendor to sell newspapers or other merchandise authorized by the CITY and which may contain advertising. A pillar vending structure ("Pillar Kiosk Vending Structure") may contain up to two (2) Ad Panels up to 110 square feet in the aggregate; a rectangular vending structure ("Rectangular Vending Structure") may contain up to three (3) Ad Panels up to 82.5 square feet in the aggregate. The size and style of Vending Structures which are approved for installation subject to site approval, are set forth in Appendix 1, Exhibit A.

**ARTICLE 2**

**PROGRAM DESCRIPTION AND AWARD;  
GRANT OF ADVERTISING RIGHTS**

**2.1 *Program Description***

In consideration of the rights granted by CITY to CONTRACTOR set forth below, CONTRACTOR shall 1) provide, install, operate, and maintain, on Public Right-of-Ways, Street Furniture, other related amenities, and Ad Panels as provided in the Projected Rollout Schedule attached hereto as Appendix 2; 2) comply with all the technical special provisions attached hereto as Appendix 1; 3) be subject to all of the terms and conditions set forth in this Agreement; and 4) pay the guaranteed Minimum Annual Fees and the applicable Percentage Fees provided

for in this Agreement. In consideration of the obligations undertaken by CONTRACTOR, the CITY shall in good faith provide, in accordance with the procedures set forth in this Agreement, permits authorizing the installation of Street Furniture in accordance with the Projected Rollout Schedule set forth in Appendix 2. In the event the CITY is unable, notwithstanding its good faith efforts, to approve permits to install the number of Ad Panels permitted by this Agreement, the CITY shall not be in default of its obligations and CONTRACTOR's sole remedies shall be as set forth in this Agreement.

## **2.2 *Obligation and Grant of Rights to Install, Operate and Maintain Street Furniture***

The CITY hereby grants and awards to the CONTRACTOR the exclusive right and CONTRACTOR shall have the obligation to install, operate, and maintain Street Furniture (or similar equipment), as more specifically described in the Projected Rollout Schedule attached hereto as Appendix 2, throughout the CITY in accordance with the terms of this Agreement. The CITY hereby grants to the CONTRACTOR, a license to encroach upon the CITY's Public Right-of-Ways solely for the purposes of implementing this Agreement consistent with permits issued by the CITY.

## **2.3 *Grant of Rights to Sell Advertising***

### **2.3.1 *Exclusive Rights***

CITY hereby grants to CONTRACTOR, and represents and warrants that CONTRACTOR shall have, throughout the term of this Agreement the exclusive right to negotiate with the CITY to sell on behalf of the CITY and the exclusive right to display outdoor advertising in Public Right-of-Ways in a format between 15 and 55 square feet. CITY shall retain and reserve to itself and its assigns all advertising rights not expressly granted to CONTRACTOR hereunder, subject to the limitations and conditions of this Agreement. The CITY shall not permit any party other than CONTRACTOR (including the CITY itself except to the extent provided below) to sell or display commercial advertising in any Public Right-of-Ways.

Nothing contained in this Agreement shall affect the rights of the parties set forth in the existing Norman Bus Bench Program (Contract No. C-98219) and any successor agreement provided however that nothing shall prohibit CONTRACTOR from competing for any future bus bench agreement.

The CITY's existing non-profit/charitable/civic event banner program shall not be considered advertising provided that each such banner does not contain commercial messages other than logo or trademark or trade dress ("Logo") (other than not-for-profits) and that such Logos shall not be displayed on more than 20% of the area of such banners.

## **2.4 *CITY Amenity Components***

(a) Notwithstanding any other provision herein, the CITY shall have the right to require CONTRACTOR to provide CITY Amenity Components on the Street Furniture for its own use (for example, integration of third-party telephones or emergency

phones, litter or recycling bins or computer information terminals) or for the display of CITY maps or posters for the promotion of CITY or public service projects as determined by the CITY. The number of CITY Amenity Components the CITY may require CONTRACTOR to install shall not exceed the number which is equal to eighteen percent (18%) of the number of installed Ad Panels. For example, if 100 Ad Panels are installed, the CITY shall have the right to an additional 18 CACs. The type of CITY Amenity Components which may be selected by mutual agreement for each type of Street Furniture is set forth in Appendix 1, Exhibit A.

(b) CONTRACTOR shall provide the CITY with a list of proposed Street Furniture sites which can accommodate CITY Amenity Components. The CITY and CONTRACTOR, shall mutually determine which new Street Furniture sites shall contain CITY Amenity Components, provided however, the CITY shall be responsible except as set forth in this Agreement for the cost of bringing any wiring required solely for the CITY Amenity Components to the Street Furniture site.

(c) The CITY shall not sell or otherwise transfer rights to use CITY Amenity Components except as provided in this Agreement. Notwithstanding the foregoing, the parties shall collaborate to enter into agreements with third parties such as pay phone providers or other relevant service providers. To the extent such agreements generate revenues they shall not be included as Gross Cash Receipts, but the CITY shall be entitled to fifty percent (50%) of all such revenues.

(d) In the event two (2) CITY Amenity Components (for example, a double sized public service poster on a Pillar PAK) are included in one structure, each CITY Amenity Component shall be counted in determining the number of CAC's the CITY may require.

(e) Subject to the provisions of this Agreement, CITY may require the CONTRACTOR, at its expense, to provide 100 emergency communications devices ("ECD's") at a reasonable cost per ECD and twenty (20) computers. The location of the ECD's and 20 computers shall be determined mutually taking into account the cost of equipment, maintenance and installation. With respect to one hundred (100) ECD's and twenty (20) computers, the CONTRACTOR shall pay the reasonable cost of equipment, installation and wiring.

#### ***2.4.1 City's Right to Expand Coordinated Street Furniture***

Nothing contained in this Agreement shall prohibit the CITY from expanding the scope of this Agreement provided CONTRACTOR consents to such expansion and all such terms are in writing as an amendment to the Agreement.

### **ARTICLE 3**

#### **TERMINATION OF EXISTING CONTRACT**

3.1 As of January 1, 2002 (the "Existing Shelter Inclusion Date") the existing contract between the CITY and Infinity Outdoor, Inc. (the "Infinity Outdoor Agreement") shall automatically expire in accordance with the terms of the letter dated November \_\_, 2001

executed by Infinity Outdoor Inc. and countersigned by the CITY a copy of which is attached hereto as Appendix 3.

3.2 As of January 1, 2002, the Existing Transit Shelters (including all associated Ad Panels) shall be included as part of and regulated by all the provisions of this Agreement.

3.3 In the event this Agreement is delayed or set aside by court order or the Agreement cannot be implemented, the Prior Agreement shall remain in effect until such time as this Agreement is able to be effectuated.

#### ARTICLE 4

### RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR

#### 4.1 *Scope of Services*

4.1.1 The CONTRACTOR will provide, on behalf of the CITY, Street Furniture, including installation, maintenance, repair and removal services for the Program as more fully described in this Agreement.

4.1.2 CONTRACTOR shall pay the required Fees to the CITY, and sell advertising on behalf of the CITY and otherwise perform the services and fulfill all CONTRACTOR'S obligations described in this Agreement.

#### 4.2 *Number and Locations of Street Furniture*

The CONTRACTOR shall, subject to the provisions of and in accordance with the timetable set forth in this Agreement, on behalf of the CITY provide, install, operate, maintain, repair or replace the required Street Furniture as follows:

	<u>Existing</u>	<u>New</u>	<u>Total</u>
<u>APTs</u>	0	150	150
<u>Transit Shelters</u>			2500
Existing	1215		
Replaceable Existing (Boulevard)	<u>(900)</u>	900	
Total	315	900	1215
Designer (New)		250	
Boulevard (New)		<u>1035</u>	
Total		<u>1285</u>	<u>1285</u>
Grand Total	315	2185	2500
LANI	30	30	60
Rapid Bus Phase I	80	160	240

<u>Other Street Furniture</u>	<u>Existing</u>	<u>New</u>	<u>Total</u>
Pillar	0	100	100
Small Kiosk	0	500	500
Vending Kiosk	<u>0</u>	<u>100</u>	<u>100</u>
	0	700	700

4.2.1 Street Furniture shall be installed within the City of Los Angeles, only at locations for which permits have been issued. The type of structures which CONTRACTOR must provide and the number of Ad Panels which CONTRACTOR may install is set forth in the Projected Rollout Schedule attached as Appendix 2.

4.2.2 The parties shall collaborate on determining where to locate each item of Street Furniture in accordance with the Projected Rollout Schedule and shall adhere to the following guidelines:

(a) The Councilmember of each Council District shall be consulted with respect to the design, location and CITY Amenity Component of each item of Street Furniture proposed to be located within the Councilmember's district prior to the submission of an application for a permit(s) to install Street Furniture by the CONTRACTOR.

(b) Street Furniture shall be distributed among the CITY Council districts taking into account: (i) the needs of the district for various items of Street Furniture and CITY Amenity Components; (ii) the CITY's obligations under this Agreement; and (iii) the revenue requirements of the Program.

(c) CONTRACTOR may propose sites for any Street Furniture required by this Agreement subject to the guidelines set forth herein. In the event CONTRACTOR objects to the location of Street Furniture proposed by the CITY or CITY Council, the Board shall, after consultation with the Councilmember in whose district the proposed location is situated, and the CONTRACTOR, propose alternative locations for such Street Furniture until mutual agreement is reached.

(d) The Board acting through the Bureau of Street Services shall have the responsibility for approving locations for all Street Furniture in accordance with this Agreement.

(e) The placement of all new Street Furniture must comply with the requirements of the ADA and any other accessibility or safety standards defined in this Agreement. CONTRACTOR's noncompliance with ADA and other accessibility or safety standards of this Agreement shall constitute a breach of this Agreement and shall be considered a failure to perform.

(f) The CITY shall exercise any rights or authority it may have under law or under the existing bus bench contract, or otherwise in order to remove or relocate advertising bus benches which interfere with Existing Transit Shelters or proposed Street Furniture sites. The CITY may consider among other criteria the following for determining

whether a bus bench "interferes": (i) convenience to bus riders and pedestrians; and (ii) the Program's revenue requirements with respect to advertising locations.

#### 4.2.3 *APT Locations*

(a) The Board acting through BOSS shall determine all APT locations (subject to the provisions of Section 4.2.1 above) in consultation with the CONTRACTOR.

(b) CONTRACTOR shall not be responsible for connection costs which exceed \$150,000 (the "Connection Cap") for each group of five (5) APTs; connection costs shall mean all work necessary, including trenching, to bring electrical, telephone, fiber optics, water and sewer services to the APT site ("Connection Costs"). Connection Costs shall not, however, include APT installation costs such as foundation work and utility hook-ups which costs shall be borne solely by the CONTRACTOR. The CITY shall pay all Connection Costs in excess of the Connection Cap. The CITY may elect to have CONTRACTOR pay the excess Connection Costs and deduct them from Fees payable to the CITY.

(c) CONTRACTOR may appeal the determination of the BOSS with respect to APT locations to the Board based on the grounds that the location is not suitable for an APT due to (a) Connection Costs which exceed the Connection Cap and which the CITY declines to pay; or (b) the criteria set forth in Appendix 1, attached hereto. Appeal procedures are set forth in Appendix 1 attached hereto.

(d) CONTRACTOR shall have the right to collect a fee ("APT User Fee") for each use of an APT provided it offers the CITY up to 250,000 automatically refunded free tokens during the Term of this Agreement to be distributed by the CITY. The APT User Fee on the Commencement Date shall be \$.25 and may be increased subject to approval by the Board which shall not be unreasonably withheld. In addition, the CITY may require ten percent (10%) of APTs be coin or "token free." The APT User Fees shall not be considered Gross Cash Receipts and shall be used to defray out-of-pocket expenses such as toilet paper and cleaning supplies.

#### 4.2.4 *Transit Shelter Locations*

(a) The CITY Council shall have the right to select up to twenty-five percent (25%) of the proposed locations of Transit Shelters ("CITY Council Shelter Sites"). CONTRACTOR shall have the right to elect not to install Ad Panels on such Transit Shelters. In the event CONTRACTOR objects to the proposed location of a Transit Shelter selected by the CITY Council, for reasons such as prohibitive utility hook-up costs, sidewalk too narrow, the Board shall, after consultation with the Councilmember and the CONTRACTOR, endeavor to identify alternate CITY Council Shelter Sites mutually agreeable to the CITY Council and the CONTRACTOR and BOSS. The determination of the Board shall be final.

(b) BOSS may select up to forty percent (40%) of the proposed locations of Transit Shelters ("BOSS Shelter Sites"). In the event CONTRACTOR objects to a BOSS Shelter Site the Board shall, after offering BOSS and the CONTRACTOR the opportunity to submit information (either orally or in writing) and respond to questions, propose alternative locations for such Transit Shelter, until mutual agreement is reached.

(c) The CONTRACTOR shall have the right to select 35% of the locations of Transit Shelters ("CONTRACTOR Sites"). CITY approval shall not be unreasonably withheld for CONTRACTOR Sites.

(d) Transit Shelters may, subject to the above provisions and BOSS approval, be placed at any of the locations on the CITY's list of official Transit Shelter installation sites provided that such locations can accommodate Transit Shelters in compliance with CITY standards and ADA requirements. Such locations shall include all existing Metropolitan Transportation Authority ("MTA") bus stops and other bus stops including but not limited to Big Blue Bus and Montebello Transit and any other public transportation stops ("Public Transportation Stops"). Public Transportation Stops shall include but not be limited to taxi stands, community bus stops, senior citizen shuttle stops and other stops approved by BOSS.

(e) CONTRACTOR may, subject to BOSS approval, place Transit Shelters at other Public Transportation Stops within Los Angeles CITY boundaries. Upon CITY approval, such Public Transportation Stop sites shall be incorporated into the CITY's list of approved Street Furniture installation sites.

(f) In determining whether to approve any Transit Shelter site the Bureau of Street Services shall consider bus service data bus ridership data, ADA guidelines, Councilmember input and Program revenue requirements.

(g) The CITY may require CONTRACTOR to integrate wiring for electronic displays to equip all Transit Shelter locations for "Smart Bus Technology" at the CONTRACTOR's sole cost and expense. The CITY shall be responsible for bringing the wiring (or otherwise delivering the data) and for the electronic displays in the Transit Shelter at its sole cost and expense.

4.2.5 As soon as reasonably feasible, the CITY shall take all steps necessary to include the MTA's rapid bus ("Rapid Bus Transit Shelters") and LANI bus shelter programs ("LANI Transit Shelters") into this Agreement under terms and conditions set forth below:

(a) ***Rapid Bus Program.***

(i) The transit shelters which are part of the Rapid Bus Program included in the Prior Agreement shall be incorporated into this Agreement and all rights and obligations of the parties set forth with respect to Transit Shelters and Revenue Furniture in this Agreement shall govern except as set forth herein.

(ii) The CITY shall continue to provide funds for the construction and installation (including utility hookups) of the Rapid Bus Transit Shelters and the Rapid Bus Transit Shelters shall remain the property of the CITY.

(iii) The BOSS shall select the style and design and location of the Rapid Bus Transit Shelters.

(iv) The Rapid Bus Transit Shelters shall include such Ad Panels as the CITY may approve and in no event less than one Ad Panel, per standard Rapid Bus

Transit Shelter.

(b) ***LANI Program.***

(i) The LANI Transit Shelters shall be incorporated into this Agreement and all obligations and responsibilities of the parties shall apply except as set forth herein.

(ii) LANI shall pay for the construction and installation (including utility connections) of the LANI Transit Shelters which shall remain the property of the CITY.

(iii) Except Transit Shelters installed prior to the Effective Date, LANI shall continue to pay for the maintenance of the Transit Shelters; notwithstanding the foregoing, CONTRACTOR shall pay for the maintenance of the number of LANI Transit Shelters equal to the number of two Ad Panel Rapid Bus Transit Shelters which CONTRACTOR has installed.

(iv) The LANI Transit Shelters shall have no Ad Panels unless authorized by the BOSS and LANI.

**4.2.6 *Other Street Furniture Locations***

The location for all Other Street Furniture ("OSF") shall be determined as follows:

CONTRACTOR may designate the location of the OSF, subject to the approval of the Bureau of Street Services, not to be unreasonably withheld, provided at least one-third (1/3) of the OSF is equitably distributed among all of the fifteen (15) Council districts. Notwithstanding any other provision herein, OSF shall be installed on primary and secondary highways as those terms are defined in the Los Angeles Municipal Code, Chapter VI – Street Designations and Standards except as otherwise mutually agreed upon by the CITY and CONTRACTOR. The parties shall endeavor to use the OSF to conceal above ground utility facilities at locations the parties mutually agree upon and where installation is feasible from a technical standpoint; on such economic terms and conditions as the parties shall agree to with the owner of the above ground utility facility. In no event, may CITY require CONTRACTOR to conceal an above ground utility facility unless the costs of adapting the OSF are paid by the CITY or a party other than the CONTRACTOR.

**4.2.7 *Property Owner Objections***

When a Street Furniture location on a sidewalk is directly opposite a building (or buildings) fronting on the same sidewalk and the owner, net lessee or ground floor tenant of such property objects to the granting of approval, a review hearing by the Board will be scheduled by the Project Manager. The CONTRACTOR, Bureau of Street Services representatives, and the property owner may attend the Board hearing to present arguments and recommendations. In reviewing the objections of an adjacent property owner, the Board shall consider the overall interest of the CITY in meeting the requirements of this Agreement including program revenue

requirements with respect to the number and location of Street Furniture. The decision of the Board shall be final.

#### 4.2.8 *Relocation of Street Furniture*

The BOSS shall have the right to require the CONTRACTOR to relocate Street Furniture for good cause such as a change in bus stop location or private or public development in accordance with the provisions set forth in Appendix 1. The CONTRACTOR shall submit written notification to the Project Manager prior to relocating Street Furniture. The BOSS may require or permit and CONTRACTOR may request (as provided herein) Street Furniture to be relocated if it cannot be satisfactorily maintained due to excess Vandalism or other extraordinary circumstances. In the event of relocation, a comparable alternative location shall be approved by BOSS in accordance with the applicable provisions in this Agreement and Appendix 1 for determining the location of Street Furniture.

#### 4.2.9 *Installation of Street Furniture*

CONTRACTOR shall install the Street Furniture for which BOSS has authorized permits in accordance with the Projected Rollout Schedule ("PRS") attached hereto as Appendix 2. Set forth therein are estimated projections for the installation of the Street Furniture based on its type and location. At the end of Phase I, the parties shall revise the PRS if necessary to reflect delays, if any, not attributable to the fault of either party.

(a) Street Furniture shall be installed in the quantities set forth on the Projected Rollout Schedule attached as Appendix 2 subject to the provisions of this Agreement. Rollout Period 1 shall commence sixty (60) days after the CITY has approved the applications for permits (the "CITY Approvals") for the first two Rollout Periods.

(b) The initial APT shall be installed no later than April 30, 2002. Irrespective of when Rollout Period 1 actually commences for all other Street Furniture, an additional fourteen (14) APTs shall be installed in accordance with the Projected Rollout Schedule as if Rollout Period 1 commenced July 1, 2002.

(c) Notwithstanding the requirements of the Agreement, BOSS may in its sole discretion require CONTRACTOR to provide less than the amount of Non-Revenue Street Furniture contemplated by this Agreement and CONTRACTOR may voluntarily reduce the number of Ad Panels it installs. The election of such party to reduce non-Revenue Street Furniture or Ad Panels, as the case may be, shall not change any other obligations or rights of the parties under this Agreement.

(d) In the event the CITY has not granted CITY Approvals or certain applications have been delayed by the CITY, through no fault of CONTRACTOR, CONTRACTOR may submit applications for alternate locations for CITY Approvals in order to make a good faith effort to maintain the installation schedule as set forth on the Projected Rollout Schedule.

(e) At the end of Rollout Period 4, CONTRACTOR and the BOSS, shall review the number of CITY Approvals for Street Furniture compared to the number

contemplated by the Projected Rollout Schedule. The parties shall negotiate in good faith, to establish, if necessary, a Revised Projected Rollout Schedule in order to assure that permits are approved for all items of Street Furniture as promptly as reasonably possible. All revisions to the Projected Rollout Schedule shall be by mutual agreement of the BOSS and the CONTRACTOR and subject to the remedies set forth in this Agreement.

#### 4.3 *Street Furniture Design Specifications*

##### 4.3.1 *APT Designs*

During Rollout Periods 1 through 4, CONTRACTOR shall be obligated to provide APTs in the "Heritage" design only. During Rollout Period 5 and thereafter, CONTRACTOR shall make available a new APT design known as the "Pacific" design provided that the CITY (i) orders a minimum of 25 APTs in the Pacific design and (ii) allows CONTRACTOR reasonable time to finalize designs and fabrication of Pacific design APTs.

##### 4.3.2 *Transit Shelter Designs*

CONTRACTOR shall provide 1035 Transit Shelters in the "Boulevard" design. The CITY shall have the right to select up to three different designs for 250 additional Transit Shelters from the Designer Collection Designs. The CITY may also request minor design changes in the selected designs in accordance with the CITY procedures described below. The CITY may require CONTRACTOR to substitute a different design from the Designer Collection for all or some of the 1035 "Boulevard" design Transit Shelters provided the CITY makes a payment (or a mutually agreed upon in-kind exchange) in accordance with the fee schedule attached as Appendix 1, Exhibit B.

##### 4.3.3 *Designs for Public Amenity Kiosks and Other Street Furniture*

(a) The CITY shall have the right, in consultation with CONTRACTOR, to select from the Designer Collection for Public Amenity Kiosks and Other Street Furniture.

(b) The CITY may not require more than twenty-five percent (25%) of Small PAKs to be cylindrical without concurrence of CONTRACTOR

##### 4.3.4 *Contractor to Replace 900 Existing Transit Shelters.*

(a) CONTRACTOR shall replace 900 Existing Transit Shelters with new shelters in the Boulevard Design ("Replacement Shelters"). CONTRACTOR shall be obligated to commence replacement of the Existing Shelters at the end of Phase II of the PRS but not later than January 1, 2008. The obligation to install Replacement Shelters shall be pro rata in relation to the number of new Ad Panels which have been approved in relation to the total number of new Ad Panels contemplated by the PRS, however in no event shall CONTRACTOR be obligated to install at a rate greater than 150 per year. The CITY shall, in consultation with CONTRACTOR, determine which Existing Transit Shelters shall be replaced.

#### 4.3.5 *Vandalism of Street Furniture.*

Nothing in this Agreement shall be construed to impose on CITY any responsibility or liability for costs incurred by CONTRACTOR on account of Vandalism. In the event that CONTRACTOR's cost of repair and replacement of any APT due to Vandalism during any two years of operation should exceed Five Thousand Dollars (\$5,000) per APT per year ("Excessive Vandalism"), CONTRACTOR may, by notice to BOSS, request that BOSS negotiate in good faith, possible modifications of this Agreement to reduce such cost or provide additional revenues. Such modifications may include relocation of the APT for which maintenance cost due to Vandalism is a particular problem, or any other modification which would reduce such cost or provide offsetting additional revenues. In no event shall CITY be required to agree to any particular modification of this Agreement, provided, however, that if no modification of the Agreement satisfactory to CONTRACTOR has been agreed upon after the CITY has been on notice about Excessive Vandalism, CITY shall, at its option, (i) relocate the APT or (ii) pay the costs in excess of \$5,000 per APT per year.

#### 4.3.6 *Street Furniture Placement on State Highways*

The placement of Street Furniture on State highways within CITY of Los Angeles boundaries is subject to State regulations. The CITY agrees to provide assistance to CONTRACTOR in obtaining permission and any permits required to install such Street Furniture, however, the failure of CONTRACTOR to obtain State Permits ("State Permits") shall excuse CONTRACTOR from any obligation to install Street Furniture on a State highway. CONTRACTOR shall have no obligation to make any payment to the State except standard permit fees in order to obtain State Permits.

#### 4.3.7 *Street Furniture Advertising Standards*

(a) CONTRACTOR agrees to comply with CONTRACTOR's advertising policy and guidelines proposed by CONTRACTOR in its response to the RFP which provide among other things, that CONTRACTOR shall not display advertisements which contain tobacco products, and in certain locations, alcohol products, as more fully set forth in Appendix 1 unless the CITY grants permission otherwise.

(b) CONTRACTOR shall comply with all regulations set forth in Appendix 1.

(c) In the event applicable law prohibits additional types of advertising, the parties shall review the impacts of such laws and make appropriate revisions to this Agreement.

#### 4.4 *Additional Street Furniture Option in Favor of CITY*

4.4.1 The CITY, in its sole discretion and at its sole expense, may elect to require CONTRACTOR to provide additional Street Furniture ("Additional Street Furniture"), including modular newsracks, on the terms set forth below:

(a) CONTRACTOR shall provide to the CITY from its available Street Furniture catalogue at its standard prices, such Street Furniture as the CITY may request. The cost of the Additional Street Furniture, may at the CITY's election be deducted from Fees payable to the CITY. THE CONTRACTOR shall provide its standard prices (which shall be no greater than prices charged to other American cities for similar Street Furniture taking into account the term of lease and other conditions) and catalogue on or about January 1 of each year. The CITY shall be entitled to own any Modular Newsracks which CONTRACTOR may provide.

(b) In the event the CITY elects to require CONTRACTOR to provide Modular Newsracks, CITY shall be solely responsible for administering the program necessary to allocate space in the Modular Newsracks among the publications which utilize them. CITY shall indemnify CONTRACTOR and hold it harmless from any and all claims brought by any publication or association regarding the administration of the Modular Newsracks program.

4.4.2 In the event the CITY exercises its option to obtain Additional Street Furniture, such Street Furniture shall, at the CITY's sole expense, be installed, operated and maintained by CONTRACTOR in accordance with the same procedures and requirements applicable to the Street Furniture which CONTRACTOR is obligated to install pursuant to this Agreement, except as modified by this Article 4.

4.4.3 CIP's may be included as OSF only on consent of the Councilmember in whose district such CIP would be located, and shall also require the mutual agreement of the CONTRACTOR and BOSS. In the event CIP's are substituted for OSF, CONTRACTOR shall be entitled to additional OSF to result in the permitted number of Ad Panels being installed. For example, if a Councilmember approves a CIP in his or her own district and such CIP contains one CAC (e.g., a neighborhood map) and only one Ad Panel, then CONTRACTOR will be able to obtain approval for an additional Ad Panel on an additional item of Street Furniture even if that results in an increase in the number of items of Street Furniture contemplated by the PRS.

#### 4.5 *Fee and Payments to the CITY*

4.5.1 CONTRACTOR shall pay fees ("Fees") to the CITY as follows:

(a) Minimum Annual Fee. At the beginning of each program year, subject to the provisions of this Agreement, the CONTRACTOR shall pay the Minimum Annual Fee ("MAF") in accordance with the schedule below:

Year 1	\$ 3,000,000
Year 2	\$ 3,000,000
Year 3	\$ 3,000,000
Year 4	\$ 5,000,000
Year 5	\$ 6,000,000

Year 6	\$ 6,000,000
Year 7	\$ 6,000,000
Year 8	\$ 6,000,000
Year 9	\$ 7,500,000
Year 10	\$ 7,500,000
Year 11	\$ 7,500,000
Year 12	\$ 7,500,000
Year 13	\$ 9,000,000
Year 14	\$ 9,000,000
Year 15	\$ 9,000,000
Year 16	\$ 9,000,000
Year 17	\$ 11,500,000
Year 18	\$ 11,500,000
Year 19	\$ 11,500,000
Year 20	\$ 11,500,000
TOTAL	<u>\$150,000,000</u>

The MAF payment by CONTRACTOR to the CITY shall, subject to the further provisions of this Agreement, be due on or before the first day of each Program Year, and paid no later than the tenth day of January for such year, payable to the Department of Public Works and shall be remitted in the form of an electronic transfer or company check, cashier's check, certified check or United States currency to the "Bureau of Street Services."

(b) Percentage Fee. Subject to the provisions of this Agreement, if it is determined that twenty percent (20%) of the annual Gross Cash Receipts exceeds the MAF made by CONTRACTOR to the CITY, no later than 90 days ("Reconciliation Period") from the close of each Program Year CONTRACTOR shall make a payment to the CITY in the amount of the difference between the twenty percent (20%) of the annual Gross Cash Receipts and the MAF.

For example: In 2002, if the CONTRACTOR pays a MAF of Three Million Dollars (\$3,000,000) in the beginning of the year, and at year end, twenty percent (20%) of the annual Gross Cash Receipts equals Three Million Five Hundred Thousand Dollars (\$3.5 million), CONTRACTOR, shall be required to pay the CITY an additional \$500,000 within the Reconciliation Period. Therefore, the CITY would receive a total of \$3.5 million for the year 2002.

Evidence of Gross Cash Receipts shall be submitted by CONTRACTOR for each Program Year, including year one. Such evidence shall be comprised of a report on the Gross Cash Receipts received by CONTRACTOR with respect to its operations in the City of Los Angeles during each year. The report of Gross Cash Receipts shall be remitted to the CITY, to the "Bureau of Street Services" prior to the expiration of the Reconciliation Period.

(i) Any new taxes not in existence on the Effective Date of this Agreement imposed by CITY after the Effective Date which apply exclusively to Street Furniture or advertising in the Public Right-of-Way shall be paid by CITY. CONTRACTOR may credit CITY with payment of such taxes by offsetting the amount due from the MAF payable to the CITY at the CITY's request.

#### 4.6 *Maintenance of Records*

CONTRACTOR shall maintain complete and accurate records with respect to gross receipts, payments to the CITY, maintenance operation/data, advertising operations/data and other business or financial records related to CITY revenues. All financial records shall be maintained on an industry recognized accounting basis. CONTRACTOR shall make available to the representative of the BOSS all such books and records, who shall have the right to examine and audit the same during business hours at the business office in Los Angeles where records are being maintained, and to make transcripts or copies therefrom. CONTRACTOR shall maintain and allow inspection of all said books and records; including, but not limited to work data, documents, proceedings, and activities related to this Agreement for a period of seven (7) years.

Within 120 days of the end of each program year, including year one, CONTRACTOR shall remit to BOSS an annual financial statement for the program year prepared by a Certified Public Accountant (CPA). The annual financial statement shall confirm the accuracy of the CONTRACTOR'S end-of-year report with respect to the total actual Gross Cash Receipts received by CONTRACTOR with respect to its operations in the City of Los Angeles during the entire program year.

### ARTICLE 5

#### **RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

##### 5.1 *Project Manager*

CITY designates William E. White as its Project Manager, representing the CITY in all matters within the scope of this Agreement relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY,"

or by "mutual agreement" or similar terms are used, they shall refer to the CITY's Project Manager. The CITY's Project Manager may designate an assistant to act in his or her stead. The Project Manager may be changed at the direction of the Director of the Bureau of Street Service at any time, on written notice to CONTRACTOR.

#### 5.2 *City Technical Information*

The CITY shall cooperate with and assist CONTRACTOR in obtaining, without charge, all standard plans and specifications and any other information which the CITY now has in its files that may be of use to CONTRACTOR.

#### 5.3 *CITY Cooperation*

The CITY shall cooperate with and assist CONTRACTOR in implementing any aspect of the Program which requires CITY approvals and other governmental coordination. CITY agrees it shall use good faith efforts to make timely approvals, perform necessary wiring, and to promptly review and approve alternate sites when Ad Panels or Street Furniture require relocation.

#### 5.4 *CITY Negotiations with Vendors*

CITY may require CONTRACTOR to provide Vending Kiosks for use by vendors approved by the CITY ("Approved Vendors") or Modular Newsracks for use by publishers or newspaper distributors ("Publishers") in accordance with the provisions of this Agreement. Prior to the CITY's grant of a revocable permit to any Approved Vendor, the Approved Vendor shall be required to execute an agreement with the CONTRACTOR in the applicable form attached hereto as Appendix 1, Exhibit C. Existing vendors approved by the CITY at the time of full execution of this Agreement (a list of which shall be set forth on Appendix 1, Exhibit D attached hereto), shall be exempt from the payment of occupancy fees, other than to defray actual expenses such as the cost of electricity.

#### 5.5 *Permits*

The CITY shall reasonably approve and issue construction permits and other necessary authorizations and permits in accordance with the provisions of this Agreement.

### ARTICLE 6

#### **TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

6.1 Unless otherwise provided, the term of this Agreement shall begin on the date of full execution of this Agreement and shall expire on December 31, 2021 unless terminated as provided in this Agreement or extended by amendment to this Agreement.

The date of full execution is defined as the date when all of the following events have occurred:

6.1.1 This Agreement has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR hereto;

6.1.2 This Agreement has been approved by the CITY Council or by the Board, officer or employee authorized to give such approval;

6.1.3 The office of the City Attorney has indicated in writing its approval of this Agreement as to form;

6.1.4 This Agreement has been signed on behalf of the CITY by the person designated to so sign by the CITY Council or by the Board, officer or employee authorized to enter into this Agreement; and

6.1.5 The Agreement has been attested to on behalf of the CITY by the City Clerk.

## 6.2 *Year Six Review*

At the end of Year Six, the parties shall review (the "Year Six Review") the operation of the Program, taking into account (i) the amount of Street Furniture (including Revenue Furniture and OSF) which has been installed and the actual timetable on which permits were approved; (ii) the level of services which are being provided relative to program goals and public needs; (iii) the revenues generated (including the relationship of the location of Ad Panels and the Street Furniture to the amount of revenue); (iv) the level of maintenance relative to program goals and actual site conditions; and (v) the impact of personal property taxes or possessory interest taxes if such taxes have been imposed. The parties shall discuss the findings of the Year Six Review and make such adjustments and modifications to the Program as they shall mutually agree are appropriate to achieve the service and revenue goals which are contemplated by this Agreement. No changes shall be made to this Agreement as a result of the Year Six Review unless they are mutually agreed to by the parties and set forth in written amendment(s) to this Agreement.

## 6.3 *Ownership of Structures.*

(a) All Street Furniture shall become the property of the CITY upon installation, subject to the rights of the parties as set forth in this Agreement upon termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, it is the intention of the parties that CONTRACTOR operate the Program on behalf of and for the benefit of the CITY and residents of and visitors to the CITY.

During the term of this Agreement CONTRACTOR shall have no property or possessory interest in the Street Furniture, it being the intent of the parties that CONTRACTOR is operating and providing a municipal services program including Transit Shelters and APTs. The funding for the Program shall come from the sale of advertising. CONTRACTOR shall not own the Ad Panels during the term of the Agreement but shall act as a Manager of the CITY's Street Furniture including the Ad Panels. CONTRACTOR's economic interest shall be limited to its

right to receive revenues for its marketing of advertising and from those revenues to fund the costs of the Program to the extent possible and to retain excess revenues, if any; CONTRACTOR shall absorb the expenses for which it is obligated in the event advertising revenues are not sufficient to cover the costs of the Program.

(b) CONTRACTOR shall, except as provided in this Article, upon termination of this Agreement remove all Street Furniture at CONTRACTOR's sole expense and restore the sites to their proper condition and dispose of such Street Furniture as it sees fit. Any OSF or APT not removed by the CONTRACTOR shall be deemed abandoned.

(i) In the event the CITY determines with respect to Street Furniture to operate a non-revenue no advertising Street Furniture program for a period of five (5) years or more, at the termination of this Agreement, CITY may direct CONTRACTOR to not remove the Street Furniture, provided however, that due to the technical and proprietary nature of APTs, CONTRACTOR may remove all APTs.

(ii) In no event shall CONTRACTOR remove Transit Shelters without the permission of the CITY, provided only that the rights and obligations of the parties with respect to Transit Shelters as set forth in this Agreement with respect to the year of termination remain in effect until CONTRACTOR is authorized to remove the Transit Shelters.

(iii) In the event the CITY determines with respect to Street Furniture (other than APTs which CONTRACTOR may remove) to designate a party other than CONTRACTOR to operate an advertising Street Furniture program it may require CONTRACTOR not to remove the non-APT Street Furniture provided only that it shall cause the new operator to pay CONTRACTOR an amount equal to the fair market value of such non-APT Street Furniture at the time of the award of the new contract.

(iv) In the event upon expiration or earlier termination of this Agreement, the CITY desires CONTRACTOR to continue to provide services under this Agreement, the CITY shall grant any such extensions in increments of no less than 12 months.

## ARTICLE 7

### DEFAULT AND TERMINATION

#### 7.1 *Default by CONTRACTOR*

This Agreement may be terminated in whole or in part in writing by the CITY in the event of substantial failure by the CONTRACTOR to fulfill its material obligations under this Agreement (a "Default"), provided that no termination may be effected unless the following procedures are adhered to:

7.1.1 CONTRACTOR shall be given not less than ten (10) calendar days' written notice ("Default Notice") (delivered by certified mail, return receipt requested) of its alleged Default, and

7.1.2 CONTRACTOR shall have up to 30 days after delivery of the Default Notice to effectuate a cure. If the CONTRACTOR Default cannot reasonably be cured within 30 days and CONTRACTOR is diligently taking all reasonably necessary and appropriate steps to cure promptly the CONTRACTOR Default, then the cure period shall be extended or a reasonable period to permit CONTRACTOR to complete such cure.

7.1.3 In the event CONTRACTOR claims that no Default has occurred CONTRACTOR shall within ten (10) days of receipt of the Default Notice, deliver written notice to the Board of such claim ("CONTRACTOR's Defense"). The Board shall, within thirty (30) days, review the Default Notice and CONTRACTOR's Defense and such materials as the parties may submit or the Board may require from the CITY. Promptly thereafter the Board shall notify the parties of its determination. In the event the Board upholds the CITY's Default Notice, CONTRACTOR shall comply with Section 7.1.2 above with respect to the cure of a Default.

## 7.2 *Determination of Default*

When the CONTRACTOR has failed to cure a Default (in accordance with the provisions of Section 7.1 above), the Bureau of Street Services may, in its sole discretion, elect to seek to terminate this Agreement by delivering to CONTRACTOR a written notice of its intent to terminate this Agreement ("Notice of Termination").

7.2.1 The Board shall, once BOSS has issued a Notice of Termination, schedule a public hearing on thirty (30) days written notice to the CONTRACTOR at which BOSS and CONTRACTOR may present such information as each deems relevant. At the conclusion of such hearing, the Board may dismiss the claim or recommend that the Public Works Committee of the CITY Council conduct Termination proceedings.

7.2.2 The Public Works Committee of the CITY Council shall hold a public hearing where the CONTRACTOR may show cause why the Agreement should not be terminated. The Public Works Committee may dismiss the termination request or recommend to the CITY Council that the Agreement be terminated. Nothing contained herein shall limit the City Council's authority with respect to this Agreement.

7.2.3 If the CITY terminates the Agreement, CONTRACTOR shall remove or otherwise dispose of the Street Furniture at CONTRACTOR's sole cost and expense in accordance with the provisions of this Agreement respecting the expiration of the Agreement set forth in Section 6.3. The CITY shall have the same right to require CONTRACTOR to delay such removal or disposal until a new Street Furniture provider is able to operate the Program as if the Agreement were expiring at the end of its 20 year term. In the event the CITY elects to delay removal or disposal of the Street Furniture, CONTRACTOR shall be entitled to continue to operate the Program pursuant to the terms of this Agreement.

## ARTICLE 8

### AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Agreement may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

## ARTICLE 9

### INDEMNIFICATION AND INSURANCE

#### 9.1 *Indemnification*

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of actions, claims, losses, demands and expenses, including but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the CONTRACTOR or its SUBCONTRACTORS of any tier. The provisions of this paragraph shall survive termination of this Agreement

The CITY hereby undertakes and agrees to defend, indemnify and hold harmless CONTRACTOR and any and all of its Employees, Officers, Agents, Representatives, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CITY's employees and agents, or arising in any manner by reason of the active negligence or willful misconduct on the part of the CITY.

#### 9.2 *Insurance*

##### 9.2.1 *General Conditions*

During the term of this Agreement and without limiting CONTRACTOR's indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR) in Appendix 4 hereto covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, Ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable CITY Special Endorsement form(s), copies of which are included in Appendix 4, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect CITY as an Insured or an Additional Interested Party, or a Loss Payee

As Its Interests May Appear; respectively, when such status is appropriate and available depending on the nature of the applicable coverage; 2) provide CITY at least thirty (30) days advance notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to CITY's insurance program. Except when CITY is a named insured, CONTRACTOR's insurance is not expected to respond to claims which may arise from the acts or omissions of the CITY.

#### 9.2.2 *Modification of Coverage*

CITY reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the CONTRACTOR, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.

#### 9.2.3 *Failure to Procure Insurance*

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by CONTRACTOR. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which CITY may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect CITY's interests and recover and all monies so paid from CONTRACTOR.

#### 9.2.4 *Workers Compensation*

By signing this Agreement, CONTRACTOR hereby certifies that is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

A Waiver of Subrogation in favor of CITY will be required when work is performed on CITY premises under hazardous conditions.

### ARTICLE 10

#### INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent CONTRACTOR and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself

or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY. CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees or agents to be an agent or employee of CONTRACTOR.

## ARTICLE 11

### WARRANTY AND RESPONSIBILITY OF CONTRACTOR

11.1 CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with standards practiced among those firms within CONTRACTOR's profession, doing the same or similar work under the same or similar circumstances.

11.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, Street Furniture installation and maintenance and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, Street Furniture installation and maintenance, and other services.

11.3 The CONTRACTOR shall exhibit proper judgment in the use of information furnished by CITY. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this Agreement, as well as recommendations for the correction of such incorrect or misleading information.

11.4 CONTRACTOR shall perform such services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with this Agreement.

11.5 Except as specified in this Agreement, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this Agreement, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

## ARTICLE 12

### NONDISCRIMINATION AND AFFIRMATIVE ACTION

The CONTRACTOR shall comply with the applicable nondiscrimination and Affirmative Action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, the CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONTRACTOR shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The CONTRACTOR shall also comply with all rules, regulations, and policies of the CITY's Board of Public Works, Office of Contract Compliance

relating to nondiscrimination and Affirmative Action, including the filing of all forms required by said Office. Any subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the CONTRACTOR to comply with the requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR's contract with the CITY.

### ARTICLE 13

#### **MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the MBE/WBE/OBE Outreach Program for Personal Services Agreements, Greater than \$100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

### ARTICLE 14

#### **SUCCESSORS AND ASSIGNS**

14.1 All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without written consent of the parties hereto.

14.2 CITY approval shall be required for any change in the CONTRACTOR's ownership equaling or exceeding a total and/or cumulative change of twenty-five percent (25%) in such ownership. The CITY shall respond within thirty (30) days to the CONTRACTOR's request to approve a change in ownership.

14.3 Notwithstanding the foregoing, CITY approval shall not be required for (i) a transfer of this Agreement to an Affiliate of CONTRACTOR or (ii) a sale of shares of CONTRACTOR as part of a bona fide public offering; or (iii) a change in form of the entity (e.g., from a corporation to a limited liability company) provided management remains substantially the same and there is no material adverse change in the financial strength of the CONTRACTOR.

"Affiliate" shall mean any entity or person, controlled by, controlling or under common control with CONTRACTOR, or persons or entities that are current shareholders of CONTRACTOR.

## ARTICLE 15

### CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

#### To The CITY:

Contact Person: William E. White, Director

Address: Bureau of Street Services  
600 S. Spring, Suite 1200  
Los Angeles, CA 90013  
Attention: Ron Olive

Copy to: Office of the City Attorney  
Attention: Christopher M. Westhoff  
200 N. Main Street, Suite 1800  
Los Angeles, CA 90012

#### To CONTRACTOR:

Contact Person: Dennis Kuhl, President

Address: Viacom Decaux, LLC  
1731 Workman Street  
Los Angeles, California 90031

Copy to: Greenberg Traurig, LLP  
Attention: Edward C. Wallace  
2450 Colorado Ave., Suite 400 E  
Santa Monica, California 90254

## ARTICLE 16

### FORCE MAJEURE

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for any failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond CONTRACTOR'S or the CITY'S reasonable control. Such causes may include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, delays in transportation, acts of war, terrorism or crimes to the extent that they are

not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

## **ARTICLE 17**

### **SEVERABILITY**

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby provided that the material economic terms of this Agreement remain substantially the same as contemplated by the whole Agreement.

## **ARTICLE 18**

### **DISPUTES**

Should a dispute or controversy arise concerning provisions of this Agreement or the performance of work hereunder, except as provided herein, either party may elect to submit such dispute to a court of competent jurisdiction located in Los Angeles County.

## **ARTICLE 19**

### **ENTIRE AGREEMENT**

This Agreement contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

## **ARTICLE 20**

### **APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced, and interpreted under the laws of the State of California and the City of Los Angeles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

## ARTICLE 21

### **CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

The CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

## ARTICLE 22

### **SECURITY AND BONDS**

The CONTRACTOR shall provide security in the form of bonds as set forth herein, for CONTRACTOR's faithful performance of its obligations. Duplicate copies of all bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

#### **22.1 *Performance Bonds***

(a) **Installation Security Bond.** Prior to the issuance of permits and during installation of the Street Furniture as set forth in the Projected Rollout Schedule, CONTRACTOR shall provide to the Los Angeles City Controller a bond (the "Installation Security Bond") sufficient to provide security for the payment of an amount equal to the projected cost of installation of the Street Furniture ("Installation Cost") to be installed during each successive Rollout Period, on a Rollout Period by Rollout Period basis as set forth in the Projected Rollout Schedule. CONTRACTOR shall also deposit with the Controller a certified statement setting forth CONTRACTOR's good faith estimate of the Installation Cost. The bond shall be maintained in the amount of THREE MILLION DOLLARS (\$3,000,000) during Program years one through five. At the beginning of Program Year 6 the amount of the Installation Security Bond shall be adjusted to reflect their current Installation Costs and no minimum amount shall apply.

(b) **Installation Liquidated Damages.** In the event the CITY believes CONTRACTOR has failed to install APTs without an excusable delay in accordance with the PRS the CITY shall give three (3) business days notice of its intent to demand liquidated damages in the amount of \$100 per day. CONTRACTOR shall within five (5) business days thereafter set forth in writing any reasons why it believes the alleged delay is excusable. The parties shall mutually attempt to resolve their differences for a period of ten (10) business days. If the parties cannot resolve their differences, the CITY may thereafter impose liquidated damages. CONTRACTOR may appeal to the Board and thereafter commence arbitration or litigation, if necessary, to challenge the CITY's determination to impose liquidated damages.

(c) Maintenance Bond. In addition to the Installation Security Bond, CONTRACTOR shall provide a bond (the "Maintenance Bond") in favor of the CITY equal to the reasonable estimated cost of three month's maintenance of the Street Furniture which has been installed. The CONTRACTOR shall provide a verified statement together with the Maintenance Bond as to its reasonable estimate for the cost of maintenance of the Street Furniture which has been installed. The Maintenance Bond shall be increased as necessary each Period for so long as the initial installation of Street Furniture is ongoing; thereafter, the Maintenance Bond shall be adjusted as necessary at the commencement of each Program year.

## ARTICLE 23

### CHILD SUPPORT ASSIGNMENT ORDERS

This Agreement is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as Exhibit 2 and incorporated herein by this reference. Pursuant to this Ordinance, CONTRACTOR shall (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support, Assignment Orders; (2) certify that the principal owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq; and (4) maintain such compliance throughout the Term of this Agreement, Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notice of Assignment or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by the CONTRACTOR under the terms of this Agreement subjecting this Agreement to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONTRACTOR by the CITY.

CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Agreement Code 7110.

## ARTICLE 24

### REMEDY FOR DELAYS

24.1 Notwithstanding any contrary provisions of this Agreement, CONTRACTOR shall be obligated to install the one APT as soon as reasonably possible, but in no event more than four months after the Effective Date, and fourteen additional APTs as set forth on the

Projected Rollout Schedule regardless of delays in CITY Approvals for any other Street Furniture. The CONTRACTOR's obligations set forth in the preceding sentence shall be subject to the obligation of the CITY to approve permit applications for installation of the APTs.

#### 24.2 *Force Majeure or Legal Order*

The CITY shall reduce the MAF to compensate the CONTRACTOR for lost advertising revenue when CONTRACTOR is required to remove Ad Panels (which were installed with CITY approval) by the CITY; or for the reasons stated herein and as set forth in Appendix 1; or as a result of a legal requirement imposed by State or Federal law or court order or as a result of Force Majeure. This reduction will be in effect until CONTRACTOR is permitted to replace the Ad Panels at comparable alternate sites and the reduction amount shall be calculated in accordance with the MAF Adjustment (set forth below).

#### 24.3 *Permits and Approvals*

(a) In the event at the end of any year of the Agreement CONTRACTOR has not yet received Approved Permit Applications for the installation of Revenue Furniture in accordance with the timetable contemplated by the Projected Rollout Schedule attached hereto as Appendix 2 (and provided that CONTRACTOR has performed its obligations and submitted all necessary documents to obtain the approval of permits for the installation of Revenue Furniture), CONTRACTOR may adjust the MAF payment (the "MAF Adjustment") for the ensuing year as set forth herein.

To determine the MAF Adjustment for each new year, the total number of properly requested permit applications for new Ad Panels issued, as of December 31 of the concluding year shall be divided by the lesser of i) the total number of properly requested Ad Panel permits; or ii) the total number of new Ad Panels (the "PRS Target Panels") contemplated to have been issued by December 31 of the concluded year as set forth in the Projected Rollout Schedule.<sup>1</sup>

The resulting percentage (which in no event may be greater than 100%) shall be subtracted from 100% and the result shall be multiplied by the amount of MAF for the new year which exceeds \$2.0 million because in no event shall the MAF paid to the CITY be less than \$2.0 million per year. The product of that calculation shall be the "Delayed Permit MAF Adjustment." The Delayed Permit MAF Adjustment shall be deposited into an interest bearing escrow account until April 30 of the new year. If the CITY has approved additional new Ad Panels by April 30 of the new year, CONTRACTOR shall recalculate the Delayed Permit MAF Adjustment as of December 31 of the concluded year taking into account any new Ad Panel permits issued during the 4 month escrow period. The total MAF Adjustment shall be released to the CITY if the CITY has approved 100% of the properly requested new Ad Panel permits, and CONTRACTOR may retain any accrued interest. If the CITY has not approved all properly requested new Ad Panel permits as of December 31 of the concluded year by April 30 of the new year, whatever percentage of properly requested Ad Panel permits remains unissued shall be

<sup>1</sup> In the event the Program Year ends during a Rollout Period, a simple pro rata calculation of the PRS Target Panels amounts shall be made by dividing the number of days elapsed in any unexpired Rollout Period by 90 and multiplying that fraction by the total number of properly requested new Ad Panel permits as of December 31.

multiplied by the escrowed funds and that amount plus all interest shall be released to CONTRACTOR and the balance of escrowed funds shall be remitted to the CITY.

For example, if i) the Projected Rollout Schedule provided for there to be Approved Applications for the installation of 100 new Ad Panels by the end of Year 1 and ii) CONTRACTOR has properly requested 100 new Ad Panel permits, and iii) the CITY has only approved applications for 80 new Ad Panels, the MAF which CONTRACTOR pays shall be determined as follows: The \$2 million minimum MAF, plus 80% of the MAF above \$2.0 million (i.e. \$1.0 million for Year 2). Thus, \$2.8 million shall be paid to the CITY on January 1 by CONTRACTOR. The \$200,000 Delayed Permit MAF Adjustment (20% of \$1.0 million) shall be placed in an interest bearing escrow account for 4 months. On April 30, CONTRACTOR shall then recalculate whether the number of new Ad Panel permits issued as of April 30 equals the number of properly requested Ad Panel permits as of the prior December 31. If the CITY has issued ninety (90) new Ad Panel permits properly requested by the CONTRACTOR, CONTRACTOR shall retain \$100,000 of the MAF Adjustment and all accrued interest and shall release \$100,000 to the CITY. If the CITY has issued 100% of all properly requested Ad Panel permits, CONTRACTOR shall release \$200,000 to the CITY but keep all accrued interest. If the CITY has issued the cumulative number of permits for Ad Panels equal to the number contemplated by the PRS through the Periods for which the pro rata determination would be calculated there shall be no MAF Adjustment required and no funds escrowed.

CONTRACTOR shall be entitled to recalculate the MAF at the beginning of any year of this Agreement when CITY has failed to approve all properly requested permit applications for new Ad Panels set forth in the Proposed Rollout Schedule aggregated through December 31 of any year and the above described procedure shall apply. The MAF shall be adjusted for each year in accordance with the process set forth above and shall be repeated each year until Approved Permit Applications have been approved for all the PRS Target Panels.

(b) Except for the installation of the initial fifteen (15) APTs, CONTRACTOR's obligation to install additional APTs shall be adjusted pro rata (the "Adjusted APT Rollout") for each Rollout Period in proportion to the number of new Ad Panels for which there are Approved Permit Applications. The installation of the initial fifteen (15) APTs shall satisfy CONTRACTOR's APT obligations for Rollout Periods 1, 2 and 3.

The applicable percentage for pro rating shall be determined as follows: the total number of Approved Permit Applications for new Ad Panels issued at the time of the calculation, shall be divided by the lesser of i) the total number of new Ad Panels that were contemplated to be issued as set forth in the Projected Rollout Schedule, or ii) the total number of properly requested new Ad Panel permits. The resulting percentage (which shall never be greater than 100%) shall be multiplied by the number of APTs contemplated to be installed in the PRS through the Rollout Period immediately following the Rollout Period where the calculation is made. The resulting number shall be the Adjusted APT Rollout and the PRS shall be revised accordingly for the subsequent Rollout Period.

For example, if CONTRACTOR properly requested and the Projected Rollout Schedule provided for there to be Approved Permit Applications for 100 new Ad Panels by the end of Rollout Period 3 and there are only Approved Permit Applications for 80 new Ad Panels, then

CONTRACTOR shall only be obligated to install 80% of all the APTs (including the initial fifteen (15) APTs) set forth in the Projected Rollout Schedule for Period 1 through 4. At the end of each subsequent Rollout Period, the same calculations shall be repeated and the resulting percentage for pro rating shall be applied to the total number of APTs to be installed by the CONTRACTOR through the subsequent Rollout Period according to the Projected Rollout Schedule. CONTRACTOR shall then be obligated to install in the subsequent Rollout Period whatever number of APTs are required so that the number of installed APTs equals the percentage of approved new Ad Panels as set forth above. Irrespective of the number of Approved Permit Applications for Ad Panels, CONTRACTOR shall not be obligated to install any APTs in advance of the installation schedule set forth in the Projected Rollout Schedule. If the CITY approves 100% of the new Ad Panels contemplated by this Agreement and that approval occurs after the six (6) years contemplated by the Projected Rollout Schedule, CONTRACTOR shall be obligated to install any remaining uninstalled APTs at the rate of three (3) per month, up to a minimum of 150 APTs. Notwithstanding the foregoing, (i) CONTRACTOR shall not be obligated to install additional APTs after program year six, provided CONTRACTOR waives its right to obtain approval for any additional Ad Panels; and (ii) the CITY may elect to lease APTs as set forth in this Agreement.

24.4 If the CITY and CONTRACTOR dispute the interpretation of this Article, the parties shall submit the dispute to arbitration under the applicable rules of the American Arbitration Association.

24.5 The remedies provided for herein shall not be exclusive and either party shall have such rights to enforce this Agreement as may be provided by the laws of the United States, the State of California, the County of Los Angeles and the City of Los Angeles.

## ARTICLE 25

### **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE**

25.1 Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et.seq., of the Los Angeles Administrative Code, as amended from time to time.

25.1.1 Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

25.1.2 CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontracts within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the

CONTRACTOR with respect to such pledges and fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such federal law.

25.1.3 The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

25.1.4 Any subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of PSC 21 and shall incorporate the provisions of the LWO and the SCWRO.

25.1.5 CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.

25.2 Under the provision of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO.

25.3 Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referenced to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

## ARTICLE 26

### EARNED INCOME TAX CREDIT

This Agreement is subject to the provisions of Section 10.37.4 of Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars

(\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

## ARTICLE 27

### AMERICANS WITH DISABILITIES ACT

The CONTRACTOR shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act which is attached hereto as Appendix 7 and incorporated herein by this reference.

## ARTICLE 28

### EQUAL BENEFITS ORDINANCE

28.1 Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Equal Benefits Ordinance, Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

28.1.1 CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this Agreement, the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Agreement.

(a) The CONTRACTOR agrees to post a copy of Paragraph 28.1.1 hereof in conspicuous places at its place of business available to employees and applicants for employment.

(b) The CONTRACTOR shall permit access to and may be required to provide certified copies of all its records pertaining to employment and to its employment practices to the awarding authority or the City Administrative Officer, for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this Agreement, and on their or either of their request to provide evidence that it has complied or will comply therewith.

(c) The failure of any CONTRACTOR to comply with the Equal Benefits Provisions of this Agreement may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the City Administrative Officer. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the CONTRACTOR.

(d) Upon a finding duly made that the CONTRACTOR has breached the Equal Benefits Provisions of this Agreement, this Agreement may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition

thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

(e) Notwithstanding any other provisions of this Agreement, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

(f) Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

(g) The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section.

(h) All CONTRACTORS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S contract with the CITY.

## ARTICLE 29

### WAIVER

A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## ARTICLE 30

### PERMITS

The procedures for obtaining permits are set forth in Appendix 1.

## ARTICLE 31

### CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other

claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR's rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance act with respect to such labor.

**ARTICLE 32**

**CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division of the Los Angeles Administrative Code, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing the Agreement. In accordance with the provisions of the Ordinance, by signing this Agreement, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Agreement; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s) submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s) comply with the requirements of the Pledge of Compliance, and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed on the day and year first above written.

VIACOM DECAUX, LLC

CITY OF LOS ANGELES

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM, CERTIFIED AS  
TO LEGAL AUTHORITY:  
By: Rockard Delgadillo, City Attorney

By: \_\_\_\_\_  
Name: Christopher M. Westhoff  
Title:  
Dated: \_\_\_\_\_

ATTESTED TO:  
By: J. Michael Carey, City Clerk

By: \_\_\_\_\_  
Deputy

Dated:

DECLARATION OF COMPLIANCE

Service Agreement Worker Retention Ordinance and the Living Wage Ordinance

Los Angeles Administrative Code (LAAC) Sections 10.36 et. seq. and 10.37 et. seq. provide that all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three months, or certain recipients of CITY financial assistance, shall comply with all provisions of the Ordinances.

During the performance of this Agreement, the CONTRACTOR or CITY financial assistance recipient certifies that it shall comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinances. The CONTRACTOR shall provide to the CITY a list of all subcontractors and a list of all employees under the agreement within 10 days after execution. The employees' list shall include the name, position classifications and rate of pay for each employee. An updated list shall be submitted by June 30 and December 31 of each year the contract is in effect and upon termination of the contract. In case of a successor service contract, a successor CONTRACTOR shall retain for 90-day transition employment period, employees who have been employed by the terminated CONTRACTOR or its subcontractor, if any, for the preceding 12 months or longer pursuant to Section 10.36.2.

The CONTRACTOR or CITY financial assistance recipient further agrees:

(a) To pay employees a wage no less than the minimum initial compensation of \$7.25 per hour with health benefits, as described, or otherwise \$8.50 per hour, pursuant to Section 10.37.2(a);

(b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least ten additional days per year of uncompensated time off pursuant to Section 10.37.2(b);

(c) To pay as least \$1.25 per hour per employee toward the provision of health benefits for the employees and the dependents pursuant to Section 10.37.3;

(d) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 10.37.4;

(e) To permit access to work sites for authorized CITY representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the CITY; and,

APPENDIX 1  
TECHNICAL PROVISIONS

**APPENDIX 1**

**AGREEMENT FOR COORDINATED STREET FURNITURE  
BETWEEN  
THE CITY OF LOS ANGELES AND VIACOM DECAUX LLC**

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This Appendix 1 contains the technical contract specifications which are part of the Agreement for Coordinated Street Furniture (the "Agreement") dated \_\_\_\_\_, 2001 between the CITY of Los Angeles Department of Public Works (the "CITY" or "Public Works") and Viacom Decaux LLC ("CONTRACTOR").

All terms shall have the meaning set forth in the Agreement unless such terms are expressly modified or changed herein.

## TECHNICAL SPECIAL PROVISIONS

### 1. SPECIFICATIONS

All work performed under the Agreement shall (i) conform to the latest edition of the Standard Specifications for Public Works Construction and Standard Plan S-610; and (ii) to the extent work is performed in Los Angeles, all work shall be performed by contractors licensed in the State of California.

### 2. STRUCTURAL DESIGN DRAWINGS

#### 2.1 SHOP FABRICATION AND INSPECTION OF STREET FURNITURE STRUCTURES

2.1.1 With respect to Street Furniture which will be assembled at Street Furniture locations, the CONTRACTOR shall furnish to BOSS for review, five (5) copies of each required submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples and similar items. Unless otherwise required, said submittals shall be submitted to BOSS, at a time sufficiently early to allow review by BOSS, with due regard for the possibility of re-submittals, and to accommodate the Projected Rollout Schedule.

2.1.2 Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall maintain, at all times, a complete file of approved Shop Drawings and manufacturers' data for this project.

2.1.3 Unless mutually agreed otherwise by the parties, BOSS will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within thirty (30) calendar days following the receipt from CONTRACTOR; and CONTRACTOR shall make a complete and acceptable submittal to BOSS within thirty (30) days.

2.1.4 All work for which Shop Drawings are required shall be performed in accordance with Section 2-5-3 of the Standard Specifications of Public Works Construction. Fabrication of an item shall not commence before BOSS has

reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN/PROCEED" or "MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY". Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Document and shall not be taken as the basis for claims of extra work.

2.1.5 All Street furniture furnished by the CONTRACTOR shall be subject to inspection. With respect to Street Furniture which is manufactured off site and installed as a whole unit at approved locations (e.g. an APT), CONTRACTOR shall make available for inspection at its headquarters or place of assembly a complete set of design drawings and technical specifications. City, or its designee, shall be entitled at reasonable times and on reasonable notice to inspect the Street Furniture at the place of assembly or manufacture to confirm that the Street Furniture is being assembled and manufactured in accordance with the design drawings, plans and specifications. CONTRACTOR will reimburse CITY a maximum of \$2000 of reasonable travel and lodging expenses associated with the above inspections during the term of this Agreement.

## 2.2 ANNUAL CERTIFICATION

CONTRACTOR shall certify to the City, through a third party engineer, on or about January 1 of each year that the Street Furniture is structurally sound and conforms to applicable federal, state and local construction and safety standards.

## 2.3 ELECTRICAL EQUIPMENT SPECIFICATIONS

2.3.1 All electrical equipment shall be (i) listed by the Underwriters Laboratories (UL); (ii) approved by a testing laboratory recognized by the CITY; (iii) approved by the CITY's Department of Building and Safety Electrical Testing Lab (ETL); or (iv) approved by a California registered electrical engineer acceptable to the CITY. All costs incurred for obtaining these approvals shall be borne by the CONTRACTOR.

- 2.4 To the extent the Agreement requires CONTRACTOR to offer multiple designs, each design must be approved by BOSS.
- 2.5 All designs shall be approved by BOSS for structural adequacy, electrical wiring and appurtenances.
- 2.6 After approvals have been obtained, the designs shall be deemed the Standard Plans and 5 copies shall be submitted to BOSS. Separate plans shall be required for special designs or designs specially adapted for sites not suitable for Standard Plans. The cost of all plans shall be paid by the CONTRACTOR.
- 2.7 After approvals have been granted, CONTRACTOR may not alter or modify the design of the Street Furniture without obtaining approval by BOSS.

3. *LOCATION DESIGN DRAWINGS*

- 3.1 All location drawings shall be signed by a California Registered Civil or Structural Engineer.
- 3.2 The location drawing shall contain a minimum 40 feet to one-inch scale (40 scale) representation of the proposed Street Furniture site covering the area from the property line to the street centerlines at the intersection. Mid-block sites shall be shown with broken line ties. The drawing shall tie the Street Furniture location to the closest curb return and give the distance from the curb or the property line to the Street Furniture. The drawing shall show all sidewalk facilities and necessary dimensions such as: sidewalk width, street lighting electroliers, fire hydrants, storm drain catch basins, street lighting, pull boxes with traffic signals, and trees. A no-scale key map must also be included on the location drawing.

4. *PERMITS AND LICENSES*

- 4.1 Contractor shall obtain one annual, semiannual or quarterly Class "A" permit at a cost of \$300 per structure which shall permit the installation of all Street Furniture in that Program Year or Rollout Period as the case may be. This permit fee will cover all plan checking, concrete work, installation inspection, and any other standard Public Works charges for installation. The permit charge may be adjusted, from time to time, by the Board depending on actual accumulated time charges and overhead for the work performed by CITY employees.
- 4.2 The CONTRACTOR shall maintain at all times during this Agreement a CITY Business License.
- 4.3 CONTRACTOR shall obtain all necessary permits to encroach upon and perform work in the Public Right-of-Way from the Engineering office at the following location:

Public Works Bureau of Engineering  
201 N. Figueroa St. 4th Floor  
Los Angeles, CA 90012  
PH: 213-977-6045

5. *STEPS FOR PERMIT APPROVAL*

CONTRACTOR shall follow the procedures set forth below to obtain the necessary permits to install Street Furniture:

- 5.1 Contractor will submit a list (the "CONTRACTOR's List") of twenty-five (25) or more (unless mutually agreed) proposed sites with a worksheet which includes copies of a written notification to the Councilmember in the district in which Street Furniture will be installed together with certification from the CONTRACTOR that the Councilmember has no unresolved objections to the proposed locations.

- 5.2 Within ten (10) days of receiving the Contractor's List, the CITY shall send Property Owners (as defined in Section 6 herein) a fifteen (15) day notification letter ("Notice Letter"). The CITY shall notify CONTRACTOR within five (5) business days after receipt of an objection from a Property Owner.
- 5.3 If no objection is received, the CITY shall notify CONTRACTOR that it shall begin to review and approve sites in the field and BOSS will forward the approved site to SFTF within five (5) days, subject to the other regulations of the Program.
- 5.4 Within thirty (30) days after the CITY's review has commenced, the CONTRACTOR shall submit preliminary site plans to the CITY for approval by the SFTF.
- 5.5 Within thirty (30) days thereafter, BOSS shall approve the issuance of an installation permit for such approved site.

## 6. *PROPERTY OWNER APPROVAL REQUIREMENTS*

- 6.1 Within fifteen (15) days of BOSS's receipt of a request for approval for a site location, BOSS will send the owner, net lessee or ground floor tenant (a "Property Owner") of property which fronts on the sidewalk directly opposite a proposed Street Furniture location a Notice Letter that a Street Furniture structure is to be installed in front of the subject property. The Property Owner shall have fifteen (15) days from the date on the Bureau of Street Service's letter to file a written response with the Board, if there are objections to the installation of the Street Furniture.
- 6.2 If no written objections are received within the 15-day limit, BOSS will forward the approved site to SFTF within five (5) days for processing in accordance with the regulations of the Program.
- 6.3 When a Property Owner objects to the proposed site, an appeal hearing will be scheduled by the Board hearing officer within 15 calendar days of receipt of this protest. The CONTRACTOR, BOSS and Department of Transportation shall be present at the Board hearing to present arguments and recommendations. The Board shall consider the criteria set forth in the Agreement in making its decision. The decision of the Board hearing officer will be final.

## 7. *STRUCTURE SITE LOCATION, DESIGN AND REQUIREMENTS*

### 7.1 *GENERAL*

7.1.1 The CITY shall have the right to approve locations as provided in the Agreement and Attachments. The CITY shall have the right to require the CONTRACTOR to remove or relocate Street Furniture in accordance with Section 8 below. CONTRACTOR shall propose comparable locations, and CITY shall not unreasonably withhold approvals. The CONTRACTOR may not

relocate or remove Street Furniture without BOSS permission. The CITY may require or CONTRACTOR may request to remove Street Furniture if it cannot be maintained by reason of excess vandalism as more fully set forth in the Agreement, provided that if it is Revenue Furniture, the CITY shall approve a comparable alternate location.

7.1.2 Disagreements arising with respect to proposed site locations or requests to remove or relocate Street Furniture may be appealed to the Board. The decision of the Board will be final.

## 7.2 *TRANSIT SHELTERS*

7.2.1 Transit Shelters located on parkway and sidewalk dedications 11 feet or greater in width shall be placed twenty six inches (26") (measured from the curb face to the nearest Transit Shelter mullion) back from the curb face or no more than twelve inches (12") off the property line. On narrow sidewalks (sidewalks less than 11 feet wide), the Transit Shelter shall be placed on the back of the sidewalk; except in cases of heavy pedestrian traffic where the back of the sidewalk location is not appropriate, then the Transit Shelter roof may be placed twenty three inches (23") from the curb face only after being field checked and approved by BOSS.

7.2.2 Associated Transit Shelter Ad Panels shall be located as near as reasonably feasible to the Transit Shelter taking into account the requirements of applicable disability laws, topography, and site conditions, aesthetics, visibility and the revenue goals of the Program. In no event shall a Transit Shelter Ad Panel be more than two hundred and fifty feet (250') from its Transit Shelter.

7.2.3 No Transit Shelter shall be placed within the forty five foot (45') visibility triangle as specified in Municipal Code Section 62.200, except at controlled intersections, unless approved by the Board.

7.2.4 Minimum set back from the curb is twenty-six inches (26") (measured from the curb face to the nearest Transit Shelter mullion). When a minimum set back from curb is used, the minimum clearance behind the Transit Shelter shall be forty eight inches (48"), unless the BOSS approves a lesser clearance.

7.2.5 For safety reasons Transit Shelters shall generally not be installed on any traffic or median island designated to separate or regulate vehicular traffic. When the installation of a Transit Shelter on this type of island is approved because it is in the best interest of the public, such Transit Shelter shall be installed with a positive barrier protection (such as a guardrail) as more specifically required by BOSS.

7.2.6 On steep streets of over 10% grade, where the Transit Shelter has no rear access the distance from the curb face to Transit Shelter shall be increased as reasonably determined by the BOSS to accommodate wheelchairs.

7.2.7 Minimum clearance from any obstruction (street light, power poles, trees, etc.) shall be forty eight inches (48").

7.2.8 For the purpose of this Agreement the clearance requirement of the Americans with Disabilities Act (ADA) shall mean a minimum entrance clearance of forty eight inches (48") for wheelchair access and modification of the seating area or as otherwise specified by the BOSS's ADA Compliance Officer.

### 7.3 *OTHER STRUCTURES*

7.3.1 Minimum set back from the curb is eighteen inches (18") (measured from the curb face to the nearest Street Furniture mullion). When a minimum set back from the curb is used, the minimum clearance behind the Street Furniture shall be forty eight inches (48"), unless the BOSS approves a lesser clearance.

7.3.2 Minimum clearance from any obstruction (street light, power poles, trees, etc.) shall be forty eight inches (48").

### 7.4 *AUTOMATIC PUBLIC TOILETS (APTs) PLACEMENT GUIDELINES*

7.4.1 APTs must conform to applicable State, federal and local accessibility codes and regulations. A minimum of five feet (5') of pedestrian clearance (free of all obstacles for a clear path of travel) shall be maintained on the sidewalk at all times.

7.4.2 APTs shall be set back a minimum of five feet (5') from edge of crosswalk.

7.4.3 APTs shall be placed not less than:

7.4.3.1 Twenty four inches (24") from the outside edge of the curb. Overhangs of roof line are permitted on all sides provided an overhang may not protrude to within eighteen inches (18") of the edge of the curb except where overhang is more than ten feet (10') above the surface of the sidewalk. At no time may overhang protrude beyond the face of curb.

7.4.3.2 Eight feet (8') from any fire escape and/or fire exit.

7.4.3.3 Five feet (5') from any fire hydrant, driveway, wheelchair ramp, blue zone parking space, curb cut, crosswalk, pedestrian reservoir or corner.

7.4.3.4 Forty inches (40") from any other structure, not otherwise specified herein, including but not limited to street light poles, parking meters, power poles and trees.

7.4.4 APTs shall not be placed on sidewalks which are less than fourteen feet

(14') wide.

7.4.5 APTs shall not be placed over any storm drain or similar structure.

7.4.6 APTs shall not obstruct any traffic sign or traffic signal.

7.4.7 APTs shall not be installed where placement would significantly impede the flow of pedestrian traffic.

## 7.5 *VENDING KIOSKS PLACEMENT GUIDELINES*

CONTRACTOR shall adhere to the guidelines and specifications set forth in the Los Angeles Municipal Code.

## 7.6 *PILLAR AND SMALL PUBLIC AMENITY KIOSKS ("KIOSKS") PLACEMENT GUIDELINES*

7.6.1 All Pillar and Small Public Amenity Kiosks shall conform to all applicable State, federal and local accessibility codes and regulations. A minimum of four feet (4') of pedestrian clearance (free of all obstacles for a clear path of travel) must be maintained on the sidewalk at all times.

7.6.2 Kiosks shall be set back a minimum of five feet (5') from edge of crosswalk.

7.6.3 Kiosks shall be placed not less than:

7.6.3.1 Eighteen inches (18") from the outside edge of the curb. Overhangs of roofline are permitted on all sides provided an overhang may not protrude to within eighteen inches (18") of the edge of the curb except where overhang is more than ten feet (10') above the surface of the sidewalk. At no time may overhangs protrude beyond face of the curb.

7.6.3.2 Eight feet (8') from any fire escape and/or fire exit.

7.6.3.3 Five feet (5') from any fire hydrant, driveway, wheelchair ramp, blue zone parking space, curb cut, crosswalk, pedestrian reservoir or corner.

7.6.3.4 Forty inches (40") from any other structure not otherwise specified herein, including but not limited to street light poles, parking meters, trees, etc.

7.6.4 Kiosks shall not obstruct any traffic sign or traffic signal.

7.6.5 Kiosks shall not be installed where placement would significantly impede the flow of pedestrian traffic.

7.7 *MODULAR NEWSRACKS PLACEMENT GUIDELINES*

CONTRACTOR shall adhere to the guidelines and specifications set forth in the Los Angeles Municipal Code.

8: *RELOCATION OF STREET FURNITURE*

8.1 The CITY may require that CONTRACTOR relocate Street Furniture during the Term of the Agreement due to any of the following and provided the CITY provides alternate comparable locations:

- a. Private development;
- b. Public Works projects;
- c. Public convenience and safety;
- d. Bus route changes;
- e. Bus stop changes; and
- f. Bona fide public policy reasons.

8.2 The CITY does not guarantee any specific Street Furniture site for the Term of the Agreement.

8.2.1 The CITY may require that CONTRACTOR relocate, at its own cost, after a written notice by BOSS the following (the "Annual Relocation Right"):

- a. 1 APT per year;
- b. 30 Transit Shelters per year of which one (1) may be a Rapid Bus Transit Shelter or a LANI Transit Shelter;
- c. 1 Vending Kiosk per year;
- d. 13 Small Public Amenity Kiosks per year; and
- e. 1 Kiosk containing a computer terminal per year.

If relocation is requested by a party other than the CITY, or the CITY has exhausted its Annual Relocation Right, the costs shall be paid for by the requesting party or the CITY, as the case may be, as more fully set forth below:

8.2.2 *Private Development*

The CITY shall provide notice to CONTRACTOR that a private party (i) requests relocation of Street Furniture; and (ii) has agreed to pay such relocation and removal costs ("Relocation Costs"). The CITY shall cooperate with the CONTRACTOR to obtain any required approvals to relocate the Street Furniture, including but not limited to MTA approval if the Street Furniture is a Transit Shelter.

8.2.3 *Other than Private Development.*

The CITY shall provide notice to CONTRACTOR that an entity or the CITY (i)

requests relocation of Street Furniture; and (ii) has agreed to pay such Relocation Csts. The CITY shall cooperate with the CONTRACTOR to obtain any required approvals to relocate the Street Furniture, including but not limited to MTA approval if the Street Furniture is a Transit Shelter. If the requesting entity is the CITY, the CITY may elect to deduct the Relocation Costs, if applicable, from the Fees payable to the CITY at actual cost plus a \$500 administrative fee.

#### 8.2.4 *Bus Route/Stop Changes*

The CITY shall provide notice to CONTRACTOR that the MTA or another transit provider (i) requests relocation of a Transit Shelter or Street Furniture; and (ii) has agreed to pay such Relocation Costs. The CITY shall cooperate with the CONTRACTOR to obtain any required approvals to relocate the Transit Shelter or Street Furniture.

#### 8.2.5 *Other Relocation Requests*

The CITY shall provide notice to CONTRACTOR that an entity (i) requests relocation of Street Furniture; and (ii) has agreed to pay such Relocation Cost. The CITY shall cooperate with the CONTRACTOR to obtain any required approvals to relocate the Street Furniture, including but not limited to MTA approval if the Street Furniture is a Transit Shelter.

### 9. *STRUCTURES DESIGN SPECIFICATIONS*

#### 9.1 *TRANSIT SHELTERS*

All Transit Shelter designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

#### 9.2 *PILLAR PUBLIC AMENITY KIOSKS*

All Pillar Public Amenity Kiosk designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

#### 9.3 *SMALL PUBLIC AMENITY KIOSKS*

All Small Public Amenity Kiosk designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

#### 9.4 *APTs*

All APT designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

#### 9.5 *VENDING KIOSKS*

All Vending Kiosks designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans. See Exhibit A.

9.6 *MODULAR NEWSRACKS*

All Modular Newsrack designs shall be reviewed by BOSS and when approved shall be deemed the Standard Plans.

10. *SITE CONSTRUCTION SPECIFICATIONS*

- 10.1 All concrete finishing shall conform to the Standard Specifications for Public Works Construction, latest edition.
- 10.2 The CONTRACTOR shall have quality control supervisors working at every construction site a minimum of one hour per working day.
- 10.3 Rough concrete finishing shall be removed or ground down. Concrete shall be smoothed to a fine hairbrush type finish.
- 10.4 During the construction of each Street Furniture, the CITY shall have the right to review the CONTRACTOR's work. Any deficiencies on the part of the CONTRACTOR shall be reported to the CONTRACTOR. Corrective action or lack thereof, shall become part of the evaluation and review process, which may be used to evaluate and to recommend authorization to proceed on future construction.

11. *STRUCTURE MATERIALS SPECIFICATIONS*

- 11.1 Structural steel is preferred for all columns and load carrying members.

- 11.1.1 Structural steel shall conform to the Standard Specifications for structural steel for bridges and buildings A.S.T.M. A36.

- 11.1.2 All tube columns shall be a maximum of 3 1/2" x.3 1/2" and conform to A.S.T.M. A-501 or A.S.T.M. A-500 GRADE B and shall have curved edges.

- 11.1.3 All bolts for steel members shall conform to A.S.T.M. A-307. Rivets and other fastening devices may be used to join various parts of the Street Furniture assembly as approved by the BOSS.

- 11.1.4 Fabrication and erection shall comply with the latest American Institute of Steel Construction (A.I.S.C.) Manual.

- 11.1.5 All welding of Structures (foundations excepted) shall be done at the CONTRACTOR's factory or in a shop and be accomplished by the electric shielded arc process.

- 11.1.6 The CITY shall have the right to continuously inspect all field welding

(foundation work only).

## 11.2 *Aluminum*

11.2.1 Anodized aluminum may be used for any columns or load bearing members provided it is of sufficient strength to bear loads.

11.2.2 All tube columns shall be a maximum of 3 1/2" x 3 1/2" and have curved edges.

11.2.3 All aluminum used shall conform to 6063-T6 or better.

11.2.4 Aluminum may be used for the top, roof, fascia, facings and window channels.

## 11.3 *Glass*

11.3.1 All back and side panels shall be at a minimum three-eighths inch (3/8") tempered safety glass or a better material accepted by the BOSS. All Ad Panel windows shall be a minimum thickness of three sixteenths of an inch (3/16") clear tempered safety glass or a better material accepted by the BOSS.

11.3.2 Exposed glass edges shall be polish ground.

11.3.3 A polished ground edge is permitted only when it is less than two inches (2") from a support or protector. All glass more than two inches from a support must be framed.

## 11.4 *Fiberglass*

11.4.1 The use of fiberglass for any structural portion of the Street Furniture including Ad Panel and roof assembly shall be prohibited.

11.4.2 Fiberglass may be used for the receptacle and bench seats.

## 11.5 *Acrylic and Mar Resistant Plastics*

11.5.1 The use of acrylics and mar resistant plastics may be used as an alternative to glass in the Structures wherever excessive vandalism results in excess glass breakage.

## 11.6 *Paint*

11.6.1 All metal surfaces shall be finished at the factory; on-site touch up shall be permitted.

11.6.2 There shall be a minimum of one primer coat and two finish coats or a painting process that provides a paint coating equivalent to or better than this Specification.

11.6.3 The CONTRACTOR shall verify in writing that the paint and technique used is in conformance with the latest edition of Standard Specifications for Public Works Construction and is compatible with the material being painted.

11.6.4 BOSS shall approve (5) colors for use by the CONTRACTOR.

11.7 *Concrete*

11.7.1 All concrete used shall be 520c-2500 per the Standard Specification for Public Works Construction, latest edition.

11.7.2 Calcium Chloride may be added to accelerate setting in the amounts indicated in the Standard Specifications for Public Works Construction, latest edition.

11.7.3 All surfacing installed shall match the existing surrounding surfacing in color and texture, whether it be concrete, tile, terrazzo, or any other special surfacing.

11.8 Dissimilar metals shall be insulated by painting with mastic at all contact points. Fasteners and hardware connecting dissimilar metals shall be stainless steel or cadmium plated.

12. *MAINTENANCE AND OPERATION SPECIFICATIONS*

12.1 *TRANSIT SHELTERS, PUBLIC AMENITY KIOSKS, VENDING KIOSKS*

12.1.1 Maintenance and Operations

The CONTRACTOR shall maintain all Street Furniture and the sidewalk surface immediately under and adjacent (within 5 feet) to the Structures in a safe, clean, attractive and sanitary condition and in good order and repair. The CONTRACTOR shall make routine inspection and maintenance calls on each Street Furniture twice a week. The CONTRACTOR shall make more calls if conditions warrant. At each maintenance call, the CONTRACTOR shall clean, wash, and remove all graffiti, stickers, posters, litter, dust, dirt, weeds and service litter baskets at each Street Furniture. The Street Furniture shall be maintained in a continual good and working condition. In addition, the CONTRACTOR shall furnish to the CITY a monthly on-line and current time summary of its maintenance operations, noting problem areas and corrective action taken. CONTRACTOR shall respond to a request to secure site or to perform maintenance within four (4) hours of notification, but in no event more than twenty-four (24) hours.

12.1.2 Services to Be Furnished by CONTRACTOR

- 12.1.2.1 The CONTRACTOR shall use cleaning methods and procedures that have been demonstrated and approved and are environmentally safe utilizing acceptable industry practices.
- 12.1.2.2 The CONTRACTOR shall be responsible for pruning street trees in accordance with the International Society of Arboriculture (ISA) and the approval of the BOSS standards where necessary to improve visibility of the Street Furniture.
- 12.1.2.3 Maintenance costs at non-revenue Structures not funded by this Program shall either be (i) paid by the requesting party; or (ii) paid by the CITY out of the Street Furniture Revenue Fund. CONTRACTOR shall be offered the first right to perform such maintenance obligations.

12.1.3 *Repair and Replacement*

The CONTRACTOR shall commence necessary repairs within one week any damage or vandalism is found. If the Street Furniture damage or vandalism is of an emergency or hazardous nature, the CONTRACTOR will repair, replace, remove or secure the site within 24 hours of notification.

If the Structures are totally destroyed because of accident, the CONTRACTOR will remove the Structures within 24 hours with respect to Transit Shelters and replace the Street Furniture at no cost to the CITY within 30 days of the removal; all other Structures shall be replaced within 120 days or as soon as reasonably possible.

12.1.4 *Graffiti Removal*

CONTRACTOR will upon notification or upon inspection remove graffiti within 24 hours.

12.1.5 The Street Use Inspection Division will inspect each site not less than four (4) times a year and will serve notice to the CONTRACTOR for required maintenance and/or repairs. There shall be no additional charge to CONTRACTOR for the inspections.

12.2 *AUTOMATIC PUBLIC TOILETS*

12.2.1 *Maintenance and Operation*

CONTRACTOR shall, at its own cost, clean, repair and maintain all APTs so that each APT is operational, well maintained, and supplied with all products and materials required for its efficient and convenient use.

12.2.2 *Hours of Operation*

Each APT shall be operational twenty-four (24) hours every day, unless (i) otherwise agreed to in writing by CONTRACTOR and BOSS; or (ii) damaged or out of service due to vandalism or otherwise.

12.2.3 *Services to be Furnished by CONTRACTOR*

CONTRACTOR, its employees or authorized subcontractors, shall provide the following services in connection with the maintenance and operation of the APTs during the term of this Agreement:

- 12.2.3.1 Continuously maintain in a clean, graffiti-free, safe, and first-class condition, in a manner consistent with all terms and provisions of this Agreement, all APTs;
- 12.2.3.2 Maintain an office in Los Angeles where CONTRACTOR shall maintain the personnel necessary to supervise and care for the APTs as provided herein including full-time technicians qualified and trained to perform all expected APT maintenance;
- 12.2.3.3 Provide a toll-free posted telephone number on each APT for 24-hour reporting of service and maintenance complaints;
- 12.2.3.4 Refurbish, recondition, and if necessary replace any APT that is not functioning in accordance with the standards set forth in this Agreement;
- 12.2.3.5 Inspect and maintain each APT at least twice per day every day; provided, however, that CONTRACTOR shall inspect any site more frequently if conditions at that site so require. During the first two (2) program years, CONTRACTOR shall inspect fifty percent (50%) of all APTs installed a minimum of three (3) times per day. After the first two (2) program years, the CONTRACTOR shall inspect at any time twenty-five percent (25%) of APTs a minimum of three (3) times per day. At the time of every inspection, CONTRACTOR shall, if necessary, clean and wash each APT, inside and/or outside. In addition, CONTRACTOR shall inspect all fixtures at each site and, if needed, shall replace defective fixtures within the time frames provided herein. CONTRACTOR shall remove all graffiti, stickers, unauthorized posters and flyers, litter, dust, dirt and weeds and other rubbish from each APT. CONTRACTOR shall also keep the sidewalk area five (5) feet around the perimeter of each APT odor-, stain- and refuse-free; provided, however, that in no event shall CONTRACTOR be responsible for any repair or replacement of the sidewalk within five (5) feet of the perimeter of an APT that is necessary due to damage

caused by entities other than CONTRACTOR, nor shall CONTRACTOR be obligated to indemnify the BOSS under for CONTRACTOR's failure to keep the sidewalk area within five (5) feet of the perimeter of an APT odor, stain- and refuse-free. Notwithstanding any other provision of this Agreement, CONTRACTOR shall not be required to provide security personnel at the site of the APTs.

#### 12.2.4 *Repair and Replacement*

Upon observing or receiving notification of any damage, vandalism, or graffiti in, on or around any APT, CONTRACTOR shall respond to such notification or secure the site, within four (4) hours, but in no event more than twenty four (24) hours, and shall commence repair or replacement to such APT. If an APT is destroyed, CONTRACTOR shall secure or remove the remains of the APT and shall thereafter use good faith diligent efforts to replace the APT at that site within three (3) months or as soon as reasonably possible and shall provide BOSS with a written report on CONTRACTOR's efforts to replace such APT and CONTRACTOR's expectations as to when such replacement APT shall be installed and operational. In conjunction with such removal, CONTRACTOR shall, at its own expense, restore the affected sidewalk and curb area to a safe, finished condition. If CONTRACTOR does not maintain inspections as scheduled and remedy existing deficiencies within such time periods, BOSS shall be entitled, upon twenty-four (24) hours notice to CONTRACTOR (or such shorter notice as may be necessary in an emergency), to make the repairs and to bill CONTRACTOR for the work performed. Such costs shall be paid directly by CONTRACTOR to BOSS upon submission of an invoice therefor, with reasonable documentation evidencing costs incurred by BOSS. Subject to an extension for force majeure, if any APT is destroyed and has not been replaced within three (3) months and no later than six (6) months or as soon as reasonably possible, then CONTRACTOR shall pay to the BOSS the sum of One Hundred Dollars (\$100.00) per each day thereafter that such APT is not replaced. Subject to an extension for force majeure, if any APT is out of operation for forty-eight hours due to failure of CONTRACTOR to respond to maintenance or repair requests then CONTRACTOR shall pay to the BOSS the sum of One Hundred Dollars (\$100.00) per each day thereafter that such APT remains out of service due to CONTRACTORS failure to respond. For purposes of this Agreement, "force majeure" shall mean delays in CONTRACTOR's performance of its obligations hereunder due to acts of God or of the public enemy, fires, floods, strikes, criminal acts of third parties, freight embargoes and/or unusually severe weather.

#### 12.2.5 *Graffiti Removal*

CONTRACTOR will upon notification or upon inspection remove graffiti within 24 hours.

#### 12.2.6 *Vandalism of APTs*

In the event that CONTRACTOR's aggregate cost of repair and replacement of APTs due to vandalism during any two (2) consecutive years of operation exceeds an average of Five Thousand Dollars (\$5,000) per APT, CONTRACTOR may, by notice to BOSS, request that BOSS negotiate in good faith possible modifications of this Agreement to reduce such cost. Such modifications may include relocation of APTs for which vandalism is a particular problem, change in hours of operation, additional lighting or other security measures, or any other modification which would reduce such costs. In no event shall BOSS be required to agree to any particular modification of this Agreement. Nothing in this Agreement shall be construed to impose on BOSS any responsibility or liability for costs incurred by CONTRACTOR on account of vandalism.

#### 12.2.7 *Reports and Logs*

CONTRACTOR shall prepare and maintain a maintenance log for each APT, and submit copies of each log for the preceding month to BOSS within fifteen (15) days after the end of each month during the first six (6) years of this Agreement; provided, however, that until all APTs have been installed such logs shall be available as often as on a daily basis, as requested by BOSS, provided, however, that on weekends and holidays such documents may be made available to BOSS representatives in CONTRACTOR's office in Los Angeles at a time reasonably agreed upon in advance by the parties. After the first six (6) years of this Agreement, copies of such logs shall be provided upon the request of the BOSS.

12.2.7.1 CONTRACTOR shall also furnish to the BOSS within thirty (30) days after the end of each calendar quarter a narrative summary, by APT, of the maintenance operations during the preceding quarter, noting problem areas, corrective actions taken, and the number and nature of repairs attributable to vandalism. Such quarterly report shall include actual year-to-date cost figures for repairs attributable to vandalism excluding labor to the extent then known by CONTRACTOR.

12.2.7.2 CONTRACTOR shall maintain and make available to the BOSS a written complaint log in a format reasonably acceptable to BOSS. The purpose of this log will be to record complaints and/or incidents that occur with respect to the APTs. In addition to the date, time, location, etc., the log shall include disposition and final resolution of the complaint. Copies of this document shall be submitted to the BOSS upon request.

#### 12.2.8 *Modifications of APTs and Incorporation of Latest Technology*

Without limiting any other obligations of CONTRACTOR set forth in this Agreement, and subject to all the terms and conditions of this Agreement, CONTRACTOR shall effect at its cost such technical improvements or alterations to the APTs as, in the course of its business, it may introduce from time to time to such model, and which may be introduced without modification of the basic design, including the shell and other major components, of the APT. No improvement or alteration shall be made without the written consent of BOSS if such alteration would cause the APT to deviate from the specifications and Standard Plans attached as [Exhibit C], would violate any requirement of this Agreement, or would alter the exterior appearance of the APT. The BOSS will not unreasonably withhold or delay its consent to any improvement or alteration for which its consent is required; provided, however, it shall not be considered unreasonable to withhold approval of any alteration which would materially adversely affect the operation of the APTs. After any such improvement or alteration, this Agreement shall continue as if any improved or altered APT was one of the original APTs supplied under this Agreement.

13. *TRAFFIC SPECIFICATIONS*

- 13.1 No construction shall be performed Monday through Friday during the peak hours from 7:00 a.m. to 9:00 a.m. or from 4:00 p.m. to 6:00 p.m. or at any time during the holiday season at commercial areas.
- 13.2 No maintenance shall be performed Monday through Friday during peak hours from 7:00 a.m. to 9:00 a.m. or from 4:00 p.m. to 6 p.m. on major highways and traffic arteries.
- 13.3 Exception: Minimum maintenance, Street Furniture repair or removal required to eliminate a hazard to either pedestrian or vehicular traffic may be performed during the peak hours.

14. *ADVERTISING SPECIFICATIONS*

- 14.1 No advertising or signs or devices shall be permitted in conjunction with the Street Furniture which display the words "STOP," "DRIVE-IN," "DANGER," or any other word, phrase, symbol or character which may interfere with, mislead or direct vehicular traffic or which is excessively illuminated as determined by the BOSS or the District Transportation Engineer.
- 14.2 Rotating kiosks, scrolling posters and electronic displays are permitted formats for advertising.
- 14.3 The CONTRACTOR shall adhere to the CONTRACTOR's policy regarding advertising content. The CONTRACTOR's existing policy is as follows: See Exhibit B.

15. *CITY AMENITY COMPONENTS/CAC*

15.1 The CITY shall have the right to require that certain Structures be equipped with CITY Amenity Components (as more fully set forth in the Agreement). CITY Amenity Components may include: Public pay phones; Community Maps; Trash and/or recycling receptacles; Computer terminals; CITY Information Panels; Vending machines/equipment; Benches; Emergency Telephones.

15.1.1 *Emergency Communication Devices*

A project of installing emergency telephones at a minimum of 100 Street Furniture locations will be instituted by the CONTRACTOR at the request of the CITY. The BOSS will determine which Structures shall be installed with emergency telephones after consultation with the Los Angeles Police Department and any other interested or affected CITY Department. The location of emergency telephones will be subject to approval of the Board. Communication devices must be ADA compliant. The BOSS has final design approval of emergency telephones.

15.1.2 CITY Amenity Components may include the display of public service messages (no commercial advertisements), containing no more than 20% of a sponsor logo. In addition to the number of CITY Amenity Components CONTRACTOR is required to offer, CONTRACTOR may, at its discretion, make available to the CITY any un-used or un-reserved Ad Panels for CITY public service messages.

15.2 The BOSS may request placement of the CITY Amenity Components on the side of the Street Furniture which is not appropriate for advertising at locations approved by CONTRACTOR.

16. *REGULATIONS FOR STRUCTURES ON STATE HIGHWAY*

16.1 State Highway Encroachment permits shall be required for all Structures constructed on State Highways. The Structures may be grouped for the same highway with all locations on one permit.

17. *DEPARTMENT OF WATER AND POWER SERVICE*

The CONTRACTOR with support from BOSS shall contact the Department of Water and Power for the most economical and technically feasible power and water sources. The Department of Water and Power must approve all source connections. The CITY shall use its best efforts to assist CONTRACTOR in continuing to obtain power on the same basis as under the prior Transit Shelter program.

17.1 *Traffic Signals Service Points*

Access to electrical power may be made at the service point for traffic signals, or

between that service point and the initial fuse, subject to approval and inspection by the Department of Transportation. In no event shall power be obtained from traffic signal circuits or through "traffic signal conduit."

## 17.2 *Private Property Power Connections*

17.2.1 CONTRACTOR shall be responsible for coordination with the Department of Water and Power for segregating billing of electrical usage when connected to private power source.

17.2.2 For each private property power connection, the CONTRACTOR must select a street address for the Street Furniture. It is suggested that the nearest street address be used with the number "1/2" added to it. Street addresses are needed for computer billing.

## 17.3 *Connection to Street Lighting and Circuits*

### 17.3.1 *General*

17.3.1.1 All work shall be constructed in accordance with the Standard Specifications for Public Works Construction, Standard Plan S-610 and the Bureau of Street Lighting "Special Specifications" in effect at the time of construction.

[17.3.1.2 *Billing:* CONTRACTOR shall make all necessary arrangements with the Department of Water and Power for direct billing to the CONTRACTOR for Street Furniture electrical energy.]

17.3.1.3 *Inspection:* All work performed on street lighting circuits shall be inspected by the Bureau of Contract Administration.

17.3.1.4 *License:* All work shall be performed by an electrical contractor licensed in the State of California.

17.3.1.5 *Circuit Clearance:* Safety clearance shall be obtained by CONTRACTOR from the Department of Water and Power, and "Persons at Work" warning signs shall be posted at the service point before construction or maintenance work is performed in close proximity to street lighting circuits or connections are made to an existing circuit.

17.3.1.6 *Plans:* An as-built sketch showing the exact location of the Street Furniture service pull box and connected load shall be submitted to the Bureau of Street Lighting.

17.3.1.7 *Conduit Ends*: All conduit ends shall be securely packed with oakum in accordance with Section 104 of the Bureau of Street Lighting "Special Specification."

17.3.1.8 *Circuit Repairs and Restoration.Costs*: Where it is determined that outages to street lighting circuits resulted from CONTRACTOR connections or CONTRACTOR electrical equipment failure, all costs incurred by Department of Water and Power and/or CITY Forces (including administrative costs and overhead) to repair and/or restore street lighting circuits to operational condition shall be paid by the CONTRACTOR upon submittal of an invoice by the Department of Water and Power and for CITY.

17.3.1.9 CONTRACTOR shall be responsible for the restoration of Street Furniture electrical service, unless such service stoppage is due to the CITY, its agents or its contractors, including:

- a. All repairs and reconnections of Street Furniture service wires to Street lighting circuits.
- b. Replacement of defective materials including series to multiple transformers.

17.3.1.10 *Changes to Street Lighting Circuits*: When future construction or repairs to street lighting circuits require changes to Street Furniture electrical connections, the CONTRACTOR shall be responsible for making all necessary changes associated with Street Furniture electrical services.

17.3.1.11 *Conduit Replacement*: New conduit shall be installed in accordance with the Standard Specification for Public Works Construction.

17.3.1.12 *Bonding and Grounding*: Bonding and grounding shall be in accordance with Section 307-2.7 of the Standard Specifications for Public Works Construction.

17.3.1.13 *Fusing*: In-line fuses of a size appropriate for each Street Furniture shall be installed.

### 17.3.2 *Low-Voltage Circuits*

- 17.3.2.1 All work on street lighting low-voltage circuits shall be performed in accordance with Standard Specifications for Public Works Construction of these provisions.
- 17.3.2.2 *Splices:* All conductor splices shall be made in accordance with Figure 6 (Plan ES-13 State of California, Department of Transportation Standard Plans). Only compression type connectors shall be permitted. Connectors shall be equivalent to Burndy Type YC-C. or Nicropress Copper Sleeve. Splices shall be made only in pull boxes or electrolier bases.
- 17.3.2.3 *Conductors:* Low-voltage conductors shall match the existing conductors in size. Conductors shall be No. 8 AWG solid copper or No. 6 AWG stranded copper. Insulation shall be type THW and rated for 600-volt operation. Wire slack shall be provided in accordance with Section 307-2.6 of the Standard Specifications. Pull box size shall be CITY designated Type 2.

### 17.3.3 *High-Voltage Circuits*

- 17.3.3.1 Where technically and economically feasible, electrical connections will be permitted to high voltage series street lighting circuits.
- 17.3.3.2 All work on street lighting high-voltage circuits shall be performed in accordance with the Standard Specification for Public Works Construction. Work shall be in accordance with Standard Specification for Public Works Construction Section 209-2.4 and 307-7-7 and other applicable sections where existing street lighting conduit containing lead cables is intercepted.
- 17.3.3.3 *Transformers:* Series to multiple transformers shall meet all the requirements set forth in Section 86-6.09A and 86-6.098 of the State of California, Department of Transportation Standard Specifications latest version. Each transformer shall be tested and certified for compliance with the specifications by an independent testing laboratory prior to installation.
- 17.3.3.4 *Pull boxes:* Pull boxes housing series to multiple transformers shall be installed independent of and located a minimum distance of 5 feet from street lighting system pull boxes in accordance with Standard Specifications for Public Works Construction of these provisions. Pull boxes shall conform to Standard Drawing L-201-0 of the Bureau of Street Lighting Special Specifications. Pull box size shall be CITY designated Type 2.

17.3.3.5 *Cables:* High-voltage conductors shall conform to the provisions of Section 209-2.4 of the Standard Specifications. Wire slack shall be provided in accordance with Section 307-2.6 of the Standard Specifications.

17.3.3.6 *Splices:* All conductor splices shall be made in accordance with Standard Specifications for Public Works Construction of these provisions. In addition, a final coat of insulating paint or similar material shall be applied over the PVC tapes. Only compression type connectors shall be permitted. Connectors shall be equivalent to Nicropress Copper Sleeve.

## ATTACHMENT A

### WHAT MAKES A GOOD BUS SHELTER SITE?

WHAT DO YOU LOOK FOR?

06-02-99

#### 1. SIDEWALK DEPTH

- a. Model design type:
  1. Standard "A" — fits 9'6" sidewalk at rear only — Minimum.
  2. Narrow "C" — fits 8'6" sidewalk at rear only — Minimum.
  3. "C-1" (if available) fits 7' sidewalk at rear only — Minimum — Must not block anything.
- b. Front Placement Requires:
  1. Standard "A" 11' sidewalk Minimum, 5'4" x 13'10" Roof-24" back of curb face.
  2. Narrow "C" 11' sidewalk Minimum, 5'4" x 13'10" Roof-24" back of curb face.
  3. "C-1" 11' sidewalk Minimum, 5' x 13'10" Roof-24" back of curb face.

#### 2. ADJACENT PROPERTY ENVIRONMENT

- a. Must not block, windows, doors, and gates or stairs.
- b. Must account for building overhangs and awnings.
- c. "C-1" Advertising Panel must not block anything.
- d. Fire outlets and signage.
- e. Residential property, front & back yards.

#### 3. LATERAL SIDEWALK CONDITION

- a. Driveways - need minimum thirty four feet (34') between and/or ten feet (10') away from.
- b. Driveway site test - will exit viewing be blocked by Street Furniture?
  1. Traffic lane at curb and/or parking lane?
  2. Street Furniture blocking view and/or placement.
    - a. Street Light posts.
    - b. Power poles.
    - c. Signposts.
    - d. Trees. Vent posts.
    - e. Fire hydrants.

- f. Guide wires.
- g. Catch basins.
- h. Newsracks, Benches (moveable).

4. SUBSTRUCTURES I UTILITIES (below surface Street Furniture placement)

- a. Pull boxes.
- b. Meter boxes.
- c. Vaults covers.
- d. Roof drains.
- e, Manhole covers.
- f. Vent grills.

5. ELECTRICAL POWER SOURCE

- a. DWP and/or Utility Company Approval.
- b. Available, at a reasonable cost and/or distance-(OSA decision).
- c. Private Power, Adjacent property approval (contract difficult to get).
- d. If cost is not a problem then you can usually locate.
- e. If not available then you can use Solar Power.
  - 1. 5 hour duration with present design.
  - 2. Design of Street Furniture must be adaptable.
  - 3. Solar Panels must have access to the sun, no high bldgs. or trees blocking sun.

6. 45 DEGREES SITE TEST, VISIBILITY TRIANGLE

- a. Required by present contract but CITY can override, "Controlled Intersection".

7. CONDITION OF SIDEWALK

- a. Pad needed?
- b. Replacement needed?
- c. Existing thickness minimum three inches (3")?
- d. Curb & Gutter existing?

8. ADJACENT PROPERTY APPROVAL, NO PROTESTS

9. BUS STOP SIGN

- a. Minimum five feet (5') from sign post.
- b. Be able to locate Street Furniture in bus zone.

10. CITY SITE SELECTION APPROVAL

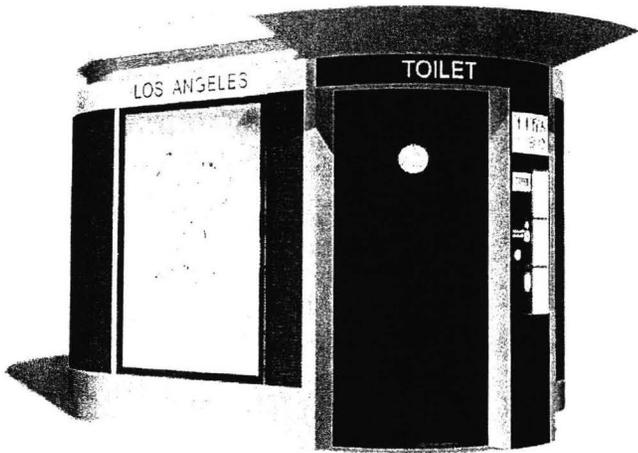
<i>MAXIMUM POINTS</i>	<i>CITY CONSIDERATIONS</i>	
26	<i>POINTS</i>	<i>FACTORS</i>
	5	Senior Citizens/Hospital
	15	Council District Number of Shelters (points awarded on a sliding scale)
	6	Council District Recommendation
25	<i>BUS SERVICE CONSIDERATIONS (Daily Boarding from MTA)</i>	
	<i>POINTS</i>	<i>BOARDINGS</i>
	4	0-50
	5	50-100
	12	100-200
	16	200-300
	20	300-400
25	400-above	
	<i>TRANSIT SHELTER CONTRACTOR'S CONSIDERATIONS</i>	
	<p>NR* = AR - (IC + MC)            NR = Net Annual Advertising Revenue            AR = Gross Annual Advertising Revenue            IC = Installation Cost (annual payment to amortize capital cost)            MC = Maintenance Cost (annual cost)</p> <p>*The value of NR is not expressed in monetary units but rather as a relative value used to determine the profitability of the Street Furniture locations being considered.</p>	

EXHIBIT A  
APPROVED DESIGNS FOR  
STREET FURNITURE

Heritage Collection



Pacific Collection



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## GENERAL INFORMATION

The JCDecaux automatic public toilet is a self-cleaning oval-shaped self-contained structure with three main components:

- A) Exterior
- B) Interior Public Area
- C) Technical Area

## A. SPECIFICATIONS FOR EXTERIOR

The unit is constructed of a concrete shell with decorative exterior panels of painted textured aluminum, an aluminum door, cast iron base and corner panel, glass-covered information panels, and a fiberglass roof.

From the exterior, the public area is accessed by a coin-operated automatic door and the technical area is accessed by a door operated by an infrared device. The location of each unit will be selected to provide easy access for the public and the maintenance crew. A minimum clearance of 3.5' is necessary to open the two doors of the glass information panels and the technical door.

### 1. DIMENSIONS

The overall exterior dimensions of the unit are approximately:

**Height:** 9'10"

**Width:** Base: 7'1"  
Body: 6'10"

**Length:** 12'5"

**Footprint Area:** 77.5 square feet

**Weight:** 22,000 pounds

## **2. INFORMATION PANELS**

The two long sides of the unit each carry a 5.7' x 4' back-lit framed glass panel to display city information posters. The two panels are equipped with 4 fluorescent tubes diffused by translucent plastic. The posters are hung from the top and protected by the locked glass panels. The panels are hinged at the top and open at the bottom for mounting the posters.

## **3. COINER PANEL**

The coiner panel is constructed of painted cast aluminum. It includes a coin slot and coin return, back-lit instructions in different languages (including Braille), the word "TOILET" in raised letters, an LED display indicating "Vacant," "In Use," "Cleaning," "Closed/Open From X:00 To X:00," "Out Of Order," as well as additional information on how to use the public toilet.

## **B. SPECIFICATIONS FOR PUBLIC AREA**

### **1. DIMENSIONS**

The public area has approximately 42 square feet of space.

### **2. ACCESS**

Access to the public area is gained by a door that travels a quarter-circle sector, and is suspended from the ceiling and guided at the bottom. To gain access to the public area, the user inserts 25 cents or a special token into the coin slot, which activates the release of the door. This can occur only when the cleaning cycle is complete and the indicator panel shows "Vacant."

### **3. PUBLIC DOOR**

The public access door is a metal sandwich panel filled inside with rockwool. The exterior panel is made of painted textured aluminum and the interior of stainless steel. The door has a translucent window.

The door is electrically-powered, but it can be opened manually from inside in the event of an electric power failure or at any other time.

In case of emergency, a special key mechanism allows the public door to be opened from the exterior by authorized personnel (JCDecaux technicians, police, fire, or other security personnel).

The public door is approximately 7.3' high, 36" wide, and 2" deep.

**To enter the unit:** The door can be closed manually by the user, either by operating the interior door handle or by pushing a button. The door will not close, however, if the weight detection system in the unit has not registered a weight that is at least equivalent to the approximate weight of 55 lbs. If the user enters the unit but does not activate the door, it will close automatically after 10 seconds. The door will also close automatically after 60 seconds if a user has activated it from the exterior but has not yet entered the unit.

**To exit the unit:** The public area door can be opened from the interior by two methods:

- By operating the interior handle which releases the opening catch, even in case of power failure.
- By operating either of two interior push plates on the wall adjacent to the door which releases the opening catch. One is located at footrest level for wheelchair users or for an ill or injured user lying on the floor, the other at a height of 36".

The door contains a special sensitive feature that enables it to re-open automatically if pressure is applied to the edge. The door will try to close again and will slow its movement at the precise location where it had made contact.

The door opens automatically after 20 minutes and stays open until the user leaves, as determined by the detection system. The office is alerted that the door has remained open for too long.

After the user has exited -- as determined by the unit's detection systems -- the door will automatically close/lock for the unit's cleaning cycle prior to the next use.

#### **4. PUBLIC AREA FLOOR**

The public area floor is made of painted grooved aluminum.

The floor is fitted with an electronic weight detection system to detect the presence of a user in the public area.

The floor has a self-cleaning system which operates after each cycle, and is slightly inclined towards the bowl (at a maximum of 1/4 of an inch per foot) to facilitate drainage of the water during washing. There is a gap of 3 inches between the floor and part of the wall under the sink and toilet bowl to allow water and dirt to be deposited in a specially-designed basin inside the technical area.

The floor can be removed for maintenance by means of a mechanism in the technical area.

## **5. WALLS AND CEILING**

The walls and ceiling are made of polished concrete protected by an anti-graffiti, anti-adhesive paint. The ceiling is fitted with the following features:

- Central light fixture.
- Ventilation exhaust.
- Red light that flashes when a user has been in the unit for 18 minutes, to warn him or her that the door will open in two minutes.

## **6. TOILET BOWL**

The toilet bowl is made of enameled porcelain.

The toilet bowl and seat are automatically washed, disinfected and air-dried after each use. The bowl and seat retract into the wall, where sewage is released into a trap that is directly below the bowl when it is in this upright position. The seat and bowl are washed with high-pressurized water and a cleaning agent. After air drying, the mechanisms pivot back into the public area, and the bowl is refilled with clean water.

The cleaning cycle consumes approximately 1.3 gallons of water, and an additional .4 gallons of water are used to refill the bowl

The bowl is fitted with a weight sensitive device so that it will not retract (or will stop the retracting or cleaning cycle) if more than 6 pounds is detected on the front edge of the bowl.

The bowl retraction movement is inhibited if the bowl has not tilted after 12 seconds.

## **7. BACKREST**

The painted aluminum backrest tilts back into the wall for cleaning, disinfecting, and air drying after each use. This is accomplished during the automatic self-cleaning cycle of the toilet bowl and seat.

## 8. SINK

The recessed sink contains an infrared sensor that detects the user's hands and triggers the automatic washing cycle -- providing soapy water for washing, clear water for rinsing, and warm air for drying.

The water and dryer automatically shut off and cannot be activated after the 20 minute time limit for each user.

## 9. FEATURES

- Two coat hooks mounted at two convenient heights.
- "Accordion feed" toilet paper dispenser stocking over 700 feet of paper.
- Built-in trash bin, capacity 4 gallons.
- Full-length oval mirror, dimensions 63" x 16".
- Audio instructions activated by a push button.
- Written instructions in Braille and multiple languages.
- Five grab bars, three of which exceed accessibility requirements.
- Door handle.
- One "Open/Close" push plate at 36".
- One "Open" push plate at floor level.
- Two 911 push buttons to connect a sick or injured user directly to 911 personnel. The buttons must be activated twice to connect to 911 -- after the first activation an audio message asks the user to confirm that there is an emergency by pushing the button again. One button is located above the large horizontal grab bar on the wall adjacent to the toilet, the other near the floor. The speaker and microphone are built into the unit itself so that the user can communicate hands-free. Instructions on and around the buttons describe how to use them.
- Audio message and warning light that are triggered when a user has remained in the unit for 18 minutes, signaling that the door will open in 2 minutes.

## **10. LIGHTING**

### **10.1. Natural Lighting**

Natural lighting is provided through a translucent window located in the public door.

### **10.2. Artificial Lighting**

Electric lights are mounted in the center of the ceiling.

## **11. VENTILATION**

There are two types of ventilation:

### **11.1. Mechanical Ventilation**

Air is exhausted from the public area through an opening located on the ceiling near the ceiling light. Fresh air is supplied to the public area via the ventilation panel which is located under the sink.

### **11.2. Natural Ventilation**

Natural ventilation is available via an opening at the top of skydome and through free space under the door.

## **12. HEATING**

The heating system is located in the technical area, and is thermostatically controlled. Heat is pumped into the public area through the ventilation panel located under the sink.

## **C. SPECIFICATIONS FOR THE TECHNICAL AREA**

### **1. ACCESS**

An aluminum door on the exterior of the unit gives access to the technical area, including the bowl and cleaning mechanism, the water tank/pump, space heater, programmable controller, electrical cabinet, water filter, and cleaning supplies.

The door is opened by means of an infrared key system used only by authorized personnel.

An aluminum panel surrounding the toilet bowl and backrest can be unlocked from the technical area to gain access to the mechanical cleaning and bowl retraction components from the public area.

### **2. COIN BOX UNIT**

The coin box, and meter are located behind the coiner panel next to the public access door.

They are mechanically locked and unlocked by technicians by means of an infrared system.

### **3. MAIN COMPONENTS OF THE TECHNICAL AREA**

The technical area includes several subassemblies:

#### **3.1. A mechanical assembly performing the following functions:**

- Retraction of the toilet bowl and backrest
- Washing
- Drying

**3.2. A cabinet housing the electronic components and the computer that monitors the unit's performance.** Information about the unit's systems are transmitted to the computer via built-in sensors and devices that monitor all functions of the unit -- such as the drying duct that dries the toilet seat and backrest, the level of water in the trap and the water supply system, and the functioning and timing of all mechanical movements. In the event of the

detection of any faults, the cleaning cycle is inhibited, the unit goes "Out Of Order", and the JCDecaux office is alerted for technical assistance.

Each main piece of electrical equipment -- pumps, heater, motors -- has its own fuse for security, while some smaller electrical components which don't run together are connected on the same fuse.

**3.3. A water system including:**

- 3 gallon tank.
- Centrifugal pump supplying the toilet bowl and floor washing system. This pump provides a constant supply of pressure to the washing mechanics.
- Back flow preventer.
- Internal circuit stopcocks, gatevalves and solenoid valves.

**3.4. A ventilation system providing the following functions:**

- Ventilation for the unit.
- Heating for the unit.
- Hand dryer system.

**4. ROOF**

The roof is constructed of molded fiberglass polyester.

The roof tilts upward to allow access to:

- Door mechanism.
- Water tank for the floor cleaning system.
- Electrical components for the lighting system of the information panels.
- Light fixture for the interior of the unit -- if necessary, this can be removed for access through the ceiling to the public area.
- Emergency access to open the public door.

A small gap all along the roof and the two holes holding the decorative balls on the roof provide ventilation of the roof area.

## **5. SEWAGE**

The trap is located just underneath the toilet bowl when it is in a vertical position. A 5" diameter U-bend connects directly to the sewer. The trap is fitted with a sensor that monitors the water level, in case of a U-bend clog. Just beyond the U-bend there is an air vent that connects to the roof.

## **6. RAINWATER**

The unit is covered by an overhanging waterproof roof. A gutter located above the door and coiner drains rainwater from the roof via a 2" pipe which discharges into the trap.

## **7. DISINFECTION**

The disinfection system includes a dosage pump which mixes a premeasured amount of a cleaning agent with water to wash the toilet bowl, seat, backrest, and hand basin.

## **8. EQUIPMENT PROTECTION**

- **Steel:** SA3 shot blasting and 80 micron metal plating, with a polyester powder paint.
- **Stainless Steel:** no protection necessary.
- **Aluminum:** degreased, cleaned and coated with a polyester powder paint, oven-blasted at 356°F, thickness 100 microns.
- **Concrete:** Interior walls are polished concrete, protected by anti-graffiti and anti-adhesive paint.

## **D. SPECIFICATIONS FOR INSTALLATION OF THE UNIT**

### **1. FOUNDATION**

The foundation consists of a reinforced concrete slab block which allows space for the connections to water, electricity, telephone and sewer systems. Each location must be selected to facilitate these connections.

The unit is bolted to the slab.

Total depth of excavation: approximately 3 feet.

The foundation is designed to be installed on stable ground, with a resistance of 1 bar. Soil resistance analysis may be required.

Concrete slab: 350 kg (771.75 pounds) cement per each meter<sup>3</sup> (1.093 yard<sup>3</sup>) of concrete.

Total weight of the structure: approximately 22,000 lbs.

### **2. SEWAGE**

A 5-inch pipe connects the unit to the sewer.

### **3. WATER SUPPLY**

The minimum internal diameter of the water supply pipe is 1 inch.

### **4. TELEPHONE**

The unit must be connected to local telephone lines for 911 calls and for the transmittal of information from the computer checking the operations of the unit to JCDecaux's local office.

## **5. ELECTRICITY**

Electric power required is:

. 7 KVA three phases 120/208V. 60HZ (3 phases, 4 wires multiwire branch circuit with neutral grounded)

or:

. 7 KVA single phase 120V/ . 60HZ (1 phase, 2 wires multiwire branch circuit with neutral grounded)

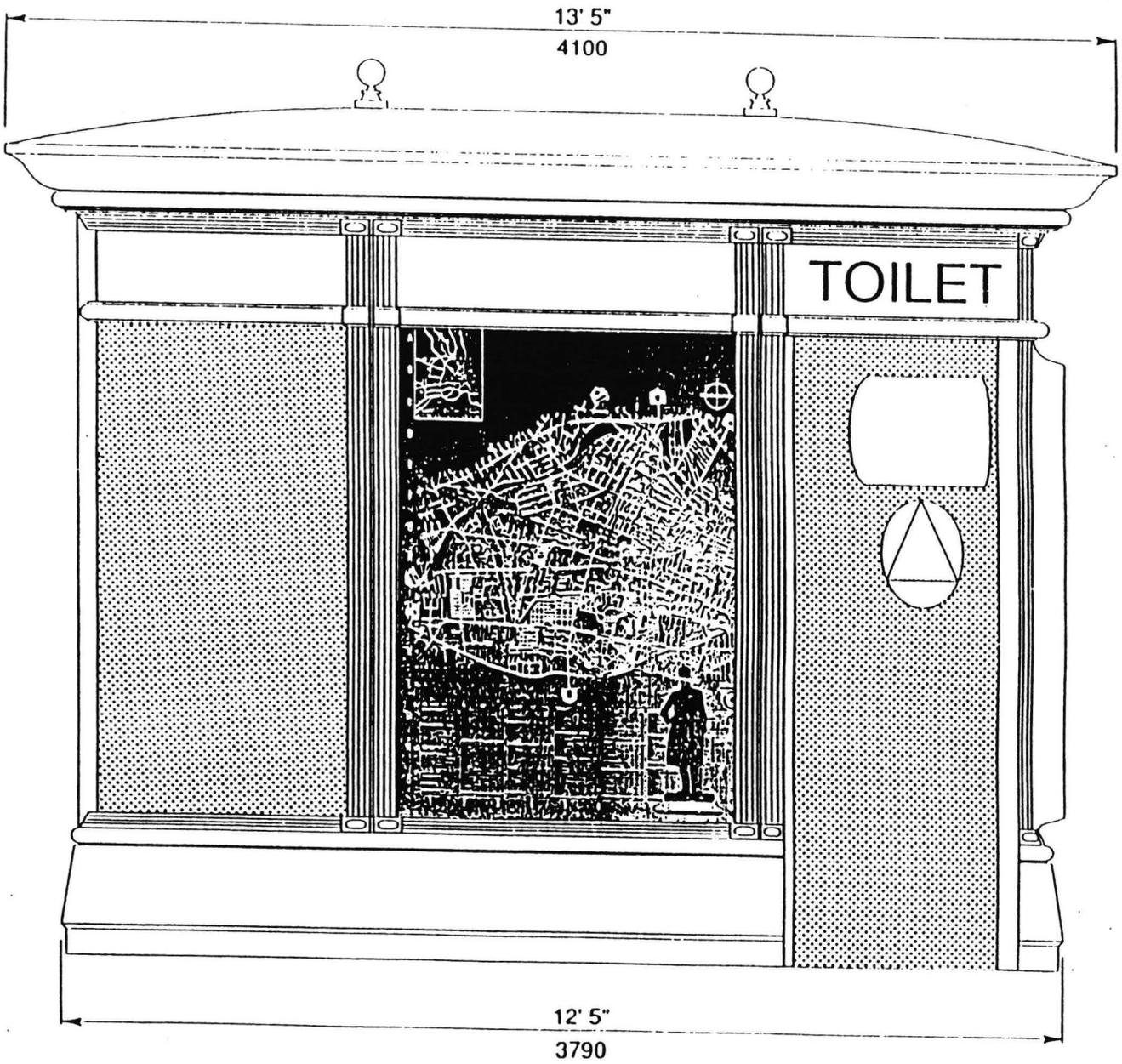
or:

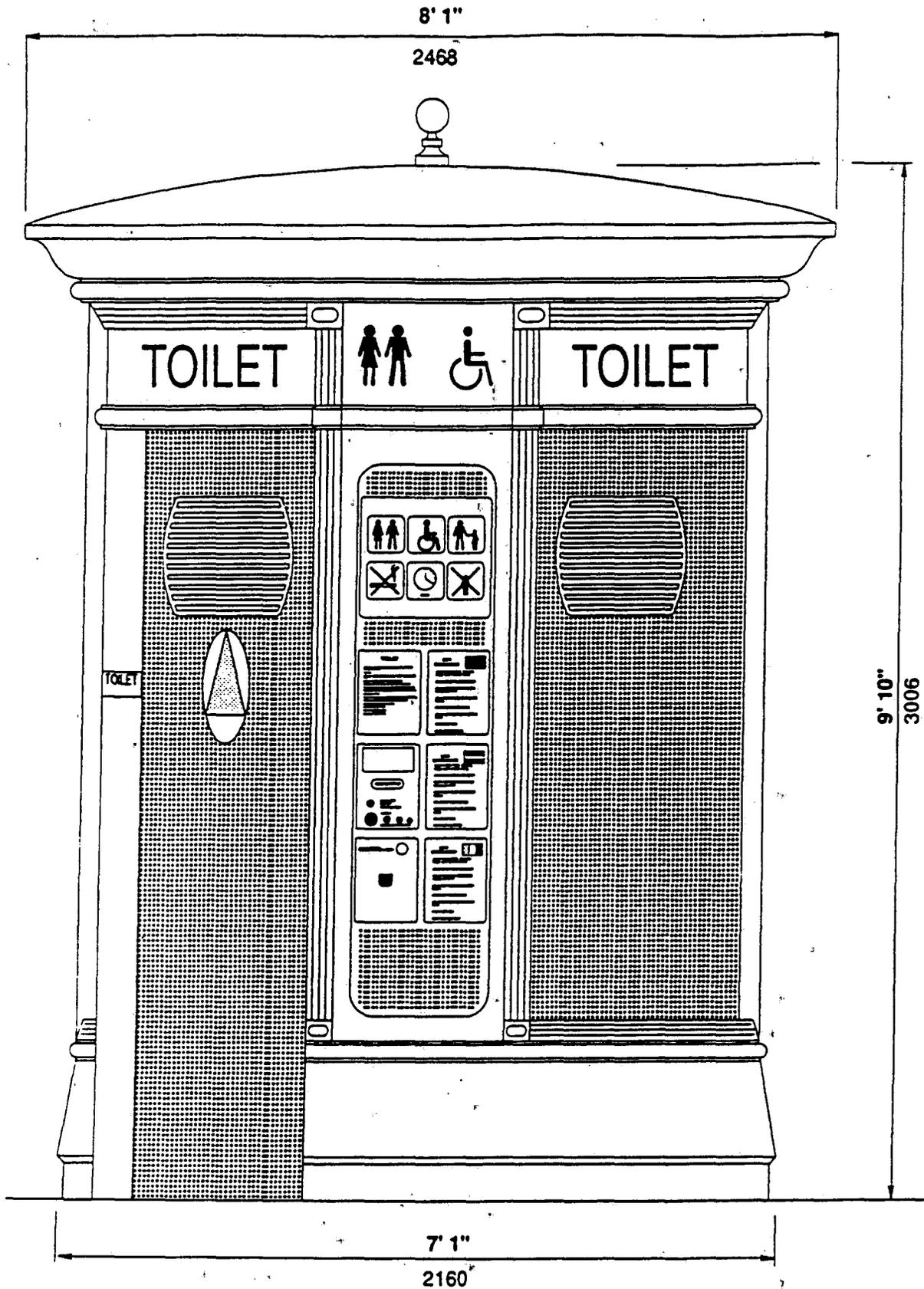
. 7 KVA single phase 120V/240V . 60HZ (1 phase, 3 wires multiwire branch circuit with neutral grounded)

There is a separate cabinet, accessible from the exterior, that contains the electric meter and a general fuse disconnect switch.

A ground mat will be placed below the foundation.

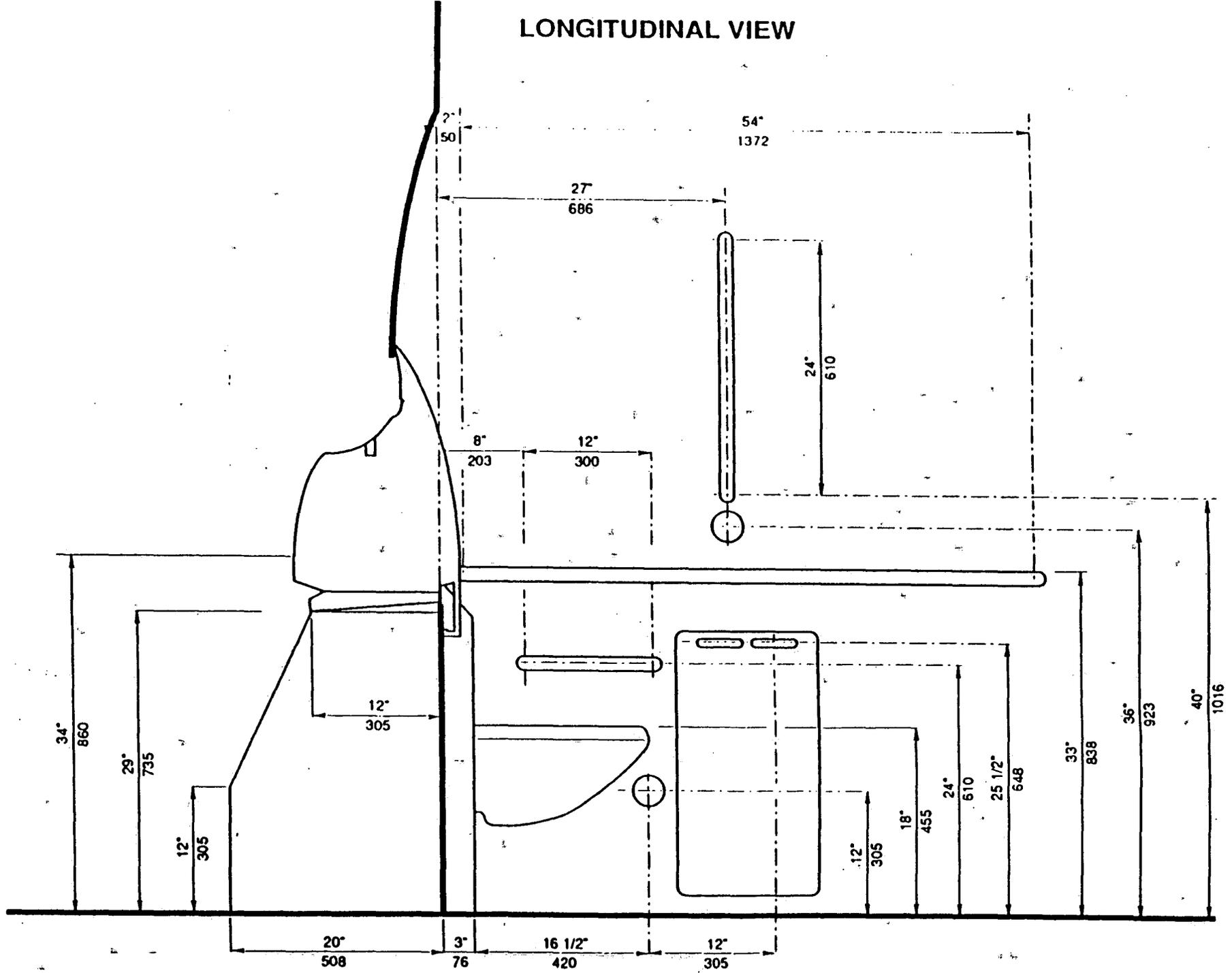
The user is never in contact with the electrical circuit inside the unit. The push buttons requiring power are on low voltage 24V.

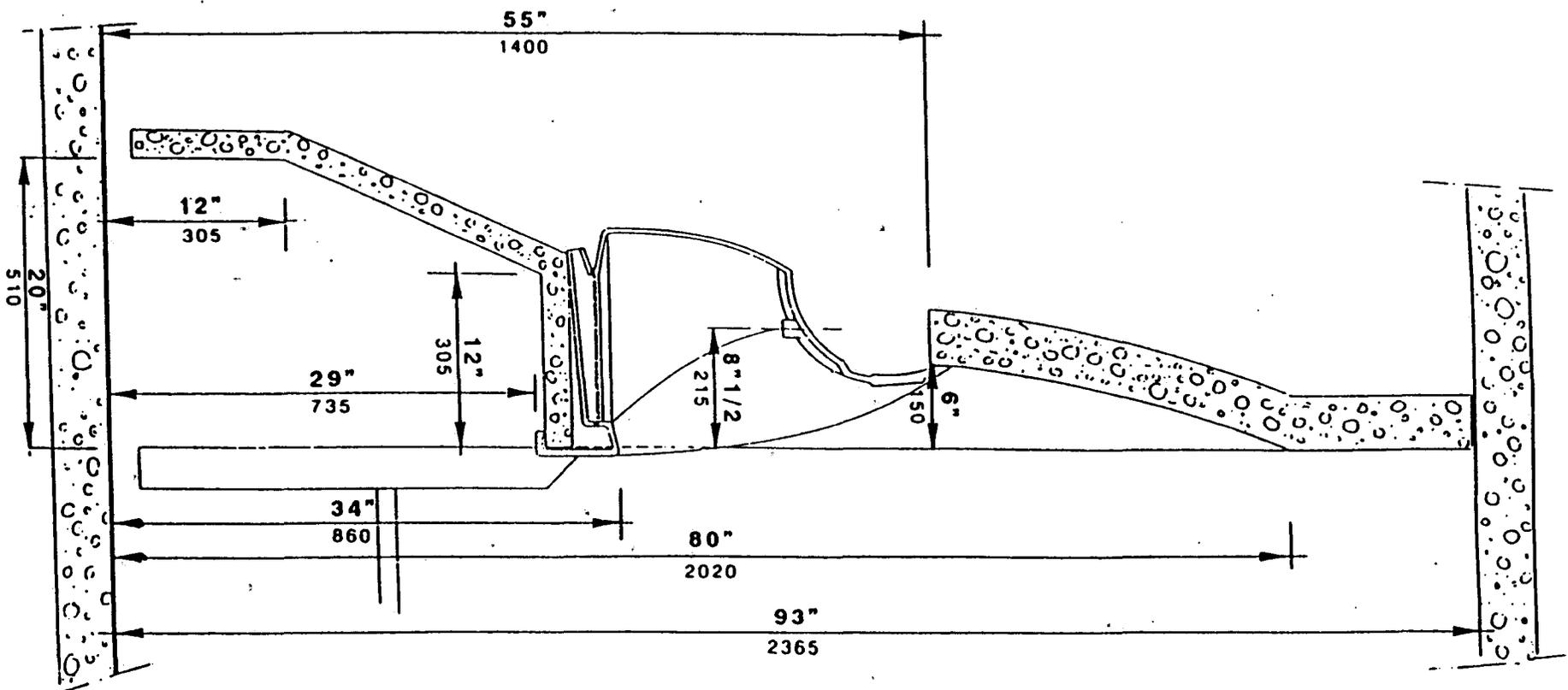




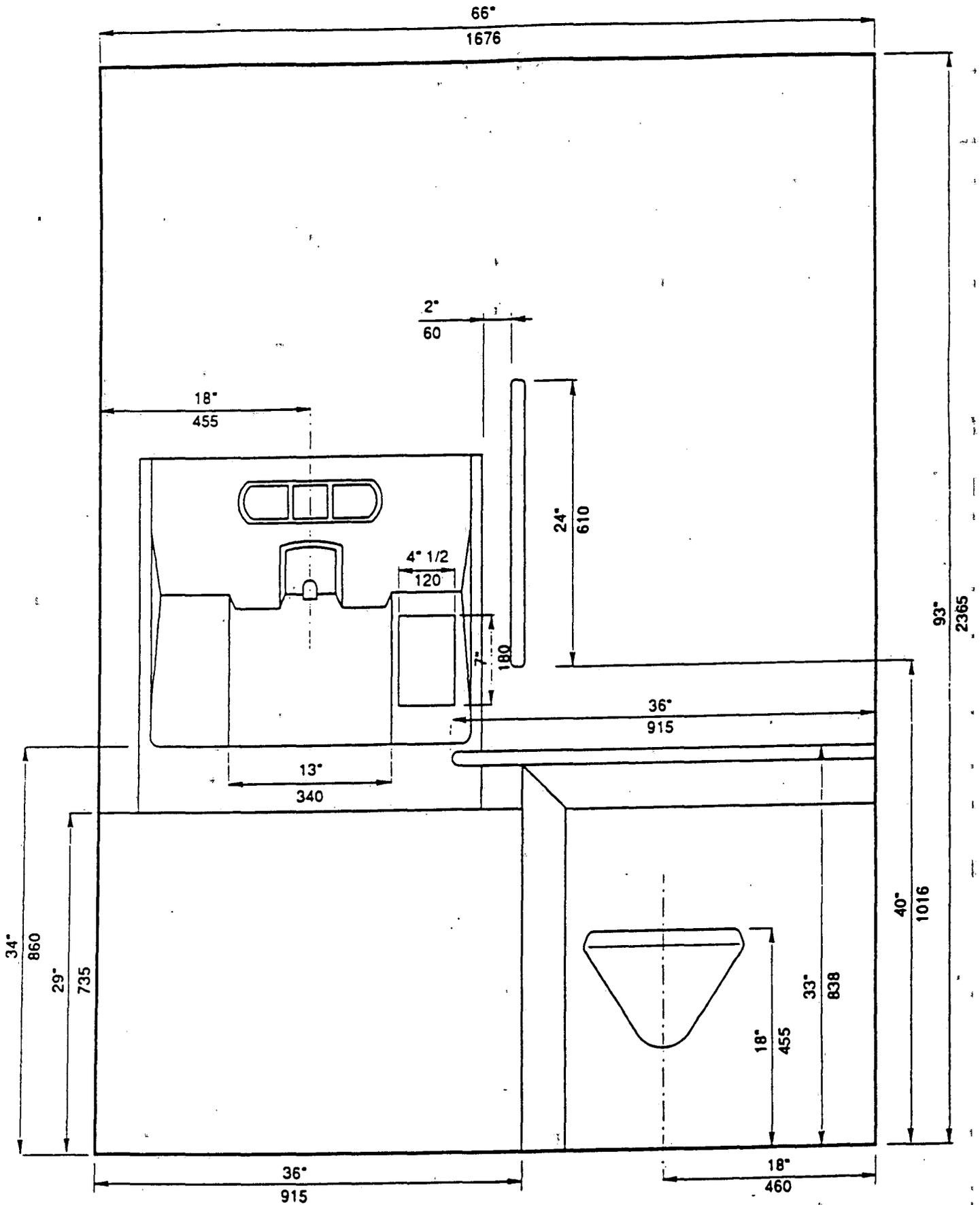


# LONGITUDINAL VIEW

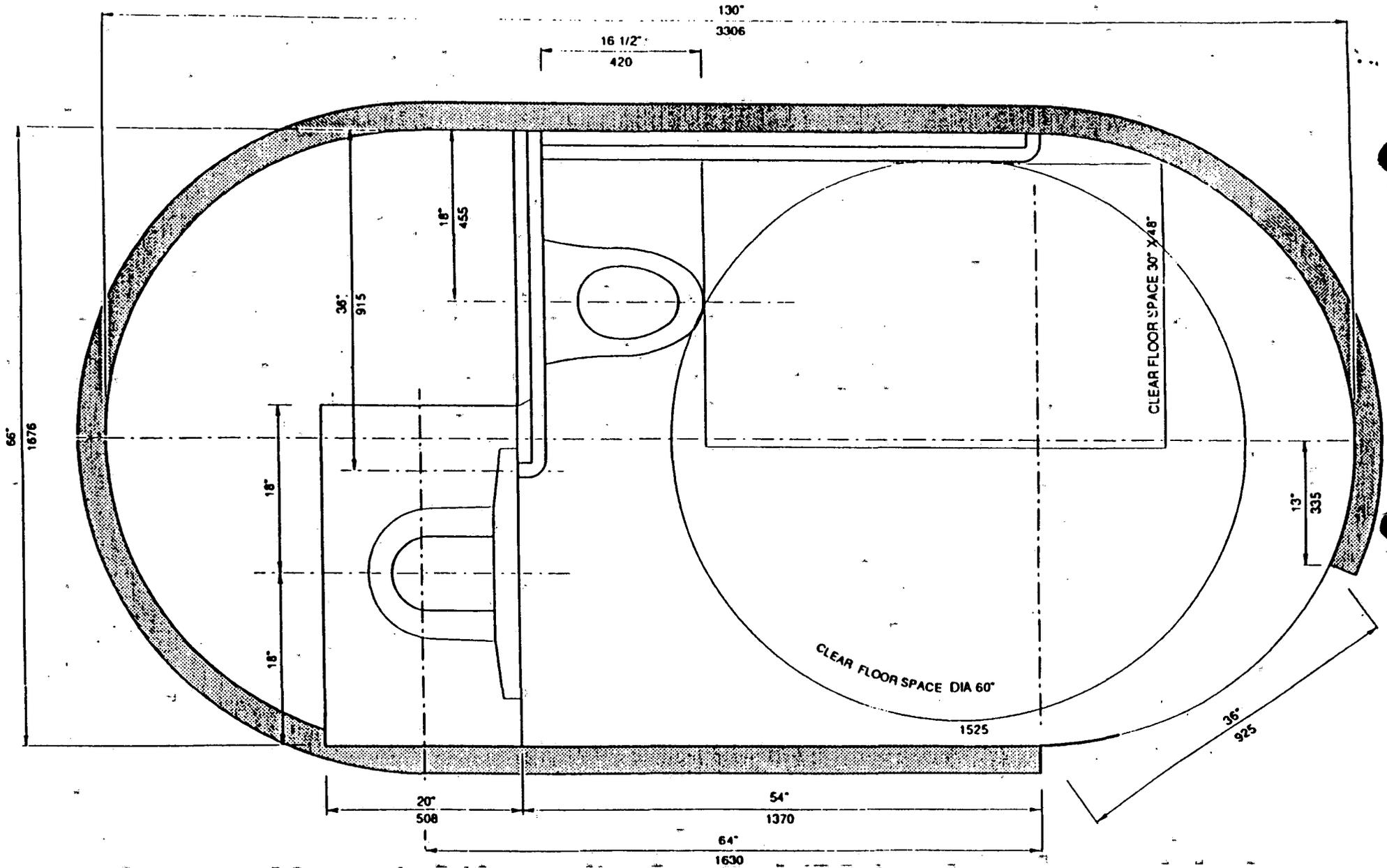


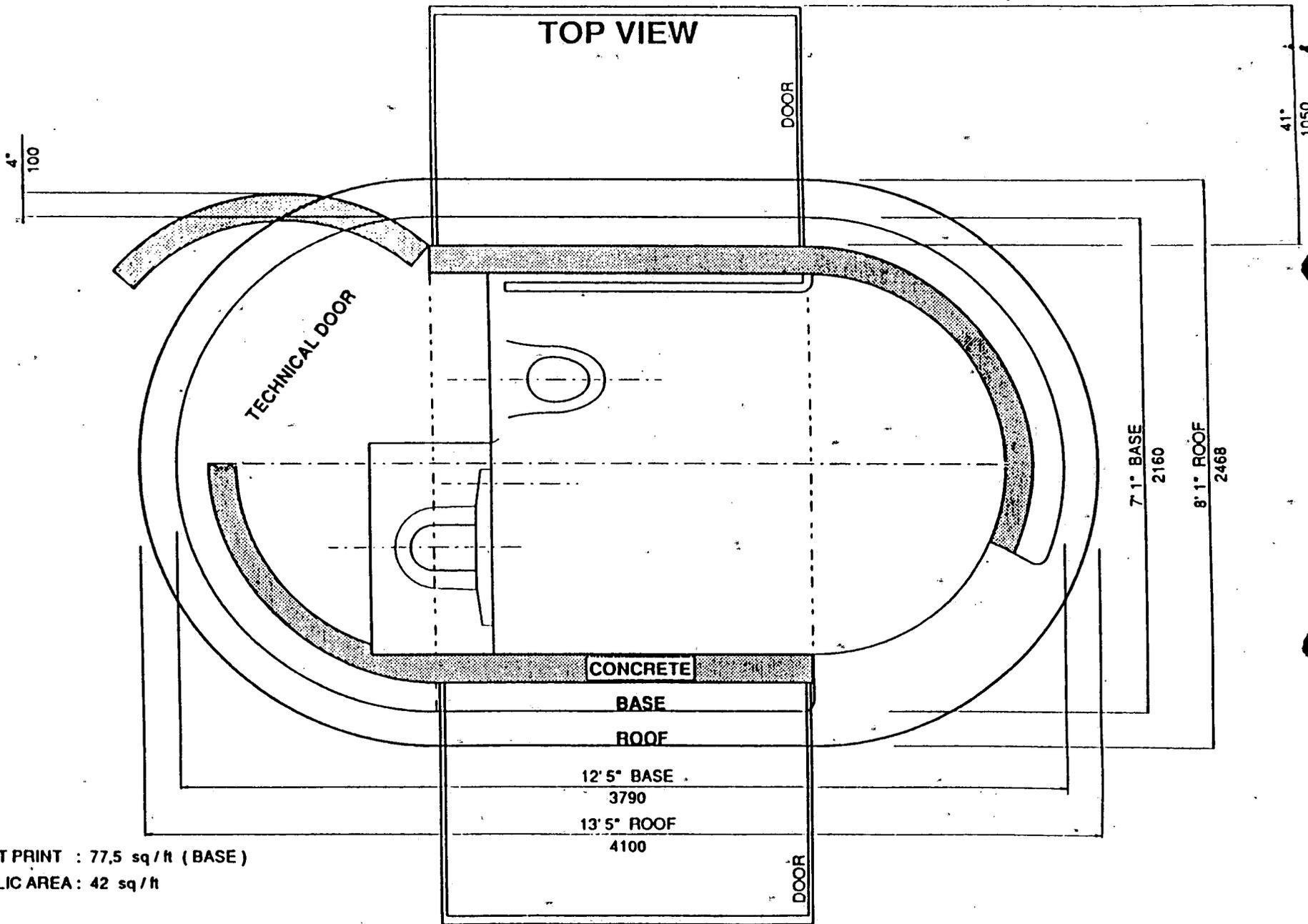


# FRONT VIEW



# FLOOR VIEW





FOOT PRINT : 77,5 sq / ft ( BASE )

PUBLIC AREA : 42 sq / ft

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## **1. GENERAL INFORMATION – LARGE VENDING KIOSK**

The vending kiosks are operated by a third party vendor, not Viacom Decaux. Newspapers, magazines and goods are displayed inside the structure, where, in the larger model, the vendor sits as well. The inside of the kiosk offers amenities such as lighting, shelving space, and was ergonomically designed. The front can be closed for off-hours with a secured metal door. The larger Newsstand, dimensions below, has up to 3 faces for displaying commercial advertising.

## **2. TECHNICAL DESCRIPTION**

### **2.1. FOUNDATION**

The foundations are made of concrete with a minimum strength of 12600 Lbs/in<sup>3</sup>, including anchor bolts and earth mat, and are constructed on site.

The foundations are cast in situ and are adaptable to accommodate local underground obstructions.

### **2.2. NEWSTAND FEATURES**

The front face of the Newsstand has a door that is operated by the vendor. Display racks and shelving line the interior of the unit.

Internal lighting is available at the discretion of the vendor.

### **2.3. ROOF**

An awning extends off the Newsstand roof to protect the vendor and the goods from the elements.

### **2.3. ELECTRICITY**

**Lighting:** There are 90-watt fluorescent tubes for posters, plus additional lighting for the interior of the Newsstand.

**Electrical box:** has circuit breakers and power points.

### **2.4. MATERIALS**

**Steel:** 80-micron zinc plating, electroplating of all water drainage areas.

**Aluminium:** Degreased, cleaned and coated with polyester powder paint, oven baked at 350°F, thickness 100 microns, anodization of exposed aluminium parts.

**Paint coating:** Polyester powder paint, oven blasted at 350°F, 100 microns thick or epoxy or polyurethane liquid paint with hardener.

### **2.5. DIMENSIONS**

All dimensions are approximate:

Width: 6'

Height: 9'

Length: 10'

Awning width: 3'

Poster dimension: Height: 5.75'

Width: 3.9'

Viacom-Decaux

Newsstand  
Cox Collection

Architectural Drawings

Response to  
Request for Proposal for  
Coordinated Street Furniture Program  
City of Los Angeles  
Victor M. Oseguera, Contractor Administrator  
Board of Public Works  
433 S. Spring Street, 8th Floor  
Los Angeles, CA 90013

Submitted by  
Viacom-Decaux, LLC  
1731 Workmen Street  
Los Angeles, CA 90021  
Tel 212 614 0000 Fax 212 614 8125  
May 4, 2001

Drawing Title

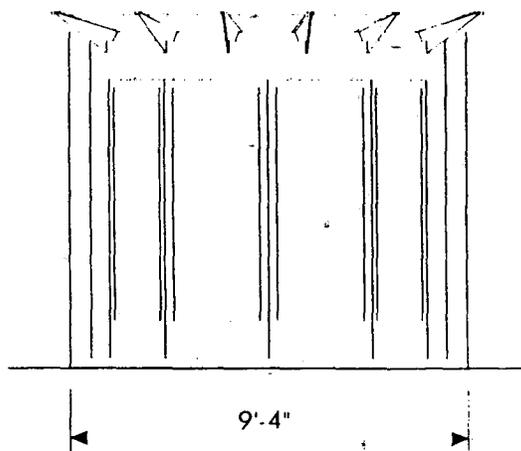
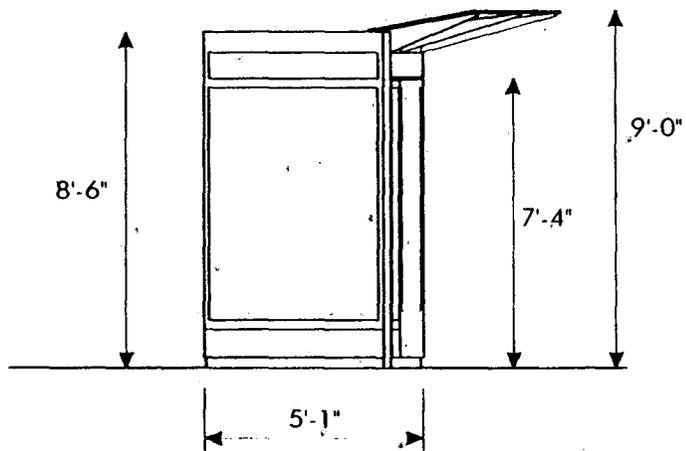
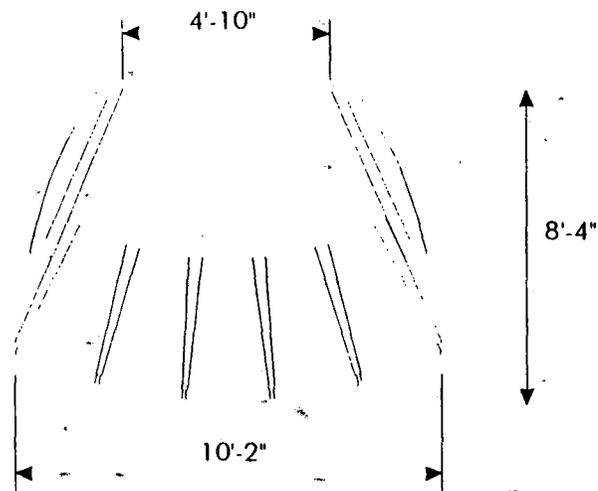
Plans, Elevations & Sections

Number

COX 6051 0001

Scale

1/10



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## **1. GENERAL INFORMATION – NARROW VENDING KIOSK**

The Narrow Vending Kiosk was designed to fit on narrow sidewalks. The vending area is operated by a third-party vendor, not Viacom Decaux. The interior is equipped with shelves and is internally illuminated. The exterior has one face for commercial advertising.

## **2. TECHNICAL DESCRIPTION**

### **2.1. FOUNDATION**

The foundations are made of concrete with a minimum strength of 12600 Lbs/in<sup>3</sup>, including anchor bolts and earth mat, and are constructed on site.

The foundations are cast in situ and are adaptable to accommodate local underground obstructions.

### **2.2. NARROW NEWSSTAND FEATURES**

The front side of the Newsstand has two door panels that are hinged at the sides to open out from the center. These doors are fitted inside with display racks. Additional display racks line the interior walls of the unit.

Internal lighting is available at the discretion of the vendor.

### **2.3. ROOF**

There is a 3' long awning extending off the Newsstand roof, designed to protect the vendor and the goods from the elements.

### **2.3. ELECTRICITY**

**Lighting:** fluorescent tubes of 90 watts for posters, plus additional lighting for the interior of the newsstand.

**Electrical box:** with circuit breakers and power points.

## 2.4. MATERIALS

**Steel:** 80-micron zinc plating, electroplating of all water drainage areas.

**Aluminium:** Degreased, cleaned and coated with polyester powder paint, oven baked at 350°F, thickness 100 microns, anodization of exposed aluminium parts.

**Paint coating:** Polyester powder paint, oven blasted at 350°F, 100 microns thick or epoxy or polyurethane liquid paint with hardener.

## 2.5. DIMENSIONS

All dimensions are approximate:

Width:	3'
Height:	8.5'
Length doors closed:	6.5'
Length doors open:	13'
Awning width:	3'

Viacom Decaux

Narrow Newsstand  
Gwathmey Siegel  
Pacific Collection  
Architectural Drawings

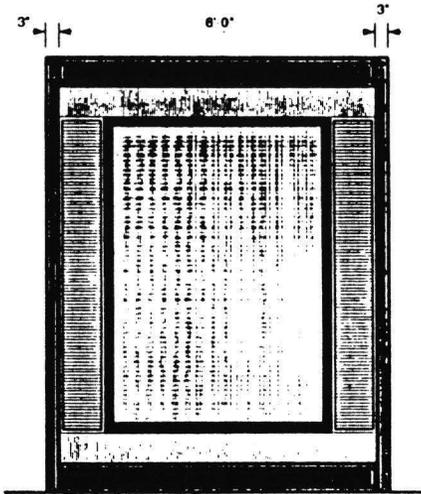
Response to  
Request for Proposal for  
Coordinated Street Furniture Program  
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Victor M. Design Contractor Administrator  
Board of Public Works  
433 S. Spring Street, 6th Floor  
Los Angeles, CA 90013

Submitted by  
Viacom Decaux, LLC  
1731 Workman Street  
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Tel 323 276 7201 Fax 323 227 1293  
Tel 212 614 0990 Fax 212 614 8126  
May 4, 2001

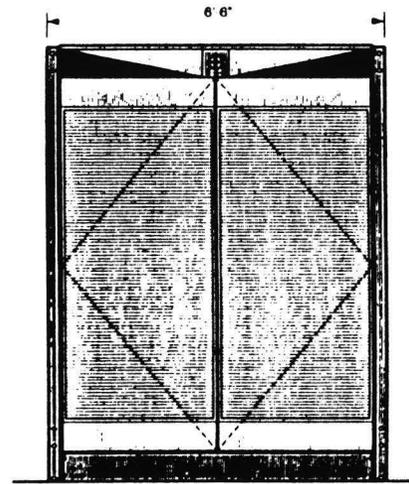
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Plans, Elevations & Sections

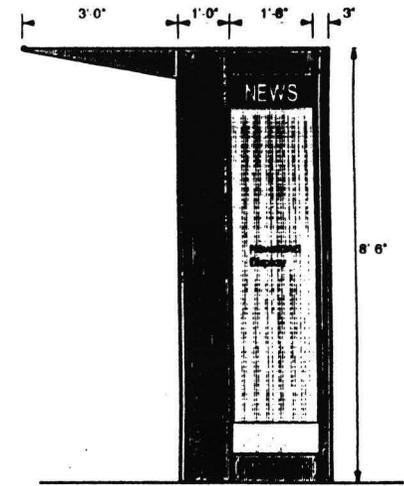
Number  
GSA 6051 0002 1/2" = 1' - 0"



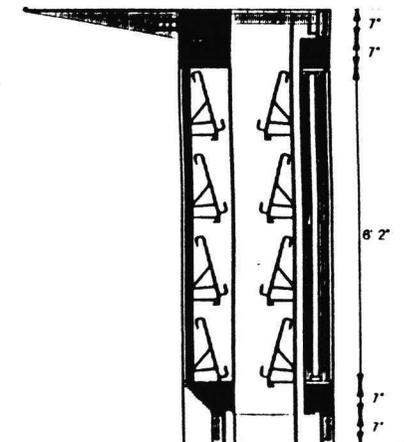
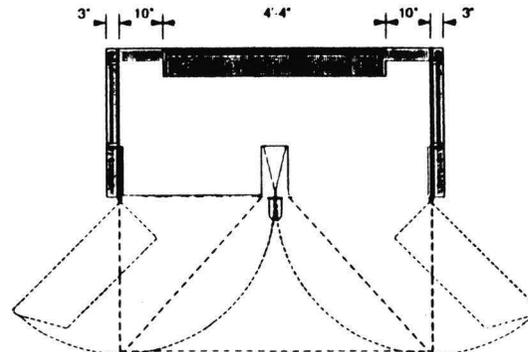
Side Elevation



Front Elevation



Side Elevation



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## **1. GENERAL INFORMATION**

The "Pillar" style Vending Kiosk is an internally-lit columnar structure with two faces for commercial advertising, and a third face giving access to an area operated by a vendor.

## **2. TECHNICAL DESCRIPTION**

### **2.1. FOUNDATION**

The foundation is a concrete anchor block with electric duct, J-bolts, and earth rod.

On a temporary basis the kiosk may be bolted to a steel base plate on the sidewalk.

### **2.2. BASE**

The decorated cast iron base is protected by a coat of paint.

### **2.3. NEWSSTAND FEATURES**

The face of the kiosk that incorporates the newsstand has two fiberglass polyester door panels that are hinged at the sides to open out from the center. These doors are fitted on the inside with newspaper display racks.

The newsstand is designed so that it is fully accessible to disabled vendors and patrons, with a clear floor space area of 48" x 30".

A 33" high, 20" deep counter forms the frontage of the newsstand. This counter is divided into two sections and pivots open from the middle to allow the vendor to enter and exit the newsstand.

For extra storage, the front of the counter has four tilting display racks. Additional display racks line the interior walls of the unit. There are two drawers under the counter for the vendor's use.

The ceiling is composed of colored fiberglass. Internal lighting is available at the discretion of the vendor, and there is extra interior electrical outlet.

Some newsstands can also be equipped with a rolling door located in the roof instead of the two swinging doors. In this configuration the doors and counter do not protrude on the exterior.

#### **2.4. BODY OF KIOSK**

The body of the kiosk consists of:

- An interior steel frame structure composed of three main posts supporting the 4.7' diameter shaft, the roof, two exterior door panels, and the door frame of the newsstand.
- Each door panel is composed of two translucent thermal-formed panels that are positioned one above the other -- they support the posters and diffuse the light.
- The door panel frames are made of decorative aluminum and of a Plexiglas cover that protects each of the two panels. The door panels are hinged at the top to open out from the bottom.

The panels are back-lit.

#### **2.5. ROOF**

The roof of the kiosk is composed of molded fiberglass polyester,

There is also a special awning above the doors of the newsstand designed to protect the vendor and goods from rain. This is constructed of aluminum bars supporting reinforced glass.

---

## 2.6. *ELECTRICITY*

- **Lighting:** fluorescent tubes of 90 watts for posters, and additional lighting for the interior of the newsstand
- **Electrical box** with circuit-breaking switch and power points. The meter box must be located outside the kiosk, or the consumption can be calculated on a lump sum basis.

## 2.7. *COLORS*

Different choice of colors are available.

## 2.8. *PROTECTION OF MATERIALS*

- **Steel:** SA3 shot blasting, 80-micron metal plating.
- **Aluminum:** degreased, cleaned and coated with a polyester powder paint, oven-blasted at 356°F, thickness 100 microns.

## **2.9. DIMENSIONS**

All dimensions are approximate:

**Height to roof: 17.6'**

**Height to band below roof: 12.8'**

**Height to awning: 8.7'**

**Diameter of body: 4.7'**

**Diameter of base: 5.5'**

**Diameter of roof: 6.6'**

**Width of open doors: 6.3'**

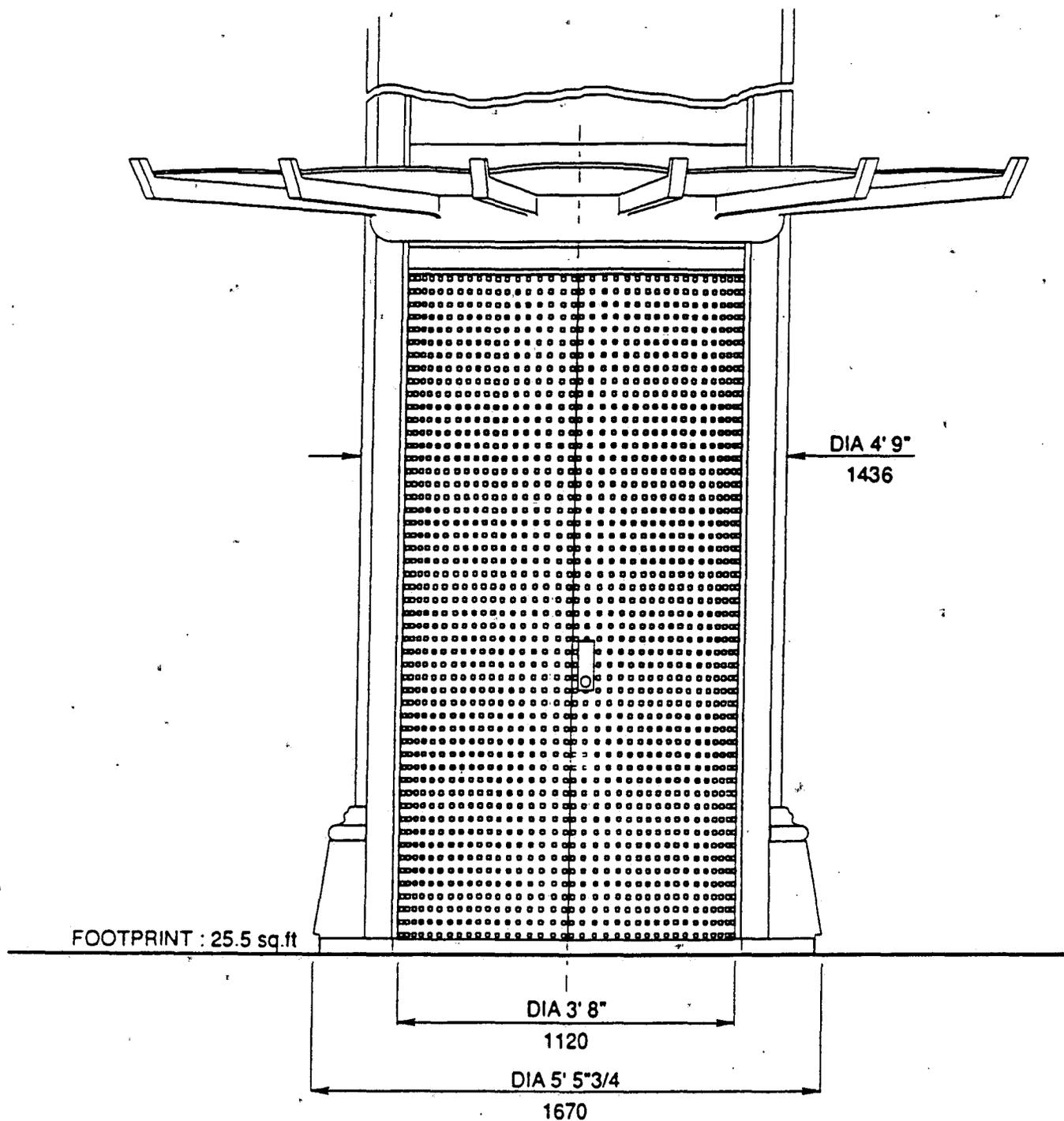
**Width of awning: 10'**

**Poster dimension: Height: 11.5'**  
**Width: 4.4'**

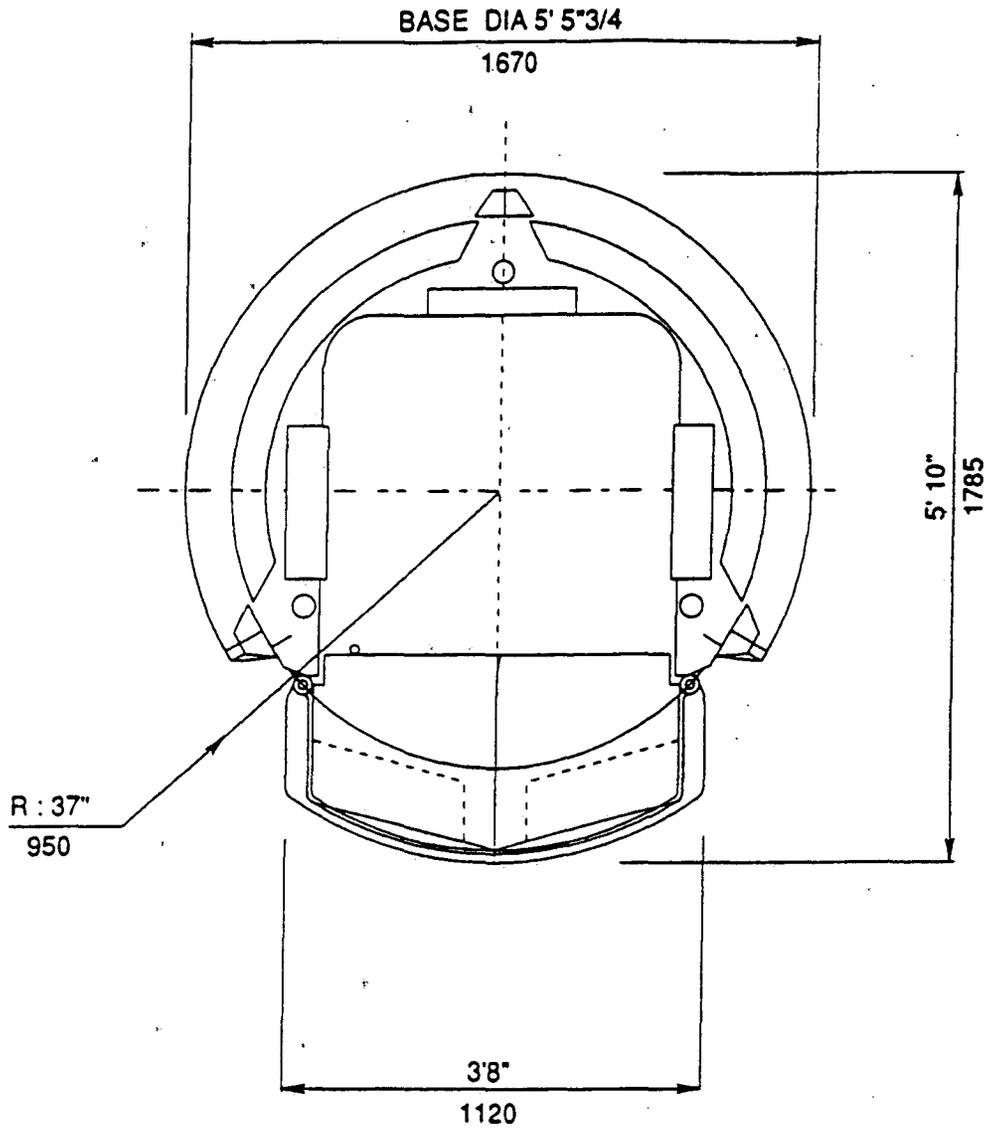
**Visible viewing area of poster: Height: 11.3'**  
**Width: 4.3'**

**Footprint: approximately 25 square feet**

**Weight: 3300 pounds**

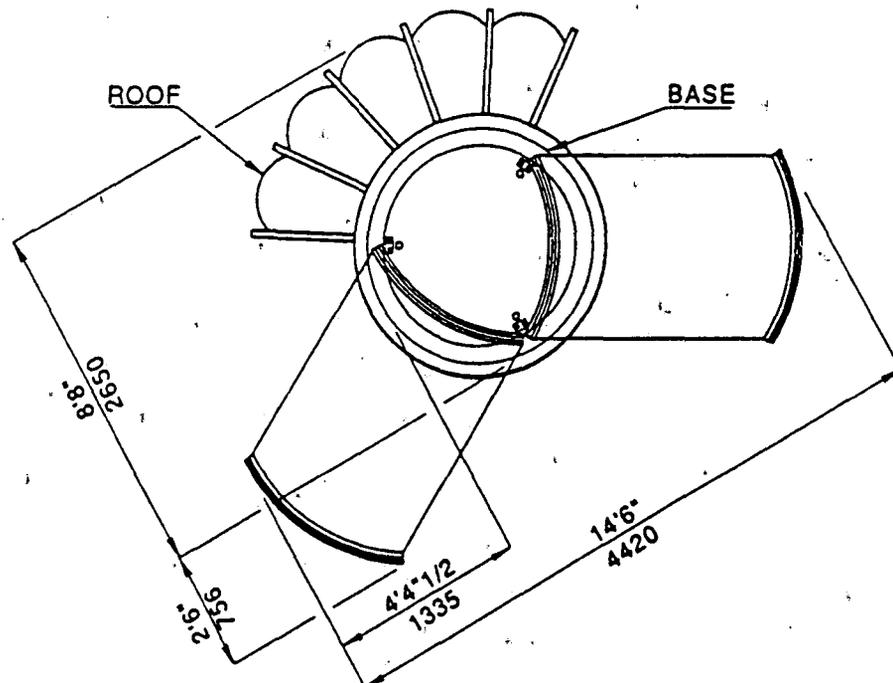
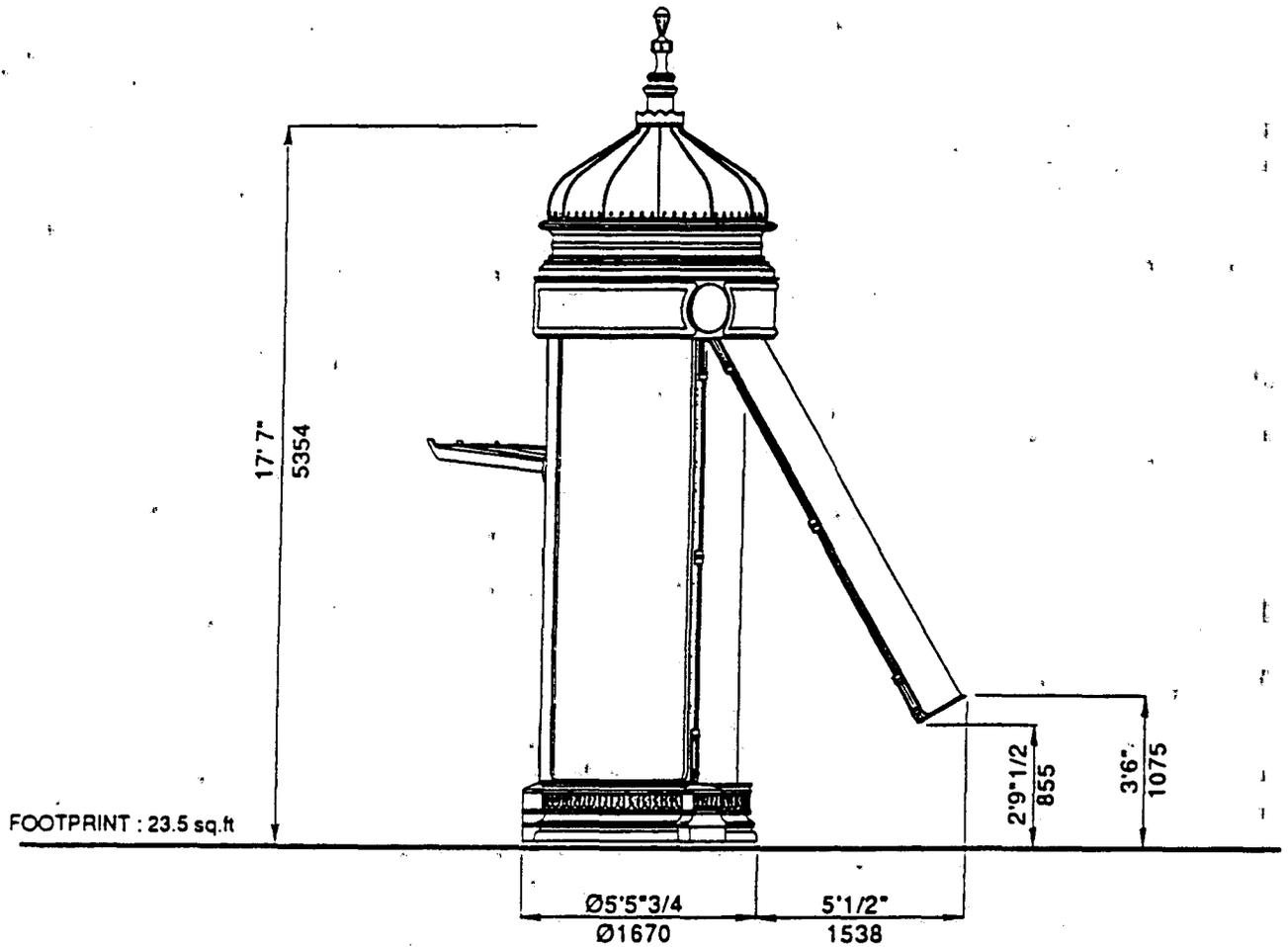


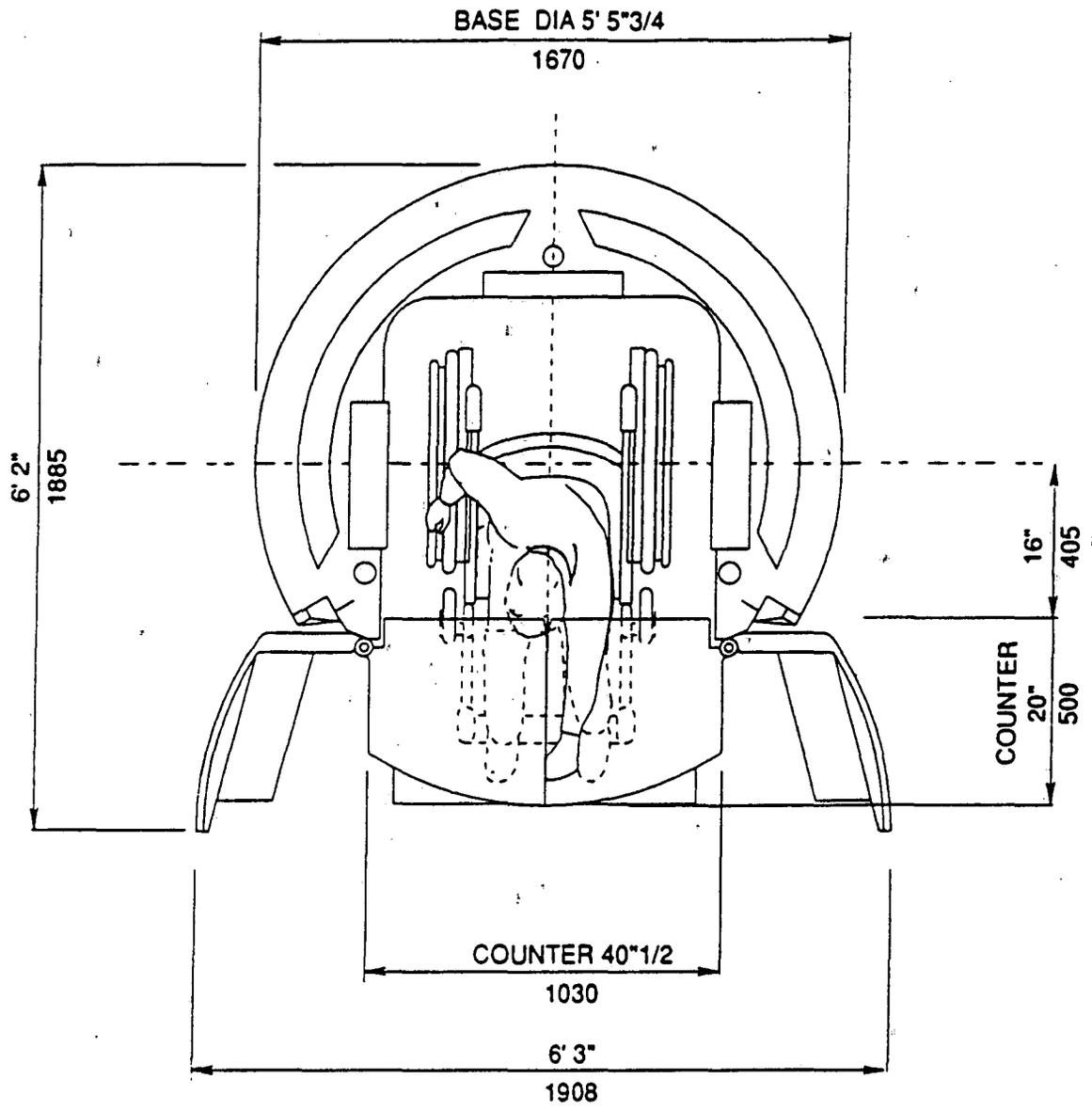
**NEWSSTAND KIOSK**  
**Front view**  
**Closed doors**



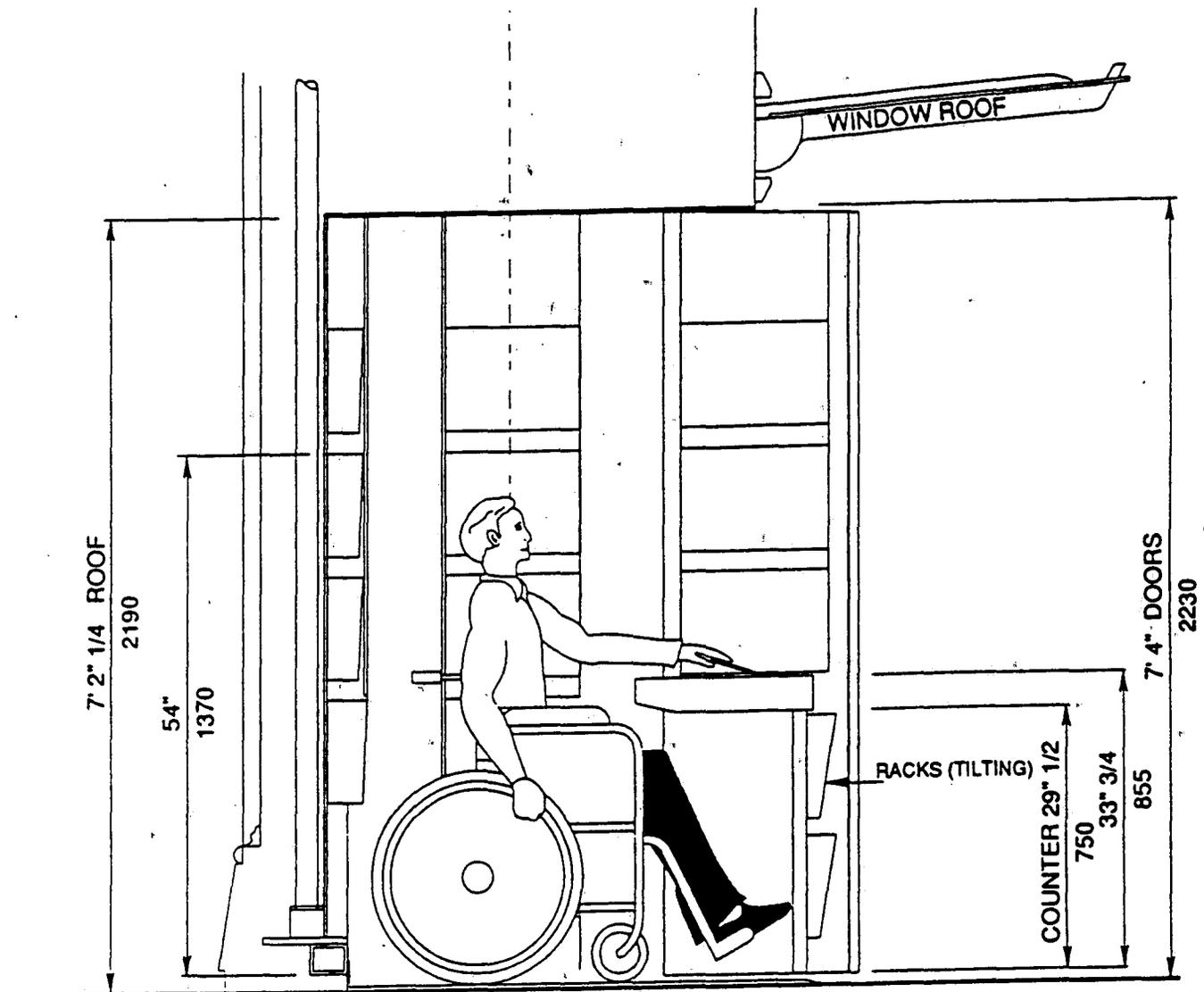
**NEWSSTAND KIOSK**  
**Closed doors**

# DOOR OPENING NEWSSTAND KIOSK





# NEWSSTAND KIOSK

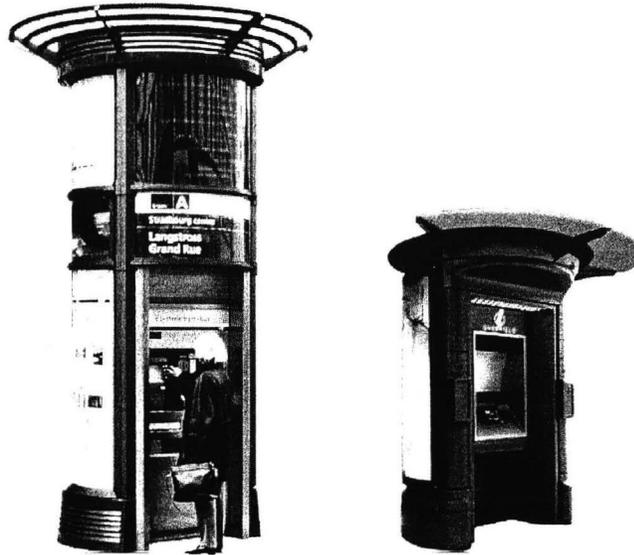


**NEWSSTAND KIOSK**  
**Section side view**  
**Open doors**

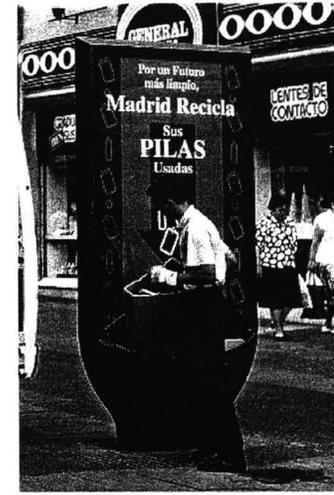
Viacom Decaux Examples of Services Inside Public Amenity Kiosks (PAK)



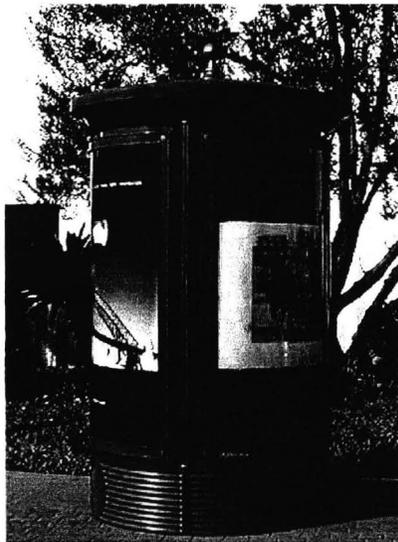
Newsstand/Vending



Computer Terminal



Recycling & Litter Bin



Cultural Information



Vending



Map



Community Information

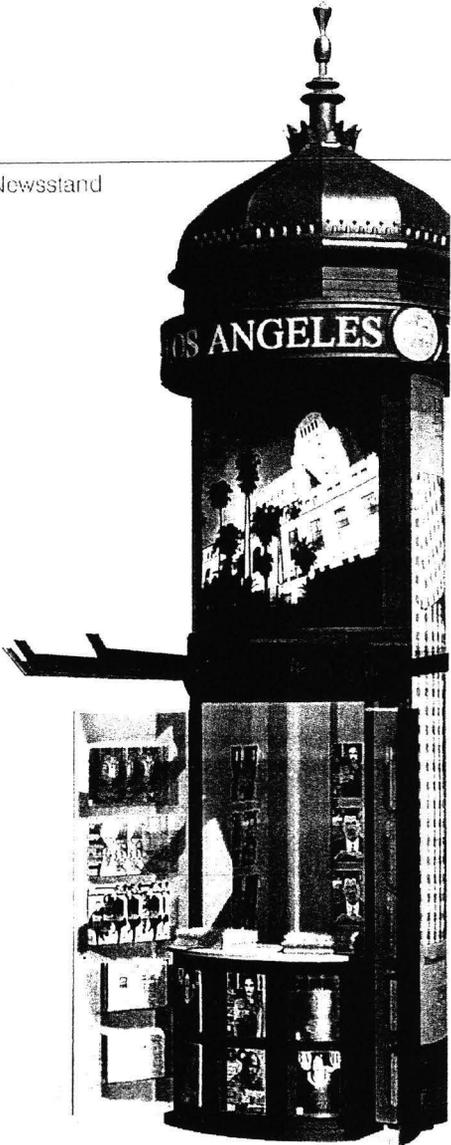
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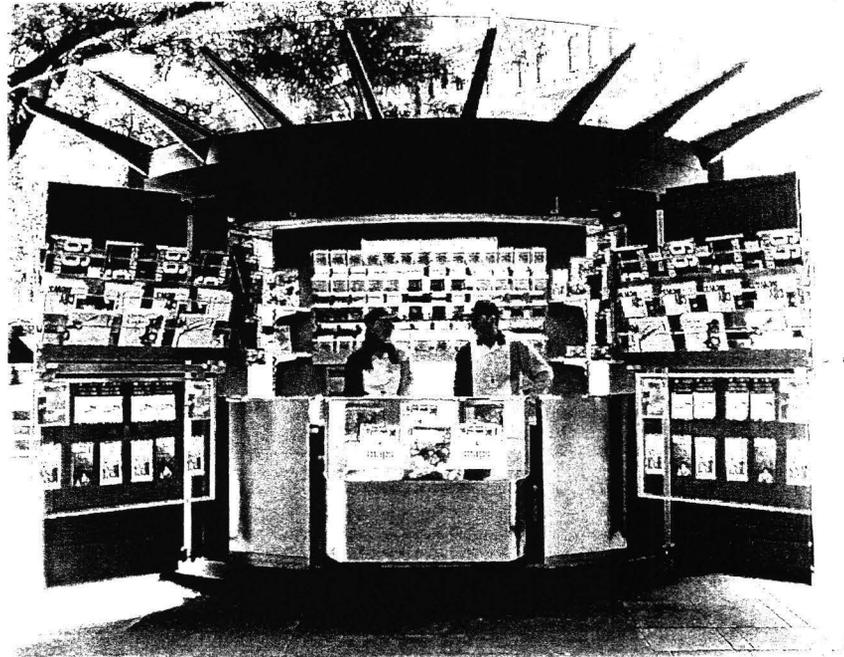
Gwathmey Siegel Newsstand



Heritage Newsstand



Cox Newsstand



## **1. GENERAL INFORMATION – PUBLIC AMENITY KIOSK**

The Public Amenity Kiosk is internally illuminated and, depending upon the type used for a particular location, has 2 or 3 sides. One side integrates a Public Amenity Component such as an interactive computer terminal, telephone, emergency phone, recycling bin, litter bin, above-ground facility, or displays non-commercial information or maps; and the other side(s) is for commercial advertising. The overall structure can be triangular, cylindrical or flat, according to the design selected for a specific site.

## **2. TECHNICAL DESCRIPTION**

### **2.1. FOUNDATION**

The foundations are made of concrete with a minimum strength of 12600 Lbs/in<sup>3</sup>, including anchor bolts and earth mat, and are constructed on site.

The foundations are cast in situ and are adaptable to accommodate local underground obstructions.

### **2.2. PUBLIC AMENITY KIOSK FEATURES**

The Public Amenity Kiosk can be equipped with a public amenity component such as an interactive computer terminal, a pay telephone, an emergency phone, a recycling bin or litter bin, an above ground facility, or can display non-commercial information (maps, community information, etc.)

### **2.3. ELECTRICITY**

**Lighting:** fluorescent tubes of 90 watts for posters.

**Electrical box:** has circuit breakers and power points.

## 2.4. MATERIALS

**Steel:** 80-micron zinc plating, electroplating of all water drainage areas.

**Aluminium:** Degreased, cleaned and coated with polyester powder paint, oven baked at 350°F, thickness 100 microns, anodization of exposed aluminium parts.

**Cast iron:**

**Paint coating:** Polyester powder paint, oven blasted at 350°F, 100 microns thick or epoxy or polyurethane liquid paint with hardener.

## 2.5. DIMENSIONS

Approximate dimensions of a triple-sided Public Amenity Kiosk:

Width: 4'5" depending upon model

Height: 8'1" depending upon model

Approximate dimensions of a double-sided Public Amenity Kiosk:

Width: 4'5" to 5'3" depending upon model

Height: 8'6" to 9'10" depending upon model

Depth: Depends upon type of service

Approximate dimensions of a small cylindrical kiosk:

Diameter: 5'1"

Viacom Decaux

Public Amenity Kiosk  
Boulevard Collection

Architectural Drawings

Response to  
Request for Proposal for  
Coordinated Street Furniture Program  
City of Los Angeles  
Victor M. Oving Contractor Administrator  
Board of Public Works  
433 S. Spring Street 6th floor  
Los Angeles, CA 90013

Submitted by  
Viacom Decaux, LLC  
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Tel 323 276 7201 Fax 323 227 1293  
Tel 212 614 0990 Fax 212 614 8125  
May 4, 2001

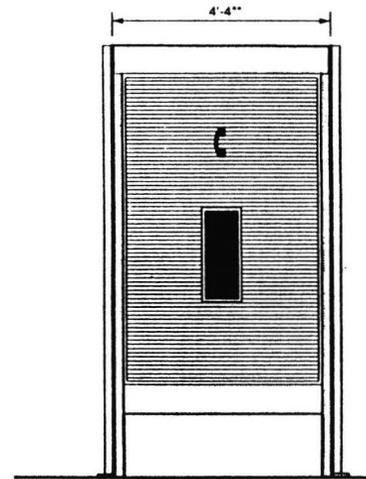
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Plans, Elevations & Sections

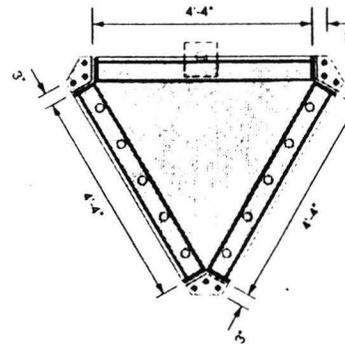
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BLVD 8001.0002	1/2" = 1' - 0"



Front Elevation



Side Elevation



LOS ANGELES STREETSCAPE

Viacom Decaux

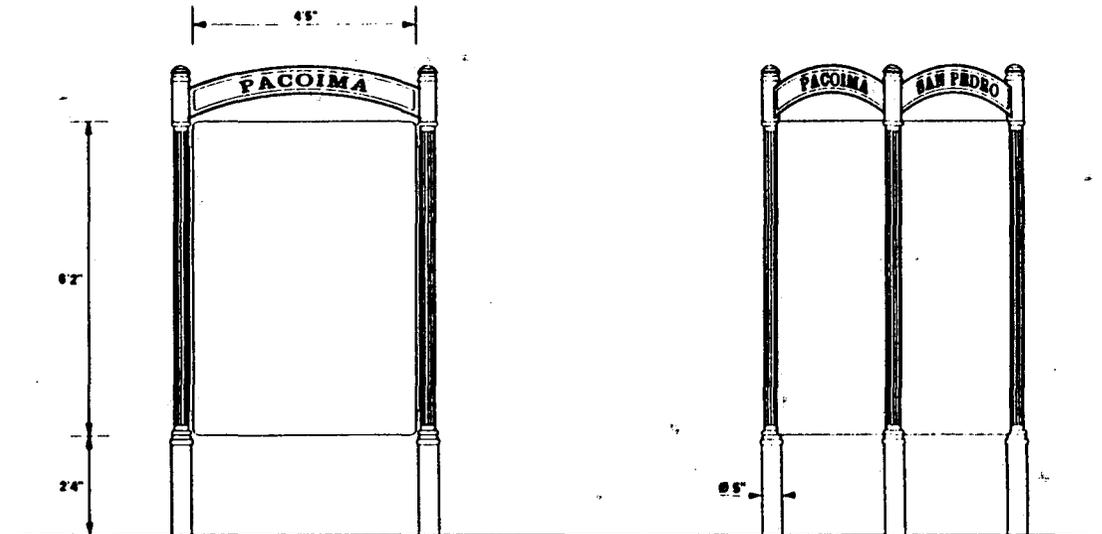
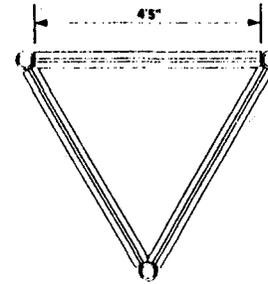
Public Amenity Kiosk  
Heritage Collection

Architectural Drawings

Response to  
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City of Los Angeles  
Victor M. Oseguera, Contractor Administrator  
Board of Public Works  
433 S. Spring Street, 6th floor  
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Viacom Decaux, LLC  
1731 Workman Street  
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Tel 212 278 7201 Fax 212 277 1263  
Tel 212 814 0690 Fax 212 614 8126  
May 4, 2001

Drawing Title  
Plans, Elevations & Sections  
Number  
Scale  
H 8002.0001 1/2" = 1' - 0"



LOS ANGELES STREETSCAPE

Viacom Decaux

Small Public Amenity Kiosk  
Heritage Collection

Architectural Drawings

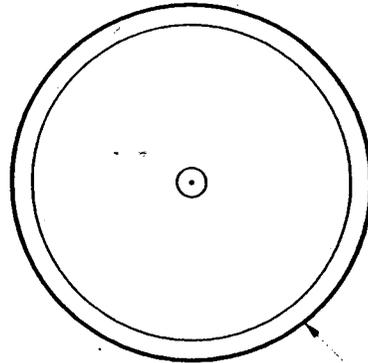
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May 4, 2001

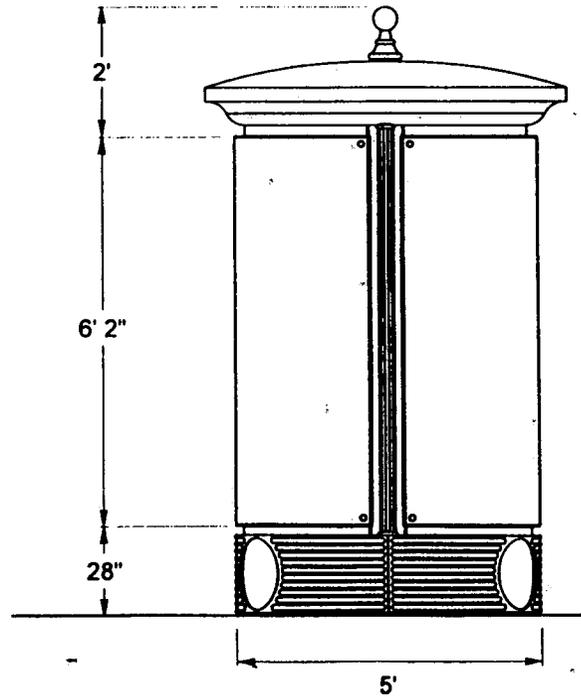
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Plans, Elevations & Sections

Number	Scale
H 30 SP	3/8" = 1'-0"



5' 7" DIA.



LOS ANGELES STREETSCAPE

Viacom Decaux

Public Amenity Kiosk  
Boulevard Collection

Architectural Drawings

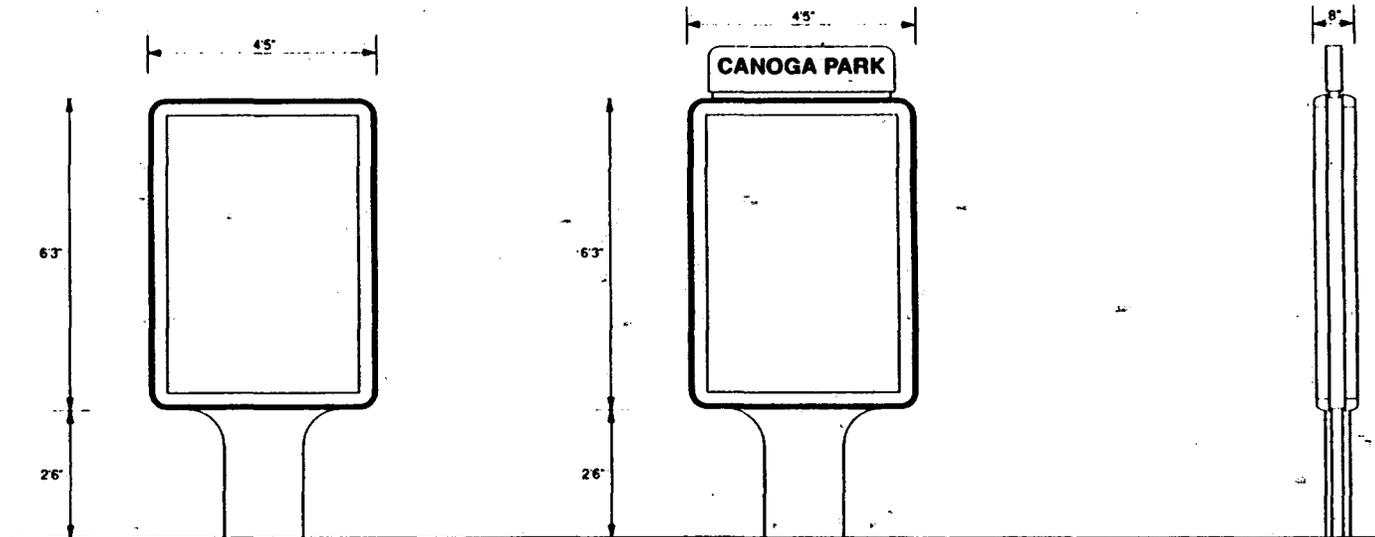
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May 4, 2001

Drawing Title

Plans, Elevations & Sections

Number LA 8001.0001  
Scale 1/2" = 1' - 0"



Viacom Decaux

Public Amenity Kiosk  
Boulevard Collection

Architectural Drawings

Response to:  
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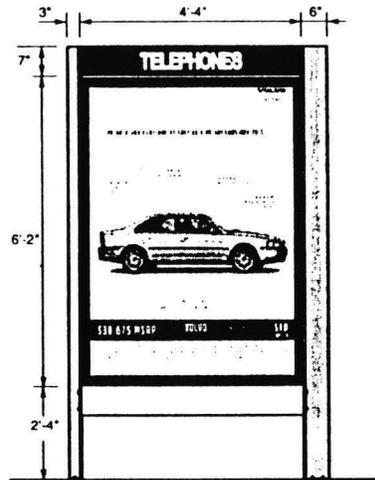
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Drawing Title

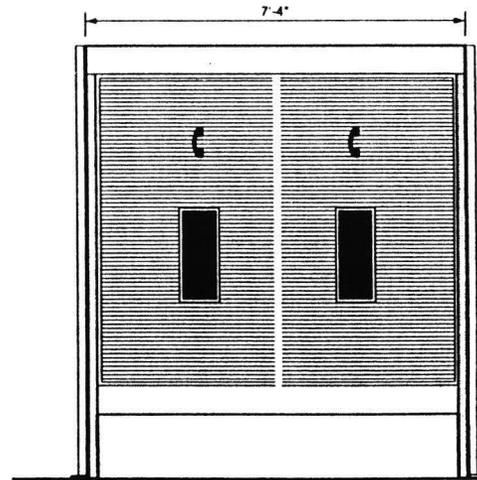
Plans, Elevations & Sections

Number Scale

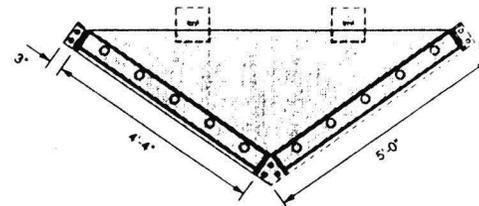
BLVD 8001.0001 1/2" = 1' - 0"



Front Elevation



Side Elevation



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## 1. GENERAL INFORMATION

The "Pillar" style Public Amenity Kiosk is an internally-lit columnar structure with three faces -- two for commercial advertising and one for a City Amenity Component(s), such as litter or recycling bin, computer terminal, a pay phone or an emergency phone, above ground monument, or a display area for non commercial posters or services. (community info, non profit organization poster or maps)

## 2. TECHNICAL DESCRIPTION

### 2.1. FOUNDATION

The foundation is a concrete anchor block with electric duct, J-bolts, and earth rod.

On a temporary basis the kiosk may be bolted to a steel base plate on the surface of the sidewalk.

### 2.2. BASE

The cast iron base is protected by a coat of paint. The base is bolted to the ground by a ring with ball bearings, which allows the column to rotate for the hanging of the posters.

### 2.3. BODY OF KIOSK

The body of the kiosk consists of:

- An interior steel frame structure composed of three main posts supporting the 4.7' diameter shaft, the roof, and three exterior door panels.
- Each door panel is composed of two translucent thermal-formed panels that are positioned one above the other -- they support the posters and diffuse the light. Depending of the type of amenity incorporated inside the Kiosk, one door is reconfigured to accommodate such service.
- The door panel frames are made of decorative aluminum and of a Plexiglas cover that protects each of the three panels. The door panels are hinged at the top to open out from the bottom.

The panels are back-lit.

The interior is equipped with electrical components for lighting.

As an option the kiosk -- body and roof -- can rotate. A small engine inside the kiosk develops the rotating movement. Any weight or force exceeding 10 DdaN applied on the kiosk will automatically stop the movement.

#### **2.4. ROOF**

The cylindrical roof of the kiosk is composed of molded fiberglass polyester. The roof is slightly rounded and is topped by a spire and ball.

#### **2.5. ELECTRICITY**

- **Power supply:** Single phase, 120V, 60 HZ
- **Lighting:** fluorescent tubes of 90 watts.
- **Electrical panel** consisting of a general fuse disconnecting switch, 2 circuit breakers with fuses, and ballasts for the fluorescent tubes.

#### **2.6. COLORS**

Different choice of colors are available.

#### **2.7. PROTECTION OF MATERIALS**

- **Steel:** SA3 shot blasting, 80-micron metal plating.
- **Aluminum:** degreased, cleaned and coated with a polyester powder paint, oven-blasted at 356°F, thickness 100 microns.

## **2.8. DIMENSIONS**

All dimensions are approximate:

**Height to roof, not including spire: 14.4'**

**Diameter of column: 4.7'**

**Diameter of base: 5.5'**

**Diameter of roof: 6.6'**

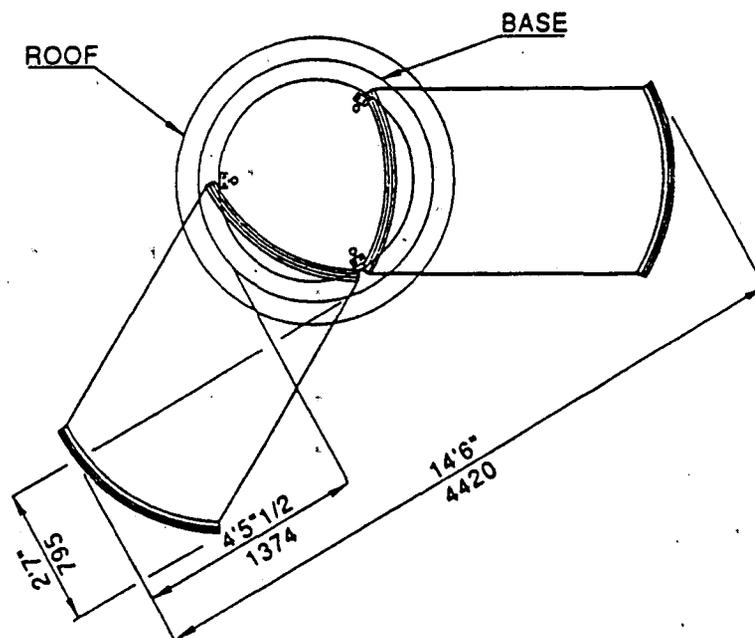
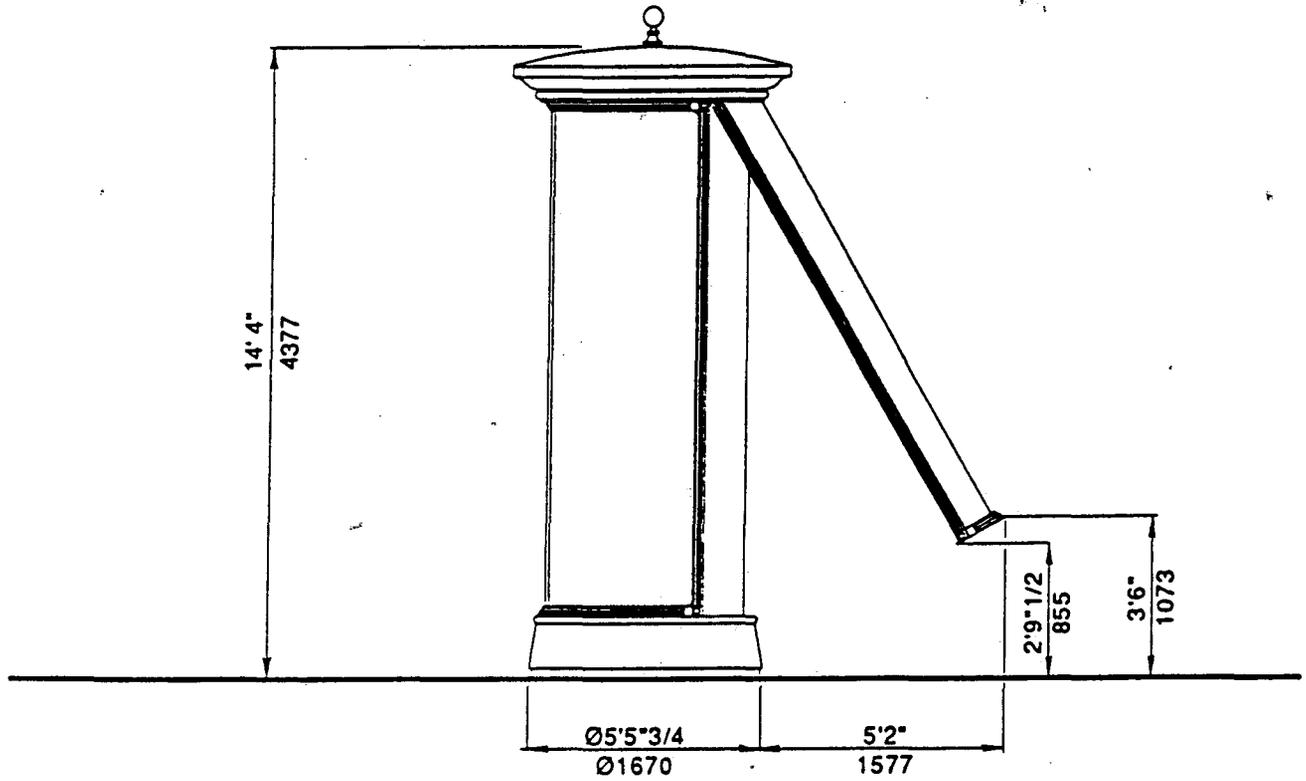
**Poster dimensions: Height: 11.5'**  
**Width: 4.4'**

**Visible viewing area of poster: Height: 11.3'**  
**Width: 4.3'**

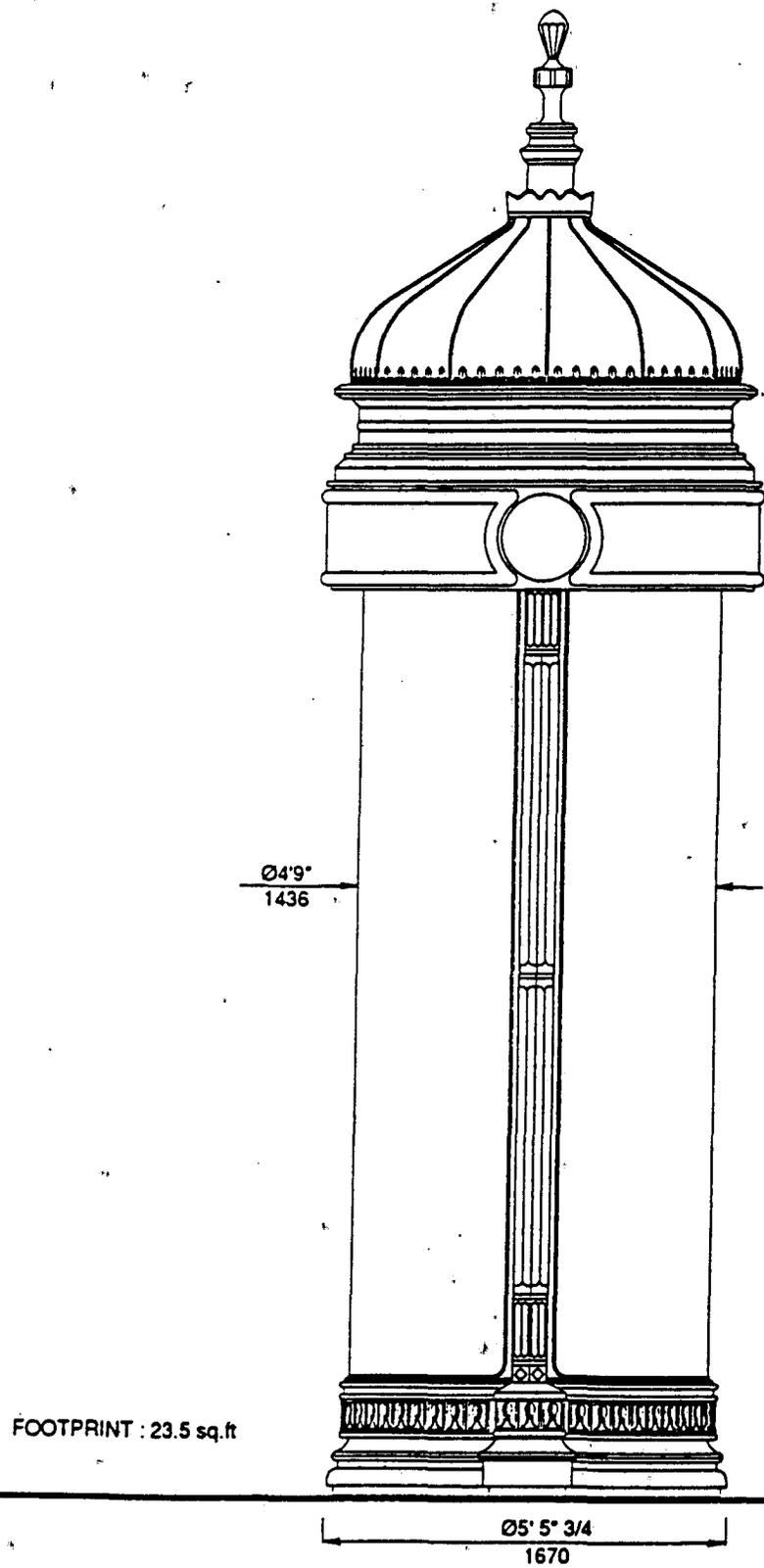
**Footprint: 23.5 square feet**

**Weight: 2,600 pounds**

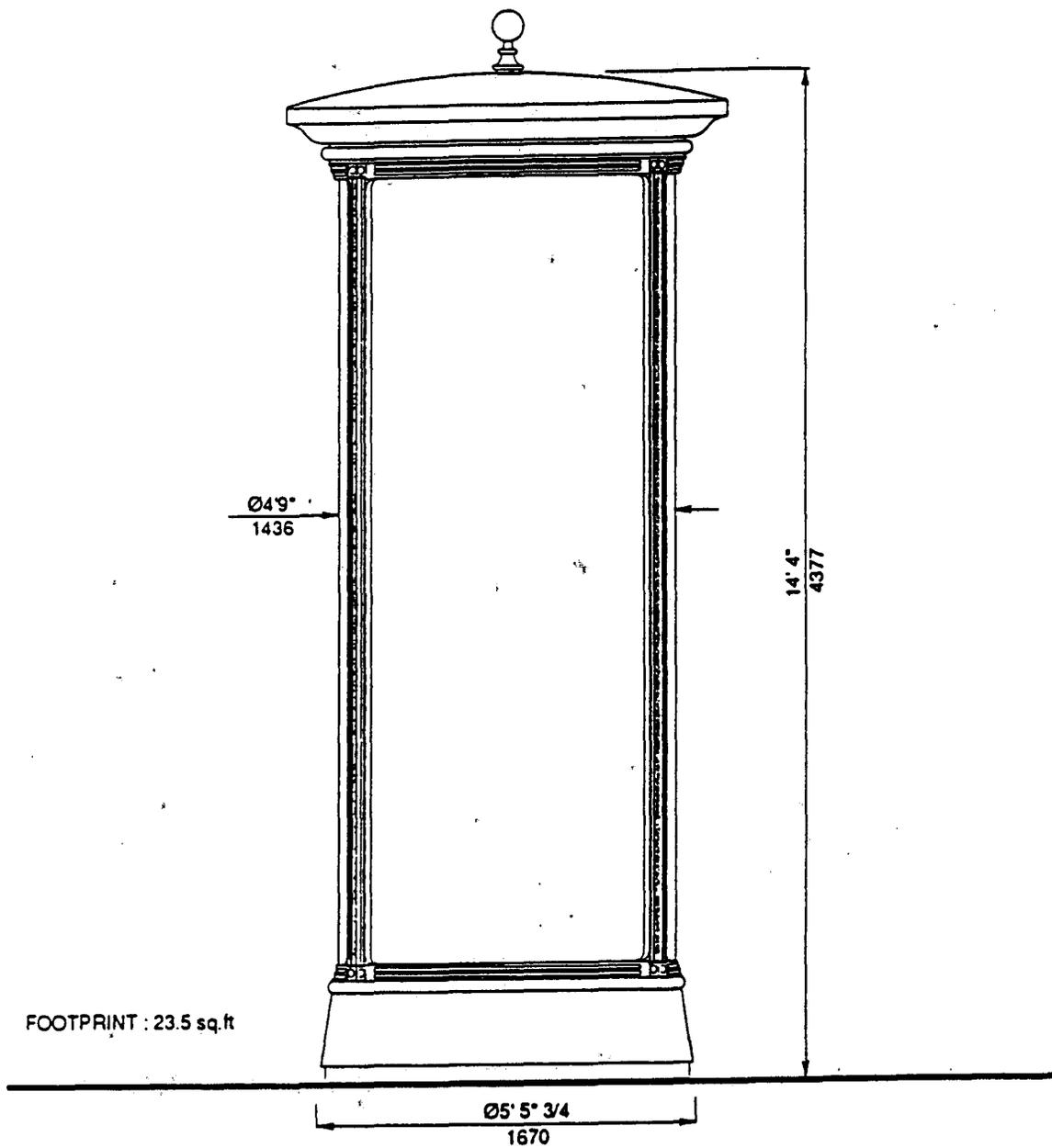
# DOOR OPENING PILLAR KIOSK



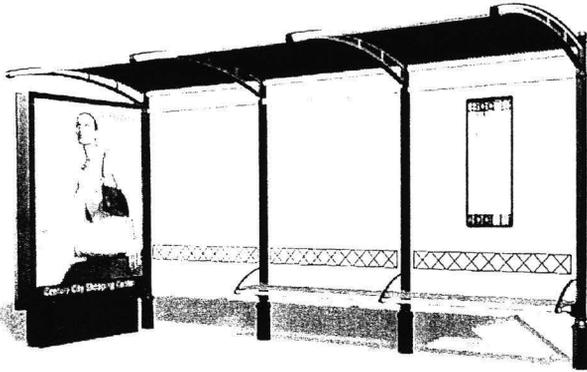
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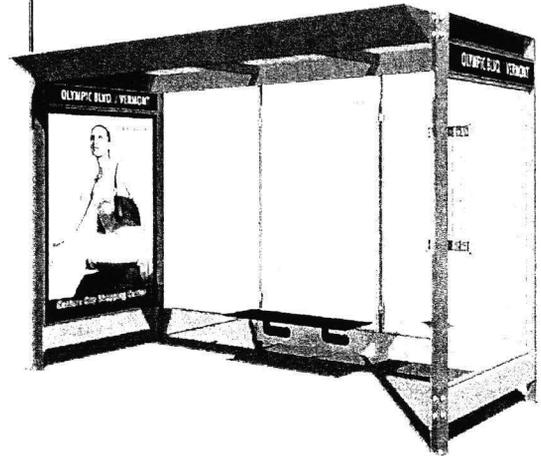
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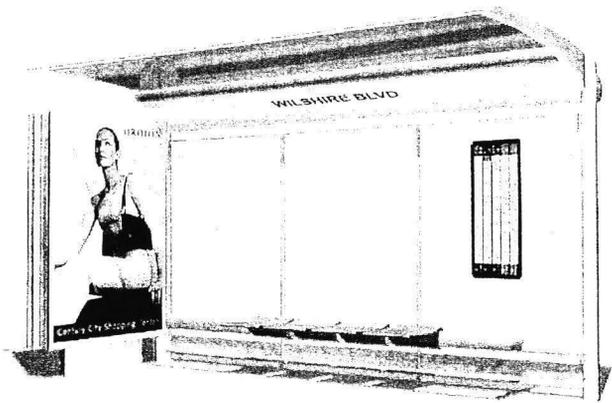
Heritage Collection



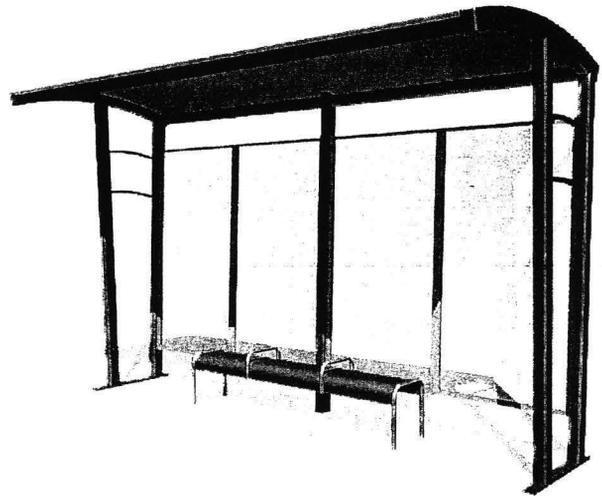
Pacific Collection



Sunset Collection



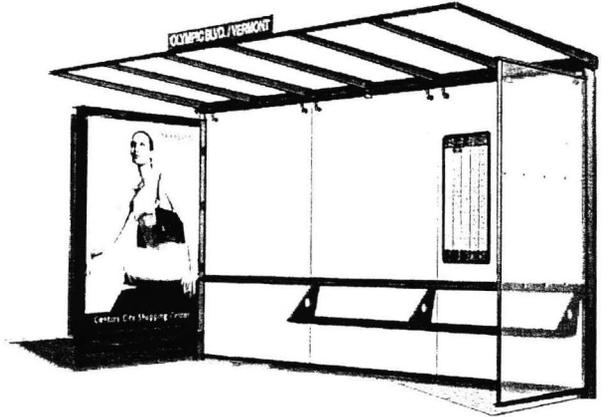
Boulevard Collection



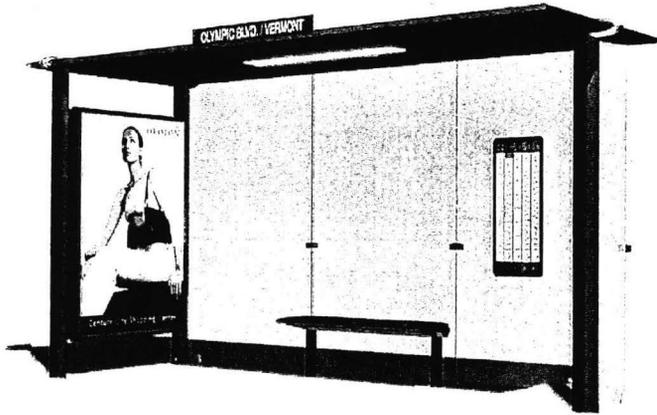
Holscher Bus Shelter



Norman Foster Design Bus Shelter



Prestige Bus Shelter

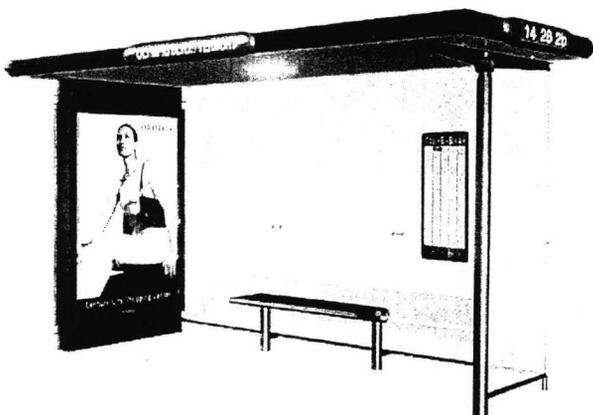


Philip Cox Design Bus Shelter



Bus Shelter Ph. COX Design

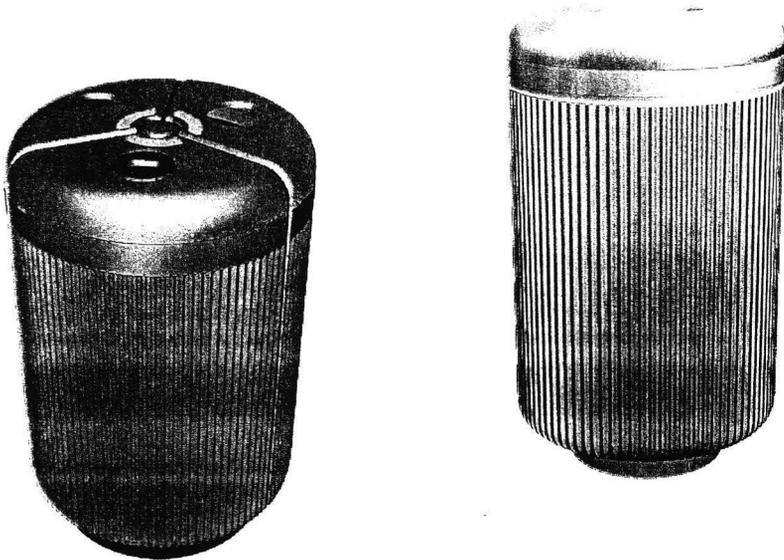
Cristal Bus Shelter



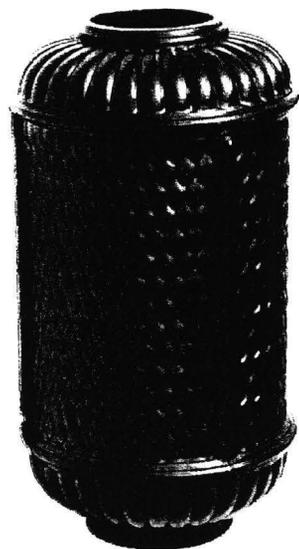
**Litterbins**

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JCDecaux Design Litterbin



**Heritage** Litterbin



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## 1. BOULEVARD SHELTER DESIGN SPECIFICATIONS

### Basic Shelter Design

A standard roof overhang shall be designed into the structure to increase protection from the rain and sun.

Minimum Loads should conform to the Uniform Building Code, latest edition.

## 2. Foundations

All post foundations may be made using a one-foot diameter coring design with plans approved by a California Registered Civil or Structural Engineer. Alternative anchoring methods such as pinned surface mounting may be used as illustrated on the Standard Shelter on file with the BOSS.

Alternative foundation designs may be used as approved by the BOSS.

## 3. Shelter Amenities

The FRANCHISEE must supply and service a trash receptacle at every structure site. The trash receptacle shall not be positioned as to block the by-pass space between the structure and the curb face.

Trash Receptacle Specifications:

- a. 16, 20 or 30 gallon minimum capacity.
- b. Bolted to site.
- c. Fiberglass, metal mesh, plastic or other approved design approved by BOSS.

Bus Stop or Way Finding Signs may be incorporated into the structure in cooperation between CONTRACTOR and the MTA, the municipal lines, and LADOT.

Bus Route Information – The CONTRACTOR may work with MTA and the municipal lines to include bus route information and schedules with the structure.

## 4. Shelter Dimensions

Standard Shelter

Width

- a. Minimum = 4'6"
- b. Maximum = 5'6"

Length Inside Shelter Enclosure

- a. Minimum = 8'
- b. Maximum = 14'

Height (inside)

- a. Minimum 7'2"
- b. Maximum 13'

Adaptability of Shelter regardless of size

Wheelchair Access — all structures shall be designed to accommodate one wheelchair.

### **5. Shelter Seating**

Benches shall be CITY approved to accommodate new designs.

Minimum Length - to accommodate ADA requirements.

Minimum Width - to accommodate ADA requirements.

Bench shall be located such that there is room to accommodate ADA rules and so that a wheelchair can be placed along side the bench within the structure, and receive the same weather protection as the other seats within the structure.

Benches shall be no less than 16 inches. or more than 24 inches high.

### **6. Shelter Electrification**

Every structure shall be illuminated at night by an overhead, energy efficient light fixture concealed in the roof structure. Solar may be used in those instances where no other source is available.

Minimum power shall be 65 watts using energy efficient light bulbs.

timer or electrical eye (photocell) shall be used on each structure connected to "hot" electrical power circuits.

Temporary malfunctions such as a lamp burning out or failure of a power source are not grounds for contract Termination/Default.

Every structure shall have a back lit type ad panel associated with it.

Internal electrical components and wiring of the Shelters shall be approved by the Bureau of Engineering and incorporated into the Shelter Standard Plans.

### **7. Wind Screen Glazing Anchorage**

No leading edge of any glass panel shall be exposed.

All glass panels shall be securely contained and held at both the top and bottom. The securing of all four edges is preferable.

### **8. Metal Screens**

No leading edge of any graffiti resistant perforated metal screens shall be exposed.

All graffiti resistant perforated metal screens shall be securely contained and held at both the top and bottom. The securing of all four edges is preferable.

### **9. Advertising Panels**

All ad panels shall be constructed of metal and tempered safety glass or of like material approved by the BOSS.

To eliminate or discourage vandalism, all ad panels shall be locked or secured by screw or key locking metal doors that fit tight in the unit and cannot be easily pried open.

### **10. Owner Identification**

CONTRACTOR shall install a plaque or notice with the servicing name and toll free telephone number on every structure. Also, CONTRACTOR shall install on every structure a bar code issued by the CITY.

Viacom Decaux

Bus Shelter  
Heritage Collection

Architectural Drawings

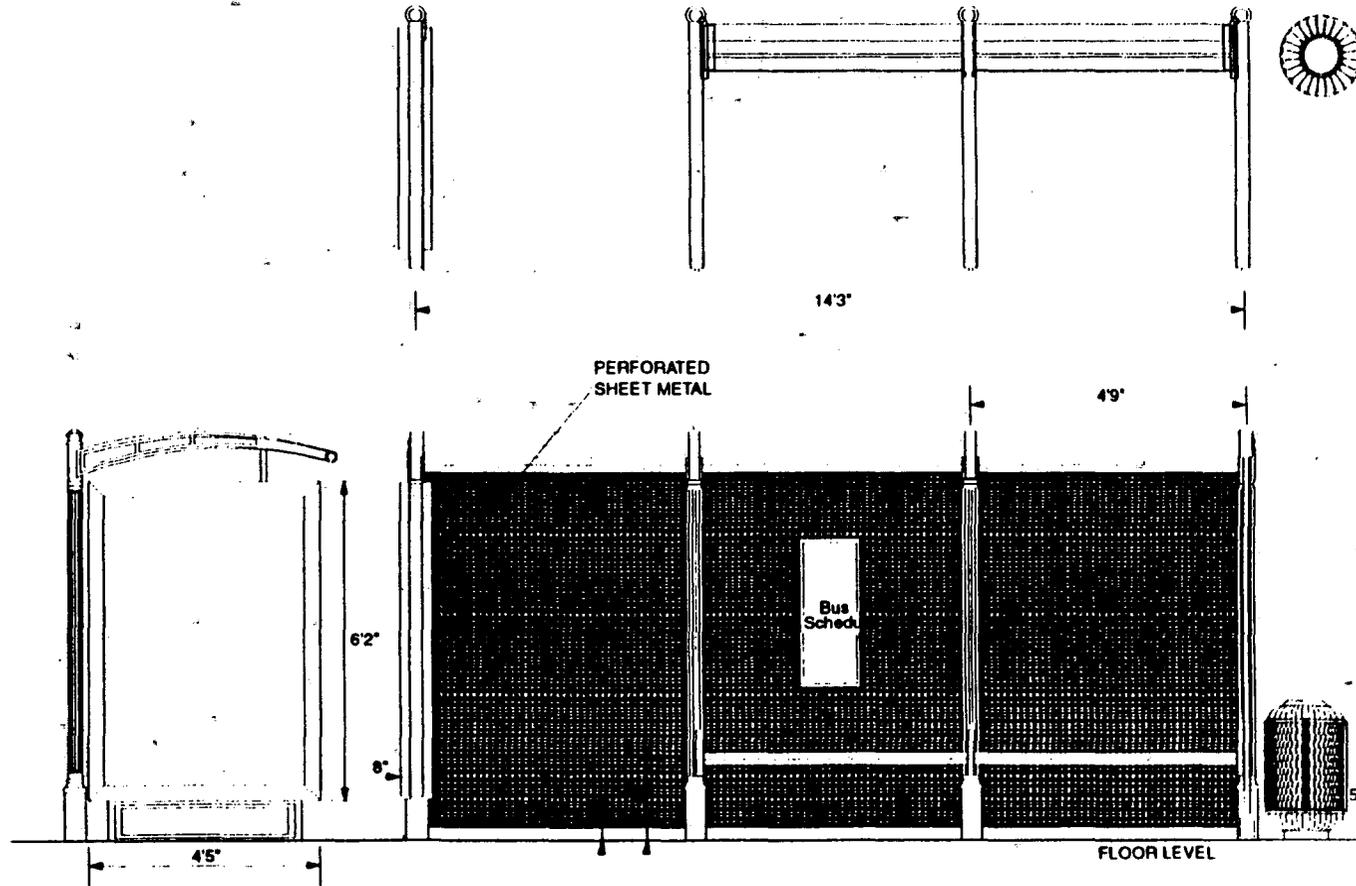
Response to  
Request for Proposal for  
Coordinated Street Furniture Program  
City of Los Angeles  
Victor M. Oseguera, Contract Administrator  
Board of Public Works  
433 S. Spring Street, 8th Floor  
Los Angeles, CA 90013

Submitted by  
Viacom Decaux, LLC  
1731 Weyburn Street  
Los Angeles, CA 90001  
Tel 323 278 7201 Fax 323 277 1293  
Tel 212 814 0000 Fax 212 814 8125  
May 4, 2001

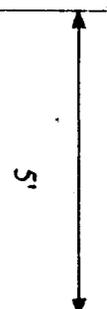
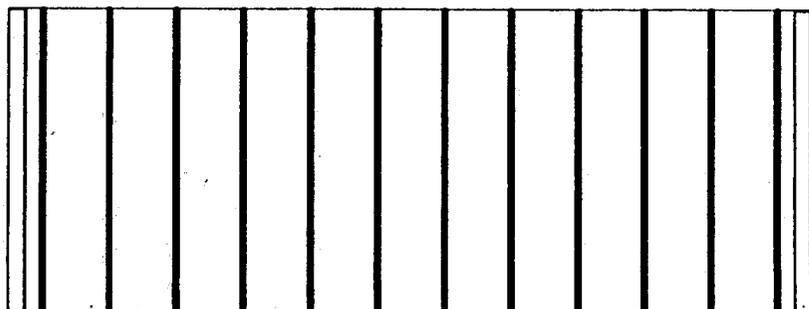
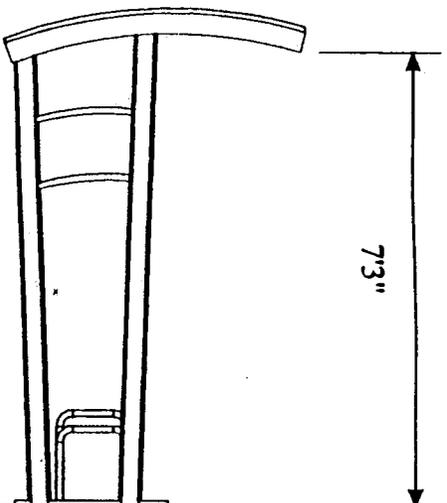
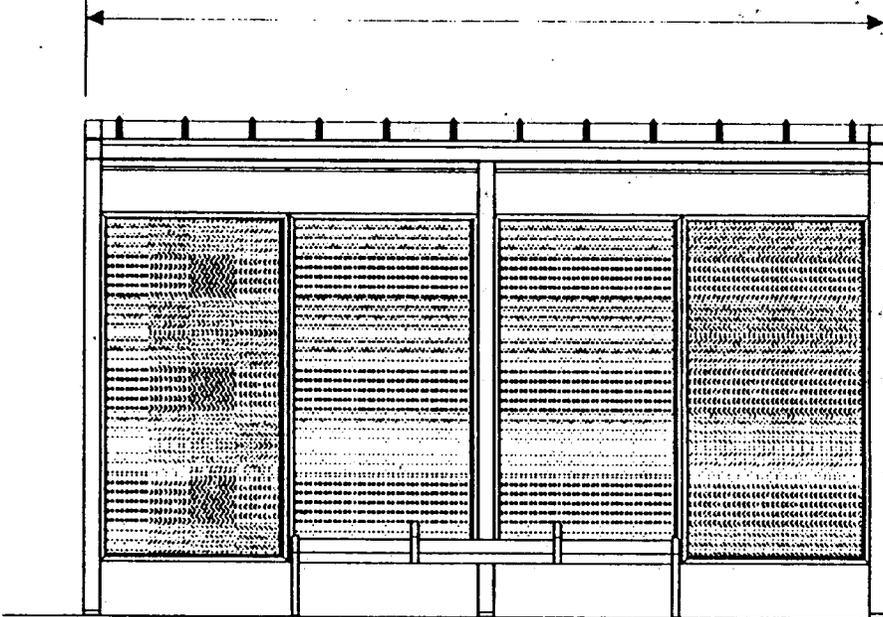
Drawing Title

Plans, Elevations & Sections

Number	Scale
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12'10"



Viacom Decaux

Bus Shelter  
Sunset Collection

Architectural Drawings

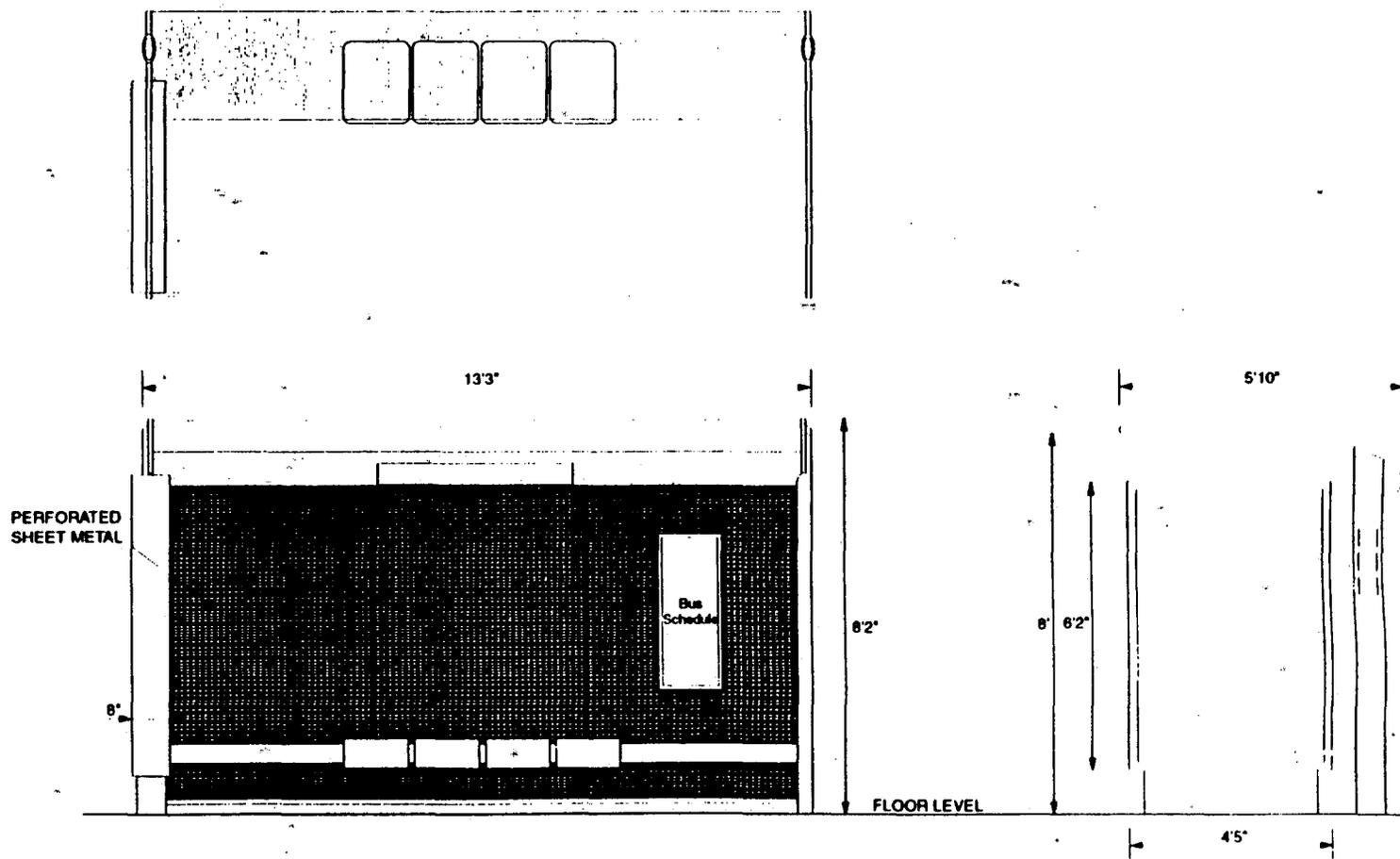
Response to  
Request for Proposal for  
Coordinated Street Furniture Program  
City of Los Angeles  
Victor M. Ousegbe, Contractor Administrator  
Board of Public Works  
433 S. Spring Street, 6th Floor  
Los Angeles, CA 90013

Submitted by  
Viacom Decaux, LLC  
1731 Woodman Street  
Los Angeles, CA 90011  
Tel 323 276 7201 Fax 323 277 1293  
Tel 212 614 0090 Fax 212 614 8125  
May 4, 2001

Drawing Title

Plans, Elevations & Sections

Number Scale  
SD 6001.0001 1/2" = 1'-0"



LOS ANGELES STREETSCAPE

Viacom Decaux

Bus Shelter  
Gwathmey Siegel  
Pacific Collection  
Architectural Drawings

Response to:  
Request for Proposal for  
Los Angeles Street Furniture Program  
City of Los Angeles  
Viacom Decaux, Contractor Administrator  
Board of Public Works  
431 S. Spring Street, 6th floor  
Los Angeles, CA 90013

Submitted by:  
Viacom Decaux, LLC  
1731 Wilshire Street  
Los Angeles, CA 90011  
Tel: 323.278.7201 Fax: 323.271.0283  
Tel: 213.634.1800 Fax: 213.634.8125  
May 4, 2001

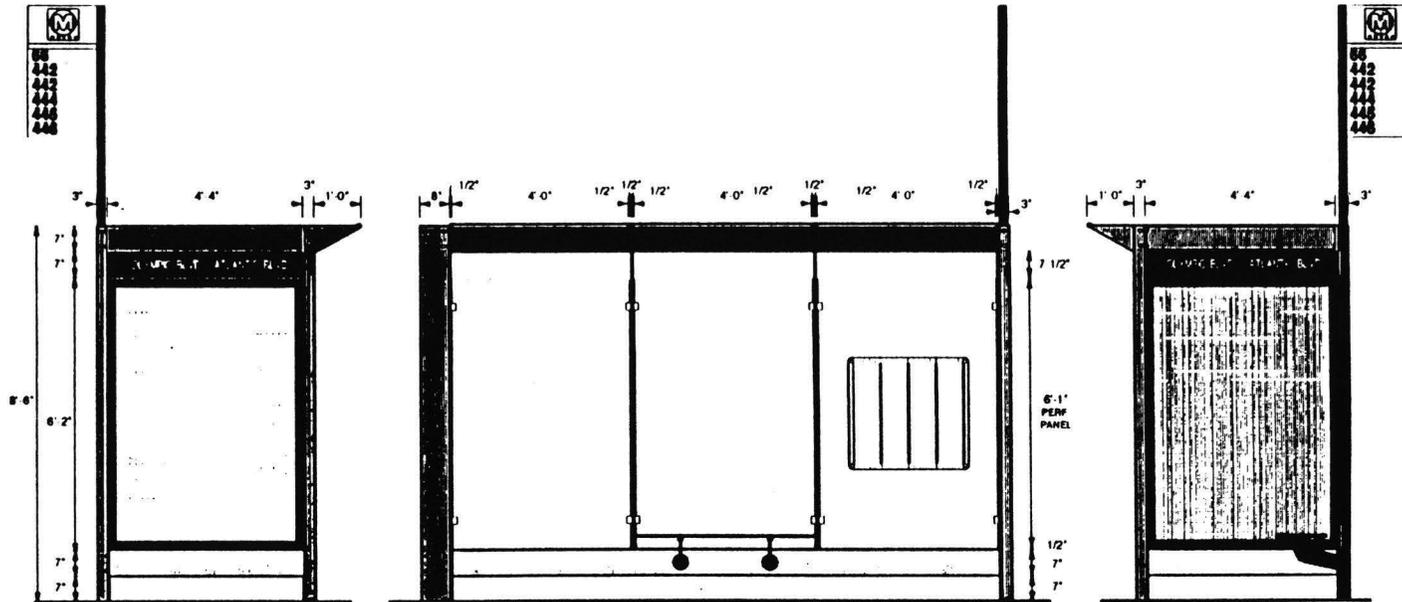
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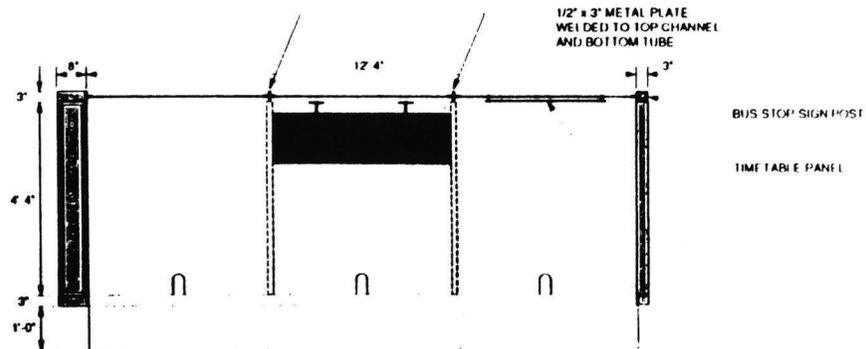
GSA 6001 0001 001 1/2" = 1' - 0"



SIDE ELEVATION

FRONT ELEVATION

SIDE ELEVATION



BUS STOP SIGN POST

TIME TABLE PANEL

LOS ANGELES STREETScape

Viacom Decaux

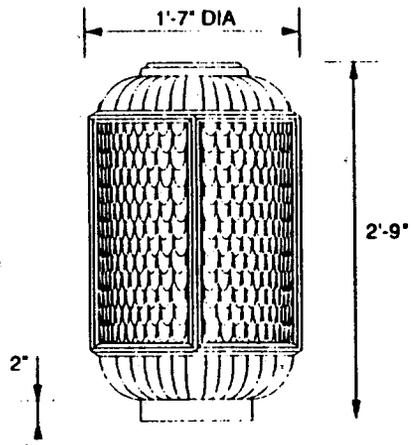
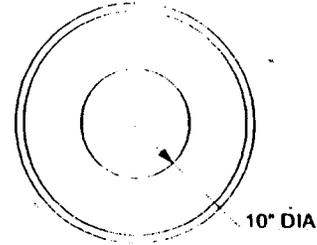
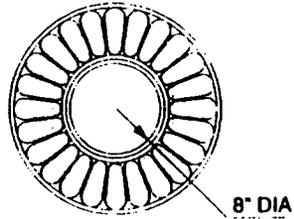
Litter Bin

Response to:  
Request for Proposal for  
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City of Los Angeles  
Viacom Decaux Contract Administrator  
Board of Public Works  
433 S. Spring Street 8th Floor  
Los Angeles, CA 90013

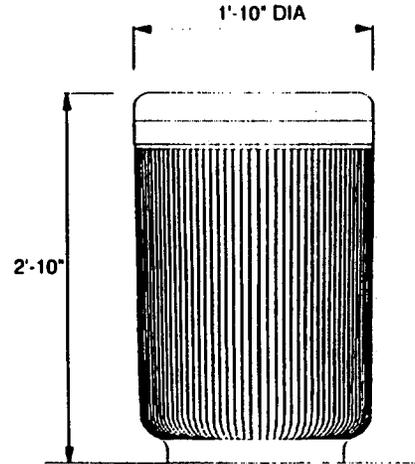
Submitted by:  
Viacom Decaux LLC  
1731 Wilshire Street  
Los Angeles, CA 90011  
Tel: 323 278 7201 Fax: 323 277 1293  
Tel: 213 614 0910 Fax: 212 614 8125  
May 4, 2001

Drawing Title:  
Plans, Elevations & Sections  
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Scale: 1/10

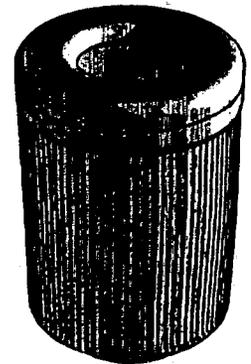
Architectural Drawings



Heritage Collection



Standard Collection



Heritage Newsrack



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<u>2.2. MODULAR NEWSRACK FEATURES</u> .....	2
<u>2.4. MATERIALS</u> .....	2
<u>2.5. DIMENSIONS</u> .....	2



**Kuba+Associates**

*Please  
call  
me  
Thanks*

**Darlene Kuba**

515 South Figueroa Street  
Suite 321  
Los Angeles, CA 90071  
213 430-0455  
Fax 430-0466



*Government · Public Affairs · Special Events*

## 1. GENERAL INFORMATION

The Modular Newsrack is a vending structure which contains multiple newsboxes for the sale or distribution of newspapers and other periodicals.

## 2. TECHNICAL DESCRIPTION

### 2.1. FOUNDATION

The foundations are made of concrete with a minimum strength of 12600 Lbs/in<sup>3</sup>, including anchor bolts, and are constructed on site.

The foundations are cast in situ and are adaptable to accommodate site specification.

### 2.2. MODULAR NEWSRACK FEATURES

The structure can be equipped with different type of newsboxes to accommodate publication requirement (eg: format, paid or free publication)

### 2.4. MATERIALS

Steel: 80-micron zinc plating, electroplating of all water drainage areas.

Aluminium: Degreased, cleaned and coated with polyester powder paint, oven baked at 350 °F, thickness 100 microns, anodization of exposed aluminium parts.

Paint coating: Polyester powder paint, oven blasted at 350 °F, 100 microns thick or epoxy or polyurethane liquid paint with hardener.

### 2.5. DIMENSIONS

Approximate dimensions of a standard modular newsrack:

Width: 1'9"  
Height: 5'6"  
Length: 9'7"

Viacom Decaux

Modular Newsrack  
Heritage Collection

Architectural Drawings

Response to  
Request for Proposal for  
Coordinated Street Furniture Program  
City of Los Angeles  
Victor M. Osugi, Contractor Administrator  
Board of Public Works  
433 S. Spring Street, 6th floor  
Los Angeles, CA 90013

Submitted by  
Viacom Decaux, LLC  
1731 Workman Street  
Los Angeles, CA 90031  
Tel 323 278 7201 Fax 323 277 1293  
Tel 212 614 0900 Fax 212 614 8125  
May 4, 2001

Drawing Title

Plans, Elevations & Sections

Number

Scale

H 6051.0001

1/2" = 1' - 0"

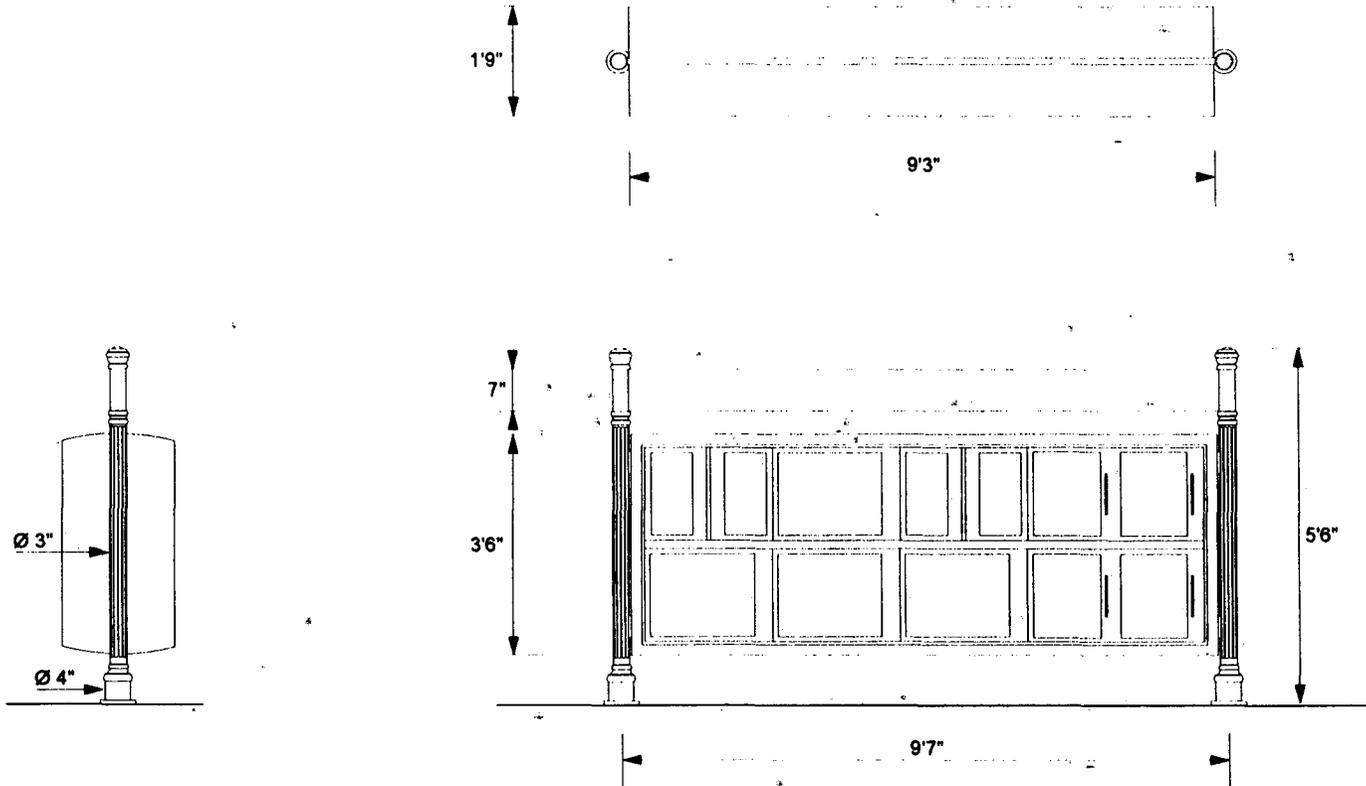


EXHIBIT B  
ADVERTISING POLICY GUIDELINES

# VIACOM Decaux

October 30, 2001

Lynne Ozawa  
Office of Chief Legislative Analyst  
City Hall Room 255  
200 N. Main Street  
Los Angeles, CA 90012

Dear Lynne:

Viacom Decaux's street furniture advertising policy is as follows:

Viacom Decaux will utilize the street furniture only for commercial advertising or public service announcements. We will not use the furniture for indecent or vulgar advertisements and there will be no tobacco-related products allowed. We will limit alcohol advertising to furniture locations that are in non-sensitive areas and that follow the City's zoning laws. We will make every effort to screen all advertisements to ensure that they are in good taste and in line with community standards. We will make every effort to withdraw any advertising from furniture that is determined to be indecent, vulgar, or inconsistent with community standards. In the event that such a determination is made, the advertisement in question shall be removed as soon as possible.

If you have any questions please call me at 323-276-7206.

Sincerely,



Dennis Kuhl  
President, Viacom Decaux

EXHIBIT C  
APPROVED VENDOR LICENSE AGREEMENT

**VIACOM DECAUX LLC**  
**LICENSE AGREEMENT FOR APPROVED CITY VENDORS**

This license (the "License") dated as of the \_\_\_ day of \_\_\_\_\_, 200\_ is made between \_\_\_\_\_, a corporation organized under the laws of the State of California, having an address at \_\_\_\_\_ ("Licensee") and Viacom Decaux LLC ("Licensor").

WITNESSETH:

WHEREAS, Licensor has entered into a franchise agreement (the "Franchise Agreement") with the City of Los Angeles (the "City") dated as of November \_\_, 2001 for the installation, operation and maintenance of Street Furniture in the City; and

WHEREAS, Licensee wishes to have the right to operate retail space in certain items of the Street Furniture defined as Vending Structures in the Franchise Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

[terms to be agreed upon by the parties]

IN WITNESS WHEREOF, Licensor and Licensee have respectively executed this License as of the day and year first above written.

\_\_\_\_\_  
Viacom Decaux, LLC ("Licensor")

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
[Licensee] ("Licensee")

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

EXHIBIT D  
EXISTING CITY VENDORS

**APPENDIX 1**  
**EXHIBIT [ ]**  
**2000 NEWSSTAND PERMITS**

PERMIT #	LOCATION	OWNER	PHONE #	DATE ISSUED
00-001	600 S. Broadway	Miguel A. Rivas Quintanilla	213 483 8813	5/9/00
00-002	230 W. 7th	Salvadora Quintanilla	213 483 6926	5/23/00
00-003	301 S. Broadway	Eustaquio Canul	213 629 813_	5/23/00
00-004	605 S. Broadway	Marie Morales	323 747 7365	5/23/00
00-005	501 S. Broadway	Yolanda Henriquez	213 388 9156	5/24/00
00-006	660 S. Broadway	Mary Helen Manseva	323 262 8513	5/24/00
00-007	659 S. Broadway	Gloria R. Perez	323 254 8008	5/24/00
00-008	707 S. Broadway	Jose C. Espana	323 254 8008	5/24/00
00-009	700 S. Broadway	Vincente G____, Jr.	626 282 5718	5/25/00
00-0010	328 W. 7th	Anamanne Rivas	323 953 1853	5/25/00
00-0011	400 S. Broadway	Naubina Montenegro	213 481 1229	5/25/00
00-0012	745 S. Broadway	Buenaventura Vasquez	323 351 9520	5/26
00-0013	225 W. 6th Street	Teresa R. Rosa	323 724 5692	5/26
00-0014	416 S. Broadway	Francisco P. Repreza	213 739 7475	5/26
00-0015	101 S. Broadway	Irma Alvarez Rodriguez	323 581 1820	5/30
00-0016	831 S. Broadway	Raul Luceno Villalobos	323 471 3804	5/31 Pgr
00-0017	Hope & 6th	Bill Dubois	213 924 5722	6/1
00-0018	201 W. 7th St.	Lorenza Repreza	213 739 0405	6/1
00-0019	742 S. Broadway	Ana Mendez	323 751 4913	6/2
00-0020	556 Broadway	Francisca Menjeval	213 273 8491	6/5
00-0021	235 W. 5th St.	Ursula Birgos	323 662 6685	6/5
00-0022	445 S. Broadway	Cecilia De Los Angeles Cruz	213 413 8166	6/5
00-0023	301 W. 7th St.	Carmen Rivas	323 254 7803	6/5
00-0024	542 S. Broadway	Elsa Vebina	213 747 2611	6/6
00-0025	537 S. Broadway	Ramiro Gonzalez	213 319 1465	6/6
00-0026	304 W. 8th St.	Julia L. Martinez	323 759 3219	6/9
00-0027	322 S. Broadway	Judith L. Jiminez	323 225 4462	6/9
00-0028	803 S. Broadway	Jose Landeros Flores	323 589 7402	6/9
00-0029	818 S. Broadway	Victoria Aldago	213 738 5192	8/8
00-0030	606 S. Main St.	Benito Ceron	213 351 9481	8/10

**APPENDIX 2**  
**PROJECTED ROLLOUT SCHEDULE**

EXHIBIT D  
EXISTING CITY VENDORS

APPENDIX 2

Viacom Decaux

PROJECTED ROLLOUT SCHEDULE

Structures	PHASE I										PHASE II			Total
	YEAR 1					YEAR 2					YEAR 3	YEAR 4	YEAR 5	
	P1	P2	P3	P4	Total	P5	P6	P7	P8	Total				
APTs (1) Qty	5	5	5	5	20	7	7	8	8	50	33	33	34	150
Ad Panels					0					0				0
Transit Shelters Qty	30	70	140	160	400	215	210	230	230	1285				1285
Ad Panels					550					1770				1770
OSF														
Pillar Qty	25	25	0	0	50	25	25	0	0	100				100
Ad Panels					200					400				400
Kiosks Qty	60	60	60	60	240	65	65	65	65	500				500
Ad Panels					480					1000				1000
Newsstands Qty	10	10	10	10	40	15	15	15	15	100				100
Ad Panels					104					260				260
<b>Total # of Structures</b>	<b>130</b>	<b>170</b>	<b>215</b>	<b>235</b>	<b>750</b>	<b>327</b>	<b>322</b>	<b>318</b>	<b>318</b>	<b>2035</b>				<b>2135</b>
<b>Total New Ad Panels</b>					<b>1334</b>					<b>3430</b>				<b>3430</b>

(1) the first 15 APTs shall be installed irrespective of when Rollout Period 1 commences for all other OSF.

**APPENDIX-1**  
**EXHIBIT [ ]**  
**2000 NEWSSTAND PERMITS**

PERMIT #	LOCATION	OWNER	PHONE #	DATE ISSUED
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00-0020	556 Broadway	Francisca Menjeval	213 273 8491	6/5
00-0021	235 W. 5th St.	Ursula Birgos	323 662 6685	6/5
00-0022	445 S. Broadway	Cecilia De Los Angeles Cruz	213 413 8166	6/5
00-0023	301 W. 7th St.	Carmen Rivas	323 254 7803	6/5
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00-0025	537 S. Broadway	Ramiro Gonzalez	213 319 1465	6/6
00-0026	304 W. 8th St.	Julia L. Martinez	323 759 3219	6/9
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00-0030	606 S. Main St.	Benito Ceron	213 351 9481	8/10

APPENDIX 2  
PROJECTED ROLLOUT SCHEDULE

APPENDIX 3  
TERMINATION OF EXISTING CONTRACT

**APPENDIX 3**

**DRAFT**

[FORM OF TERMINATION OF EXISTING AGREEMENT]

[Letterhead of Viacom Outdoor]

November 4, 2001

Hon. Ellen Stein  
Chairwoman  
Board of Public Works  
City of Los Angeles

Re: Voluntary Early Termination of Contract No. C-66332 (the "Terminated Agreement") between the City of Los Angeles ("City") and Infinity Outdoor, Inc. ("Infinity")

Dear Ms. Stein:

This letter ("Letter Agreement") will confirm our agreement with respect to the voluntary early termination of the Terminated Agreement. All capitalized terms not defined in this Letter Agreement shall have the meaning set forth in the New Agreement.

1. The Agreement shall terminate on December 31, 2001, provided the agreement of even date herewith (the "New Agreement") between the City and Viacom Decaux LLC ("Contractor") has been executed and further provided the New Agreement remains in effect through the original termination date of the Terminated Agreement.

2. The parties acknowledge that the early termination of the Terminated Agreement constitutes good and valuable consideration to the City which is reflected in the terms and conditions of the New Agreement.

3. The terms and conditions of the New Agreement shall supercede the terms and conditions set forth in the Terminated Agreement except to the extent set forth herein.

4. The parties shall cooperate and endeavor to effectuate a smooth transition with respect to the operation of the pre-existing transit shelter program in order to incorporate the transit shelters now owned and operated and maintained by Infinity into the New Agreement.

5. Any fees payable by Infinity pursuant to the Terminated Agreement through December 31, 2001, shall be paid to the City; thereafter no fees shall be due under the Terminated Agreement.

6. Any approved permits to install transit shelters under the Terminated Agreement shall be and hereby are transferred to the Contractor under the New Agreement and shall be in all respects subject to the relevant provisions regarding Transit Shelter installation contained in the New Agreement.

7. Any payment liabilities of Infinity under the Terminated Agreement remaining after December 31, 2001 shall remain liabilities of Infinity and its successor Viacom Outdoor.

8. Any obligations of the City to Infinity shall at the election of Infinity remain City obligations to Infinity or, at Infinity's sole option, become liabilities to Contractor under the New Agreement.

Very truly yours,

Dennis Kuhl  
[Title in Infinity]

APPENDIX 4  
INSURANCE REQUIREMENTS

<b>GENERAL LIABILITY SPECIAL ENDORSEMENT</b>  <b>FOR THE CITY OF LOS ANGELES</b>		SUBMIT IN      DUPLICATE	
		1. ENDORSEMENT NO.	2. ISSUE DATE (MM/DD/YY)
<b>3. PRODUCER</b>   Telephone (    )	<b>5. POLICY INFORMATION</b> Carrier _____ Policy No.: _____ Policy Period: _____ COVERAGE TRIGGER (check one): <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made Check <input type="checkbox"/> If LOSS ADJUSTMENT EXPENSE is included in Limits		
<b>4. NAMED INSURE</b>	<b>6.</b> <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (Check which of \$ _____ with a stop loss cap of \$ _____ applies to _____ (which) coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim.		
<b>8. TYPE OF INSURANCE</b>	<b>7. APPLICABILITY.</b> This insurance pertains to the operations and/ or tenancy of the named insured under all written agreements and permits in forced with the City of Los Angeles unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City of Los Angeles are covered:  CITY AGREEMENTS/PERMITS		
<b>GENERAL LIABILITY (check one)</b>  <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY _____ (RETROACTIVE DATE)  <input type="checkbox"/> COMPREHENSIVE FORM (1973 OCCURRENCE )		<b>10. OTHER PROVISIONS:</b> (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)	
<b>9. COVERAGES</b>	LIABILITY LIMITS IN THOUSANDS \$		<b>11. CLAIMS:</b> Underwrite's representative for claims pursuant to this insurance.
	EACH OCCURRENCE	AGGREGATE	
PREMISES/OPERATIONS  UNDERGROUND & COLLAPSE HAZARD  PRODUCTS/COMPLETED OPERATIONS  CONTRACTUAL  INDEPENDENT CONTRACTORS  _____ _____ _____			
In consideration of the premium charge and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: <b>12. ADDITIONAL INSURED.</b> The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operation and uses performed by or on behalf of the Named Insured. <b>13. CONTRIBUTION NOT REQUIRED.</b> The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.  <b>14 SEPARATION OF INSURED.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.  <b>15. CANCELLATION NOTICE.</b> If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
<b>ENDORSEMENT HOLDER</b>			

### INSURANCE REQUIREMENTS

for Contractors, Vendors, Lessees and Permittees doing business with the City of Los Angeles  
(FOR INFORMATION ONLY - DO NOT RETURN THIS PAGE TO THE CITY)

Name: CONTRACTOR'S NAME Date: \_\_\_\_\_

Agreement/Reference: CONTRACT NUMBER

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

- Workers' Compensation (statutory) / Employer's Liability \$ Statutory
  - Broad Form All States Endorsement  Jones Act
  - Voluntary Compensation Endorsement  \_\_\_\_\_
  - Longshore and Harbor Workers' Compensation Act

- |   |  |
|---|--|
| <input type="checkbox"/> Aircraft Liability \$ _____                      | <input type="checkbox"/> Aviation/Airport Liability \$ _____ |
| <input checked="" type="checkbox"/> General Liability \$ <u>1,000,000</u> | <input type="checkbox"/> Automobile Liability \$ _____       |
| <input type="checkbox"/> Passenger Liability (per seat) \$ _____          | <input type="checkbox"/> Explosion Hazard                    |
| <input type="checkbox"/> Premises and Operations                          | <input type="checkbox"/> Collapse/Underground Hazard         |
| <input type="checkbox"/> Contractual Liability                            | <input type="checkbox"/> Garagekeeper's Legal Liability      |
| <input type="checkbox"/> Independent Contractors                          | <input type="checkbox"/> Hangarkeeper's Legal Liability      |
| <input type="checkbox"/> Products/Completed Operations                    | <input type="checkbox"/> Owned Automobiles                   |
| <input checked="" type="checkbox"/> Broad Form Property Damage            | <input type="checkbox"/> Nonowned/Hired Automobiles          |
| <input checked="" type="checkbox"/> Personal Injury                       | <input type="checkbox"/> Hookup (limited)                    |
| <input type="checkbox"/> Broad Form Liability Endorsement                 | <input type="checkbox"/> _____                               |
| <input type="checkbox"/> Watercraft Liability                             |  |
| <input type="checkbox"/> Incidental Medical Malpractice                   |  |

Professional Liability (Errors and Omissions) \$ \_\_\_\_\_

Discovery period: \_\_\_\_\_

- Property Insurance \$ \_\_\_\_\_  Fine Arts Floater \$ \_\_\_\_\_  Fire Legal Liability \$ \_\_\_\_\_
- \_\_\_\_\_ % Co-insurance  Actual Cash Value  Replacement Value  Agreed Amount
- All Risk Coverage  Boiler & Machinery
- Fire and Extended Coverage  Debris Removal
- Vandalism & Malicious Mischief  Sprinkler Leakage
- Flood \$ \_\_\_\_\_  Windstorm
- Earthquake \$ \_\_\_\_\_  \_\_\_\_\_

Crime Insurance \$ \_\_\_\_\_  
 Comprehensive Dishonesty  Blanket Crime  
Disappearance & Destruction

Fidelity Bond \$ \_\_\_\_\_  
 Blanket Position  Commercial Blanket  \_\_\_\_\_

Owner's Protective Liability \$ \_\_\_\_\_

Ocean Marine Liability \$ \_\_\_\_\_

Ocean Cargo \$ \_\_\_\_\_

Protection & Indemnity

Jones Act

Inchmaree

Running Down Clause

Wharfinger's Liability

Charterer's Legal Liability

Pollution

Ship Repairer's Liability

Notes: \_\_\_\_\_

APPENDIX 5  
CITY'S CHILD SUPPORT ASSIGNMENT ORDERS

- I. City Child Care Policy and Vendor System - On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This Policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child care benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Requested Child Care Policy Information from Vendors - All vendor applicants should complete the "Child Care Declaration Statement" form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the "Declaration Form".
- III. Definition of a Stated Child Care Policy - A "Stated Child Care Policy" is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.

various forms of child care assistance listed on the "Child Care Declaration Statement".

**A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S)** - Group care for children (may range from 12 to 300 children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

**B. EMPLOYER SUBSIDIZED CHILD CARE HOME(S)** - Care for up to twelve children in the home of a licensed caregiver; may include one home or a network of two or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part or all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.

**C. CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** - Employer helps employees pay for child care expenses by reimbursing the employee or his/her child care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g., only reimburse licensed providers); such reimbursement is provided to the employee in addition to other employee benefits.

**D. CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** - System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.

**E. PAID PARENTAL LEAVE** - Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

**F. PURCHASE OF SERVICES FOR EMPLOYEES IN COMMUNITY CHILD CARE PROGRAMS** - Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.

**G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS** - Employer has set up a qualified Dependent Care Assistance Plan under IRS Sections 125 and 129, which allows employees to designate an amount up to \$5,000 per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.

**H. CHILD CARE REFERRAL SERVICES** - A service to employees which provides information, referrals and consultation regarding local child care services (e.g. locations, hours, rates).

presentations, and related activities to provide information and support in such areas as parenting skills; work-family relations, child development, and related topics; may be provided by in-house staff or by contracted service.

**J. COUNSELING ON WORK/FAMILY ISSUES** - Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

**K. START-UP OF A SELF-SUPPORTING CENTER** - Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other cost associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

**L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER** - Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

**M. FLEXIBLE WORK HOURS** - Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.

**N. FLEXIPLACE/WORK-AT-HOME** - Company offers employees the option to work in their own homes; may be available part- or full-time.

**O. PERMANENT PART-TIME/JOB SHARING** - Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

**P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE** - Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

**Q. UNPAID PARENTAL LEAVE** - Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

**R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM** - Company has contributed funds, goods, and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

**CITY OF LOS ANGELES  
 VENDOR CHILD CARE POLICY PROGRAM  
 CHILD CARE DECLARATION STATEMENT**

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children, children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

**Part One**

DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?  
 If YES, please attach a copy

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

**Part Two**

DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?  
 If YES, please check which form(s) of assistance

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

Level I Assistance

- Subsidized company child care center  YES  NO
- Subsidized network of child care homes  YES  NO
- Child care reimbursement in addition to other benefits  YES  NO
- Child care reimbursement in a flexible benefit package  YES  NO
- Paid parental leave  YES  NO
- Purchase of spaces for employees in community child care program(s) (centers of homes)  YES  NO

Level II Assistance

- Salary setaside/flexible spending account funded with employee salary dollars/Section 125  YES  NO
- Child care referral services  YES  NO
- Parenting seminars  YES  NO
- Counseling on work/family issues  YES  NO
- Start-up of a self-supporting center  YES  NO
- Start-up contributions to a "consortium center"  YES  NO

Level III Assistance

- Flexible work hours  YES  NO
- Flex-place/work-at-home  YES  NO
- Permanent part-time/job sharing  YES  NO
- Work-at-home following maternity leave  YES  NO
- Unpaid parental leave  YES  NO
- Donation to enhance child care program  YES  NO

Other: (Describe) \_\_\_\_\_

**I HAVE READ AND COMPLETED:**

(Signed) \_\_\_\_\_

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator, 200 N. Main St., Room 1474, Los Angeles, CA 90012, (213) 485-6997.

Do not write in this space	
Date Filed: _____	Expiration Date: _____

APPENDIX 6  
CERTIFICATION OF LIVING WAGE COMPLIANCE

APPENDIX 6

DECLARATION OF COMPLIANCE

Service Agreement Worker Retention Ordinance and the Living Wage Ordinance

Los Angeles Administrative Code (LAAC) Sections 10.36 et. seq. and 10.37 et. seq. provide that all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three months, or certain recipients of CITY financial assistance, shall comply with all provisions of the Ordinances.

During the performance of this Agreement, the CONTRACTOR or CITY financial assistance recipient certifies that it shall comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinances. The CONTRACTOR shall provide to the CITY a list of all subcontractors and a list of all employees under the agreement within 10 days after execution. The employees' list shall include the name, position classifications and rate of pay for each employee. An updated list shall be submitted by June 30 and December 31 of each year the contract is in effect and upon termination of the contract. In case of a successor service contract, a successor CONTRACTOR shall retain for 90-day transition employment period, employees who have been employed by the terminated CONTRACTOR or its subcontractor, if any, for the preceding 12 months or longer pursuant to Section 10.36.2.

The CONTRACTOR or CITY financial assistance recipient further agrees:

- (a) To pay employees a wage no less than the minimum initial compensation of \$7.25 per hour with health benefits, as described, or otherwise \$8.50 per hour, pursuant to Section 10.37.2(a);
- (b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least ten additional days per year of uncompensated time off pursuant to Section 10.37.2(b);
- (c) To pay as least \$1.25 per hour per employee toward the provision of health benefits for the employees and the dependents pursuant to Section 10.37.3;
- (d) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Credit (EIC) and make available the forms required to secure advance EIC payments from the employer pursuant to Section 10.37.4;
- (e) To permit access to work sites for authorized CITY representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the CITY; and,

APPENDIX 7  
CERTIFICATION OF ADA COMPLIANCE

APPENDIX 7

CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

7. The CONTRACTOR/Borrower/Agency (hereafter CONTRACTOR) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq and its implementing regulations.
8. The CONTRACTOR will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
9. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
10. The CONTRACTOR will require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
11. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

AGREEMENT NUMBER \_\_\_\_\_

CONTRACTOR/BORROWER/AGENCY \_\_\_\_\_

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

APPENDIX 8  
CERTIFICATION OF EQUAL BENEFITS COMPLIANCE

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES • AFFIRMATIVE ACTION  
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
  - 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
  - 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
  - 1. Adhere to the Nondiscrimination Clause above;
  - 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
  - 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
  - 1. Adhere to the Nondiscrimination Clause above;
  - 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
  - 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
  - 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
  - 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
    - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or;
    - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
  - 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
  - 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that \_\_\_\_\_ is hereby  
NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

\_\_\_\_\_, ( ) \_\_\_\_\_  
WORK ADDRESS TELEPHONE

- F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:
  - 1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
  - 2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
  - 3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
  - 4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted:  City Plan;  Company Plan.
  - 5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

_____ COMPANY NAME	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME AND TITLE (TYPE OR PRINT)
_____ CITY, COUNTY, STATE, ZIP	_____ TELEPHONE DATE

Contractor: \_\_\_\_\_ Project Title \_\_\_\_\_ Length of Contract \_\_\_\_\_

Contractor Address \_\_\_\_\_ Work Force as of (Date) \_\_\_\_\_ (If you have no employees, write "No Employees At This Time")

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)

**FOR CONSTRUCTION PROJECTS (L.A. County Only)**

CRAFT	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN / ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER			
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M
Brick Layers																									
Carpenters																									
Electricians																									
Gunite Workers																									
Iron Worker																									
Laborers																									
Operator Engineers																									
Painters																									
Pipe Trades																									
Plasters / Cement Masons																									
Sheet Metal Workers																									
Teamsters																									
Clerical																									
Supervisory																									
TOTAL																									

**FOR NON-CONSTRUCTION PROJECTS**

OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN / ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official & Managers																
Professionals																
Technicians																
Sales Workers																
Office / Clerical																
Semi-Skilled																
Laborers (Unskilled)																
Service Workers																
TOTAL																

Employment Statistics Were Obtained From:  Available Records  Visual Check  Other (Specify) \_\_\_\_\_

**EQUAL EMPLOYMENT PRACTICES PROVISIONS**  
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and  
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

**Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract. Compliance program:
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**AFFIRMATIVE ACTION PROGRAM PROVISIONS**  
**Construction Contracts of \$5,000 or more and**  
**Nonconstruction Contracts of \$100,000 or More**

**Sec. 10.8.4. Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation.
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**  
**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

**Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.**

**1. Construction Contracts Included.**

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority\*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

\*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

**2. Anticipated Utilization.**

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

**3. An Affirmative Action Plan.**

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

**a. Recruit and make efforts to obtain such employees through:**

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

**b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.**

**c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.**

**d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.**

**e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.**

**f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.**

**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
  - a. Recruit and refer minority, women and other employees to such programs;
  - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
  - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
  
5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
  
6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
  - a. What steps were taken, how and on what date.
  - b. To whom those efforts were directed.
  - c. The responses received, from whom and when.
  - d. What other steps were taken or will be taken to comply and when.
  - e. Why the contractor has been or will be unable to comply.
  
7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
  
8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
  
9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
  
10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
  
11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
  
12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
  
13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
  
14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name and Title (Type or Print)

\_\_\_\_\_  
Firm Name

DEC 11 2001 - Continued to December 14, 2001

PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS

SUPPORT Project/Proposal AGENDA ITEM # 1 Date 6/26/01

OPPOSE Project/Proposal Council File # CP - - - -

Phone No. \_\_\_\_\_

Name MORT AZUWA

Address 12528 Vinsona BL

City Studio City Zip Code 91604

Representing SELF

- Applicant  Property Owner(s)  Assoc.  Other
- Appellant  Surrounding Property Owner(s)  Organization

PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS

SUPPORT Project/Proposal AGENDA ITEM # 1 Date JULY 26, 2001

OPPOSE Project/Proposal Council File # \_\_\_\_\_

Comment Name TUI HAYE

Address 1027 E. 27th St.

City L.A., CA Zip Code 90011

Representing \_\_\_\_\_

- Applicant  Property Owner(s)  Assoc.  Other
- Appellant  Surrounding Property Owner(s)  Organization

PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS

SUPPORT  
Project/Proposal

AGENDA  
ITEM #

Date 6/26/01

OPPOSE  
Project/Proposal

Council  
File #

Phone No. (323) 357-6262

Name GENE JACKSON

Address 10950 S. Central Ave

City L-A Zip Code 90059

Representing WLCAC

Applicant

Property Owner(s)

Assoc.

Other

Appellant

Surrounding  
Property Owner(s)

Organization

PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS

SUPPORT  
Project/Proposal

AGENDA  
ITEM # # 1

Date 6/24/01

OPPOSE  
Project/Proposal

Council  
File #

Phone No. (626) 577-3520

Name FERNANDO CALDERON

Address 300 N. LAKE AVE, SUITE 520

City PASADENA Zip Code 91101

Representing GATEWAY SCIENCE & ENGINEERING

Applicant

Property Owner(s)

Assoc.

Other

Appellant

Surrounding  
Property Owner(s)

Organization

**PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS**

SUPPORT Project/Proposal      AGENDA ITEM # 1      Date 6-26-01

OPPOSE Project/Proposal      Council File # \_\_\_\_\_

Name Ellen Beckowitz      Phone No. 310-312-4181

Address 11355 W. Olympic Blvd.

City LA      Zip Code 90064

Representing Infinity Decaux

- Applicant       Property Owner(s)       Assoc.       Other  
 Appellant       Surrounding Property Owner(s)       Organization

**PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS**

SUPPORT Project/Proposal      AGENDA ITEM # 1      Date 6-26-01

OPPOSE Project/Proposal      Council File # \_\_\_\_\_

Name Edmund Hennessy      Phone No. 213 895 7777

Address 516 S. MAIN

City LA      Zip Code 90013

Representing Chrysalis Streetworks

- Applicant       Property Owner(s)       Assoc.       Other  
 Appellant       Surrounding Property Owner(s)       Organization

PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS

SUPPORT Project/Proposal

AGENDA ITEM # 1

Date

June 26, 2001

OPPOSE Project/Proposal

Council File #

00-1003-51

Phone No.

323-256-6432

Name

WALTER BACKSTROM

Address

4317 Mont Eagle Pl

City

LA

Zip Code

90041

Representing

L.A. County Federation of Labor

Applicant

Property Owner(s)

Assoc.

Other

Appellant

Surrounding Property Owner(s)

Organization

PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS

SUPPORT Project/Proposal

AGENDA ITEM # 1

Date

6/26/01

OPPOSE Project/Proposal

Council File #

Phone No.

212-801-9299

Name

EDWARD C. WALLACE

Address

~~905 105th Ave~~ GREENBERG TRACT 16  
200 PARK AVE

City

NY NY

Zip Code

10166

Representing

INFINITY DECAUX

Applicant

Property Owner(s)

Assoc.

Other

Appellant

Surrounding Property Owner(s)

Organization

PLANNING & LAND USE MANAGEMENT COMM. MEETINGS

SUPPORT Project/Proposal AGENDA ITEM # 1 Date 6/26/01

OPPOSE Project/Proposal Council File #

COMMENTS

Phone No. 213-633-6800

Name Alonzo Wickers

Address Davis Wright Tremaine LLP; 865 S. Figueroa, 24th Floor

City LA Zip Code 90017

Representing Coalition of Print Media

- Applicant  Property Owner(s)  Assoc.  Other
- Appellant  Surrounding Property Owner(s)  Organization

PLANNING & LAND USE MANAGEMENT COMM. MEETINGS

SUPPORT Project/Proposal AGENDA ITEM # # Date 6-26-01

OPPOSE Project/Proposal Council File #

COMMENTS

Phone No (661) 294-3021

Name DUKE TALAMANTES

Address 200 E. WASHINGTON BLVD

City LIA CA Zip Code

Representing LA OPINION NEWSPAPER

- Applicant  Property Owner(s)  Assoc.  Other
- Appellant  Surrounding Property Owner(s)  Organization

**PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS**

SUPPORT Project/Proposal      AGENDA ITEM # 1      Date 6/26/01

OPPOSE Project/Proposal      Council File # \_\_\_\_\_

COMMENTS \_\_\_\_\_ Phone No. 818-713-3128

Name RON WOLFE

Address 21221 OXNARD ST.

City WOODLAND HILLS      Zip Code 91367

Representing DAILY NEWS - PRINT COALITION

Applicant       Property Owner(s)       Assoc.       Other

Appellant       Surrounding Property Owner(s)       Organization

**PLANNING & LAND USE MANAGEMENT COMMITTEE SPEAKERS**

SUPPORT Project/Proposal      AGENDA ITEM # 1      Date 6-26-01

OPPOSE Project/Proposal      Council File # \_\_\_\_\_

COMMENTS \_\_\_\_\_ Phone No. 909-590-0744

Name GERRY MARNIEN

Address 12971 YORBA AVE CHINO

City CHINO      Zip Code 91710

Representing LOS ANGELES TIMES

Applicant       Property Owner(s)       Assoc.       Other

Appellant       Surrounding Property Owner(s)       Organization

PLANNING & LAND USE MANAGEMENT COMM. PUBLIC SPEAKERS

SUPPORT  
Project/Proposal

AGENDA  
ITEM #

Date

OPPOSE  
Project/Proposal

Council  
File #

COMMENTS

Phone No.

Name

Address

City

Zip Code

Representing

Applicant

Property Owner(s)

Assoc.

Other

Appellant

Surrounding  
Property Owner(s)

Organization

PLANNING & LAND USE MANAGEMENT COMM. PUBLIC SPEAKERS

SUPPORT  
Project/Proposal

AGENDA  
ITEM #

Date

OPPOSE  
Project/Proposal

Council  
File #

Phone No.

Name

Address

City

Zip Code

Representing

Applicant

Property Owner(s)

Assoc.

Other

Appellant

Surrounding  
Property Owner(s)

Organization

CITY OF LOS ANGELES SPEAKER CARD

Date: 7/10/01

Council File No., Agenda Item, or Case No.: 9

I wish to speak before the PUBLIC WORKS COMMITTEE
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: PETER KELLY

Business or Organization Affiliation: KELLY LYON & WANN

Address: 1900 Ave of Stars #1450 LA CA 90007
Street City State Zip

Business phone: 310/277- Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [X] #323

Client Name: INFINITY DECAUY Phone #: 216 7206

Client Address: 1731 WORKMAN CA CA 90067
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

#9

Date:

Council File No., Agenda Item, or Case No.:

I wish to speak before the City Council Public Works Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal
( ) Against proposal
( ) General comments

Name: EDWARD C. WALLACE

Business or Organization Affiliation: GREENBERG TRAVEL

Address: 200 Park Ave NY NY 10025
Street City State Zip

Business phone: 212-801-9299 Representing: JC DECAUY + INFINITY DECAUY

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ] 64-0990

Client Name: JC Decauy Phone #: 212 81-

Client Address: 233 Park So NY NY 10003
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKERS BOARD

#9

Date: 7/10/01

Council File No., Agenda Item, or Case No.: 00-1073

I wish to speak before the PUBLIC WORKS COMMITTEE
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? [X] For proposal
( ) Against proposal
( ) General comments

Name: HERD M. FRANCO, JR.

Business or Organization Affiliation: CENTRAL CITY ASSOCIATION

Address: 6006 S. OLIVE ST. LA CA 9004
Street City State Zip

Business phone: 213/604-1213 Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

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CITY OF LOS ANGELES SPEAKERS BOARD

#9

Date: 7/10/2001

Council File No., Agenda Item, or Case No.: 00-1073

I wish to speak before the PUBLIC WORKS COMMITTEE
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal
[X] Against proposal
( ) General comments

Name: JOHN BUROWITZ

Business or Organization Affiliation: TAIKO U.S.A.

Address: 3451 S. MAIN ST. L.A CA 90007
Street City State Zip

Business phone: 323/232-6688 Representing: TAIKO U.S.A.

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CITY OF LOS ANGELES SPEAKERS BOARD

Date

7-10-01

Council File No., Agenda Item, or Case No.

#9

I wish to speak before the

Public Works Committee

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal

( ) Against proposal

(x) General comments

Name: Sue Laris

#9

Business or Organization Affiliation:

(Coalition of Print Media) - L.A. Downtown News

Address:

1264 W. 15th St. L.A. 90026

Street

City

State

Zip

Business phone:

213-496-1448

Representing:

L.A. Downtown News

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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CITY OF LOS ANGELES SPEAKERS BOARD

Date

7/10/01

Council File No., Agenda Item, or Case No.

9

I wish to speak before the

PUBLIC WORKS COMMITTEE

Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal

(x) Against proposal

( ) General comments

Name: MORT ALLEN

Business or Organization Affiliation:

Address:

12528 Ventura Blvd Studio City CA 91604

Street

City

State

Zip

Business phone:

NR 769-4444

Representing:

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name:

Phone #:

Client Address:

Street

City

State

Zip

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CITY OF LOS ANGELES SPEAKERS BOARD

Date: JULY 10, 2001

Council File No., Agenda Item, or Case No.: 9

I wish to speak before the PUBLIC WORKS COMMITTEE
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal (X) Against proposal (X) General comments

Name: GERRY MARNIEN

Business or Organization Affiliation: LOS ANGELES TIMES

Address: 13971 YORBA AVE CHINO CA 91710
Street City State Zip

Business phone: 909-590-0744 Representing: LOS ANGELES TIMES

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

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CITY OF LOS ANGELES SPEAKERS BOARD

Date: 7/10/01

Council File No., Agenda Item, or Case No.: 9

I wish to speak before the PUBLIC WORKS
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? ( ) For proposal ( ) Against proposal (X) General comments

Name: DUKE TALAMANTES

Business or Organization Affiliation: LA OPINION NEWSPAPER

Address: 200 E. WASHINGTON LA 90015
Street City State Zip

Business phone: (213) 896-2232 Representing: COALITION PRINT MEDIA

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: Phone #:

Client Address: Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date: July 10, 2001

Council File No., Agenda Item, or Case No. #9

I wish to speak before the Public Works Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?
Name: Amy Forbes

Business or Organization Affiliation: Gibson, Dunn + Crutcher

Address: 333 S. Grand Ave LA, CA 90071

Business phone: 213-229-7151 Representing: Adshel

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [X]

Client Name: Adshel Phone #: 212-755-8282

Client Address: [Blank] Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson. [checkmark]

CITY OF LOS ANGELES SPEAKER CARD

Date: 7-10-01

Council File No., Agenda Item, or Case No. Item No. 9

I wish to speak before the Public Works Cmte.
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda?
Name: Alonzo Wickers

Business or Organization Affiliation: Davis Wright Tremaine LLP

Address: 865 S. Figueroa St., Suite 2400 LA CA 90017

Business phone: 213 633 6865 Representing: Coalition of Print Media

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [ ]

Client Name: [Blank] Phone #: [Blank]

Client Address: [Blank] Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKERS BOARD

Date 7-10-01

Council File No., Agenda Item, or Case No. 9

I wish to speak before the Public Works Committee
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? [X] For proposal
[ ] Against proposal
[ ] General comments

Name: Ellen Berkowitz

Business or Organization Affiliation: Marath Phelps + Phillips

Address: 11355 W. Olympic Blvd. LA 90064
Street City State Zip

Business phone: 310-312-4181 Representing: Intimidy Decaux

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: [X]

Client Name: Intimidy Decaux Phone #:

Client Address:
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKERS BOARD

Date 7/10/01

Council File No., Agenda Item, or Case No. 9

I wish to speak before the PUBLIC WORKS
Name of City Agency, Department, Committee or Council

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? [ ] For proposal
[X] Against proposal
[X] General comments

Name: Ron Wolfe

Business or Organization Affiliation: DAILY NEWS OF LOS ANGELES - PRINT COALITION

Address: 21221 Oxnard St. Woodland Hills CA 91367
Street City State Zip

Business phone: 818-713-3128 Representing: PRINT COALITION

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Client Name: Phone #:

Client Address:
Street City State Zip

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22

PLANNING AND LAND USE MANAGEMENT COMMITTEE  
Report/Communication for Signature

Council File Number 00-1073-8S1

Committee Meeting Date 6-26-01

Council Date ~~7-18-01~~ 7-20-01

COMMITTEE MEMBERS	YES	NO	ABSENT
COUNCILMEMBER BERNSON, Chair	✓		
COUNCILMEMBER MISCIKOWSKI	✓		
COUNCILMEMBER HERNANDEZ	✓		

Remarks Coordinated Street Furniture Prog.

John A. White, Legislative Assistant ♦♦♦♦ Telephone 485-5707

PUBLIC WORKS COMMITTEE  
Report/Communication for Signature

Council File Number: 00-1073-8S1

Committee Meeting Date: 7-10-01

Council Date: 7-20-01

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Wachs, Chair	✓		
Councilmember Padilla	✓		
Councilmember Perry	✓		

Approve as amended  
Remarks City of L.A. Coordinated Street Furniture Program

Barbara Greaves, Legislative Assistant Telephone 978-1072

2 Reports on file

Friday Council Agenda # 9 - 7/20/01



**SOUTHERN CALIFORNIA TRANSIT ADVOCATES**  
*Public Transit Policy, Analysis, Advocacy and Education*

In re Council files 00-1073, 00-1073-S1 - Please share this communication with all 15 Council offices.

July 17, 2001

Los Angeles City Council  
attn: John White

Dear Mr. White:

Regarding the process for streetscape furniture, transit shelters, etc. on behalf of our members I wish to make the following recommendations to the City Council:

A review of the two proposals, consultant Anna Apostolos' report and the Request For Proposal be undertaken by:

- Councilmember staffs
- Dept. of Information Technology
- MTA
- LADOT
- any other transit agencies operating service with the city of Los Angeles
- the transit riding public

Further the proposals, particularly regarding transit shelters and transit vehicle monitoring display systems, should be referred to for review by:

- Transportation Commission
- LADOT
- Dept. of Information Technology

A joint report on the transit shelter bus monitoring display components of the proposals be prepared by the Departments of Transportation, Information Technology and Public Works.

City Council instruct the city negotiators to have NEXTBUS or better bus monitoring technology be in any agreement reached for eventual installation at every transit shelter along with provision for upgrades or replacement over the 20 year term of the contract; and that MTA, LADOT, and any other bus operator operating within the city be consulted regarding the bus monitoring displays. Also city staff contact the appropriate departments in San Francisco, Glendale and MTA (which has NEXTBUS installed along Ventura Blvd. at Metro Rapid stops) regarding any "lessons learned" these jurisdictions (and perhaps others) can share from implementing bus monitoring display systems.

We are most eager to share our perspectives regarding these issues. Thank you.

Respectfully,

*Dana Gabbard*  
Dana Gabbard  
Executive Secretary

cc: SO.CA.TA Archives

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.

CITY OF LOS ANGELES  
CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
• Council File Information - (213) 485-5703  
General Information - (213) 485-5705  
Fax: (213) 847-0636  
Fax: (213) 485-8944

HELEN GINSBURG  
Chief, Council and Public Services Division

00-1073-S1

June 26, 2001

PLANNING & LAND USE MANAGEMENT COMMITTEE  
PUBLIC WORKS COMMITTEE  
ARTS, HEALTH & HUMANITIES COMMITTEE

In accordance with Council Rules, communication from the Chief  
Legislative Analyst relative to Coordinated Street Furniture  
Program - Selection of Proposer, was referred on June 26, 2001, to  
the PLANNING & LAND USE MANAGEMENT COMMITTEE, PUBLIC WORKS  
COMMITTEE and ARTS, HEALTH & HUMANITIES COMMITTEE.

*J. Michael Carey*  
City Clerk  
amm



CF 00-1073-S1  
i:\#001073.lab

Mort Allen  
12528 Ventura Bl.  
Studio City, CA 91604

Ellen Berkowitz  
11355 W. Olympic Blvd.  
Los Angeles, CA 90064

Fernando Calderon  
300 N. Lake Ave., Ste. 520  
Pasadena, CA 91101

Amy Forbes  
333 S. Grand Ave.  
Los Angeles, CA 90071

Fictor Franco, Jr.  
606 S. Olive St.  
Los Angeles, CA 90014

John Gurowitz  
Taiko U.S.A.  
3451 S. Main St.  
Los Angeles, CA 90007

Tut Haye  
1027 E. 27<sup>th</sup> St.  
Los Angeles, CA 90011

Edmund Hennessy  
516 S. Main St.  
Los Angeles, CA 90013

Gene Jackson  
10950 S. Central Ave.  
Los Angeles, CA 90059

Peter Kelly  
1900 Avenue of the Stars, #1750  
Los Angeles, CA 90067

Dave Lack  
18 Centepointe  
La Palma, CA 90623

Sue Laris  
1264 W. 1<sup>st</sup> St.  
Los Angeles, CA 90026

Gerry Marnien  
13971 Yorba Ave.  
Chino, CA 91710

Duke Talamantes  
200 E. Washington Blvd.  
Los Angeles, CA

Edward Wallace  
200 Park Ave.  
New York, NY 10025

Alonzo Wickers  
Davis Wright Tremaine LLP  
865 S. Figueroa St., 24<sup>th</sup> Floor  
Los Angeles, CA 90017

Ron Wolfe  
21221 Oxnard St.  
Woodland Hills, CA 91367

**From:** Jeffrey Moea  
**To:** Barbara Greaves  
**Date:** 7/11/01 11:28AM  
**Subject:** Fwd: Street Furniture

The item number should read 001073-S1.

Jeff Moea Catalano  
Senior Legislative Deputy  
Council District 9  
213 473-2305

**From:** Jeffrey Moea  
**To:** Alan Alietti  
**Date:** 7/11/01 9:59AM  
**Subject:** Street Furniture

As Chair of the Arts, Health and Humanities Committee, Council member Jan Perry would like to waive consideration on item 001073. Please schedule to Council.

Thank you,  
Jeff Moea Catalano  
Senior Legislative Deputy  
213 473-2305

**CC:** Jan Perry

J. MICHAEL CAREY  
City Clerk

CITY OF LOS ANGELES  
CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

Office of the  
CITY CLERK  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705

When making inquiries  
relative to this matter  
refer to File No.

CF 00-1073-S1  
(file transmitted)

July 6, 2001

Joel Wachs, Chairperson  
Public Works Committee  
Attn: Barbara Greaves

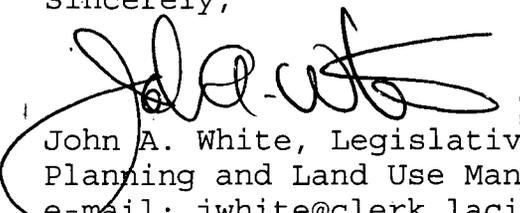
At its meeting held June 26, 2001, the Planning and Land Use Management Committee considered a June 22, 2001 Chief Legislative Analyst (CLA) report to Council (attached to Council File) relative to the Board of Public Works' selection of a contractor for the City of Los Angeles Coordinated Street Furniture Program. At that time, the Committee recommended that Council approve the CLA's recommendations. The Committee further recommended that Council instruct the Director, Bureau of Street Services and the CLA to include in its negotiations and final recommended contract provisions to:

1. Provide for funding to be dedicated for City inspectors to enforce contract provisions, regular maintenance, and other regulations pertaining to the placement, use, and operation of street furniture.
2. Ensure all street furniture advertising (where permitted) is in compliance with applicable specific plan and historic district area guidelines. The final contract shall include sufficient flexibility to allow for the control of the quantity of street furniture advertising in accordance with specific or community plan requirements or other applicable standards.
3. Include input from the local community on street furniture style and color to maximize street furniture consistency with the surrounding community.
4. Prohibit all free-standing advertising.
5. Resolve, in consultation with representatives of the news publishing industry, First Amendment issues regarding newspaper display rights and other related news stand issues raised at the June 26, 2001 Planning and Land Use Management Committee hearing.

6. Include collective bargaining provisions for street furniture employees.

Pursuant to the multiple referral of this matter, the subject Council File is hereby transmitted to the Public Works Committee for your consideration.

Sincerely,



John A. White, Legislative Assistant  
Planning and Land Use Management Committee, 213.978.1068  
e-mail: [jwhite@clerk.lacity.org](mailto:jwhite@clerk.lacity.org)

cc: Arts, Health, and Humanities Committee  
Attn: Alan Alietti

#001073.ltr\*

CF 00-1073-S1  
i:\#001073.lab

Mort Allen  
12528 Ventura Bl.  
Studio City, CA 91604

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Davis Wright Tremaine LLP  
865 S. Figueroa St., 24<sup>th</sup> Floor  
Los Angeles, CA 90017

Ron Wolfe  
21221 Oxnard St.  
Woodland Hills, CA 91367



## Davis Wright Tremaine LLP

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 865 SOUTH FIGUEROA STREET  
 LOS ANGELES, CA 90017-2566

TEL (213) 633-6800  
 FAX (213) 633-6899  
 www.dwt.com

July 17, 2001

### VIA HAND DELIVERY

Mr. John A. White  
 Legislative Assistant  
 Planning and Land Use Management Committee  
 City Hall  
 Los Angeles, California 90012

Re: Street Furniture Plan -- Modular Newsracks

Dear Mr. White:

On behalf of the Coalition of Print Media, I thank you for the opportunity to clarify the Planning and Land Use Management Committee's June 26, 2001 recommendations concerning the City of Los Angeles Coordinated Street Furniture Plan. Specifically, we respectfully request that the July 6, 2001 summary of the Committee's recommendations be revised: (1) to refer to "modular newsracks" rather than "newsstands"; and (2) to explicitly reflect the Committee's recommendation that modular newsracks be "separated" -- in other words, removed -- from the Street Furniture Plan.<sup>1</sup>

First, as the attached transcript of the June 26th hearing reveals, the concerns raised by the Coalition and addressed by the Committee related to modular newsracks, rather than newsstands. In the newspaper industry, the term "newsstand" refers to a retail establishment that sells a wide variety of newspapers and magazines. A modular newsrack, by contrast, is a small sidewalk-mounted enclosure that houses several different coin-operated or free newspaper boxes. At the hearing, several Coalition members detailed their objections to the incorporation of modular newsracks into the Street Furniture Plan. (See Transcript at 3-8.) At the end of the Committee's discussion, then-Councilmember Hernandez addressed the Coalition's objections. When he moved that the Committee adopt the Coalition's position on modular newsracks, however, Councilmember Hernandez inadvertently used the term "newsstands" rather than

---

<sup>1</sup> For your convenience, a copy of the July 6th summary is attached to this letter as Exhibit A. A copy of a transcript of the June 26th hearing is attached as Exhibit B.



Mr. John A. White  
July 17, 2001  
Page 2

“newsracks.” Because the hearing related to modular newsracks -- indeed, there was no mention of newsstands -- we ask that summary be revised to clarify that the Committee’s recommendation related to modular newsracks, not newsstands.

Second, the Coalition requests that the summary be revised to reflect the Committee’s express recommendation that the modular newsracks be “separated” from the Street Furniture Plan. The July 6, 2001 summary of the PLUM Committee’s recommendations, which were later endorsed by the Public Works Committee, suggested that the PLUM Committee instructed the Bureau of Street Services and Chief Legislative Analyst to “[r]esolve, in consultation with representatives of the news publishing industry, First Amendment issues regarding newspaper display rights and other related news stand issues raised at the June 26, 2001 Planning and Land Use Management Committee hearing.” We do not believe that this accurately summarizes the PLUM Committee’s recommendation. Page 25 of the transcript is illuminating:

Miscikowski: I - I will move approval of the recommendation of the CLA brought forward today.

Hernandez: Yeah, but on the condition we separate newsstands. I didn’t notice an L.A. Times reporter here but I know the story will come out so -

Miscikowski: Yes, no, with that recommendation that we separate and make the newsstand a -

Bernson: And also if we separate freestanding advertisement.

Miscikowski: And, right, and instructions to negotiate out -

Bernson: I - I’m opposed to that, I want that part of the record, okay? Okay, very good, that’ll be the record then. Thank you very much.

As the transcript shows, Councilmembers Bernson, Miscikowski, and Hernandez recommended that the both free-standing advertising and newsracks be removed from the Street Furniture Plan. While the July 6th summary accurately noted the PLUM Committee’s recommendation that free-standing advertising be “prohibit[ed],” the summary was much less clear about the Committee’s recommendation concerning newsracks. Because the Committee recommended that both free-standing advertising and newsracks be “separated” from the Street Furniture Plan, we request that the summary be revised to accomplish this by clarifying that modular newsracks also should be removed from the Plan.



Mr. John A. White  
July 17, 2001  
Page 3

We appreciate your attention to these important matters. If we can provide you with additional information, or if you have any questions or concerns, please do not hesitate to call Darlene Kuba or me.

Very truly yours,

A handwritten signature in black ink that reads "Alonzo Wickers IV".

Alonzo Wickers IV on behalf of

Coalition of Print Media  
Daily News of Los Angeles  
Investor's Business Daily  
LA Weekly  
Los Angeles Downtown News  
Los Angeles Times  
Lozano Enterprises, a California  
Partnership dba La Opinion  
New Times Los Angeles  
New York Times  
USA Today  
Wall Street Journal

ABW:cps

cc: City Councilmember Hal Bernson  
City Councilmember Cindy Miscikowski  
Darlene Kuba



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Council File Information - (213) 485-5703  
General Information - (213) 485-5705

RICHARD J. RIORDAN  
MAYOR

CF 00-1073-S1  
(file transmitted)

July 6, 2001

Joel Wachs, Chairperson  
Public Works Committee  
Attn: Barbara Greaves

At its meeting held June 26, 2001, the Planning and Land Use Management Committee considered a June 22, 2001 Chief Legislative Analyst (CLA) report to Council (attached to Council File) relative to the Board of Public Works' selection of a contractor for the City of Los Angeles Coordinated Street Furniture Program. At that time, the Committee recommended that Council approve the CLA's recommendations. The Committee further recommended that Council instruct the Director, Bureau of Street Services and the CLA to include in its negotiations and final recommended contract provisions to:

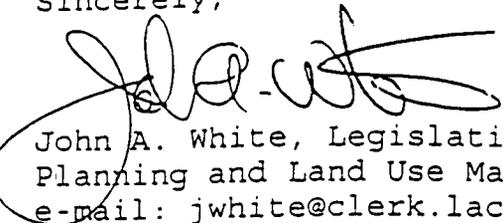
1. Provide for funding to be dedicated for City inspectors to enforce contract provisions, regular maintenance, and other regulations pertaining to the placement, use, and operation of street furniture.
2. Ensure all street furniture advertising (where permitted) is in compliance with applicable specific plan and historic district area guidelines. The final contract shall include sufficient flexibility to allow for the control of the quantity of street furniture advertising in accordance with specific or community plan requirements or other applicable standards.
3. Include input from the local community on street furniture style and color to maximize street furniture consistency with the surrounding community.
4. Prohibit all free-standing advertising.
5. Resolve, in consultation with representatives of the news publishing industry, First Amendment issues regarding newspaper display rights and other related news stand issues raised at the June 26, 2001 Planning and Land Use Management Committee hearing.



6. Include collective bargaining provisions for street furniture employees.

Pursuant to the multiple referral of this matter, the subject Council File is hereby transmitted to the Public Works Committee for your consideration.

Sincerely,



John A. White, Legislative Assistant  
Planning and Land Use Management Committee, 213.978.1068  
e-mail: [jwhite@clerk.lacity.org](mailto:jwhite@clerk.lacity.org)

cc: Arts, Health, and Humanities Committee  
Attn: Alan Alietti

#001073.1cr



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**TRANSCRIPT OF CITY COUNCIL HEARING**  
**PLANNING AND LAND USE MANAGEMENT COMMITTEE**

Bernson: If everybody will take a seat, we'll try to get started. The Planning – Planning and Land Use Management Committee of the City of Los Angeles is now in session. Could we ask everybody, please sit down – and – and try to be as quiet as possible. In fact, try to be quiet. I'm Councilmember Bernson. We have Councilmembers Miscikowski and Hernandez here with us, and I don't know if we have any continuations. If we do, we'll take those first, yeah, Item No. 3 is gonna be continued for two weeks. Do we have any cards in opposition on Item Number 6?

Male Voice: I have a card for Number 6.

Bernson: Is it in opposition?

Male Voice: I don't know.

Bernson: Bring it over, let me take a look at it.

Male Voice: [inaudible] Someone submitting a [inaudible] in support.

Bernson: Oh, in support? Okay. Benjamin Fisk, do you have any objection to this being approved by consent, Item Number 6?

Fisk: Not at all.

Bernson: Okay, without objection, that will be the order. Do we have any cards in opposition on Item Number 7?

Male Voice: No, sir.

Female Voice: Oh, that's [inaudible].

Male Voice: [inaudible] Item Number 7 [inaudible].

Bernson: Okay, very good.

Female Voice: Well, that's good.

Bernson: Okay, without objection – you had – anybody want to – do we need to call that special?

Female Voice: [inaudible] lawsuit, we need to have –

Bernson: Okay, we'll – we need to call that special 'cause it's a lawsuit, okay, very good. Okay, getting down to the nitty-gritty.

Male Voice: Thank you.

Bernson: Item Number 1. Chief Legislative Analyst to report relative to the Board of Public Works Section of Contractors, the City of Los Angeles Coordinating Street Furniture Program. Excuse me one second. Do we have any cards in opposition to Item Number 2?

Male Voice: No, sir.

Bernson: Oh, yes, we do, we have a card in opposition, we have to call it special.

Male Voice: [inaudible]

Bernson: Okay, very good. Chief Legislative Analyst to report relative to the Board of Public Works Section, Selection of the Contractor for the City of Los Angeles Coordinated Street Furniture Program. Please give us a staff report on that.

Ozawa: I'm Lynn Ozawa from the Chief Legislative Analyst's office. On June 22nd the Board of Public Works approved a joint report of the Bureau of Street Services and Contract Administration recommending that Infinity Decaux be selected as the – to nego – that the City negotiate a contract with them, and that if a contract can't be agreed upon within sixty days, that the City would then negotiate with Adshell, Inc. The City issued an RFP back in February of 2001, and we got two respondents to the RFP, Infinity Decaux and Adshell. Both provided excellent proposals; however, the evaluation team believed that the Infinity Decaux proposal was superior, and that's why the recommendation was made to negotiate with Infinity Decaux first. When this matter came before the Board of Public Works, Adshell brought some allegations to the Board regarding some legal issues regarding J. C. Decaux which is one of the joint venture partners.

Bernson: Um-hum.

Ozawa: And the City Attorney and staff did an extensive review of the documentation that was brought forward; in fact, the City Attorney hired an independent law firm that specializes in international law to investigate the allegations that were brought forth. The bottom line is, is that O'Melveny –

Bernson: You mean, hired Interpol, huh?

Ozawa: No, not quite, but they hired O'Melveny & Myers.

Bernson: Oh.

Ozawa: And O'Melveny subcontracted with another French firm that is very knowledgeable about French law, and the bottom line is that there was no reason for the City –

Bernson: In France you're guilty 'til proven innocent, you know.

Ozawa: [Laughter] That's not what we're told.

Bernson: Okay.

Ozawa: Yeah, we're told that even if you have a conviction at the lower level court, that if it's on appeal, it's not a conviction on your record until all appeals are exhausted. Adshell's allegation was that Infinity Decaux did not fill out the City's bidder responsibility form correctly, because there were – there wasn't a – there was a conviction at a lower level court in France which was on appeal, and because of that they felt that they should have responded that there was a conviction on their record. However, O'Melveny verified that it's true that in France it's not a conviction on your record until appeals are all exhausted. So staff recommends that you approve the recommendations of the Board of Public Works.

Bernson: Okay. Very good. Do you have anything to add to that? Any questions, members of the Committee?

Female Voice: I have a number of questions but I think we may hold a public hearing first.

Bernson: Okay, why don't we do that. We'll take those who are either – all those who are – say they want to comment, I'll presume are in opposition so I'll take them with that group 'cause we have five cards that say comment, and we only have three or four that say oppose. But we'll get started; we'll ask everybody to keep their comments brief, concise and limit your comments to two minutes, please. I'm gonna call you up three at a time. Gerry Marnien, Alonzo Wickers and Ron Wolfe. Will they please come forward and give us your comments. Gentlemen, can you give them that microphone?

Marnien: I can just scoot over, that's fine.

Bernson: Okay, sure.

Marnien: Good afternoon, my name is Gerry Marnien, with the Los Angeles Times.

Bernson: Good morning, Gerry.

Marnien: And I'm – I'm here as part of the coalition of print media who oppose just a certain element of the RFP dealing with the newsracks or modular newsracks. Just for the record, I'd like to list the names of the coalition, the members of the coalition, which include The Los Angeles Times, The L.A. Daily News, La Opinion, New York Times, Wall Street Journal, Investors Business Daily, New Times, L.A. Weekly, and Downtown News.

Bernson: And if we disapprove this thing we can get rid of the whole – all the media, right?

Marnien: [Laughter] Well, there's – others –

Bernson: Can't believe the L.A. Free Press.

[Laughter.]

Bernson: Go ahead.

Marnien: But anyway, we would like to recommend, or request the recommendation of the Committee, to remove just that portion which is very small in concept or scope with – with the entire RFP, on several grounds or issues that my colleagues will – will go into more details in – in – later on, but particularly dealing with constitutional as well as effective distribution of our product in reaching our readers. So I'd like to just turn it over –

Bernson: Okay, Mr. Wickers.

Wickers: Thank you. The U.S. Supreme Court has made clear that the First Amendment protects publishers' right to distribute their publications to readers through newsracks on the public sidewalks.

Bernson: Um-hum.

Wickers: And thus; the modular newsrack portion of this contract, which is a very small portion of – of the contract, raises serious constitutional issues that are simply not present with the portions of the contract relating to public toilets, to transit shelters or to kiosks.

Bernson: Well, how does it involve the First Amendment relating to papers?

Wickers: Because the First Amendment protects the publishers' right not only to publish their newspapers, but also to distribute their newspapers to their readers using newsracks on public thoroughfares and –

Bernson: Does this – does this ordinance stop that?

Wickers: What – what happens through this ordinance is that in order to exercise their right to distribute their newspapers to the public, they are being forced in certain areas to distribute their papers through these modular newsracks.

Bernson: In other words, in areas where these modular newsracks are.

Wickers: Correct.

Bernson: Other than that, they can distribute them any way they wish, right?

Wickers: We are working with the City Attorney's office on a new City ordinance relating more broadly to newsracks across the City. Our concern today here is limited to the modular newsracks, and in – in particular –

Bernson: You answered my question.

Wickers: Thank you.

Miscikowski: Can I – can I just ask a question?

Wickers: Sure.

Miscikowski: Would – would the news media have an objection if this was not a required element of the street furniture but an optional one to be allowed where there was agreement in certain areas, and I'm thinking in areas like where we have specific plans, like where we have some special control districts where we might try a pilot asking everyone to come together voluntarily, but not making it a mandate.

Wickers: We are not unilaterally opposed to the modular newsracks, and I think that you raise a very good point. Between the lawyers and the publishers involved in our coalition, we have experienced with a fair number of other cities . . .

Bernson: Unholy alliance, you realized that, okay?

[Laughter.]

Miscikowski: Lawyers and the news media.

Wickers: We have a fair amount of experience with other cities.

Bernson: You realize who you're aligning yourself with, right?

[Laughter.]

Wickers: The cities where we have seen modular newsrack programs that have been more effective have been those where they have been characterized by

cooperation between the City and the publishing community. And you know, we – we would certainly be willing to work with the City as we are working with them now on the broader newsrack ordinance on certain pilot programs. In fact, the MTA stations right now have a program to put in modular units in some of those stations where there's very heavy traffic. Our primary concern, as I said, is that this contract would require publishers to distribute in these modular racks that have advertising on – on the back of them. And that advertising raises compelled speech issues because, in order to exercise that constitutional right to distribute their publications, the publishers are being forced to be linked with advertisers.

Bernson: There's going to be advertising in the other newspapers.

Wickers: There is advertising in newspapers but there is ...

Bernson: Not always the same, you know.

Wickers: Not always the same but courts have been very skeptical when cities mandate that newspapers be required to have their publications' distribution be linked to certain advertisers.

Bernson: That's – then that's the basis – the basis of objection is being linked with the advertisement, number one, and the displacement or requirement to utilize their racks where they – where they are going to be placed. Is those – those are the two main objections, so that we can encapsulize this?

Wickers: That's the primary legal objection, and just to point out the other cities like San Francisco have seen years of litigation arising in part because of these issues, and we certainly want to work with the City to – to avoid that prospect.

Miscikowski: Has – has the litigation in San Francisco been resolved or is it still?

Wickers: Still going.

Miscikowski: But the – but the newsracks are there, right?

Bernson: Okay, why don't we call ...

Wickers: There are a few out but they're not ...

Bernson: Why don't we call Mr. Wolfe. We gotta hear from the Valley. The Daily New – the Valley speaks. Go ahead.

Wolfe: The Valley speaks. Thank you. I'm Ron Wolfe with the Los Angeles Daily News and my first comment addresses the questions you have here.

Male Voice: Can you move the microphone closer, please?

Wolfe: Microphone closer, that better? Okay, sorry. This is an issue I believe that can be worked out between the cities and the publishers and not necessarily through a third vendor. It – it has been done successfully in other areas as Al mentioned. There are a few other provisions within the RFP that we have some concerns about, and one is that the vendors have to display previous experience in maintaining public toilets but there are no requirements for any kind of experiences re – in regards to the maintenance of newsracks. First phase also calls for 100 locations, and as we go forward down the road, we're looking at another 200 and another 300. So it's not – it's something that we would like to see –

Bernson: Would you have an objection to what was recommended by Ms. Miscikowski?

Wolfe: Working with the City?

Bernson: Working with the City [inaudible].

Wolfe: Absolutely not. I – I – that's – that is something that we want to do.

Miscikowski: On a pilot situation.

Bernson: Pilot basis, yeah [inaudible].

Miscikowski: What I envision are two things. One, as is indicated, there is a newsrack ordinance being planned city-wide that I think –

Wolfe: Correct.

Miscikowski: We need to follow up on. But in addition to that, I think we are looking in certain areas of the City to see whether or not a pilot of a different type, whether it might be one modular unit for a number of news vendors, might be able to be put forward –

Wolfe: It's our – it's our understanding that the – the first area that the City wants to target is the historic district down here, and there really is, as far as I'm concerned, and I think speaking for the coalition, you know, working directly with the City is fine. It's – it's working with a third vendor on this thing that, you know, where we end up being restricted –

Bernson: In other words, if there was a mutual agreement between the City and the publishers, then that would be acceptable, is that correct?

Wolfe: Correct.

Bernson: Is that what you're saying? Okay.

Miscikowski: And I think particularly on a pilot –

Bernson: Yeah.

Miscikowski: Project basis.

Bernson: Okay, well let's – we're just gonna go ahead now and hear the rest of the testimony. Thank you all for your testimony.

Wolfe: Alright, thank you.

Bernson: We'll call Duke Talamontez and Dave Lack and Amy Forbes, I believe this is? I can't –

Female Voice: Forbes.

Bernson: Forbes, okay, please.

Talamontes: Hi, how are you? My name is Duke Talamontes. I represent the Los – La Opinion and I'm here on sup – support and the voice for the print media – media coalition, and I just kind of wanted to say also a lot of the things that have been said already, but kind of reiterate a few things that the La Opinion pretty much is independently reliant on single copy resale of their distribution methods, and primarily through the RFP, what it's calling for with – with the modular newsracks and placement of those locations, we are pretty much mandated to – to be placed where the City directs us to be at, and that might be – and some of the provisions in that might be minimizing the exposure that we possibly could have which could hurt our – our circulation, our points of interest –

Bernson: But you heard the – you heard the comments were made –

Talamontes: Yes, I did.

Bernson: And that – and that would be satisfactory to you?

Talamontes: Right, definitely would be willing to work with the City in all – all areas and it's not a problem there.

Bernson: Thank you. Mr. Lack?

Lack: Ah, yes, I'm – I'm Dave Lack, I repre – represent USA Today and we just are here to lend our support to the local publications and we agree with their position and we are also willing to work directly with the City.

Bernson: Okay, very good. Thank you. Amy Forbes?

Male Voice: [inaudible] move that way.

Forbes: I'll move over.

Bernson: Yeah.

Forbes: I'm Amy Forbes, I'm a partner at Gibson, Dunn & Crutcher, and I'm here today representing Adshell, who's the other bidder on the contract before you, and I wanted to express our concern, it – I think the staff highlighted what the issue is but didn't go into detail, having to do with prior criminal convictions of J.C. Decaux Company in France, and not just – we believe it's – a big part of this is how they filled out the bidder responsibility form, but also what is or did take place in France. The City in fall of 2000 implemented and adopted a very strict bidder responsibility questionnaire, which requires disclosure of criminal convictions in the previous five years either of a crime involving bidding upon or performance of a local, state or federal government contract, or a crime involving, among other things, a knowing disregard for the law. And at issue here is a January 2000 conviction in France. And we are aware that the City Attorney retained O'Melveny & Myers and that they in turn retained counsel in Belgium to investigate this, as well as previous convictions, 1992 convictions. The convictions involved the chief executive officer and founder of J.C. Decaux Company. These are very, you know, significant for the person who is the very top of the company. The – O'Melveny & Myers through their – their Belgian counsel and Paris counsel found not that the – the conviction didn't exist, but that while it was on appeal it didn't have, and I'm gonna read, until the four finalist judgment is rendered he cannot be said guilty of a criminal offense, which I know people hate lawyers for splitting hairs, but it is a big difference to say you can't put him in –

Male Voice: That's only one of the things.

Forbes: One of the things you hate about us but . . .

[Laughter.]

Bernson: I'm just kidding.

Forbes: In essence – there's a whole room that's gonna rise up. What they're in essence saying is [laughter] you can't put 'em in jail, but to say it doesn't exist, I think is – is – is not being completely truthful. And in fact there's a prospectus, and that really is one of the things that we were most concerned about, that 25 days after they filed their form with the City, the J.C. Decaux Company filed a prospectus with potential investors. And in that they not only disclose the 1992 conviction, they also disclose the January 2000 conviction, so it existed for purposes of disclosing these convictions to investors, but not for the purpose of disclosing these convictions to the City of Los Angeles. And I can go into the facts and circumstances of the conviction if you want. The City Attorney, again, with O'Melveny's advice, determined that the crimes in – that were

committed in France were likely not to be a crime in California. But that's from our point of view not really the point, because the point is, per the City ordinance, did you follow the rules and regulations that were in effect in the jurisdiction in which you were doing business? So does that mean if they're in Los Angeles . . .

Bernson: Depending on how you split hairs.

Forbes: It depends – well, can they say it's not a crime in France, so we don't have to do it here. What it involved – the crime – the crux of the crime involved something in Aquitaine on the bidding of 204 clocks at a high school. And the issue was when the prefect, the regional government, instituted an investigation, that the contracts had been sole sourced, and the prefect instituted an investigation saying we don't think they legitimately should have been sole sourced, the president of the company sat idly by while the president of the local council submitted inaccurate documents to the reviewing body, and they knew that they were inaccurate, and so it isn't – this was a crime that involved, in our minds, we believe, a knowing disregard of the law. They knew that false information was being provided. And I think it goes to the character of the entity that is planning to do business with the City over the next 20 years. Essentially what the City has adopted or is being proposed to adopting, and this is the first big test of the bidder responsibility ordinance, is a no-harm-no-foul standard, that you can be less than truthful in your forms, and – and certainly they could have filled out an accurate form and there could have been an investigation. They can file an inaccurate form and, one, they might not get caught, and two, if they get caught, there's going to be an investigation where there'll be a weighing of whether or not the seriousness of the crime and would it have been a crime in California. We believe what it's going to do is encourage people to not be completely honest when it comes to dealing with the City and its bidder responsibility po – policy. There are other matters. The O'Melveny opinion only dealt with the criminal convictions. The prospectus goes into greater detail about other claims being brought in France, and we have not had time in the space allotted to go through – the documents are in French and some are in Flemish. We believe there is more out there, but we haven't had a chance, nor has the City directed any further investigation of the other claims. We know that the prospectus discloses that there've been seven claims brought by third parties regarding authorization of street furniture contracts, there are 15 proceedings involving local authorities. We know that there has been – City staff did contact three of the jurisdictions out of the 15, but we just don't know, and so one of our questions is, what's the rush, shouldn't we investigate this further and really get to the bottom of what's happening in France.

Bernson: [inaudible]

Forbes: That's it.

Bernson: Thank you.

Forbes: I'm here to answer questions.

Bernson: You three can take a seat and we'll call upon the next group, and that is Tutt Hayes, Mort Allen and Walter Baxtrom. . . . Mr. Hayes, you're first.

Hayes: Thank you, sir. The promise of ten million dollars can probably dull minds and cloud vision, but I hope you recognize that there was a report that L.A., the City of Los Angeles, out of ten major cities, finished dead last in delivery of services to its population. Councilwoman Rita Walters was a major champion of saying that the Coliseum should be modernized to accommodate the needs of women and, please, there's a woman on your committee, because they recognize that when it comes to restrooms, there's a very, very [inaudible] –

Bernson: [inaudible] restrooms because I was just going to tell you to direct your comments to restrooms.

Hayes: Oh, well, I do this, I have a seg – segue. And as you no doubt know, if you are going to use any one of these models for restrooms, and put them on Broadway or at the alley or any place like that, it's gonna create a tremendous disservice to the people of L.A. As you no doubt know, there are no public restrooms for the population downtown, or in the alley on the weekends. I'm – I'm pretty sure someone is sensitive to the population that's there, probably looked at it and recognized that crushing need for that service. We have one public fountain in all of downtown, that's between the courthouse and – and the Hall of Administration. That's the only one. Seventh Metro has restrooms. When you ask the sheriff where can I go to a restroom, he says McDonalds. Pershing Square has a restroom in the subterranean garage. You ask the security people there where could I go to a restroom, they say the Biltmore. So L.A. is only responding to this need because there's an offer of ten million dollars. To be a first-class city, you have to do something because it's needed, it's desirable, and you're responsible to the needs of the people. The – this program, incidentally, came from the Los Angeles Homeless Services Authority. Its director was the one who thought of these individual glitzy restrooms, and the current director of Homeless Services Authority, Mr. Ned Burns, says that the Porta-Potties – I don't know whether you've ever had a chance to see them – are the permanent facilities for homeless people. It's a quote, he'll probably stand up to it. Now, my request is that you recognize that you're going to put these things and at the frequency that you have put in parking meters, it might work. Other than that, it's going to cause tremendous problems. Can you imagine women inside one of these things, changing a diaper, for five, ten

minutes, and what's going to happen with the queues, that means line outside if other people wanting to get inside, pounding on the doors, someone may even set a fire to smoke her out, who knows? But you cannot, you cannot – you cannot do this in conscious saying that you're accommodating the needs of the public, the population. These buildings downtown on Broadway are now empty, you know, when we're gone, sir, they'll probably be filled with many more people. Certainly, with a population of all those tens of thousand people filling up those vacancies, you can't expect this will be a pop – an adequate solution. So my – my request is that you rethink this whole thing. There are programs, ideas, wherein we can accommodate the needs on a massive scale for the use of public toilets. The other thing I'd like to point out is we had a problem with billboards. Some wanted – want to take ten billboards, make it a large billboard along the freeway –

Bernson: Sir, sir, I can't – I'm not gonna take that testimony now, I'm gonna –

Hayes: Well, well, I'm talking about the advertising. That's what the money's all about, is it not?

Bernson: Yes, but I'm gonna have to ask you to conclude, also.

Hayes: Alright, I am concluding, but – but –

Bernson: I am not [inaudible].

Hayes: I will conclude, sir, time is what you can conclude me on, but not content. Anyway, we had a problem with our banners. It seems that banners are supposed to be for public service. We found out other people are utilizing the banners. And then of course we have in South Central the problem with sniping. Shaquille O'Neal put out a rap record, he put his – his banners all over South Central. We don't believe that the visual pollution that this thing will provide is something that the City wants. It always denigrates and de – de – de – the – the – the outlook of any city to see all this color, all these banners and all this advertising strewn all over the place. Thank you.

Bernson: Thank you very much. Mr. Allen?

Allen: Yes, sir. I'm kind of a country bumpkin because what – what [inaudible] I'm a country bumpkin with a one – one-mind agenda, which is consolidation of billboards of Ventura Boulevard. I'm here today because I feel like the City has taken a gun and put it in my ribs and everybody else's ribs, and I want to understand what this is here, okay? About ten years ago or something they put a specific plan, all our properties went down in value and a half. We couldn't build high-rises. It was fine, okay, and I'm talking about my extended family with a lot of buildings on the boulevard, alright? Then they came along with the B.I.D.s, and we're

were taxed in order to – to take care of our sidewalks. Now they're looking to let somebody else come in and put the same rubber-stamped toilets and things all over the boulevard, and it's just gonna reduce the rents again, we're gonna have the homeless coming in there. It's fine to put 'em downtown and a few areas. San Francisco has 20 shelter – 20 toilets, and they've got so much problems with them, they're now moving them to the city parks. Haight Ashbury's demanded they be gone, San Francisco Chronicle sued to remove 'em, and they're going to the parks now, okay? I don't think –

Bernson: They already – they already have pub – public restrooms in the parks, don't they?

Allen: No, no, they – not toilet, no, they automate it. Now these are 20 minute situations.

Bernson: [inaudible]

Allen: Right, okay, so, in other words, the other part of this thing that really irritates me, I believe this should have gone to Planning first, I think it should go to the Regional Planning Commissions, it should go to the Planning Commission, decide what we want in the areas on our sidewalks, okay? Now, you see a bunch of displays here, and I'm not for either company, okay, but, on Ventura Boulevard, you have all these bus shelters that have been amended to where there's one seat and the advertising panel is – is spread out on both of them. They got a contract for 89 rapid bus shelters, none of them have been finished, okay? It's a disaster now with all these shelters. You're talking about more advertising, and I really think this needs to not be approved now, needs to be broken down. Toilets are one thing, the – the bus shelters are something else, these big kiosks that they want to have, and I think that you've got to take each community into consideration, and there's no reason to rush it today. I think it should go through PLUM, it should go through the normal courses, because it does need to be done this week. Thank you.

Bernson: Walter?

Baxtrom: Thank you. Good afternoon. My name is Walter Baxtrom. I'm here today representing the Los Angeles County Federation of Labor, Cal Contreras, who was unable to be here with you, and basically we have three things that we are concerned about, and we laid 'em out in – in – in a two-page thing. Also with a letter –

Bernson: Union toilets, is that it, or what?

Baxtrom: You got it. I'm – I'm – I'm glad you mentioned that, because one of the things we are concerned about is –

Male Voice: Mr. Baxtrom, please use the microphone.

Baxtrom: Okay. Thank you. Well, it's – it's just basically three things. We think that the – the Board of Public Works sort of – sort of rushed this thing and did not take an adequate amount of time to really investigate it and – and that's the – the County Federation of Labor was the – the sponsor of the bidder re – responsibility ordinance, and we think that that's – that's – that's just slow this process down, that should be looked at and – and those – operation in San Francisco – it's – it's clearly – it's clearly outlined that we have in a letter from the – the secretary of the San Francisco Labor Council to you laying out the outline and – and – and we're talking about Adshell has agreed to sign a project labor agreement with – with all the unions doing business on the shelters, and that's for 20 years. So we think – we think that – we think that those three things are extreme – extremely important.

Bernson: The other company has not agreed.

Baxtrom: Have not agreed to do anything.

Miscikowski: Have they indicated they would not?

Baxtrom: No, we've never met with them.

Miscikowski: Okay.

Bernson: Oh, I see.

Miscikowski: They just – it's – it's – it's just unknown at this point.

Baxtrom: Yes, yes.

Miscikowski: So you're saying –

Baxtrom: Yes.

Miscikowski: An alert should be put to the City to follow our rules.

Baxtrom: Based – based on – based on the action in San Francisco, when you're talking about a 20-year – a 20-year contract for 750 million dollars, and what did – it took us – that's a lot of money, and that's a lot of people, and the difference between having a union contract and a non-union contract is health insurance. Just – just want you to take a consideration of that, and – and we're opposed to this thing moving forward today and we ask you to join with us in opposing it. Thank you.

Male Voice: Thank you.

Bernson: Okay, now we'll hear from the other side. Gene Jackson, Fernando Calderon, and Edmund Hennessy, please come forward. Mr. Jackson first, Mr. Calderon second, and Mr. Hennessy third. Grab the microphone, sir, and give us your name and horsepower, and we'll –

Jackson: Mr. Chairman, members of the Committee, Gene Jackson, Chief of Staff of Watts Labor Community Action Committee. I'm here in support of Infinity Decaux for the street furniture in the City of L.A. I'm somewhat familiar with this program. Back in 1994 when I was the City's homeless coordinator, I had looked into that program in terms of portable toilets. At one time the City was trying to put toilets into certain areas of the City. There were some problems with those portable toilets. I saw this as a – a venue that would – it was very sanitized, it was aesthetic, and I thought it would be a plus for the City. We did not move on it at that time. I am no longer employed with the City of Los Angeles, but it surfaced again. I was in support of it at that time. I am in support of it today. I think that one of the things that is really important in this process is that Infinity Decaux is reaching out to other community agencies within the City of L.A. to have them involved in this process, and I think on the larger scale of the greater spectrum, there will probably be relationships with labor and other interested parties in – in bringing this street furniture to the City of L.A.

Bernson: Okay, thank you very much. Mr. Calderon.

Calderon: Yes, good afternoon. My name is Fernando Calderon, and I'm with a company called Gateway Science and Engineering. We're a construction management and engineering firm in Pasadena. We are a minority business, and we were very much involved in the original Outreach efforts that brought a tremendous number of contractors onto this project. We sent over 150 letters out and received over 20 responses of good, qualified minority contractors that are ready and willing to – to work on – on this project. One of the key ones is Val Verde Construction. They're – they're a tremendous company here, they've done a lot of work, they – they are a very, very good company and really are looking forward to participate on this project. So we are committed to working with the unions, with the local construction firms, the minority businesses, to try to make this a great project and bring value to the City. This is a tremendous opportunity, and we're really excited about it. Thank you.

Bernson: Thank you. Mr. Hennessy.

Hennessy: My name is Ed Hennessy and I represent Chrysalis, specifically Street Works, a division of Chrysalis. We're a social service agency. We provide employment and employment assistance services to the homeless primarily down in Skid Row at Fifth and Main. We were approached by J.C. Decaux over a year ago with them telling us their commitments are

really work with the neighborhoods, the neighborhood residents, the neighborhood community where they want to set up this street furniture. They looked at us for having a long 17-year history with the community, servicing the community, the residents of the community, as well as the business improvement districts of the community and business owners in the community. We do most of the street cleaning in the downtown Los Angeles business improvement districts. You'll see us in purple shirts or green shirts or red shirts or teal shirts, and – and yellow shirts on some of our special projects. And we are here to support not only their program, but absolutely their opportunity to involve us in the process, to provide more employment opportunities to the people that we serve, and to increase our activities in beautifying Los Angeles.

Bernson: Okay, thank you very much.

Hennessy: Thank you.

Bernson: Edward Wallace and Eller Berkowitz. I saved you for last, Ellen.

Berkowitz: Thank you. Actually I'm gonna first and he's gonna go last.

Bernson: Okay.

Berkowitz: I'm Ellen Berkowitz from Manatt, Phelps & Phillips. I represent Infinity Decaux, and I'd just like to address a few of Ms. Forbes' comments. I want it stated for the record that J.C. Decaux filled out the bidder responsibility questionnaire appropriately. There are no criminal convictions in France that are relevant to this discussion. The City Attorney conducted an extensive due diligence on these issues. They – they hired an outside independent law firm to conduct a full review. They did not simply take our word for anything, and we would be happy to go into the facts of any of these underlying claims, if you wish. Mr. Wallace is here to answer any of those questions in detail. I'd also like to remind you that Infinity Decaux was rated as the superior bidder in all of the evaluation criteria by staff in terms of quality, design, history, and financial compensation. They offered the City nearly 60 million dollars more than the competitor. They are a world renowned company with 30 – with operations in 3200 cities in 38 countries. And we find it interesting that in this whole process no one has ever questioned that they are the superior bidder, so instead, our competitor is trying to instigate this baseless smear campaign. If you have any questions, though, we are here and fully prepared to answer anything you may have.

Bernson: Okay, Mr. Wallace? And then we'll see if any of the members –

Wallace: My name is Edward Wallace, I'm with the law firm of Greenberg Traurig, and I serve as outside general counsel to J.C. Decaux U.S.A., which is the joint venture partner with Infinity, and I'm representing them both here

today. Not much to add, except I assure you in the big picture for the long term, this is a company of very high integrity. It has not been disqualified in any jurisdiction for any of these issues. It has been awarded contracts both in France and outside of France, notwithstanding the issues that were raised by Ms. Forbes. She did get her facts wrong. Their submissions seem always to get their facts wrong and sometimes their translations wrong. I don't want to make a big deal of it, but I think you have to kind of consider the motivation and the source. There – there was no false information from Decaux in the Bordeaux matter. That was found by your attorney, the independent attorney of the City. We knew that from our certified translation. So I just – I think balance and fairness require that while it's important to get all facts that you want out on the table, and every single thing has been submitted to the City, – it – it – it's about the quality of the product, the integrity of the company, and obviously the merits of the – of the proposal, and I don't think it helps anybody to have a kind of smear back and forth, but we're prepared to answer any question you would like.

Bernson: Well, I have a couple questions. First of all, how do you feel about what the publishers' request is, that – that the provision regarding the newspaper racks be something done on a trial basis to start with, with a consensual agreement between the publishers and the City on the locations.

Wallace: Well, we've actually dealt with similar issues in other cities, most specifically, Chicago.

Bernson: Is that a yes?

Wallace: The answer's yes.

[Laughter.]

Bernson: Okay, now, the second question is one raised by Mr. Baxtrom. Are you amenable to have discussions relative to union –

Wallace: The answer is yes, and if I may – footnote, Infinity is already a union shop anyway.

Bernson: Well, but some of the subcontractors, I don't know how this works, but –

Miscikowski: Well, I think that – that's actually a question to ask of the staff.

Bernson: Yeah.

Miscikowski: In terms of what the requirements is, in consistency with all of our worker –

Bernson: You are willing to be consistent with all of our city requirements?

Wallace: Absolutely. Yes.

Bernson: Okay, very good. That's the only questions I have. Do you have any questions?

Male Voice: You know, I – when's this going before council? Has anybody figured that out?

Female Voice: No, not exactly. We – we're slated to go tomorrow, but that may – may or may not be happening.

Miscikowski: Yeah, I wanted to ask the City Attorney that question because I know this was jointly referred to a number of committees, and one committee hasn't yet reported it out. I just wanted to ask a technical question of the City Attorney as to when – and in fact it's interesting because it's the committee that hasn't – I think it was waived from Budget and Finance but –

Bernson: Hasn't been to Public Works.

Miscikowski: Public Works is the one that –

Bernson: Mr. Wachs has asked that it be held 'til he returns. Only God knows when that is. He may not even be chair of Public Works after July 2nd. So we don't know that, you know.

Miscikowski: But still, if we haven't had yet – I'm just –

Bernson: I'm just – just giving you the information that was given – imparted to me, so you know.

Miscikowski: I guess the question is, what is the rule on a council receiving or acting on one committee report when it has been jointly referred to other committees. Normally, I think we let it go to all the committees.

Female Voice: I think that there's no prohibition for you to send counsel your recommendation and then the other committees follow that. It's when counsel –

Bernson: It could wait – it could wait 'til it goes to counsel together, can it?

Female Voice: You – the clerk can hold your – you can make your recommendation here, the clerk can hold it –

Bernson: There is some question – there is a question which the president of the council is dealing with as to whether – if they contact – they’re trying to contact –

Female Voice: Mr. Wachs.

Bernson: Mr. Wachs, which they’ve been unable to do so far, to ask him to waive it. If not, it’s within the jurisdiction of the council or any member of the council and initiate with eight votes, take it out of committee and bring it to the council floor.

Female Voice: But – but – yeah, the – what – what – no matter what, when it comes, the other thing is at this point, what is being recommended, at least from the Board of Public Works, is to authorize the CLA and the Bureau of Street Services to begin to enter into the negotiations to come back to the council after –

Bernson: I think it would be fine for – I think it would be fine –

Female Voice: That time with a contract where a lot of the details would be part of that contract.

Bernson: Until – until the council approves it. But in the meantime, they could enter into negotiations. You could firm up your labor things and some of the comments about locations and so forth so . . .

Collings: Now the – Claudia Collings, City Attorney’s Office. The agenda really is only a CLA report, that’s before you, okay.

Bernson: So all we have to do is just basically approve the report with the recommendations that we’ve made, right?

Collings: We can do that.

White: Well – John White, City Clerk. This matter was introduced originally by motion, and that motion was adopted by council. The motion refers this to the Public Works Committee, the Arts, Health and Humanities Committee, and PLUM. So if – I think in addition to Public Works, we need a waiver from Arts, Health and Humanities.

Female Voice: I – I believe that has been waived by Arts, Health and Humanities, but –

Bernson: It has been waived by [inaudible]–

Female Voice: Public Works, we need to get [inaudible]–

Sunkin: No, you don’t, I’ll fill one out, Mr. Chairman. Howard Sunkin, on behalf of Infinity Decaux. We were told this morning that if Mr. Wachs waived

it, Ms. Walters would also waive it. So – but until Mr. Wachs calls, no one's waiving anything.

Female Voice: So it may or may not be heard tomorrow in council, okay.

Bernson: Okay, you can all take a seat. Thank you.

Female Voice: I would like to ask the staff some questions. First, did the City's RFP require that any contractor we would select and do business with would have to follow all of the City's rules relative to living wages and everyone that they would hire for both the installation as well as the maintenance, so that is made clear that all of those city contractor responsibility ordinances would apply.

Female Voice: Yes.

Female Voice: Okay. The other thing relative to advertising, what – what is not shown here, is, as I understand one element, is also some free-standing advertising, which I think would be somewhat more problematic, just a free-standing advertise not attached to anything. And I think the concerns about how much advertising, the appropriate level of advertising and whether or not in some specific plan areas and/or historic district areas, where the advertising could be either eliminated or even further minimized. Are all of those part of the issues that could be discussed and would be part of contract negotiation?

Female Voice: Yes, that's what our intention was.

Bernson: I'd like to know more about the outside free-standing advertisement. That I'm not totally in sync on, and I'd like to know more about it. Can you tell me?

Female Voice: As – as I understand it, Hal, take this, or any one of the shelters where it has a – a panel on one side that has two-sided advertising, or one-sided advertising and one-sided map or something else.

Bernson: Okay.

Female Voice: That in some areas where they might have no advertising, they would take something like that as a panel and just put it somewhere else, free standing, not attached to a structure. And that I had a problem with.

Hernandez: Right, but my –

Bernson: I have a problem with that also.

Hernandez: But my understanding is that was done because in other areas where advertising, for example, would not play the prominent role because they

do not have the – the same type of traffic, would be allowed to have a shelter where normally they weren't placed before. So I'm trying to – I want to balance the question because, you know, when people talk about specific plans, I've always discussed the inherent bias that existed by the nature of how that work was done. And the communities without those specific plans are communities that we've talked about, the blight, and we've talked about how to deal with it. And – and things like bus shelters are amenities that many of those communities have been denied in the past. So I understand the question, I just want to balance it because the – the issue is how do you create that balance so that you have the same kind of amenities serving all the people of the City of Los Angeles and all the communities, and not just those communities who've been able to receive that kind of attention in the past.

Miscikowski: Oh, I – I agree, I think that – that the word that you used that is critical is – is balance.

Hernandez: Um-hum.

Miscikowski: And how much advertising needs to be a part of any of it, and where might advertising be even less as a consequence of something else, if it's been seen in perhaps the residential neighborhoods, where we have some major bus routes through residential neighborhoods, that it may be inappropriate to have advertising at all. But that balance, and that program, and that ability for the local communities to have some input within the framework of what is brought forward, I think, is – is gonna be the critical part of this, so that is the negotiation and flexibility of input in terms of style, different styles, different colors, different – and within the essential framework of what is being proposed, there's gotta be that flexibility to blend this into those cities and those areas and those plans, that have already been put forward.

Bernson: I'll tell you now, I'm gonna have a problem with any free-standing stuff that's not part of a bus shelter or whatever we approve. I think you already know my feelings on banner signs and on pole signs and that kind of stuff and I – I mean we can justify putting advertising up in order to provide some public convenience and some public benefit, but a free-standing sign is of benefit to only one person, and that's the people who are selling the advertisement.

Miscikowski: And – and relative to the newsstand or newsrack portion, do you have any problem in working through the contract to allow that element to be used as more of a pilot basis where there is negotiation agreement with the news media in certain areas? Is that also part of what you would be willing to bring forward?

Female Voice: Absolutely. We have no problem with that.

Female Voice: Okay.

Hernandez: You know, if I could make my comments. The reason I was asking when it was going before the council is I think I'm the only member on this committee who has the unique position of being a public official today but next week –

Bernson: We agree you're gonna be a free man [inaudible].

Hernandez: Next week being a – being a – being a – being a private citizen. And – I think, again, overall, I think this is an exciting concept for the City of Los Angeles, and I say that now because in the areas I represent, one of the things that has been happening, particularly in or commercial corridors, has been bus shelters. In areas where people typically did not have bus shelters, and it was because of our previous agreement with Public Works.

Male Voice: People that need public transportation [inaudible].

Hernandez: And – and those are communities that need public transportation and so seeing the new bus shelters that have been going up because of our pre – our new agreement, and that bus shelter trust account allowing for additional bus shelters to be built in those communities, has been an improvement. There is no question in my mind. And speaking as a public and a private citizen, I think this is an improvement to our streetscapes in the City of Los Angeles and – and that in itself is kind of exciting. Street furniture as a concept has been something foreign to the City of Los Angeles, at least in the – the areas I represent.

Female Voice: And any kind of uniformity to it has been [inaudible].

Hernandez: Exactly. And so I think that – that – that's exciting. You know, I sit here kind of laughing as – as someone who's had to deal with these contracts before, because I see the competition between the sides. And – and it's not the first time we've seen that happen where the losing bidder basically decides to try and do something to undo the original bid, and that's one reason why it took us so long to get here. I found interesting the publishers' issues because it was the first time I've seen a coalition of all the publishers come together and – and – and I ask myself the question –

Bernson: That's scary in itself, isn't it?

Hernandez: Yes, no, it's the very first time it happened –

Bernson: That's like five attorneys all agreeing.

Hernandez: And – and – and they're fen – defending their rights, but at the same time I sit there asking myself, okay, when we're dealing with billboards or we're dealing with blight, those same – a lot of those same newspapers were

very critical of the council and some of the issues we were dealing with and – and I'm tired of reading newspapers –

Male Voice: Your chance for revenge.

Hernandez: I have to be able to read between all the advertising that already exists in newspapers, but that's part of their livelihood, and I have to understand that. But clearly they advertise as part of their – their remedy to do the – what they do.

Bernson: As you leave, just remember what Richard Nixon said. "They won't have me to kick around any more."

Hernandez: Right, right, you know, and – but – but – but I – I – I find their issues as important to them no different than I've found other issues and – and that's why I'm glad we could separate the question. But there's no question in my mind that newsracks contribute to the urban blight and – and something has to be done in that area, and hopefully it's coming from the industry understanding that, we could come up with some solutions, because they're just – you know, in my neighborhood I can find La Opinion sometimes easier than I can find the L.A. Times. Now, La Opinion treats me a lot better than the L.A. Times does so – so that doesn't matter, but I also know La Opinions are sold more in the little neighborhood store than the L.A. Times and – and – and that's important, but the L.A. Times has got to ask itself, why does that happen in certain neighborhoods? Why is that part of that circulation? So the uniformity issue is what I found attractive. Being able to have all of them in some locations and not in others and – and again, that's part of this free press issue. Where it is that people choose to – to display their product, and basically make it available. And how is it that that – that impacts communities' perceptions of what's going on in Los Angeles. And I think that's an issue nobody talks about. I just kind of want to say that, because that's what was attractive about the uniform racks. And – and that was, we as a City would be able to do that. Now, I'm worried when we talk about specific plans versus communities without specific plans. And thus continuing to set standards that are different, when we're talking about a city-wide issue. And – and I just wanted to make that statement as a public official today, because my colleagues will be on the committee but every time we mention specific plans and the fact that certain communities are elevated at a certain level in their planning processes, it doesn't mean we leave the other communities to deal with the blight. We have to try and apply the same standard across the board because something like a bus shelter makes a tremendous difference in a community that's never had 'em. And particularly when it's those communities where people need to use those buses. And so I just kind of wanted to make those general comments. I don't think it's gonna go before the council while I'm still here. It'll probably go before the council when I'm a public – private

citizen. And I won't have the same voice that I have today. And – and I think this process allows for us to do better. I don't want to lose sight of the additional revenue that'll come to the City. I think the distribution of that revenue is important, but more important I think this contributes more to eliminating urban blight than a lot of the other issues we've been dealing with, and so I just wanted to proceed with it.

Miscikowski: The – the only other thing I would like to add is that, as the contract might be successfully able to be negotiated and move forward, I think it's going to be important for the city agencies to bring back to the City related to the contract a – perhaps an ordinance that it would cause to be a dedicated portion of the revenue stream that's going to come from the contract to be set aside for inspectors, because this is only going to be as good as the companies say they're going to do the maintenance and – and inspect themselves, but we need City inspectors that are going to be able to be going out there and make sure that these are kept – kept up, the trash cans emptied, the graffiti removed, and all of those things that will be part of our contractual relationship, but as we've seen in the past, we've had a stream of violations that don't get cited and don't get followed up on because we don't have the revenue for the inspectors to do the job. So since this is revenue producing, a portion of it must go to the enforcement mechanism.

Hernandez: And I'd like to add just one other item, and now wearing my economic development hat. When – I've been a long supporter of labor and – and I believe the collective bargaining voice is important. I also understand that these will be new jobs being created in terms of the maintenance of these facilities. And I think it's important that part of our dialogue is with the company and labor be, how it is that we can be inclusive with the Work Force Investment Act, be inclusive of people who basically are part of those communities where we're claiming to want to put these facilities to help. And so, if we could figure out some kind of a program that could work hand in hand with the bus shelters in terms of the maintenance of – of the facilities that basically has labor support and is part of labor to basically create some jobs for some of those people who are currently unemployed, I think that serves a much greater purpose. Many times when we deal with a labor issue we talk about the members who are members now, and we're not inclusive of potential openings for other people.

Male Voice: Councilman, I think you'll be very pleased with the plan that Infinity Decaux has proposed. They're including Chrysalis, WACA, and other groups, to help hire people who live within the communities where the services are gonna be sited.

Hernandez: Right, and – no, but that –

Bernson: What about graffiti maintenance, is there – is there any – what kind of requirement do you have in there on that?

Female Voice: There's the zero tolerance. My understanding is graffiti will be taken down within a day, on any structure, and it'll be up to Infinity Decaux to keep that up.

Hernandez: Um-hum, right, but what – when you were mentioning the program that you're proposing, I understood that part of it. What I heard from labor is we might be outside of that picture and what I think works is if those employees are part of that collective bargaining process, and so labor being part of that plan, I think is part of what I was thinking, that would make it work better for everybody.

Bernson: Sorry, we're not gonna reopen it, okay?

Miscikowski: I – I will move approval of the recommendation of the CLA brought forward today.

Hernandez: Yeah, but on the condition we separate newsstands. I didn't notice an L.A. Times reporter here but I know the story will come out so –

Miscikowski: Yes, no, with that recommendation that we separate and make the newsstand a –

Bernson: And also if we separate freestanding advertisement.

Miscikowski: And, right, and instructions to negotiate out –

Bernson: I – I'm opposed to that, I want that part of the record, okay? Okay, very good, that'll be the record then. Thank you very much.

Male Voice: Thank you.

Bernson: Okay, Item Number 2 . . .

**PLANNING AND LAND USE MANAGEMENT COMMITTEE  
SUGGESTED NOTIFICATION OF COUNCIL ACTION**

Council File No. 00-1073-S1

sign

Applicant/Appellant/Owner	Representative
	<i>see attached</i>

Council Member(s) \_\_\_\_\_

- |  |                                     |
|--|-------------------------------------|
| <input checked="" type="checkbox"/> Planning Commission ( <del>w/file</del> )                  | <u>Other</u>                        |
| <input checked="" type="checkbox"/> Director of Planning                                       | <u>Darlene Kuba</u>                 |
| Office of Zoning Administration (2 copies)   | <u>Kuba &amp; Associates</u>        |
| Advisory Agency  | <u>515 So. Figueroa St. Ste 321</u> |
| Planning Dept. - Community Planning Section  | <u>LA 90071</u>                     |
| Planning Department - GIS Section - Attn: Fae Tsukamoto<br>221 North Figueroa Street, Room 900 |                                     |

- Information Technology Agency
- Bureau of Engineering, Development Services Division
- Department of Transportation, Traffic/Planning Sections
- Department of Building & Safety c/o Zoning Coordinator
- Bureau of Street Lighting, "B" Permit Section

- |   |                                     |
|---|-------------------------------------|
| <input type="checkbox"/> Department of Water and Power    | <u>Other</u>                        |
| <input type="checkbox"/> Fire Department                  | <u>Dana Sebbard</u>                 |
| <input type="checkbox"/> Police Department                | <u>So. Calif. Transit Advocates</u> |
| <input type="checkbox"/> Community Development Department | <u>3010 Welshie Bl # 362</u>        |
| <input checked="" type="checkbox"/> City Attorney-Attn:   | <u>LA 90010</u>                     |

- Office of Administrative and Research Services (OARS)
- Chief Legislative Analyst (CLA)
- Office of the Mayor (w/file) - Section \_\_\_\_\_

- Los Angeles County Assessor
- Bur. of Street Services
- B PW

~~01-1348~~  
00-1073-S1

**REPORT OF THE  
CHIEF LEGISLATIVE ANALYST**

June 22, 2001

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BY \_\_\_\_\_  
INSP/UTY

TO: Honorable Members of the  
Los Angeles City Council

From: Ronald F. Deaton *RFD*  
Chief Legislative Analyst *JRW*

**Coordinated Street Furniture Program  
Selection of Proposer**

**SUMMARY**

On June 22, 2001, the Board of Public Works approved a joint report of the Bureau of Street Services and the Bureau of Contract Administration, setting forth the recommendations of the Proposal Evaluation Team (Evaluation Team) for the Coordinated Street Furniture Program. The Evaluation Team recommends that the City negotiate with Infinity Decaux, LLC to reach an agreement for the Coordinated Street Furniture Program, and if after 60 days an agreement cannot be reached, that the City move to exclusively negotiate with Adshel, Inc. to reach an agreement. Infinity Decaux, LLC and Adshel, Inc. were the two proposers for this program. The Evaluation Panel rated the proposals utilizing the following criteria: past performance on contracts of similar size and scope; compensation package; proposed program for Los Angeles; maintenance and service plan; and financial stability.

The Board took action following a review of documents related to European legal actions in which JC Decaux has been a party; brought to the Board's attention by Adshel, Inc. Adshel further requested the Board to declare Infinity Decaux a non-responsible bidder, due to allegedly incorrectly answering the Bidder Responsibility Questionnaire, with regard to prior convictions related to bidding. The Board first heard this matter at its June 8, 2001 meeting and ultimately continued this matter to its meeting of June 22, 2001, to allow staff an opportunity to review evidence submitted by both Adshel and Infinity Decaux. In the interim, the City Attorney retained outside counsel specializing in international business law to determine, among other things, whether a February 2000 conviction in Bordeaux, France, is not a conviction on the record until all appeals are exhausted; and whether the issues in that case would be considered a crime under United States or California law.

The outside legal counsel retained by the City Attorney to review and advise on French and Belgian legal actions has determined that the alleged JC Decaux conviction in Bordeaux, France is not a

ARTS HEALTH & HUMANITIES

PLAN & LAND USE MGT. PUBLIC WORKS

JUN 27 2001

conviction, inasmuch as it is on appeal and does not, under French Law, become a conviction until all appeals are exhausted. Therefore, Infinity Decaux correctly answered the City's Bidder Responsibility Questionnaire. Please refer to the "Background" section of this report for a detailed discussion of this issue.

The Infinity Decaux proposal includes, but is not limited to, the following: 150 automated self-cleaning public toilets (APTs); 2,500 new or refurbished transit shelters; 1,550 trash/recycling receptacles; 100 newsstand/vendor kiosks; and a minimum payment to the City of \$150 million or 20% of revenue, whichever is greater, over the 20-year contract term.

Upon negotiation of an agreement, staff will report back to the Council with recommended actions to implement this program. Areas of negotiation may include: designs; maintenance and service schedules; APT features; and advertising strategy.

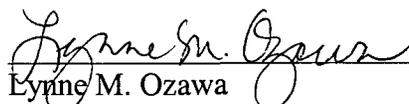
### **RECOMMENDATIONS**

That the Council, subject to the approval of the Mayor:

1. Authorize the Director, Bureau of Street Services and the Chief Legislative Analyst to negotiate with Infinity Decaux, LLC, to reach a 20-year (2001-02 through 2021-22) Agreement for the City of Los Angeles Coordinated Street Furniture Program. If after 60 days an Agreement cannot be reached, authorize the Director, Bureau of Street Services and the Chief Legislative Analyst to exclusively negotiate with Adshel, Inc. to reach an Agreement for the above specified program. Areas of negotiation may include, but not be limited to: advertising strategy; transit shelter designs; maintenance and service schedules; and APT features.
2. Instruct the Bureau of Street Services and the Chief Legislative Analyst to report back to Council with the final Agreement and other actions necessary to implement a successful program.

### **FISCAL IMPACT STATEMENT**

The City of Los Angeles Coordinated Street Furniture Program will be financed through advertising revenue. In addition, Infinity Decaux has guaranteed a minimum total payment of \$150 million to the City over the 20-year contract term.

  
Lynne M. Ozawa  
Analyst

RFD:LMO

Attachments

## **BACKGROUND**

### **RFP Development and Issuance**

On June 7, 2000, the Council adopted the Motion (Pacheco-Walters-Padilla), C.F. 00-1073, authorizing the Department of Public Works, Bureau of Street Services and the Chief Legislative Analyst to hire a consultant to assist staff in the development of a Request For Proposal for a Coordinated Street Furniture Program for the City. The Coordinated Street Furniture Program includes: automatic self-cleaning public toilets (APTs); transit shelters; newsstand/vending kiosks; trash and recycling receptacles; computer information terminals; modular newsracks and non-billboard associated advertising panels or pillars.

The Bureau of Street Services hired an independent contractor, Anna Apostolos, to advise the Evaluation Team on the financial structure and operation of the advertising and street furniture industries. In addition to drafting much of the City's Request For Proposal, Ms. Apostolos also conducted a survey of RFPs issued by other jurisdictions for street furniture programs, including an analysis of revenue-sharing agreements and the lessons learned and recommended improvements to public agency competitive selection processes in the United States.

On February 21, 2001, the Board of Public Works authorized the issuance of the RFP for the Coordinated Street Furniture Program. On March 2, 2001, a mandatory Pre-proposer Conference was held and was attended by more than two dozen potential proposers and City staff. At the Pre-proposer Conference representatives of the following City agencies made presentations and answered questions: Office of the Mayor; Department of Public Works, Bureau of Street Services; Department of Public Works, Bureau of Contract Administration; Office of Administrative and Research Services; and City Attorney. Representatives offered to answer questions pertaining to, proposer's documentation of MBE/WBE outreach, Bidder Responsibility Questionnaire, the Living Wage Ordinance and Equal Benefits Ordinance.

Proposals were received from two firms on May 4, 2001: Adshel, Inc. and Infinity Decaux, LLC. The City's evaluation team included representatives of the Board of Public Works, Department of Public Works, Bureau of Street Services and the Office of the Chief Legislative Analyst. Proposals were rated upon: written materials submitted; oral interviews; and site visits of existing projects of similar scope and complexity.

### **Best and Final Offers**

In accordance with the advice of the City Attorney, on May 29, 2001, best and final offers were solicited from both firms, regarding monetary compensation only. At the March 2, 2001 Pre-proposer Conference, the City Attorney advised firms in attendance that the City has the option to request best and final offers for monetary (revenue-sharing) compensation only, from all proposers. The firms submitted the following revenue-sharing guarantees:

- ◆ Adshel, Inc.: \$96 Million or 18% of gross revenue, whichever is greater
- ◆ Infinity Decaux, LLC: \$150 Million or 20% of gross revenue, whichever is greater

### **Rating Criteria**

The evaluation team rated the two proposals on the basis of a variety of factors within the following

major categories, with the total possible points indicated: past performance as a firm on contracts of similar size and scope (20); compensation package (25); proposed coordinated street furniture program (25); maintenance and service plan (20); and financial stability (10).

The evaluation team unanimously scored the Infinity Decaux proposal higher than the Adshel proposal. Although both proposals demonstrated extraordinary effort, the evaluation team concluded that the Infinity Decaux proposal was superior for reasons including, but not limited to; the following: quality of street furniture elements and maintenance; quality and variety of street furniture designs; history and experience with automated self-cleaning toilets; and the proposed revenue sharing guarantee to the City.

The 150 automated self-cleaning public toilets comprises the largest capital investment and largest portion of the on-going operation and maintenance costs of the City's Coordinated Street Furniture Program. Therefore, the Evaluation Team believes that Infinity Decaux's nearly 30 year history in developing, installing, operating and maintaining the automated self-cleaning public toilets is a significant factor as compared to Adshel's history in this public amenity of approximately six years. It should also be noted that while Adshel included an alternative proposal to provide up to 260 automated self-cleaning toilets to the City, the Evaluation Team believed that the overall quality of the Infinity Decaux proposal outweighed the potential for additional toilets.

A summary of key elements of each proposal is contained in Attachment 1. Attachment 2 contains a Summary of Evaluation Ratings of the three Evaluation Team members.

#### **Legal Issues Involving JC Decaux**

Following the release of the Evaluation Team recommendation to both proposers, Adshel advised the City that Infinity Decaux may have incorrectly completed the City's Bidder Responsibility Questionnaire with regard to whether that firm had any previous convictions within the past five years involving bidding a local, state or federal government contract. Adshel further requested the Board of Public Works to proceed to declare Infinity Decaux a non-responsible bidder, in accordance with the City's Bidder Responsibility Ordinance.

Attorneys representing Infinity Decaux and Adshel testified before the Board of Public Works and submitted volumes of information which were initially reviewed by City staff. However, the issues involved legal actions documented in French and Flemish (with English translations which were not always certified as to accuracy), inasmuch as they occurred in France and Belgium, and involved legal standards and practices and competitive bidding procedures of those countries. As such, the City Attorney hired outside legal counsel, specializing in international law, to review the issues and documentation submitted by both parties.

The primary issues revolve around three alleged criminal convictions of Decaux principals, two involving Jean-Claude Decaux, the founder of JC Decaux, and one involving a director of a Decaux subsidiary, not the subsidiary of the Infinity Decaux, LLC. Two of the alleged convictions took place in Belgium during the mid 1980's to the early 1990's, and one in France during the late 1990's. The City was told that of the two Belgian convictions, one was reversed on appeal and one was expunged (removed) from the record. The two Belgian matters, in any case, would fall outside the

5 year reporting requirement of the Bidder Responsibility Questionnaire. Further, the City was advised by attorneys for JC Decaux, that the French conviction is currently on appeal and as such, French Law does not recognize a conviction until the appeals process has been exhausted. If the foregoing is true, then Infinity Decaux correctly answered the City Bidder Responsibility Questionnaire.

The French conviction on appeal pertains to a sole source bid, awarded to a JC Decaux subsidiary, for an original street furniture design fitted with a decorative clock, for which JC Decaux has exclusive industrial and artistic property rights. A government official of the Bordeaux region made the decision to not competitively bid the contract. A French governmental bidding authority reviewed the circumstances of the sole source contract and deemed that the contract should have been competitively bid. Both the government official and the contractor, JC Decaux, were charged. If this situation had occurred in the United States, the contractor, would not have been charged with legal wrongdoing.

Outside legal counsel to the City has confirmed that under French Law a conviction is not recognized until the appeals process has been exhausted. Infinity Decaux correctly answered the City's Bidder Responsibility Questionnaire. Therefore, there is no basis upon which this bidder should be deemed a non-responsible bidder in accordance with the Bidder Responsibility Ordinance.

The Adshel allegations also included cancelled JC Decaux municipal contracts in France. The Evaluation Team requested specific contact names and phone numbers from both Adshel and Infinity Decaux to enable a discussion of the circumstances of the cancelled contracts. The Evaluation Team spoke with representatives of the various cities, asking the following questions: Why was your contract with JC Decaux cancelled? If cancelled due to reasons related to desiring a competitive bid, what firm was selected? What was your experience with the JC Decaux product and service? The Evaluation Team found that the municipal contracts cancelled due to the municipality desiring a competitive bid to determine if the municipality could lower its street furniture program cost or increase it's compensation, if revenue sharing was involved. In all cases those cities' experience with JC Decaux products and services was positive. In fact, in most cases, JC Decaux was selected through the competitive bidding process to continue to provide products and services.

### **Contract Negotiation**

Although both proposals showed outstanding effort and superior products, each proposal includes issue areas which need to be negotiated and clarified to provide the City the best possible Coordinated Street Furniture Program. Such areas include, but are not necessarily limited to: transit shelter designs and number of units of specified designs; APT features; and advertising strategy.

### **Future Action**

Upon the completion of contract negotiations, staff will submit the final agreement to the Council for approval. In addition, staff will present other actions necessary to implement a successful program including, but not limited to, staffing, and an ordinance amending the Transit Shelter Revenues Fund to include all street furniture revenue.

**Program for 150 APT's, 2500 Bus Shelters, 100 Newsstands/Vendor Kiosks**

Compensation - Revenue	Adshel		Infinity Decaux
	Guaranteed Minimum for 20 Year Contract	\$96.08 million (\$4.8M/avg. annually)	
Percent of Shared Revenue to City	18% of all gross advertising receipts	investment recovery program years 1-7	20%
Compensation - Value added Services	Adshel		Infinity Decaux
Creation of new jobs locally	25% City resident hiring goals - Community Apprenticeship program - high school student internships/summer jobs Union labor		50 new community jobs - Program to employ homeless- Community outreach for community jobs
Public Service Panels	17% monthly First Sale Network Public service will be most prominent placement with thorough distribution		18% of inventory 300 panels on APTs, 825 on other ad panels
Public Art Program	Individually commissioned Mosaics on every APT		None
Modular Newsrack Program	Dedicated staff to monitor & coordinate modular newsrack program - has met with 9 publishers		Will supply 100 newsracks
News/Vendor Kiosk Program	Will provide City with Comprehensive marketplace study to establish new vendor kiosks lines of merchandise in addition to Newsstands - 26 of 30 current vendors signed agreement to move into new structures		Will supply and coordinate 100 Newsstand Kiosks -
Bus Tracking Technology	NEXTBUS monitoring system display in every transit shelter		Technology available to display City developed monitoring system

ATTACHMENT 1

Non Billboard Advertising Pillar	600 with wrap around bench	60
Advertising on Franchise Structures	3,830	2,800
Maintenance & Service	Adshel	Infinity Decaux
Dollar Commitment to Maintenance and Services Annually	\$9,443,000	\$7,932,229
APTs	Maintained, supplied and inspected 2 times a day - Frequency increased as deemed necessary by remote monitoring unit - Any problems with unit sends signal to operations center for immediate response	Maintained and supplied 2 times a day
All other Street Furniture	Twice weekly cleaning & inspection, frequency increased as necessary - Pick up trash & weed removal in adjacent area - Sidewalk & structure steam cleaned 2 times quarterly - more often if necessary- Newsstands/kiosks operators may elect to have after hours security system (optional)	Twice weekly cleaning & inspection, frequency increased as necessary - Pick up trash in adjacent areas - 5 regional offices- community based team - Sidewalk & structure steam cleaned 2 times quarterly
Response Time	Emergency response as public safety warrants - Glass replacement in 2 hours - Other repairs made in 24 hours - Will coordinate with 311 service notification - Zero tolerance for graffiti & vandalism - Barcode wireless transmission system to give real time maintenance/repair information to City	1 hour Emergency Response - Repairs made in 24 hours - current subcontractor to provide repair service - Zero tolerance for graffiti & vandalism - Operator input for maintenance monitoring by City

Energy Efficiency	World Box lightbox units use 40% less power than comparable display boxes	Solar power available for non-advertising shelters, but not included in proposal
	During term of contract fleet of 80-100 vehicles will be changed out to hybrid or electric engine technology.	Not Stated
Marketing Program	Will provide free marketing consultation and access to design facilities for cultural and public service organizations	Design & printing of 20 different City Maps
Street Furniture Program	Adshel	Infinity Decaux
APTs	150	150
Transit Shelters	2500 New Shelters (new design)	Renovate 900 Existing Shelters; 1600 New Shelters (250 new design, 1350 Boulevard design); 2500 Total Shelters
Non Advertising Shelters	700 (included in 2500)	1350 (included in 2500)
Newsstands/Vendor Kiosk	100	100
Modular News Racks	127	100
Litter Receptacles	150 Recycling/Litter Bins (\$1000 each, total \$150,000)	1550 Litter Bins at Bus Shelters (\$179 each, total \$277,450)
Computer Information Terminals	150	20
Emergency Telephones	100	100
Non-Billboard Advertising	Adshel	Decaux
Non Billboard Advertising Panels/Pole Mounted Panels	0	3,460

Past Performance	Adshel	Infinity Decaux
	Contracts	Over 3,000 municipal contracts on 5 continents - over 100,000 structures
APTs	55 financed by Advertising; Disabled accessible units in operation since 1997	89 financed by Advertising - 3,075 operated by Lease Agreement with Cities; invented automatic public toilets; units in operation since 1981
References	Maintenance - Excellent Quality of Product - Excellent	Maintenance - Excellent Quality of Product - Excellent
Advertising	Global leader in Out-of-Home Advertising - Sister companies Eller Media & Moore Group Outdoor advertising since 1918, LA based Foster & Klieser	Infinity is the largest Out-of-Home Advertising provider in North America - Current Advertising sales for Los Angeles shelter program
Financial Stability	Adshel	Infinity Decaux
Parent Company	Clear Channel Communications \$56 Billion Company	Viacom & JC Decaux \$90 Billion Company
Financial Statements	Annual Reports Submitted	Audited Financial Statements Submitted
Installation Schedule	Adshel	Infinity Decaux
Street Furniture Elements, Except APTs and Newsstands		Within 1st 2 years of award

Proposal Ratings

Category	Total Possible Points	Rater A		Rater B		Rater C	
		Infinity Adshel	Infinity Decaux	Infinity Adshel	Infinity Decaux	Infinity Adshel	Infinity Decaux
Past performance as a firm on Contracts of similar size and scope	20	15	20	16	20	14	20
Compensation package	25	19	24	14	23	16	23
Proposed coordinated street furniture program	25	20	21	22	21	21	23
Maintenance and service plan	20	16	18	18	18	17	18
Financial stability	10	10	10	8	9	7	10
<b>Total</b>	<b>100</b>	<u><b>80</b></u>	<u><b>93</b></u>	<u><b>78</b></u>	<u><b>91</b></u>	<u><b>75</b></u>	<u><b>94</b></u>

CITY OF LOS ANGELES  
CALIFORNIA

BOARD OF PUBLIC WORKS  
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RICHARD J. RIORDAN  
MAYOR

OFFICE OF THE  
BOARD OF PUBLIC WORKS  
200 N. Spring St., Rm. 355  
LOS ANGELES, CA 90012

JAMES A. GIBSON  
BOARD SECRETARY

GENERAL INFORMATION  
(213) 978-0261  
FAX: (213) 978-0278  
TDD: (213) 978-2310

June 22, 2001

#1 ST/CON AD  
(OF 6/8/01)

City Council  
6<sup>th</sup> Floor  
City Hall East

Subject: REQUEST TO NEGOTIATE COORDINATED STREET FURNITURE PROGRAM  
CONTRACT FOR FISCAL YEARS 2001-2 THROUGH 2021-22

As recommended in the accompanying report of the Directors of the Bureaus of Street Services and Contract Administration, which this Board has adopted, the Board of Public Works requests that the Director of the Bureau of Street Services and the Chief Legislative Analyst be authorized to enter into negotiations with Infinity Decaux, LLC for an Agreement for the City of Los Angeles Coordinated Street Furniture Program for a term of 20 years. Should negotiations with Infinity Decaux, be unsuccessful, the Board requests authority to open negotiations with the second rated firm, Adshel, Inc.

Two proposals were submitted in response to an RFP for a comprehensive street furniture program consisting of automatic self-cleaning public toilets (APTs), transit shelters, newsstand/vending kiosks, trash and recycling receptacles, computer information terminals, modular newsracks and non-billboard associated advertising panels or pillars.

An evaluation team consisting of representatives of the Board of Public Works, the Bureau of Street Services and the Office of the Chief Legislative Analyst has rated Infinity Decaux as the highest rated firm.

The RFP required proposers to submit a revenue sharing plan. Infinity Decaux proposed a minimum average annual guarantee of \$7.5 million or 20% of gross revenue, whichever is greater. Adshel proposed a minimum annual guarantee of \$4.8 million, or 18% of gross revenue, whichever is greater.

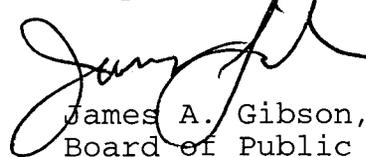
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CITY OF LOS ANGELES  
OFFICE  
2001 JUN 25 PM 1:28  
CLERK  
DEPUTY

Upon completion of contract negotiations, staff will report back to the Council for authorization to enter into a contract with the successful firm, and with an Ordinance to amend the existing Transit Shelter Revenues Fund (Ordinance No. 172767) to include all street furniture revenue.

**FISCAL IMPACT**

There will be no Fiscal Impact to the City's General Fund as a result of this program. In accordance with the RFP, all costs associated with the installation and maintenance, the street furniture will be offset by revenues generated from advertising on or within furnished structures on the public right-of-way.

Respectfully submitted,



James A. Gibson, Secretary  
Board of Public Works

JAG:mp

Department of Public Works

Bureau of Street Services  
Bureau of Contract Administration  
Joint Report No. 1

AND REFERRED TO THE CITY COUNCIL

JUN 22 2001

June 8, 2001

  
Secretary

Request to Negotiate Coordinated Street Furniture Program Contract for Fiscal Years  
2001-2 through 2021-22

Recommendation:

Adopt the staff recommendation that the Council, subject to the approval of the Mayor, authorize the Director, Bureau of Street Services and the Chief Legislative Analyst to enter into negotiations with Infinity Decaux, LLC, for an Agreement for the City of Los Angeles Coordinated Street Furniture Program for a 20 year term. If after 60 days an Agreement cannot be reached, authorize the Director, Bureau of Street Services and the Chief Legislative Analyst to exclusively negotiate with Adshel, Inc. to reach a best and final Agreement.

Transmittals:

1. Council Motion (Pacheco-Walters-Padilla), dated June 7, 2000, authorizing the Board of Public Works and the Chief Legislative Analyst to issue a Request for Proposal (RFP) for a comprehensive street furniture program.
2. Bureau of Street Services/Bureau of Contract Administration Joint Report No. 1 - Request for Proposals for Coordinated Street Furniture Program, adopted by your Board on February 21, 2001.
3. List of those firms in attendance at the mandatory Coordinated Street Furniture Program Pre-Proposal Conference of March 2, 2001.
4. Proposal Review Spreadsheet and Summary of Evaluation Rating.

Discussion:

On June 7, 2000, the Council adopted a Motion (Pacheco-Walters-Padilla), Transmittal No. 1, authorizing the Board of Public Works and the Chief Legislative Analyst to issue a Request For Proposal (RFP) for a comprehensive street furniture program, consisting of automatic self-cleaning public toilets (APTs), transit shelters, newsstand/vending kiosks, trash and recycling receptacles, computer information terminals, modular newsracks and non-billboard associated advertising panels or pillars.

On February 21, 2001, the BPW authorized the Director of the Bureau of Street Services to issue the RFP for the Coordinated Street Furniture Program and to receive proposals from potential qualified service providers (Transmittal No. 2).

On March 2, 2001, a mandatory Pre-Proposal conference with qualified service providers, was held in the Board of Public Works hearing room (Transmittal No. 3).

On May 4, 2001, two proposals were received in response to the RFP from the following firms: Adshel, Inc. and Infinity Decaux, LLC. An evaluation team consisting of representatives of the Board of Public Works, Bureau of the Street Services, and the Office of the Chief Legislative Analyst, reviewed the proposals and conducted interviews of each firm. In addition, the evaluation team conducted site visits of existing street furniture programs operated by each firm, and interviewed government representatives that currently contract with each firm for similar services. Lastly, in accordance with advice of the City Attorney, best and final offers were solicited from both firms, with regard to monetary compensation only. The evaluation panel rated the proposals using the following criteria:

<b>Factor</b>	<b>Total Possible Points</b>
◆ Past Performance on contracts of similar size and scope	20
◆ Compensation Package	25
◆ Proposed Program for Los Angeles	25
◆ Maintenance and Service Plan	20
◆ Financial Stability	10
<b>Total</b>	<b>100</b>

Both proposals reflected world class quality and extraordinary effort, as well as timely responses to requests for information. However, based upon the above criteria, the evaluation team found the Infinity Decaux proposal to be superior to the Adshel proposal for reasons including, but not limited to, the following:

- ◆ Quality
- ◆ Design
- ◆ History
- ◆ Financial compensation

Please refer to Transmittal No. 4 which consists of a Proposal Review Spreadsheet and Summary of Evaluation Rating.

Department of Public Works

Bureau of Street Services  
Bureau of Contract Administration  
Joint Report No. 1

June 8, 2001

Page 3

As an example of one of the factors considered by staff during their review, the RFP required proposers to submit a revenue sharing plan. Infinity Decaux proposed a minimum average annual guarantee of \$7.5 million, or 20% gross revenue, whichever is greater. Adshell proposed a minimum annual guarantee of \$4.8 million, or 18% of gross revenue, whichever is greater. In this situation, one can clearly see Infinity Decaux will provide the greater financial benefit to the City.

Because of the superior rankings in these categories, the evaluation team requests that both the Board and City Council, subject to the Mayor's approval, adopt staff's recommendation and authorize the Director, Bureau of Street Services, and the Chief Legislative Analyst to enter into negotiations with Infinity Decaux, LLC, for an Agreement for the City of Los Angeles Coordinated Street Furniture Program for a twenty (20) year term. Should the City be unable to negotiate an Agreement with Infinity Decaux, LLC, after 60 days, the evaluation team further requests that the Board and Council, subject to the Mayor's approval, authorize the Director, Bureau of Street Services, and the Chief Legislative Analyst to exclusively negotiate with Adshell, Inc. to reach a best and final Agreement.

Upon completion of contract negotiation, staff will be reporting back to Council with an ordinance to amend the existing Transit Shelter Revenues Fund (Ordinance No. 172767) to include all street furniture revenue. Said ordinance amendment will include language pertaining to future revenue generated through this program, which will continue to be divided among all fifteen (15) Council Districts on an equal basis. The ordinance amendment will also set aside a portion of the future revenues for program administrative costs, as well as any other necessary actions required to implement this program.

There will be no fiscal impact to the City's General Fund as a result of the Coordinated Street Furniture Program. In accordance with the RFP, all costs associated with the installation and maintenance of the street furniture will be offset by revenues generated from advertising on or within franchise structures in the public right-of way.

Neither proposer has performed work in or for the City of Los Angeles. Therefore, in addition to Criteria B.1. of the Interview Rating Factors, the Inspector of Public Works conducted a First Time Bidder Investigation of the two candidates. The results have been submitted to the Board of Public Works. No negative information was obtained during the investigation of either candidate. In accordance with the Board's Bidder Responsibility Policy, the candidates' Work History & Qualifications were reviewed and there are no known violations.

**MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM**

The City established an MBE/WBE/OBE Subcontractor Outreach Program for this project with anticipated MBE/WBE participation levels of 16 percent and 4 percent , respectively.

Gender/Ethnicity Codes:      AA = African American      HA = Hispanic American  
    SAA = Subcontinent              APA = Asian Pacific  
                 Asian American                      American  
    C = Caucasian                      NA = Native American  
    M = Male                              F = Female

The subcontractor information for Infinity Decaux, LLC is as follows:

<b>Subconsultants</b>	<b>Gender/ Ethnicity</b>	<b>MBE/ WBE/ OBE</b>	<b>% of Contract</b>
Gateway Science & Engineering	M/HA	MBE	2.10%
Valverde Construction, Inc.	M/HA	MBE	10.00%
Radich Construction	F/C	WBE	5.00%
ALFIE Construction	M/HA	MBE	5.00%
Amerc, Inc.	F/C	WBE	0.10%
Century Diversified	M/HA	MBE	0.10%
Capital Office Products	F/C	WBE	0.10%
Martinez Steel Corporation	M/HA	MBE	0.01%
Bragg Crane Service		OBE	0.30%
Onyx		OBE	2.00%
K. Jackson Electric		OBE	0.50%
Shelter Clean, Inc.		OBE	4.00%
Telstar Systems		OBE	0.01%
M & Y Trucking		OBE	0.20%
<b>Total MBE Participation</b>			<b>17.21%</b>

S. P. W. #1, 6-8-2

14

TRANSMITTAL 1

MOTION  
MAY 31 2000

Finding clean public restrooms can be difficult in our City. In certain areas this problem has become a serious public health issue. Many world class cities, including San Francisco and many European cities, have addressed this problem by installing state of the art, self-cleaning toilets. These automated public toilets are self-cleaning and have security measures in the programming of the toilet operation to discourage illegal activity. In addition, these toilet structures can have associated newsracks and information panels tastefully incorporated and will beautify the streetscape. Furthermore, it is possible for the City to have such toilets installed and maintained at no annual cost with additional revenue to the City, in conjunction with kiosk advertising programs on some City sidewalks and rights of way.

City staff have made attempts to institute a pilot program for a limited number of automated toilets in certain areas of the City, but it appears that issuing a RFP for a citywide program would be in the City's best long term interests.

It is critical that the City move forward immediately to conduct a competitive process to select a contractor for the provision of this amenity in our City.

I THEREFORE MOVE, that the Council instruct the Department of Public Works, Bureau of Street Services, jointly with the Chief Legislative Analyst, to do the following: Negotiate and execute a contract with a consultant for the development of a RFP for a citywide automated toilet with kiosk and associated newsrack program as a part of a comprehensive street furniture program; release the RFP to the public; and report back to the Arts, Health and Humanities and Public Works Committees of the Council with the recommended contractor for the automated toilet/newsrack program for the City. \*Also, to include the Planning and Land Use Management Committee. (Miscikowski - Pacheco)

PRESENTED BY Nick Pacheco  
Nick Pacheco  
Councilmember, 14<sup>th</sup> District

PRESENTED BY Rita Walters  
Rita Walters  
Councilmember 9<sup>th</sup> District

MOTION  
ADOPTED  
\* As Amended  
3977 2000

SECONDED BY Alex Padilla

LOS ANGELES CITY COUNCIL

\*ADOPTED AS AMENDED by CIL action of 6-7-00. Mayor [Signature]

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Department of Public Works

Bureau of Street Services  
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June 8, 2001

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Total WBE Participation	5.20%
Total OBE Participation	7.01%

In their submittal, Infinity Decaux, LLC, indicated that the above entries reflect the applicant's best estimate to date of a portion of the projected subcontractor cost.

The subcontractor information for Adshel, Inc. is as follows:

Subconsultants	Gender/ Ethnicity	MBE/ WBE/ OBE	% of Contract
Giroux Glass, Inc.	F/C	WBE	5.00%
Barrio Planners Inc.	M/HA	MBE	0.39%
Wagner Engineering & Survey, Inc.	F/C	WBE	0.71%
Rose & Kindel	F/C	WBE	0.36%
JP Electrical Company	M/APA	MBE	1.26%
Heritage Unlimited, Inc. dba Heritage Business Products	F/AA	WBE	0.36%
Backstrom & Associates		OBE	0.21%
Archeon International		OBE	0.39%
Sidney Uniforms		OBE	0.14%
Total MBE Participation			1.65%
Total WBE Participation			6.43%
Total OBE Participation			0.74%

Adshel, in their submittal, states that "Ongoing interviews and discussions with potential M/WBE partners, many of whom have requested more time and more information about Coordinated Street Furniture Project, will yield firm bids by contractors and commitments by Adshel totaling at least \$20,625,000 or 29.52% M/WBE participation before contract agreement between the City of Los Angeles and Adshel."

The OCC has verified the listed subconsultants' certifications.

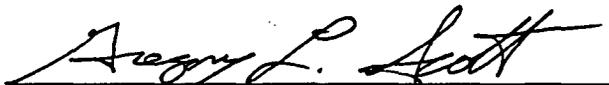
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Report Prepared by:

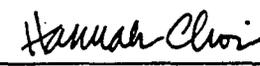
Engineering Division

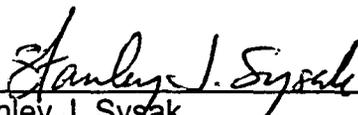
Victor M. Osugi  
Division Engineer  
Phone (213) 847-5106

Respectfully Submitted

  
\_\_\_\_\_  
Gregory L. Scott, Director  
Bureau of Street Services

Compliance review performed and reviewed  
by:

  
\_\_\_\_\_  
Hannah Choi  
Program Manager  
Office of Contract Compliance

  
\_\_\_\_\_  
Stanley J. Sysak  
Inspector of Public Works  
Bureau of Contract Administration

Department of Public Works

FEB 21 2001

Bureau of Street Services

Bureau of Contract Administration

Joint Report No. 1

  
Secretary

February 21, 2001

**Copy**Request for Proposals for Coordinated Street Furniture ProgramRecommendation

Authorize the Director of the Bureau of Street Services to issue the transmitted Request for Proposal (RFP) for a Coordinated Street Furniture Program to receive proposals from potential, qualified service providers.

Transmittals

1. Request for Proposal for a Coordinated Street Furniture Program
2. "Notification of Intent to Contract" to the Office of Administrative and Research Services (OARS), dated February 16, 2001.

Discussion:

On June 7, 2000, the City Council adopted a jointly sponsored Motion (00-1073) by Councilmembers Pacheco, Walters, Miscikowski, and Padilla, for the development of a comprehensive City-wide street furniture program. The Council Motion directed the Department of Public Works-Bureau of Street Services (DPW-BSS), along with the Chief Legislative Analyst (CLA), to negotiate and execute a contract with a consultant to develop a Request for Proposal (RFP) to solicit proposals for such a program. The Motion further directed the Department of Public Works and CLA to release the RFP to the public and report back to the full City Council with a recommended contractor that would implement said program.

A team comprised of Robert Kennedy from the Board Office, Lynne Ozawa from the CLA's Office, Chris Westhoff from the City Attorney's Office, and Victor Osugi from the Bureau of Street Services, was subsequently created to comply with the instructions set forth by the Council Motion. This team proceeded to retain the services of Anna Apostolos, a consultant with expertise in similar street furniture programs nation wide, who assisted the team in creating the attached RFP for a Coordinated Street Furniture Program. As delineated by the Council Motion, the Coordinated Street Furniture Program will provide the following amenities for City streets: automated public toilets, public service structures, news stands/vendor kiosks, transit shelters, modular news racks, and non-billboard associated ad panels/pillars.

The Office of Administrative and Research Services (OARS) has been informed of this Bureau's wishes to issue a Request for Proposal for the Coordinated Street Furniture Program with a "Notification of Intent to Contract" memo dated February 16, 2001.

All prospective service providers for the Coordinated Street Furniture Program will be required to complete and/or acknowledge all of the following Board required forms/policies in their RFP submittals regarding: Affirmative Action Programs, MBE/WBE/DBE participation, City Child Care Policy, Declaration of Compliance with the City's Living Wage Ordinance, Declaration of Compliance with the City's Job Training and Employment Policy, the Arab Boycott of Israel, and Compliance with Charter Section 126.

The following schedule has been established to expedite this RFP/contract process in accordance with the City Council request:

February 21, 2001	Receive Board permission to issue the RFP
February 21, 2001	Issue RFP to Qualified Service Providers
March 2, 2001	Mandatory Pre-Proposal Conference with Qualified Service Providers
March 9, 2001	Staff issues responses to questions raised at Pre-Proposal Conference
March 21, 2001	Staff develops proposal evaluation check list
May 4, 2001	Proposals due to the Board of Public Works before 10:00 AM
May 14-18, 2001	Interviews conducted with potential service providers
May 21, 2001	Final Staff review of proposals, Staff selection of final service provider
June 1, 2001	Staff recommends final service provider to Board
June 5, 2001	Board recommendation forwarded to City Council
June 22, 2001	City Council Selects final service provider; directs BPW-BSS to execute contract

It is anticipated that there will be no fiscal impact to the City's general fund as a result of this Program. Costs associated with the installation and maintenance of the Coordinated Street Furniture Program will be offset by revenues generated from the advertising kiosks. It is also foreseeable that this Program will have the ability to generate revenue for the City in excess to implementation and maintenance costs.

Department of Public Works

Bureau of Street Services  
Bureau of Contract Administration  
Joint Report No. 1

February 21, 2001

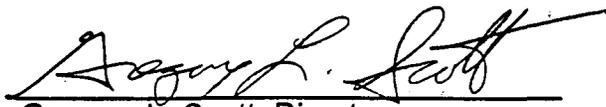
Page 3

Report Prepared by:

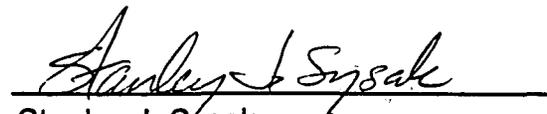
Engineering Division

Victor M. Osugi  
Division Engineer  
Phone (213) 847-5106

Respectfully Submitted,



Gregory L. Scott, Director  
Bureau of Street Services.



Stanley J. Sysak  
Inspector of Public Works  
Bureau of Contract Administration

Coordinated Street Furniture Program  
**Pre-Proposal Conference Attendance Sheet**  
 March 2, 2001

Company	Name	Telephone	FAX	E-mail
Adshel	Martina Schmidt	(212) 755-8282	(212) 753-6984	mschmidt@adshelinc.com
All Seasons Awning	Gary Fiala	(310) 532-9600	(310) 532-9700	
Anderson Group	Pamela Anderson	(562) 438-5299	(562) 438-2775	andersonpk@prodigy.net
Archeon	Christopher Pak	(213) 380-3856	(213) 380-3898	cpak@arceongroup.com
Culver Amhearst	John Hall	(714) 596-5222		johnhall@earthlink.net
Dugan & Associates	Alan Cade		(818) 752-7976	
Gateway Science and Engineering	Fernando Calderon	(626) 584-1847	(626) 577-1578	fcalderson@gsande.com
Hering Bau	Peter Koch	(516) 671-6271	(516) 671-6271	pkoch@optonline.net
In	Gary Fink	(310) 395-4237	(310) 395-0418	
Infinity/Outdoors	Tim Fox	(323) 276-7206	(323) 221-1839	tim.fox@infoutdoor.com
Infinity/Outdoors	Doreen Roberts	(323) 222-7171	(323) 221-1839	
JCDecaux	Harrel S. Adams*	(323) 254-9507	(323) 254-8161	hadams1805@aol.com
JCDecaux	Francois Nion	(212) 614-0990	(212) 614-8125	francois.nion@JCDecauxusa.com
Kelly, Lytton, Mintz, & Vann, LLP	Peter Kelly	(310) 277-5333	(310) 277-5953	pdkelly@aol.com
Mistral Enterprises	Harrel S. Adams*	(323) 254-9507	(323) 254-8161	hadams1805@aol.com
Municipal Contract Independent	Janice Ferguson	(408) 867-9728	(408) 867-6971	jfnides@aol.com
Rose & Kindel	Kelly Ristuccia	(213) 624-1030	(213) 624-0123	kristuccia@rosekindle.com
Shelter Clean	Alan Mudge	(818) 846-1300	(818) 846-3242	scialm@aol.com
STI - Outdoor	Juan Levy**	(213) 612-7746	(213) 947-1555	juan.levy@sti-outdoor.net
Strategic Tech International	Juan Levy**	(215) 732-6600	(215) 732-6564	jdlevy@yahoo.com
Suisman Urban Design	Doug Suisman	(310) -230-9997	(310) 230-0321	suisman@suisman.com
Tolar Manufacturing	Laura Rense	(714) 985-9100	(714) 985-9111	Lrense@tolarmfg.com
Tolar Manufacturing	Gary Tolar	(714) 985-9100	(714) 985-9111	Gtolar@tolarmfg.com
Valverde Construction, Inc.	Sharon Metoyer	(562) 906-1826	(562) 906-1918	
<b>City Staff -</b>				
BCA-OCC-Affirmative Action	Ed Gonzlez	(213) 847-5533	(213) 847-5566	
BCA-OCC-Subcontractor Outreach	Lupe Diaz	(213) 847-5539	(213) 847-5566	
BCA-OCC	Lynda McGlinchey	(213) 847-5527	(213) 847-5566	
City St. Furniture Consultant	Anna Apostolos	(714) 928-4922		aapostolosaol.com
BSS-Engineering Division	Lance Oishi	(213) 847-5139	(213) 485-1267	loishi@bss.lacity.org
BSS-Engineering Division	Victor Osugi	(213) 847-5106	(213) 485-1267	vosugi@bss.lacity.org
Chief Legislative Analyst	Lynne Ozawa	(213) 473-5744		lozawa@cla.lacity.org
City Attorney	Chris Westhoff	(213) 485-6262	(213) 847-0399	
Mayor's Office	Mario Marin	(213) 847-6205	(213) 847-1140	mmarin@mayor.lacity.org
OARS-Contract Enforcement	Nghiem Tran	(213) 485-3589		ntran@oars.lacity.org
OARS-Contract Enforcement	Joy Santiago	(213) 485-8870		jsantiago@oars.lacity.org
BCA-Special Research and Investigation	Russ Strazella	(213) 580-5012		rstrazella@bca.lacity.org

**Program for 150 APT's, 2500 Bus Shelters, 100 Newsstands/Vendor Kiosks**

Compensation - Revenue	Adshel		Infinity Decaux
Guaranteed Minimum for 20 Year Contract	96.08 million		150 million
Percent of Shared Revenue to City	18% of all gross advertising receipts	investment recovery program years 1-7	20%
Compensation - Value added Services	Adshel		Infinity Decaux
Creation of new jobs locally	25% City resident hiring goals - Community Apprenticeship program - high school student internships/summer jobs - Union labor		50 new community jobs - Program to employ homeless- Community outreach for community jobs
Public Service Panels	17% monthly First Sale Network Public service will be most prominent placement with thorough distribution		18% of inventory 300 panels on APTs, 825 on other ad panels
Public Art Program	Individually commissioned Mosaics on every APT		None
Modular Newsrack Program	Dedicated staff to monitor & coordinate modular newsrack program - has met with 9 publishers		Will supply 100 newsracks
News/Vendor Kiosk Program	Will provide City with Comprehensive marketplace study to establish new vendor kiosks lines of merchandise in addition to Newsstands - 26 of 30 current vendors signed agreement to move into new structures		Will supply and coordinate 100 Newsstand Kiosks
Bus Tracking Technology	NEXTBUS monitoring system display in every transit shelter		Technology available to display City developed monitoring system

Energy Efficiency	World Box lightbox units use 40% less power than comparable display boxes	Solar power available for non-advertising shelters, but not included in proposal
	During term of contract fleet of 80-100 vehicles will be changed out to hybrid or electric engine technology.	Not Stated
Marketing Program	Will provide free marketing consultation and access to design facilities for cultural and public service organizations	Design & printing of 20 different City Maps

Street Furniture Program	Adshel	Infinity Decaux
APT's	150	150
Transit Shelters	2500 New Shelters (new design)	Renovate 900 Existing Shelters; 1600 New Shelters (250 new design, 1350 Boulevard design); 2500 Total Shelters
Non Advertising Shelters	700 (included in 2500)	1350 (included in 2500)
Newsstands/Vendor Kiosk	100	100
Modular News Racks	127	100
Litter Receptacles	150 Recycling/Litter Bins (\$1000 each, total \$150,000)	1550 Litter Bins at Bus Shelters (\$179 each, total \$277,450)
Computer Information Terminals	150	20
Emergency Telephones	100	100
Non-Billboard Advertising	Adshel	Decaux
Non Billboard Advertising Panels/Pole Mounted Panels	0	3,460

Non Billboard Advertising Pillar	600 with wrap around bench	60
Advertising on Franchise Structures	3,830	2,800
Maintenance & Service	Adshel	Infinity Decaux
Dollar Commitment to Maintenance and Services Annually	\$9,443,000	\$7,932,229
APTs	Maintained, supplied and inspected 2 times a day - Frequency increased as deemed necessary by remote monitoring unit - Any problems with unit sends signal to operations center for immediate response	Maintained and supplied 2 times a day
All other Street Furniture	Twice weekly cleaning & inspection, frequency increased as necessary - Pick up trash & weed removal in adjacent area - Sidewalk & structure steam cleaned 2 times quarterly - more often if necessary- Newsstands/kiosks operators may elect to have after hours security system (optional)	Twice weekly cleaning & inspection, frequency increased as necessary - Pick up trash in adjacent areas - 5 regional offices- community based team - Sidewalk & structure steam cleaned 2 times quarterly
Response Time	Emergency response as public safety warrants - Glass replacement in 2 hours - Other repairs made in 24 hours - Will coordinate with 311 service notification - Zero tolerance for graffiti & vandalism - Barcode wireless transmission system to give real time maintenance/repair information to City	1 hour Emergency Response - Repairs made in 24 hours - current subcontractor to provide repair service - Zero tolerance for graffiti & vandalism - Operator input for maintenance monitoring by City
Best Performance	Adshel	Infinity Decaux

	Over 3, 000 municipal contracts on 5 continents - over 100,000 structures	1,411 municipal contracts on 5 continents - 148,648 structures
Contracts		
APTs	55 financed by Advertising; Disabled accessible units in operation since 1997	89 financed by Advertising - 3,075 operated by Lease Agreement with Cities; invented automatic public toilets; units in operation since 1981
References	Maintenance - Excellent Quality of Product - Excellent	Maintenance - Excellent Quality of Product - Excellent
Advertising	Global leader in Out-of-Home Advertising - Sister companies Eller Media & Moore Group Outdoor advertising since 1918, LA based Foster & Klieser	Infinity is the largest Out-of-Home Advertising provider in North America - Current Advertising sales for Los Angeles shelter program
Financial Stability	Adshel	Infinity Decaux
Parent Company	Clear Channel Communications \$56 Billion Company	Viacom & JC Decaux \$90 Billion Company
Financial Statements	Annual Reports Submitted	Audited Financial Statements Submitted
<b>Installation Schedule</b>	<b>Adshel</b>	<b>Infinity Decaux</b>

Street Furniture Elements, Except APTs and Newsstands

Within 1st 2 years of award

TRANSMITTAL #4

Proposal Ratings

Category	Total Possible Points	Rater A		Rater B		Rater C	
		Adshel	Infinity Decaux	Adshel	Infinity Decaux	Adshel	Infinity Decaux
Past performance as a firm on Contracts of similar size and scope	20	15	20	16	20	14	20
Compensation package	25	19	24	14	23	16	23
Proposed coordinated street furniture program	25	20	21	22	21	21	23
Maintenance and service plan	20	16	18	18	18	17	18
Financial stability	10	10	10	8	9	7	10
<b>Total</b>	<b>100</b>	<b>80</b>	<b>93</b>	<b>78</b>	<b>91</b>	<b>75</b>	<b>94</b>

J. MICHAEL CAREY  
City Clerk

FRANK T. MARTINEZ  
Executive Officer

When making inquiries  
relative to this matter  
refer to File No.

00-1073-S1

# CITY OF LOS ANGELES

CALIFORNIA



RICHARD J. RIORDAN  
MAYOR

Office of the  
**CITY CLERK**  
Council and Public Services  
Room 615, City Hall  
Los Angeles, CA 90012  
Council File Information - (213) 485-5703  
General Information - (213) 485-5705  
Fax: (213) 847-0636  
Fax: (213) 485-8944

HELEN GINSBURG  
Council and Public Services Division

PLACE IN FILES

FEB 13 2001

DEPUTY

February 8, 2001

Honorable Richard Riordan, Mayor  
Councilmember Walters  
Councilmember Feuer  
Office of Administrative and  
Research Services  
Board of Public Works

Controller, Room 1200  
Accounting Division, F&A  
Disbursement Division  
Chief Legislative Analyst  
City Attorney  
Bureau of Street Services

RE: TRANSFER OF FUNDS FOR SERVICES IN CONNECTION WITH THE DEVELOPMENT OF A  
COMPREHENSIVE STREET FURNITURE PROGRAM

At the meeting of the Council held January 24, 2001, the following  
action was taken:

Attached motion (Walters - Feuer) adopted.....	_____ X _____
Attached resolution adopted( ).....	_____
Ordinance adopted.....	_____
Motion adopted to approve attached report.....	_____
Motion adopted to approve attached communication.....	_____
To the Mayor FORTHWITH.....	_____
Ordinance Number.....	_____
Publication date.....	_____
Effective date.....	_____
Mayor vetoed.....	_____
Mayor concurred.....	_____ 02/05/01 _____

*J. Michael Carey*  
City Clerk  
vdw

steno/001073.1

Mayor's Time Stamp

City Clerk's Time Stamp

RECEIVED

'01 JAN 30 13:16

DEPUTY MAYOR

BY

CITY CLERK

01 JAN 30 PM 8:05

RECEIVED  
CITY CLERK'S OFFICE

SUBJECT TO MAYOR'S APPROVAL

COUNCIL FILE NO. 00-1073-S1

COUNCIL DISTRICT NO. \_\_\_\_\_

COUNCIL APPROVAL DATE January 24, 2001

RE: TRANSFER OF FUNDS FOR SERVICES IN CONNECTION WITH THE DEVELOPMENT OF A  
COMPREHENSIVE STREET FURNITURE PROGRAM

BY

CITY CLERK

01 FEB -6 PM 3:22

RECEIVED  
CITY CLERK'S OFFICE

**FEB 09 2001**

LAST DAY FOR MAYOR TO ACT \_\_\_\_\_  
(10 Day Charter requirement as per Charter Section 341)

**DO NOT WRITE BELOW THIS LINE - FOR MAYOR OFFICE USE ONLY**

APPROVED



\*DISAPPROVED

\*Transmit objections in writing pursuant to Charter Section 341

DATE OF MAYOR APPROVAL OR DISAPPROVAL **FEB 05 2001**

**FEB 07 2001**

*CD 5 945  
Bay St. Services  
BPW  
OARS  
CHA  
Corte  
Atty*



MAYOR

steno/001073.1

20

TO CITY CLERK FOR PLACEMENT ON NEXT  
REGULAR COUNCIL AGENDA TO BE POSTED #64  
JAN 17 2001

**MOTION**

The Board of Public Works is currently developing a comprehensive street furniture program, including newsracks, transit shelters, trash receptacles, kiosks and automated public toilets. A contractor has been working with City staff on this project, but the contract must be extended and additional funds are needed for the extension period, to allow for the completion of the development of this program concept, drafting of a Request For Proposals and selection of a contractor for the comprehensive street furniture program.

I THEREFORE MOVE that the Council, subject to the approval of the Mayor, authorize the Controller to transfer \$140,000 from Fund 100 Dept. 62 (Bureau of Street Services) Revenue Source No. 4101 to Fund No. 100 Dept. 74 (Board of Public Works) Account No. 3040 (Contractual Services) for services in connection with the development of a comprehensive street furniture program, including a newsrack ordinance and development of a Request For Proposals for selection of a contractor for this program.

*Handwritten mark*

PRESENTED BY *Lita Mattar*

SECONDED BY *Mubal...*

**MOTION  
ADOPTED**

JAN 24 2001

LOS ANGELES CITY COUNCIL

*RG*

COUNCIL VOTE

24-Jan-01 11:41:23 AM, #5

Items For Which Public Hearings Have Not Been Held - Items 11-24

Voting on Item(s): 11,15a-15e,17-20,22-24

Roll Call

BERNSON	Absent
CHICK	Yes
FEUER	Yes
*GALANTER	Yes
HERNANDEZ	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Absent
PADILLA	Yes
RIDLEY-THOMAS	Yes
SVORINICH	Absent
WACHS	Yes
WALTERS	Yes
FERRARO	Absent
	Absent

Present: 10, Yes: 10 No: 0