

# REPORT OF THE CHIEF LEGISLATIVE ANALYST

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February 27, 2007

To: Honorable Members of the  
Los Angeles City Council

From: Gerry F. Miller *Gerry F. Miller*  
Chief Legislative Analyst

Assignment No. 07-02-0339

## Coordinated Street Furniture Program - Contract Amendment No. 1

### Summary

Transmitted for your consideration is Amendment No. 1 to the contract between the City and CBS Decaux LLC (successor in interest to Viacom Decaux, LLC) contractor for the City's Coordinated Street Furniture Program. The City selected the contractor through a Request For Proposals process during December 2001.

On December 16, 2005 (C.F. 00-1073), the Council approved modifications to the street furniture siting approval process contained in the Agreement between the City and CBS Decaux LLC for the Coordinated Street Furniture Program (CSFP). At that time the Council requested the City Attorney to continue to negotiate potential options to possibly recoup program revenue foregone since the beginning of this program in 2001, and to submit a proposed contract amendment to memorialize the modifications approved in concept by the Council and any additional revenue adjustments that the City Attorney could successfully negotiate.

Since that time the City Attorney and staff from this office have had numerous discussions with representatives of CBS Decaux regarding the possibility of the City earning "Guaranteed Revenue" which was dependent on the City meeting certain permitting levels for street furniture items. It has become apparent that there is no opportunity at this time for the City to negotiate any provisions to recoup foregone program revenue. This is primarily due to stalled negotiations between the contractor and the Los Angeles County Tax Assessor regarding Possessory Interest Tax (PIT) which the County has been levying on CBS Decaux due to the County's misinterpretation that the street furniture elements are privately owned by the contractor, rather than recognizing the contractual relationship between the City and the contractor whereby the contractor is installing and maintaining the street furniture owned by the City. Another factor is the Metrolights off-site signs which have been installed on private property in close proximity to the public right-of-way, which have become a source of direct competition for the advertising sold by CBS Decaux and was not anticipated when the contract for this program was executed in 2001.

### **Summary of Contract Amendment No. 1**

Contract amendment No. 1 provides for a revised permitting process for installing street furniture, if at any point in time a Council Office drops below 75 percent approval of the total number of street furniture siting requests submitted by CBS Decaux for approval. The revised permitting process incorporates time periods by which the Council Office, contractor, neighborhood Councils and Bureau of Street Services staff must respond. As long as a Council District has approved at least 75 percent of the total number of street furniture siting requests submitted by the Contractor, the permitting process contained in the original agreement will apply (see Attachment 1). Contract Amendment No. 1 also incorporates the successor entity (CBS Decaux LLC) in place of the original contractor, Viacom Decaux LLC, and updates contact addresses.

#### **Revised Permitting Process**

On December 16, 2005, the Council approved the following alternate permitting process for Council Offices which have approved less than 75 percent of the permit requests submitted by CBS Decaux for siting street furniture. Once a Council Office approves at least 75 percent of such permit requests, the original permitting process will be in effect, as contained in Attachment 1.

#### **4.2.2 (b) Alternate Permitting Process**

The following permitting process will become effective, in lieu of the specified permitting process contained in 4.2.2 (a), if at any time a Council Office has not approved a minimum of 75 percent of the total number of street furniture siting requests submitted by the Contractor for approval. Council Office compliance with the minimum 75 percent specified above will be re-evaluated when the quarterly report submitted by CBS Decaux is filed with the City. Council Offices will be notified by the Department of Public Works, Bureau of Street Services of its approval rating within 10 business days of receipt of the quarterly report. At the time a Council Office exceeds the minimum 75 percent site approval threshold, the Permitting Process specified in 4.2.2 (a) of the contract will become effective.

- (1) CBS Decaux shall submit/resubmit all outstanding street furniture siting requests to Council District Offices located at 200 N. Spring Street, 4<sup>th</sup> Floor, Los Angeles, California 90012. CBS Decaux shall submit a maximum of 30 siting requests, such that at any point in time there shall be no greater than 30 outstanding requests submitted for approval with any individual Council Office.
- (2) The Council Office shall respond in writing, as specified below, to street furniture siting requests submitted by CBS Decaux, including stipulation of design, color and city amenity component for each such site, within 15 business days:
- (3) If “Yes,” then the Council Office will sign the siting request form and stipulate the design, color and city amenity component for each structure,

within 15 business days of receipt of the siting request. If a design, color or city amenity component is not stipulated then the default for each will be installed (“Boulevard” design; Ivy Green; City amenity component determined by mutual agreement of the Department of Public Works and CBS Decaux, in accordance with Section 2.4).

- (4) If “No,” then within 15 business days of receipt of the siting request, the Council Office will either: (1) submit to CBS Decaux three alternate sites within 500 feet of the originally requested site; or (2) contact CBS Decaux to mutually find an acceptable alternate site within the following 15 business days. If requested by the Council Office, CBS Decaux will jointly develop alternate sites with the Council Office for consideration. If an alternate location is not identified and mutually agreed upon through negotiation between the Council Office and CBS Decaux, then the originally requested site and alternative sites considered in the negotiation, will be submitted by the Bureau of Street Services to the Board of Public Works for determination. The Board of Public Works determination will be communicated, in writing, to the Council Office and will be final unless the affected Council Office requests, within 10 business days of receipt of such notice, for the Board’s determination to be reviewed by the City Council. In this event, the City Council’s determination will be final.
- (5) If a Council Office wishes for an affected Neighborhood Council or community group to have an opportunity to provide input before the Council Office makes a decision regarding a siting request, then the Council Office will have 15 business days to request CBS Decaux to deliver the siting request to the Neighborhood Council’s or community group’s president for placement on the Neighborhood Council’s or community group’s meeting agenda for consideration. Further, CBS Decaux and/or Public Works Department staff will make a presentation on the Coordinated Street Furniture Program, if desired by the Neighborhood Council or community group. From the date the Council Office requests input from the affected Neighborhood Council or community group, the Neighborhood Council or community group will have a 60 day period to provide input to the Council Office. The Council Office will then have the balance of the original 15 business day period, or 5 business days, whichever is longer, to notify CBS Decaux, in writing, whether the siting request has been approved or, disapproved. In the event of a disapproval the written notice shall be accompanied by the submission of three alternate locations within 500 feet of the originally requested location, for CBS Decaux to consider. CBS Decaux and the Council Office will then have 15 business days to find a mutually acceptable alternate location. If an alternative siting location is not identified and mutually agreed upon through negotiation between the Council Office and CBS Decaux, then the originally requested site and alternative sites considered in the negotiation, will be submitted by the Bureau of Street Services to the Board of Public Works for

determination. The Board of Public Works (Board) determination will be communicated, in writing to the Council Office, and will be final unless the affected Council Office requests, within 10 business days of receipt of such notice, for the Board's determination to be reviewed by the City Council. In this event, the City Council's determination will be final.

- (6) If the Neighborhood Council or the community group does not provide input within 60 days to the Council Office on the requested site, or provide alternate sites, as specified above, the Council Office will then have the balance of the original 15 business day period, or five business days, whichever is longer, to notify CBS Decaux, in writing, whether the siting request has been approved or, disapproved with the submission of three alternate locations within 500 feet of the originally requested site, for CBS Decaux to consider and to reach a mutually agreed upon siting location. If an alternative siting location is not identified and mutually agreed upon through negotiation between the Council Office and CBS Decaux, then the originally requested site and alterative sites considered in the negotiation, will be submitted by the Bureau of Street Services to the Board of Public Works for determination. The Board of Public Works determination will be communicated, in writing, to the Council Office, and will be final unless the affected Council Office requests, within 10 business days of receipt of such notice, for the Board's determination to be reviewed by the City Council. In this event, the City Council's determination shall be final.

#### **Updated Status of Contract Payments**

The Department of Public Works, Bureau of Street Services reports that as of January 2007 the City has earned a total of approximately \$16 million under the provisions of the contract with CBS Decaux. If the City had approved sufficient street furniture siting permits, in accordance with the Roll-out Schedule included in the contract, the City would have earned a minimum annual fee of \$32 million.

#### **Recommendation**

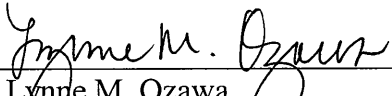
That the Council, subject to the approval of the Mayor:

1. Authorize the President, Board of Public Works to execute an amendment to the contract between the City and CBS Decaux LLC for the Coordinated Street Furniture Program, substantially as attached to this report, subject to the approval of the City Attorney as to form and legality, to accomplish the following:
  - A. Recognize the new ownership of the contractor, CBS Decaux LLC, successor to Viacom Decaux LLC.
  - B. Provide an alternate permitting process for Council Offices which have not approved a minimum of 75 percent of street furniture siting requests submitted by the contractor.

2. Instruct the Department of Public Works, Bureau of Street Services to report by October 1, 2007 with a status report on the siting permits approved by Council Districts.

## **FISCAL IMPACT STATEMENT**

The proposed contract amendment will provide the potential for the City to earn a minimum \$118 million, if the City issues the contractually required permits for the specified types of street furniture during the remaining 13 years of the contract, rather than a minimum \$26 million. One half of the annual payments from the contractor are deposited into the General Fund, while the remainder is deposited into the Street Furniture Revenue Fund and divided equally among all Council Districts.

  
\_\_\_\_\_  
Lynne M. Ozawa  
Assistant Chief Legislative Analyst

Attachment      1. Permitting Process In the Original Agreement  
                     2. Draft Contract Amendment No. 1

GFM:LMO

## PERMITTING PROCESS IN THE ORIGINAL AGREEMENT

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) Permitting Process**

- (1) STEP 1- Viacom Decaux will survey the City and develop a list of proposed installation sites.
- (2) STEP 2 - Viacom Decaux will plot proposed installation sites included in any Historic Preservation Overlay Zones, Specific Plan Areas, Scenic Parkways, Targeted Neighborhood Initiative Areas, Pedestrian Oriented Districts, Transit Oriented Districts, Business Improvement Districts and other areas as may be designated by Council.
- (3) STEP 3 - Viacom Decaux will submit to the Councilmember of each affected district the list of proposed sites, in a preliminary plan format identifying which are located in HPOZ's, Specific Plans, Scenic Parkways, TNI's Pedestrian Oriented Districts, Transit Oriented Districts, BID's and other areas as may be designated by Council.
- (4) STEP 4 - The Councilmember of the district may request Viacom Decaux to make presentations about the proposed street furniture locations and amenities before any neighborhood council or other such community group, before the permit is processed further.
- (5) STEP 5 - Councilmember will issue written approval of acceptable sites and stipulate the design, color and city amenity component for each such site. Councilmember may not approve all initially proposed sites and may request alternate sites from Viacom Decaux. City amenity component choices are limited to 100 emergency phones and 20 computer terminals, citywide. Otherwise the City may choose from all other alternative city amenity components specified in Sec. 2.4. All other city amenity components are available for selection to meet community needs.
- (6) STEP 6 - Viacom Decaux will submit Councilmember approved installation sites to the Bureau of Street Services for review and send notification to the abutting property owner. If within 15 days no objection is received, the complete package will be forwarded to the Street Furniture Task Force for consideration.
- (7) STEP 7 - Street Furniture Task Force will review the sites to ensure conformity to City codes and ordinances and to evaluate the various design elements of the street furniture. If sites conform, then Viacom Decaux will be instructed to develop final site plans.
- (8) STEP 8 - Viacom Decaux will submit final site plans to the Street Furniture Task Force for approval.
- (9) STEP 9 - If Street Furniture Task Force approves final site plans, then the Bureau of Street Services will approve issuance of an installation permit for the approved site(s).
- (10) STEP 10 - Viacom Decaux will submit permit fees and will be

issued the permit at the One Stop Counter of the Bureau of Engineering. Viacom Decaux will notify BOSS of the installation schedule for field inspection.

# ATTACHMENT 2

AGREEMENT NO. C-102477

## AMENDMENT NO. 1 AGREEMENT

**FOR COORDINATED STREET FURNITURE**

between the

**CITY OF LOS ANGELES**

and

**CBS DECAUX LLC**

**Dated \_\_\_\_\_, 2007**



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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

APPENDIX 4 INSURANCE REQUIREMENTS

APPENDIX 5 CITY’S CHILD SUPPORT ASSIGNMENT ORDERS

APPENDIX 6 CERTIFICATION OF LIVING WAGE COMPLIANCE

APPENDIX 7 CERTIFICATION OF ADA COMPLIANCE

APPENDIX 8 CERTIFICATION OF EQUAL BENEFITS  
COMPLIANCE

**FIRST AMENDMENT TO CONTRACT NO. C-102477**

BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CBS DECAUX, LLC

THIS FIRST AMENDMENT TO CONTRACT NO. C-102477 is made and entered into by the City of Los Angeles, a municipal corporation (hereinafter the "City"), and CBS Decaux, LLC (hereinafter "Contractor"), successor in interest to Viacom Decaux..

WITNESSETH

WHEREAS, on December 21, 2001, the City and Viacom Decaux, LLC entered into Contract No. C-102477 for the provision of a Coordinated Street Furniture Program (the "Program" as defined in this Agreement) including a) the installation, operation and maintenance of Street Furniture; b) the integration of City Amenity Components 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; and

WHEREAS, Contract No. C-102477 included a Projected Rollout Schedule for issuing final installation permits for elements of street furniture and in specified quantities; and

WHEREAS, the Minimum Annual Fee to be paid by Viacom Decaux to the City is dependent upon the City's issuance of final installation permits in conformance with the Projected Rollout Schedule; and

WHEREAS, the number of final installation permits issued for specified types of street furniture have not conformed with the Projected Rollout Schedule and the minimum annual revenue payments have, therefore, not been paid to the City; and

WHEREAS, on January 1, 2006, CBS Decaux became the successor in interest to Viacom Decaux through a stock purchase transaction; and

WHEREAS, the on December 16, 2005, the City Council of the City of Los Angeles approved, and to which CBS Decaux agreed, a modified permitting process which will better facilitate the approval of street furniture siting requests and the issuance of final installation permits in conformance with the Projected Rollout Schedule.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

**ARTICLE 1 1**

**DEFINITIONS**

**ARTICLE 2**

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

**2.1 *Program Description***

**No change.**

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

**No change.**

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

**2.3.1 *Exclusive Rights***

**No change.**

**2.4 *CITY Amenity Components***

**( a) No change.**

**( b) No change.**

**( c) No change.**

**( d) No change.**

**( e) No change.**

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

No change.

ARTICLE 3

TERMINATION OF EXISTING CONTRACT

3.1 No change.

3.2 No change.

3.3 No change.

ARTICLE 4

RESPONSIBILITIES OF AND TASKS  
TO BE PERFORMED BY THE CONTRACTOR

4.1 *Scope of Services*

4.1.1 No change.

4.1.2 No change.

4.2 *Number and Locations of Street Furniture*

4.2.1 No change.

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) **Permitting Process**

(1) **STEP 1- Viacom Decaux will survey the City and develop a list of proposed installation sites.**

(2) **STEP 2 - Viacom Decaux will plot proposed installation sites included in any Historic Preservation Overlay Zones, Specific Plan Areas, Scenic Parkways, Targeted Neighborhood Initiative Areas, Pedestrian Oriented Districts, Transit Oriented Districts, Business Improvement Districts and other areas as may be designated by Council.**

(3) **STEP 3 - Viacom Decaux will submit to the Councilmember of each affected district the list of proposed sites, in a preliminary plan format identifying which are located in HPOZ's, Specific Plans, Scenic Parkways, TNI's Pedestrian Oriented Districts, Transit Oriented Districts, BID's and other areas as may be designated by Council.**

**(4) STEP 4 - The Councilmember of the district may request Viacom Decaux to make presentations about the proposed street furniture locations and amenities before any neighborhood council or other such community group, before the permit is processed further.**

**(5) STEP 5 - Councilmember will issue written approval of acceptable sites and stipulate the design, color and city amenity component for each such site. Councilmember may not approve all initially proposed sites and may request alternate sites from Viacom Decaux. City amenity component choices are limited to 100 emergency phones and 20 computer terminals, citywide. Otherwise the City may choose from all other alternative city amenity components specified in Sec. 2.4. All other city amenity components are available for selection to meet community needs.**

**(6) STEP 6 - Viacom Decaux will submit Councilmember approved installation sites to the Bureau of Street Services for review and send notification to the abutting property owner. If within 15 days no objection is received, the complete package will be forwarded to the Street Furniture Task Force for consideration.**

**(7) STEP 7 - Street Furniture Task Force will review the sites to ensure conformity to City codes and ordinances and to evaluate the various design elements of the street furniture. If sites conform, then Viacom Decaux will be instructed to develop final site plans.**

**(8) STEP 8 - Viacom Decaux will submit final site plans to the Street Furniture Task Force for approval.**

**(9) STEP 9 - If Street Furniture Task Force approves final site plans, then the Bureau of Street Services will approve issuance of an installation permit for the approved site(s).**

**(10) STEP 10 - Viacom Decaux will submit permit fees and will be issued the permit at the One Stop Counter of the Bureau of Engineering. Viacom Decaux will notify BOSS of the installation schedule for field inspection.**

**(b) Alternate Permitting Process**

**The following permitting process will become effective, in lieu of the specified permitting process contained in 4.2.2 (a), if at any time a Council Office has not approved a minimum of 75 percent of the total number of street furniture siting requests submitted by the Contractor for approval. Council Office compliance with the minimum 75 percent specified above will be re-evaluated when the quarterly report submitted by CBS Decaux is filed with the City. Council Offices will be notified by the Department of Public Works, Bureau of Street Services of its approval rating within 10 business days of receipt of the quarterly report. At the time a Council Office exceeds the minimum 75 percent site approval threshold, the Permitting Process specified in 4.2.2 (a) of the contract will become effective.**

**(1) CBS Decaux shall submit/resubmit all outstanding street furniture siting**

requests to Council District Offices located at 200 N. Spring Street, 4<sup>th</sup> Floor, Los Angeles, California 90012. CBS Decaux shall submit a maximum of 30 siting requests, such that at any point in time there shall be no greater than 30 outstanding requests submitted for approval with any individual Council Office.

- (2) The Council Office shall respond in writing, as specified below, to street furniture siting requests submitted by CBS Decaux, including stipulation of design, color and city amenity component for each such site, within 15 business days:
- (3) If “Yes,” then the Council Office will sign the siting request form and stipulate the design, color and city amenity component for each structure, within 15 business days of receipt of the siting request. If a design, color or city amenity component is not stipulated then the default for each will be installed (“Boulevard” design; Ivy Green; City amenity component determined by mutual agreement of the Department of Public Works and CBS Decaux, in accordance with Section 2.4).
- (4) If “No,” then within 15 business days of receipt of the siting request, the Council Office will either: (1) submit to CBS Decaux three alternate sites within 500 feet of the originally requested site; or (2) contact CBS Decaux to mutually find an acceptable alternate site within the following 15 business days. If requested by the Council Office, CBS Decaux will jointly develop alternate sites with the Council Office for consideration. If an alternate location is not identified and mutually agreed upon through negotiation between the Council Office and CBS Decaux, then the originally requested site and alternative sites considered in the negotiation, will be submitted by the Bureau of Street Services to the Board of Public Works for determination. The Board of Public Works determination will be communicated, in writing, to the Council Office and will be final unless the affected Council Office requests, within 10 business days of receipt of such notice, for the Board’s determination to be reviewed by the City Council. In this event, the City Council’s determination will be final.
- (5) If a Council Office wishes for an affected Neighborhood Council or community group to have an opportunity to provide input before the Council Office makes a decision regarding a siting request, then the Council Office will have 15 business days to request CBS Decaux to deliver the siting request to the Neighborhood Council’s or community group’s president for placement on the Neighborhood Council’s or community group’s meeting agenda for consideration. Further, CBS Decaux and/or Public Works Department staff will make a presentation on the Coordinated Street Furniture Program, if desired by the Neighborhood Council or community group. From the date the Council

Office requests input from the affected Neighborhood Council or community group, the Neighborhood Council or community group will have a 60 day period to provide input to the Council Office. The Council Office will then have the balance of the original 15 business day period, or 5 business days, whichever is longer, to notify CBS Decaux, in writing, whether the siting request has been approved or, disapproved. In the event of a disapproval the written notice shall be accompanied by the submission of three alternate locations within 500 feet of the originally requested location, for CBS Decaux to consider. CBS Decaux and the Council Office will then have 15 business days to find a mutually acceptable alternate location. If an alternative siting location is not identified and mutually agreed upon through negotiation between the Council Office and CBS Decaux, then the originally requested site and alternative sites considered in the negotiation, will be submitted by the Bureau of Street Services to the Board of Public Works for determination. The Board of Public Works (Board) determination will be communicated, in writing to the Council Office, and will be final unless the affected Council Office requests, within 10 business days of receipt of such notice, for the Board's determination to be reviewed by the City Council. In this event, the City Council's determination will be final.

- (6) If the Neighborhood Council or the community group does not provide input within 60 days to the Council Office on the requested site, or provide alternate sites, as specified above, the Council Office will then have the balance of the original 15 business day period, or five business days, whichever is longer, to notify CBS Decaux, in writing, whether the siting request has been approved or, disapproved with the submission of three alternate locations within 500 feet of the originally requested site, for CBS Decaux to consider and to reach a mutually agreed upon siting location. If an alternative siting location is not identified and mutually agreed upon through negotiation between the Council Office and CBS Decaux, then the originally requested site and alterative sites considered in the negotiation, will be submitted by the Bureau of Street Services to the Board of Public Works for determination. The Board of Public Works determination will be communicated, in writing, to the Council Office, and will be final unless the affected Council Office requests, within 10 business days of receipt of such notice, for the Board's determination to be reviewed by the City Council. In this event, the City Council's determination shall be final.

- ( a ) No change.
- ( b ) No change.
- ( c ) No change.



( d) No change.

( e) No change.

**4.2. 3 *APT Locations***

( a) No change.

( b) No change.

( c) No change.

( d) No change.

**4.2. 4 *Transit Shelter Locations***

( a) No change.

( b) No change.

( c) No change.

( d) No change.

( e) No change.

( f) No change.

( g) No change.

**4.2. 5 No change.**

( a) *Rapid Bus Program.*

( i) No change.

( ii) No change.

( iii) No change.

( iv) No change.

( b) *LANI Program.*

( i) No change.

( ii) No change.

( iii) No change.

( iv) No change.

**4.2. 6 Other Street Furniture Locations**

No change.

**4.2. 7 Property Owner Objections**

No change.

**4.2. 8 Relocation of Street Furniture**

No change.

**4.2. 9 Installation of Street Furniture**

No change.

( a) No change.

( b) No change.

( c) No change.

( d) No change.

( e) No change.

**4. 3 Street Furniture Design Specifications**

**4.3. 1 APT Designs**

No change.

**4.3. 2 Transit Shelter Designs**

No change.

**4.3. 3 Designs for Public Amenity Kiosks and Other Street Furniture**

( a) No change.

( b) No change.

**4.3. 4 Contractor to Replace 900 Existing Transit Shelters.**

( a) No change.

**4.3. 5 *Vandalism of Street Furniture.***

**No change.**

**4.3. 6 *Street Furniture Placement on State Highways***

**No change.**

**4.3. 7 *Street Furniture Advertising Standards***

**( a) No change.**

**( b) No change.**

**( c) No change.**

**4. 4 *Additional Street Furniture Option in Favor of CITY***

**4.4. 1 No change.**

**( a) No change.**

**( b) No change.**

**4.4. 2 No change.**

**4.4. 3 No change.**

**4. 5 *Fee and Payments to the CITY***

**4.5. 1 No change.**

**( a) No change.**

**( b) No change.**

**( i) No change.**

#### **4.6 *Maintenance of Records***

**No change.**

**ARTICLE 5**

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

**5.1 *Project Manager***

**No change.**

**5.2 *City Technical Information***

**No change.**

**5.3 *CITY Cooperation***

**No change.**

**5.4 *CITY Negotiations with Vendors***

**No change.**

**5.5 *Permits***

**No change.**

**ARTICLE 6**

**TERM OF AGREEMENT  
AND TIME OF EFFECTIVENESS**

**6.1 No change.**

**6.1.1 No change.**

**6.1.2 No change.**

**6.1.3 No change.**

**6.1.4 No change.**

**6.1.5 No change.**

**6.2.1 Annual Review**

**No change.**

**6. 2.2 *Year Six Review***

**No change.**

**6. 3 *Ownership of Structures.***

**( a) No change.**

**( b) No change.**

**( i) No change.**

**( ii) No change.**

**( iii) No change.**

**( iv) No change.**

**ARTICLE 7**

**DEFAULT AND TERMINATION**

**7. 1 *Default by CONTRACTOR***

**No change.**

**7.1. 1 No change.**

**7.1. 2 No change.**

**7.1. 3 No change.**

**7. 2 *Determination of Default***

**7.2. 1 No change.**

**7.2. 2 No change.**

**7.2. 3 No change.**

**ARTICLE 8**

**AMENDMENTS, CHANGES OR MODIFICATIONS**

**No change.**

**ARTICLE 9**

**INDEMNIFICATION AND INSURANCE**

**9.1 *Indemnification***

**No change.**

**9.2 *Insurance***

**No change.**

**9.2.1 *General Conditions***

**No change.**

**9.2.2 *Modification of Coverage***

**No change.**

**9.2.3 *Failure to Procure Insurance***

**No change.**

**9.2.4 *Workers Compensation***

**No change.**

**ARTICLE 10**

**INDEPENDENT CONTRACTOR**

**No change.**

**ARTICLE 11**

**WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

**11.1 No change.**

**11.2 No change.**

**11.3 No change.**

**11.4 No change.**

**11.5 No change.**



**ARTICLE 12**

**NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**No change.**

**ARTICLE 13**

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

**No change.**

**ARTICLE 14**

**SUCCESSORS AND ASSIGNS**

**14.1 No change.**

**14.2 No change.**

**14.3 No change.**

**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 persons for each party addressed as follows:**

**To The CITY:**

**Contact Person: William A. Robertson, Director**

**Address: Bureau of Street Services  
1149 S. Broadway, Suite 400  
Los Angeles, CA 90015  
Attention: Lance Oishi**

**Copy to: Office of the City Attorney  
Attention: Christopher M. Westhoff  
200 N. Main Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012**

**To CONTRACTOR:**

**Contact Person: Francois Nion**

**Address: CBS Decaux, LLC  
1320 Newton Street  
Los Angeles, California 90021**

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

**ARTICLE 16**

**FORCE MAJEURE**

**No change.**

**ARTICLE 17**

**SEVERABILITY**

**No change.**

**ARTICLE 18**

**DISPUTES**

**No change.**

**ARTICLE 19**

**ENTIRE AGREEMENT**

**No change.**

**ARTICLE 20**  
**APPLICABLE LAW,  
INTERPRETATION AND ENFORCEMENT**

No change.

**ARTICLE 21**  
**CURRENT LOS ANGELES CITY BUSINESS  
TAX REGISTRATION CERTIFICATE REQUIRED**

No change.

**ARTICLE 22**  
**SECURITY AND BONDS**

No change.

***22.1 Performance Bonds***

- ( a ) **Installation Security Bond.** No change.
- ( b ) **Installation Liquidated Damages.** No change.
- ( c ) **Maintenance Bond.** No change.

**ARTICLE 23**  
**CHILD SUPPORT ASSIGNMENT ORDERS**

No change.

**ARTICLE 24**  
**REMEDY FOR DELAYS**

**24.1** No change.

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

No change.

**24.3** *Permits and Approvals*

- ( a ) No change.

( b) No change.

24. 4 No change.

24. 5 No change.

## ARTICLE 25

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

25. 1 No change.

25.1. 1 No change.

25.1. 2 No change.

25.1. 3 No change.

25.1. 4 No change.

25.1. 5 No change.

25. 2 No change.

25. 3 No change.

## ARTICLE 26

### EARNED INCOME TAX CREDIT

No change.

## ARTICLE 27

### AMERICANS WITH DISABILITIES ACT

No change.

## ARTICLE 28

### EQUAL BENEFITS ORDINANCE

28. 1 No change.

28.1. 1 No change.

( a) No change.

- (b) No change.
- (c) No change.
- (d) No change.
- (e) No change.
- (f) No change.
- (g) No change.
- (h) No change.

**ARTICLE 29**

**WAIVER**

**No change.**

**ARTICLE 30**

**PERMITS**

**No change.**

**ARTICLE 31**

**CLAIMS FOR LABOR AND MATERIALS**

**No change.**

**ARTICLE 32**

**CONTRACTOR RESPONSIBILITY ORDINANCE**

**No change.**

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

**CBS DECAUX, LLC**

**CITY OF LOS ANGELES**

By: \_\_\_\_\_  
Name: **J. François Nion**  
Title: **Co-Managing Director**

By: \_\_\_\_\_  
Name: **William A. Robertson**  
Title: **Director, Bureau of Street Services**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: **Rockard J. Delgadillo, City Attorney**

By: \_\_\_\_\_  
Name: **Christopher M. Westhoff**  
Title: **Assistant City Attorney**

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

By: **Frank T. Martinez, City Clerk**

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

Dated:

**CITY OF LOS ANGELES**

**APPENDIX 6**

**DECLARATION OF COMPLIANCE**

**NO CHANGE.**

## **APPENDIX 7**

**NO CHANGE.**