



1           Decaux shall complete and submit applications to and receive approval from City's  
2           Department of Public Works. This approval may take the form of one or more  
3           permits issued by the City. Some shelters may be located in the Coastal Zone or  
4           on state highways and those shelters require additional permits. To the extent that  
5           Outfront Decaux desires to install shelters in such locations, Outfront Decaux shall  
6           complete and submit applications to and receive approval from City's Department  
7           of Planning and Building and any other governmental agency or entity having  
8           jurisdiction over the Coastal Zone and state highways as promptly as possible.

9                     C.     Outfront Decaux shall furnish and pay for electrification or  
10           solar-powered illumination of all shelters that are illuminated as of the effective date  
11           of this Agreement and shall indemnify the City for costs associated with same. The  
12           City will use its best efforts to assist Outfront Decaux in obtaining power for such  
13           illumination. Illumination of all new shelters may be considered by both parties and  
14           shall be mutually agreed upon in writing.

15                     D.     The City may require, for any reason that the City deems  
16           reasonable, permanent or temporary relocation of any shelter and Outfront Decaux  
17           shall relocate that shelter and restore the site to its original condition at the sole cost  
18           of Outfront Decaux; provided that the number of relocations may be up to the greater  
19           of twelve (12) shelters in any given 12-month period or which represents seven  
20           percent (7%) of the total inventory. The City may require temporary removal or  
21           relocation of any shelter for work on adjoining streets or on nearby utility facilities  
22           and Outfront Decaux shall temporarily remove or relocate that shelter at the sole  
23           cost of Outfront Decaux. In the event that such relocation is being performed at the  
24           request of a third party, such relocation shall be performed at the sole cost and  
25           expense of such third party. Outfront Decaux shall remove or relocate any shelter  
26           within thirty (30) days after notice from the City to do so, and time is of the essence.  
27           If Outfront Decaux fails to do so within such time, then the parties agree that  
28           damages to the City would be difficult or impractical to determine and Outfront

1           Decaux shall pay to the City One Hundred Dollars (\$100) per day per shelter not  
2           relocated, beginning on the thirty-first day, as liquidated damages.

3                       The City may permit Outfront Decaux to relocate a shelter, at the sole  
4           cost of Outfront Decaux, if Outfront Decaux demonstrates to the City's satisfaction  
5           that revenue from the shelter is insufficient to cover maintenance costs for that  
6           shelter. Outfront Decaux shall not remove or relocate any bus shelter without the  
7           City's prior approval.

8                       E.     Outfront Decaux shall repair or replace bus shelters due to  
9           damage, vandalism or graffiti within twenty-four (24) hours after having been found  
10          at the time of the required twice per week routine maintenance, or within twenty-four  
11          (24) hours upon notification by the City. If shelter or bench damage or vandalism is  
12          such that the public could be exposed to a dangerous situation while in or near the  
13          shelter or bench, Outfront Decaux will repair or, if necessary, remove the entire  
14          shelter or bench within twenty-four (24) hours of notification, leaving the site in a  
15          safe condition, and it will be replaced and made fully operational at the same  
16          location within five (5) working days after removal. In the event Outfront Decaux  
17          does not respond within the time specified above, the City will charge Outfront  
18          Decaux One Hundred Dollars (\$100) per day, per location, until compliance is  
19          achieved. Notwithstanding the foregoing, if a shelter or bench is damaged beyond  
20          repair, Outfront Decaux will promptly remove the entire shelter or bench and replace  
21          it with a new unit within a reasonable time that is mutually agreed upon by the  
22          parties. In addition, if Outfront Decaux fails to respond to requests for maintenance  
23          or repair, the City reserves the right to repair shelters with its own or Long Beach  
24          Transit crews and such costs are to be paid by Outfront Decaux.

25                       2.     TERM.

26                       A.     This Agreement shall begin at 12:01 a.m. on August 1, 2015  
27                       and shall end at midnight on July 31, 2020.

28                       B.     If Outfront Decaux is in default, and Outfront Decaux fails to

1 remedy such default within sixty (60) days after notice thereof, then the City may  
2 terminate this Agreement.

3 C. Upon termination or expiration of this Agreement, Outfront  
4 Decaux shall own all of the existing and new bus shelters installed pursuant to this  
5 Agreement. City may require that Outfront Decaux remove the shelters and restore  
6 the locations to their original condition and configuration within thirty (30) days after  
7 termination or expiration of this Agreement. If Outfront Decaux fails to restore the  
8 locations, then the City shall have the right to undertake the restoration and the  
9 City's cost of restoration shall be paid by Outfront Decaux on receipt of an invoice  
10 for same from the City.

11 3. ADVERTISING FEE. Outfront Decaux shall pay to the City (a) a  
12 guaranteed base amount of One Hundred Forty Dollars (\$140) per month per shelter, or  
13 (b) twenty percent (20%) of net advertising revenue per shelter, whichever of (a) or (b) is  
14 greater. Net advertising revenue means the gross amount invoiced by Outfront Decaux to  
15 the advertiser whose advertising appears on the shelter, less the advertising agency's  
16 commission. At the end of each calendar year, Outfront Decaux may reconcile the  
17 amounts paid to the City pursuant to provision (b) above with any uncollected accounts  
18 written off as bad debt. Outfront Decaux shall submit satisfactory evidence of uncollected  
19 accounts no later than sixty (60) days after the last day of the calendar year, and Outfront  
20 Decaux may deduct any amount due to it from the next quarterly payments due to the City.  
21 The amount due to the City shall be calculated monthly, for each shelter; Outfront Decaux  
22 shall pay to the City all amounts due and accrued no later than thirty (30) days after the  
23 end of each calendar quarter. If a new shelter is installed between the first and the fifteenth  
24 days of a month, then Outfront Decaux shall pay the fee relating to the shelter for the entire  
25 month; if a new shelter is installed between the sixteenth day and the end of a month, then  
26 Outfront Decaux shall not owe a fee for that shelter for the month during which installation  
27 occurred but shall begin paying the fee during the following month. Outfront Decaux shall  
28 pay a late fee of five percent (5%) of any quarterly payment not paid when due, beginning

1 on the thirty-first day.

2 Outfront Decaux shall submit with each quarterly payment a statement  
3 identifying the location of each shelter on which payment is made, the advertiser(s) on  
4 each panel of each shelter, and the amount of net advertising revenue received by Outfront  
5 Decaux for each panel.

6 4. ASSIGNMENT. Outfront Decaux shall not assign its rights or delegate  
7 its duties hereunder, or any interest herein, or any portion hereof, without the prior approval  
8 of the City, except that Outfront Decaux may assign any moneys due or to become due to  
9 it with the prior approval of the City, which consent shall not be unreasonably withheld,  
10 delayed or conditioned. Notwithstanding the foregoing, no consent shall be required for  
11 any assignment by Outfront Decaux to a controlled subsidiary of Outfront Decaux or its  
12 corporate parents, or a purchaser of, or party acquiring, all or substantially all of Outfront  
13 Decaux's assets used in connection with performing this Agreement, provided that Outfront  
14 Decaux shall guarantee the performance of and cause the assignee to assume in writing  
15 all obligations of Outfront Decaux under this Agreement. The rights and obligations of this  
16 Agreement shall bind and benefit any successors or assigns of the parties. Outfront  
17 Decaux shall not subcontract any portion of the performance of services hereunder without  
18 the prior approval of the City, nor substitute an approved subcontractor without the prior  
19 approval of the City. Any attempted assignment, delegation or subcontracting shall be  
20 void, and any assignee, delegate or subcontractor shall acquire no right or interest in this  
21 Agreement by reason of such attempted assignment, delegation or subcontracting.

22 5. INSURANCE. As a condition precedent to the effectiveness of this  
23 Agreement and notwithstanding any commencement date stated herein, Outfront Decaux  
24 shall procure and maintain at Outfront Decaux's expense for the duration of this Agreement  
25 from an insurance company that is admitted to write insurance in the State of California or  
26 that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following  
27 insurance:

28 (a) Commercial general liability insurance or self-insurance

1 equivalent in coverage scope to an ISO CG 00 01 11 85 naming the City of  
2 Long Beach, its officials, employees and agents as additional insureds on  
3 an endorsement equivalent in coverage scope to an ISO CG 20 26 11 85  
4 from and against all liability, including, but not limited to, advertising injury  
5 liability, claims, demands, causes of action, proceedings, penalties,  
6 expenses, and costs for injury to or death of persons, or damage to or loss  
7 of property arising from Outfront Decaux's performance under this  
8 Agreement in an amount not less than Two Million Dollars (\$2,000,000) per  
9 occurrence and not less than Four Million Dollars (\$4,000,000) general  
10 aggregate. This policy shall be endorsed to waive rights of subrogation  
11 against the City of Long Beach.

12 (b) Workers' compensation coverage as required by the  
13 California Labor Code and employer's liability insurance in an amount not  
14 less than One Million Dollars (\$1,000,000) per accident or occupational  
15 illness. This policy shall be endorsed to waive rights of subrogation against  
16 the City of Long Beach.

17 (c) "All Risk" Property insurance, including debris removal,  
18 covering the full replacement value of the installation of improvements  
19 pursuant to this Agreement. The City of Long Beach shall be named a loss  
20 payee and additional insured on this coverage as its interests may appear.

21 (d) Commercial automobile liability insurance equivalent in  
22 coverage scope to ISO CA 00 01 06 92 in an amount not less than Five  
23 Hundred Thousand Dollars (\$500,000) combined single limit per accident  
24 for bodily injury and property damage covering Symbol 1 ("all autos").

25 Any self-insurance program or self-insurance retention must be approved  
26 separately in writing by City and shall protect the City, its officials, employees and agents  
27 in the same manner and to the same extent as they would have been protected had the  
28 policy or policies not contained retention provisions. Each insurance policy shall be

1 endorsed to state that coverage shall not be suspended, voided or canceled by either party  
2 except after thirty (30) days prior written notice to City, and shall be primary and not  
3 contributing to any other insurance or self-insurance maintained by City.

4           Outfront Decaux shall require that all contractors and subcontractors which  
5 Outfront Decaux uses in the performance of services hereunder, maintain insurance in  
6 compliance with this Section unless otherwise agreed in writing by the City's Risk Manager  
7 or his/her designee.

8           Outfront Decaux shall deliver to City certificates of insurance and original  
9 endorsements for approval as to sufficiency and form prior to the start of performance  
10 hereunder. The certificates and endorsements shall contain the original signature of a  
11 person authorized by that insurer to bind coverage on its behalf. "Claims made" policies  
12 are not acceptable unless City's Risk Manager determines that "Occurrence" policies are  
13 not available in the market for the risk being insured. If a "Claims made" policy is accepted,  
14 it must provide for an extended reporting period of not less than one hundred eighty (180)  
15 days after the termination of this Agreement. The insurance required herein shall not be  
16 deemed to limit Outfront Decaux's liability hereunder. City reserves the right to require  
17 complete certified copies of all policies at any time. Any modification or waiver of these  
18 insurance requirements shall be made only with the approval of the City's Risk Manager.  
19 The procuring of insurance shall not be construed as a limitation on liability or as full  
20 performance of the indemnification provisions of this Agreement.

21           6.     INDEMNITY. Outfront Decaux shall indemnify and hold harmless the  
22 City, its Boards, Commissions, their officials, employees and agents (collectively in this  
23 Section "City") from and against any and all liability, claims, demands, damage, causes of  
24 action, proceedings, penalties, loss, costs, and expenses (including attorney's fees, court  
25 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims  
26 include allegations and include by way of example but are not limited to: Claims relating to  
27 any property damage, personal injury or death to the extent arising from the negligent act  
28 or omission of Outfront Decaux, its officers, employees, agents, subcontractors, or anyone

1 under Outfront Decaux's control (collectively "Indemnitor"); breach of this Agreement;  
2 misrepresentation; willful misconduct; and Claims by any employee or Indemnitor relating  
3 in any way to worker's compensation. Independent of the duty to indemnify and as a free-  
4 standing duty on the part of Outfront Decaux, Outfront Decaux shall defend City and shall  
5 continue such defense until the Claim is resolved, whether by settlement, judgment or  
6 otherwise. Outfront Decaux shall notify the City of any Claim within ten (10) days. City  
7 shall assist Outfront Decaux, as may be reasonably requested, in such defense.

8           7.     NONDISCRIMINATION. Subject to applicable rules and regulations,  
9 Outfront Decaux shall not discriminate against any employee or applicant for employment  
10 on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender  
11 identity, AIDS, HIV status, handicap or disability. Outfront Decaux shall ensure that  
12 applicants are employed and that employees are treated during employment without regard  
13 to these bases. Such actions shall include but not be limited to employment, upgrading,  
14 demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of  
15 compensation, and selection for training, including apprenticeship.

16           It is the policy of the City to encourage the participation of Minority and  
17 Women-owned Business Enterprises in the City's procurement process, and the City  
18 encourages to carry out this policy using approved subcontractors.

19           8.     FORCE MAJEURE. Notwithstanding anything to the contrary herein,  
20 the time for performance by Outfront Decaux shall be extended for a number of days equal  
21 to any delay caused by the action of any governmental agency or other circumstance  
22 beyond the reasonable control of Outfront Decaux as long as that circumstance is not  
23 created by any act or omission of Outfront Decaux.

24           9.     ADVERTISING.

25           A.     No advertisement on any panel shall contain any reference to  
26 or depiction of the specified anatomical areas defined in Section 21.15.110 (as  
27 amended or replaced) of the Long Beach Municipal Code, any obscene act, gesture,  
28 or word as defined in any federal, state, county, or municipal law or ordinance or in



1 any case law, any sale or use of alcohol or tobacco products or any sale or use of  
2 illegal drugs or drug paraphernalia. If Outfront Decaux, its contractors or  
3 subcontractors, does install or permit the installation of advertising in violation of this  
4 Section, then Outfront Decaux shall remove same within twenty-four (24) hours after  
5 notice from the City to do so. If Outfront Decaux fails to remove such advertising  
6 within that time, then the City reserves the right to do so and Outfront Decaux shall  
7 pay to the City the costs incurred by the City in such removal, immediately on receipt  
8 of an invoice of those costs from the City.

9 B. Neither advertising in nor any part of a shelter shall contain a  
10 rotating, revolving or flashing lighting device.

11 C. Outfront Decaux shall make available to the City at least ten  
12 percent (10%) of all advertising panels at the shelters, which ten percent (10%) shall  
13 be calculated on the total square feet of available advertising panels, and shall install  
14 City's advertising in City's space at no charge. If the City desires that Outfront  
15 Decaux produce the advertising, then Outfront Decaux shall submit a cost estimate  
16 for the design, layout and production of City's advertising and the City will issue a  
17 separate purchase order or contract if it desires to use the production services of  
18 Outfront Decaux.

19 Ten percent (10%) of advertising panels made available to the City for  
20 its use shall be evenly distributed throughout all areas of the City.

21 D. If Outfront Decaux has not sold advertising space at one or  
22 more shelters, then it shall allow the City to use that space for public service  
23 announcements at no charge for the time that said space remains unsold. The City  
24 agrees that Outfront Decaux may remove the public service announcements at such  
25 time that Outfront Decaux sells said space. These public service announcements  
26 shall not be included in the City's allotment of ten percent (10%) described above.

27 10. DEPOSIT. Prior to or concurrently with its applications to City's  
28 Department of Public Works for installation of shelters, Outfront Decaux shall make

1 deposits with the City equal to Five Hundred Dollars (\$500) per bus shelter as assurance  
2 that Outfront Decaux will perform the provisions of this Agreement. The deposit may be  
3 cash, an irrevocable letter of credit in a form satisfactory to the City, or other cash  
4 equivalent approved by the City. The City shall have the right to deduct the amount of any  
5 liquidated damages or other costs from such deposit and, if the City does so, Outfront  
6 Decaux shall immediately deposit an amount equal to the amount deducted by the City.  
7 Failure of Outfront Decaux to replenish the deposit shall be a material breach of this  
8 Agreement. On expiration of the Agreement, but not termination for breach, City shall  
9 refund the deposit remaining, if any, within thirty (30) days after Outfront Decaux has  
10 complied with Section 16 hereof.

11           11.    NOTICES AND APPROVALS. Any notice or approval hereunder shall  
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
13 postage prepaid, registered or certified, return receipt, addressed to at the address first  
14 shown above, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802  
15 Attn: City Manager. Notice of change of address shall be given in the same manner as  
16 stated for other notices. Notice shall be deemed given on the date personal delivery is  
17 made or on the date shown on the return receipt, whichever first occurs.

18           12.    WAIVER. The acceptance of any services or the payment of any  
19 money by the City shall not operate as a waiver of any provision of this Agreement, or of  
20 any right to damages or indemnity stated herein. The waiver of any breach of this  
21 Agreement shall not constitute a waiver of any other or subsequent breach of this  
22 Agreement.

23           13.    LAW. This Agreement shall be governed by and construed pursuant  
24 to the laws of the State of California and no rules pertaining to conflict of laws shall apply.  
25 Outfront Decaux shall comply with all laws, ordinances, rules and regulations of and obtain  
26 such permits, licenses, and certificates required by all federal, state and local governmental  
27 authorities having jurisdiction over the subject matter of this Agreement, including but not  
28 limited to 23 U.S.C. Sec. 131 and regulations promulgated therewith, California Business

1 and Professions Code, Section 5200 et seq., and the Long Beach Municipal Code,  
2 including the requirements for a business license.

3 14. INSPECTION OF RECORDS. City shall have the right at all  
4 reasonable times, by identifying City's desire to do so by telephone or facsimile at least  
5 seventy-two (72) hours in advance, during the term of this Agreement and for a period of  
6 five (5) years after termination or expiration of this Agreement to examine, audit, inspect,  
7 review, extract information from, and copy all books, records, accounts, and other  
8 documents of Outfront Decaux relating to this Agreement.

9 15. SUBORDINATION. Any mortgage, deed of trust, lien or other  
10 encumbrance of Outfront Decaux shall be subordinate to all rights and ownership of the  
11 City to the real property underlying the shelters and to the interests of the City under this  
12 Agreement.

13 16. REMOVAL. Within thirty (30) days after the expiration or earlier  
14 termination of this Agreement, Outfront Decaux shall remove all bus shelters wherever  
15 located and shall return the locations to their original condition, at no cost to the City.

16 17. MISCELLANEOUS.

17 A. This Agreement, including exhibits, shall not be amended, nor  
18 any provision or breach hereof waived, except in writing signed by the parties which  
19 expressly refers to this Agreement.

20 B. This Agreement, including the exhibits, constitutes the entire  
21 understanding between the parties and supersedes all other agreements, oral or  
22 written, with respect to the subject matter herein.

23 C. If there is any legal proceeding between the parties to enforce  
24 or interpret this Agreement or to protect or establish any rights or remedies  
25 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
26 reasonable attorney's fees and court costs.

27 D. This Agreement is not intended or designed to or entered for  
28 the purpose of creating any benefit or right for any person or entity that is not a party

1 to this Agreement.

2 E. This Agreement is created as a joint effort of both parties and  
3 shall not be interpreted against either party as the drafter.

4 F. Termination or expiration of this Agreement shall not affect  
5 rights or liabilities which accrued or existed prior to termination or expiration of this  
6 Agreement, including but not limited to Sections 2(C), 6, 9, 14 and 16.

7 G. Time is of the essence in the performance of all of the  
8 provisions of this Agreement.

9 H. The invalidity in whole or in part of any provision of this  
10 Agreement shall not void or affect the validity of the other provisions of this  
11 Agreement.

12 I. If this Agreement creates a possessory interest in Outfront  
13 Decaux, then Outfront Decaux shall pay any tax associated with such interest.

14 J. Outfront Decaux shall have and be allocated the sole  
15 responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA"), as  
16 amended, with respect to performance of services under this Agreement and  
17 Outfront Decaux shall defend, indemnify and hold the City, its officials and  
18 employees harmless from and against any and all claims of and liability for failure  
19 to comply with or violation of the ADA.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

OUTFRONT DECAUX STREET  
FURNITURE LLC, a limited liability  
company

\_\_\_\_\_, 2015

By [Signature]  
Name FRANCOIS NION  
Title CO-MANAGING DIRECTOR

\_\_\_\_\_, 2015

By [Signature]  
Name Richard Ament  
Title CO-Managing Director

"Outfront Decaux"

CITY OF LONG BEACH, a municipal  
corporation

Feb. 3, ~~2015~~  
2016

By [Signature]  
City Manager  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

"City"

This Agreement is approved as to form on Oct. 26, 2015.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

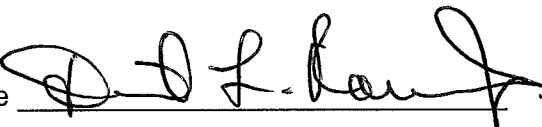
State of California  
County of Los Angeles )

On October 9, 2015 before me, David L. Ransom Jr., Notary Public  
(insert name and title of the officer)

personally appeared J. Francois Mon  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ New York  
County of New York )

On October 13, 2015 before me, Lisa M. Tanzi, Notary Public  
(insert name and title of the officer)

personally appeared Richard Ament,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M. Tanzi (Seal)

LISA M. TANZI  
Notary Public, State of New York  
No. 02TA6319476  
Qualified In New York County  
Commission Expires February 17, 2019

## EXHIBIT "A"

### SCOPE OF SERVICES

OUTFRONT DECAUX STREET FURNITURE LLC, a limited liability company ("Outfront Decaux") shall perform the services described in the Agreement and all exhibits thereto. Outfront Decaux shall install, maintain, repair, clean and service bus shelters, appurtenances thereto, and an area of ten (10) feet surrounding each shelter, in a safe, clean, sanitary and attractive condition, free of graffiti, all in accordance with this Scope of Services and the Agreement to which this exhibit is attached.

1. Applicable Standards. All work performed in connection with any shelter or its site shall comply with the Standard Specifications for Public Works Construction, latest edition, the Uniform Building Code and the National Electrical Code.

2. Submission of Design. Prior to installation of any shelter, Outfront Decaux shall submit the design to the City's Department of Planning and Building and Department of Public Works ("Public Works") for review. Outfront Decaux shall build and install each shelter in compliance with the design submitted to these Departments, as modified if so required by the City. Outfront Decaux must receive the prior written approval of the City to deviate from any design which has been reviewed by the City.

3. Site Sketch. Outfront Decaux shall prepare and submit to Public Works a site sketch for approval for each proposed shelter location showing the precise location of the shelter with respect to the curb line, the property line, all street fixtures (including but not limited to traffic signals, signs, trees and fire hydrants) above grade, all subgrade utility facilities, the width of the sidewalk and all alleys and driveways within the sidewalk area extending twenty (20) feet beyond each end of the shelter. The site sketch shall also include all land uses adjacent to the shelter, identified either as residential or commercial (including the name of businesses). Outfront Decaux shall



also submit a description of the electrical supply to the shelters or its solar illumination.

4. Site Selection and Installation.

A. The criteria for selection of sites for shelters shall include the following:

- 1) Sites adjoining residences shall be reviewed and approved by City's Director of Public Works;
- 2) No site shall be closer than ten (10) feet to a driveway or crosswalk without the prior written consent of City's Traffic Engineer;
- 3) No site shall be over a storm drain without the prior approval of City's Director of Public Works;
- 4) All sites must be accessible to wheelchairs and shall comply with laws pertaining to access for persons with disabilities;
- 5) The location of the shelter shall not impede pedestrian access or traffic;
- 6) Obstruction of visibility of retail signs and display windows shall be minimized;
- 7) No site shall be farther than ten (10) feet from a stop sign or, if there is no sign, from the actual bus stop;
- 8) Sites shall be a bus stop that is existing at the time of execution of this Agreement or a bus stop that is subsequently added by Long Beach Transportation Company ("Transit").

B. With respect to installation, installation shall not require removal of and shall not interfere with visibility of any sign relating to a stop and, if Outfront Decaux damages any utility facilities, streets, furniture, vegetation or private property during installation, then Outfront Decaux shall repair the damage to the original or an improved condition at its sole cost.

C. If a need to relocate any sign identifying a bus stop arises, then Outfront Decaux shall notify the City to seek approval of Transit for such relocation, and City shall do so if Transit approves relocation of the sign, then the City and Outfront Decaux hereby authorize Transit as the sole entity to perform the relocation.

D. If Outfront Decaux desires to use a site where Long Beach Transit has a bus bench, then Outfront Decaux may use such site provided that: (1) Outfront Decaux asks the City to seek approval from Long Beach Transit to use the site; (2) after Outfront Decaux receives approval, it allows Long Beach Transit to remove the bench; and (3) Outfront Decaux pays a removal fee of One Hundred Dollars (\$100) per bench removed.

E. If Outfront Decaux desires to use a site where Long Beach Transit has a bus shelter, then Outfront Decaux may use such site provided that: (1) Outfront Decaux asks the City to seek approval of Long Beach Transit to use the site; (2) after Outfront Decaux receives approval, it removes Long Beach Transit's shelter; (3) Outfront Decaux either delivers the shelter to Long Beach Transit or disposes of it, at Long Beach Transit's option, provided that Outfront Decaux shall not use the following sites: shelters in the vicinity of Cherry Avenue and Anaheim Street (all corners), in the vicinity of Cherry Avenue and 68th Street, at the downtown Transit Mall, on First Street from Long Beach Boulevard to Pacific Avenue, on Pine Avenue from Shoreline Drive to 1st Street.

5. Design Specifications.

A. Bus shelters shall be designed and comply with drawings which have been approved by the City. All advertising panels on bus shelters shall be locked or secured in a manner that will eliminate or discourage vandalism to the panels.

B. All bus shelters shall have access for wheelchairs such that

a wheelchair can be placed alongside the bench that is within the shelter. In addition, there shall be adequate space on the sidewalk surrounding the bus shelter to accommodate a wheelchair and to comply with applicable laws and regulations, including but not limited to the Americans with Disabilities Act of 1990.

C. Every bus shelter, including the advertising panels, can be illuminated by inside lighting and inside seating or waiting area, shall be illuminated with electrical lighting or solar-powered lighting from dusk until dawn, 365 days per year.

D. Every bus shelter shall have a system of roof gutters to prevent water from dripping over the edges of the roof, and this system shall contain a downspout or downspouts to drain water away from the shelter.

E. With respect to glazing anchorage, no edge of any clear panel shall be exposed and all clear panels shall be securely held at the top and bottom. All post foundations shall comply with applicable laws and codes.

F. Every bus shelter shall have at least one (1) trash receptacle placed for maximum use and securely attached to the shelter. Outfront Decaux shall submit to the City descriptions and catalog cuts of the trash receptacles it proposes to install.

G. The design shall not include or allow for the installation of telephones, vending machines, kiosks, newsracks or other devices, and Outfront Decaux shall not install or allow the installation of same, without the prior written approval of City's Director of Public Works.

6. Signs. Outfront Decaux shall display information relating to bus routes in and around each bus shelter, shall display the name of the nearest cross street on both ends of the roof of each shelter in letters at least three (3) inches high and two and one-half (2 1/2) inches wide, shall affix (in a conspicuous place on each

shelter) a plaque identifying Outfront Decaux, its address and 24-hour telephone number which can be called to report maintenance problems. Advertising shall appear only on the panels designed for advertising.

7. Supervision. Outfront Decaux shall provide quality control supervisors, who are employees of Outfront Decaux, at every site where a bus shelter is being installed for a minimum of one (1) hour per working day.

8. Maintenance.

A. Outfront Decaux shall maintain in a clean, safe, sanitary condition, free of litter and graffiti, and in compliance with all laws, regulations and codes all shelters and the area in the immediate vicinity of each shelter extending ten (10) feet beyond the shelter in all directions. Maintenance shall include but not be limited to sweeping, cleaning, washing all parts of the shelters, and emptying trash receptacles. Outfront Decaux shall perform maintenance as necessary to satisfy City's standards, but no less than twice weekly. Outfront Decaux shall steam clean each shelter and the public sidewalk extending ten (10) feet beyond each shelter in all directions at least twice per year. During its maintenance work, shall not block vehicular or pedestrian travel without proper placement of signs and traffic delineation devices, and shall not perform routine maintenance during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. unless there is an emergency. Outfront Decaux shall submit a written monthly report to City's Director of Public Works summarizing its maintenance of the shelters for the immediately preceding month.

B. Outfront Decaux shall repair or replace any shelter or part thereof that is damaged, vandalized or marred with graffiti within twenty-four (24) hours after notice from the City or after Outfront Decaux has identified damage, vandalism or graffiti at that shelter. Because the failure of Outfront Decaux to act timely may affect the safety and welfare of users of the shelters, time is of the

essence. The parties agree that it would be difficult or impractical to determine the damage that the City may suffer if Outfront Decaux fails to repair or replace in the time period stated herein and Outfront Decaux shall pay the sum of One Hundred Dollars (\$100) per day, per shelter, in excess of twenty-four (24) hours, until Outfront Decaux repairs or replaces any shelter as required in this Section. In addition to the payment of liquidated damages, if Outfront Decaux fails to repair or replace as required in this Section, the City may repair, replace or cause the repair or replacement and Outfront Decaux shall pay the costs associated therewith on receipt of an invoice for same from the City; liquidated damages shall not accrue after the repair or replacement is completed.

C. Outfront Decaux shall respond to emergency calls for service or maintenance within two (2) hours after receipt of the call.

D. Outfront Decaux shall neither impede access to nor interfere with maintenance of street trees, parkway trees or other landscaping. Outfront Decaux by executing this Agreement waives any claim against and releases the City for damage to any shelter or part thereof from trees or City's care of the trees. When performing maintenance or repair of a bus shelter, Outfront Decaux shall not damage the trees or allow any chemical to enter the wells surrounding the trees.