

1 AGREEMENT

2 **30900**

3 THIS AGREEMENT (the "Agreement") is made and entered, in duplicate,
4 as of June 2, 2008 for reference purposes only, pursuant to a minute order adopted by
5 the City Council of the City of Long Beach at its meeting on May 20, 2008, by and
6 between ECOMEDIA, LLC, a California limited liability company, with a place of business
7 at 919 Manhattan Avenue, Suite 100, Manhattan Beach, California 90266 ("Contractor"),
8 and the CITY OF LONG BEACH, a municipal corporation ("City").

9 Recitals:

10 A. The City desires to enter into an agreement with Contractor for its
11 Ecozone program, an environmental improvement program ("the Program") to be
12 conducted by Contractor at no cost to the City which will provide a special fund to be
13 used to assist in funding the City's existing environmental quality programs.

14 B. Contractor desires to operate the Program whereby business entities
15 ("Environmental Partners or EPs") pay Contractor a fee to create and post signs
16 acknowledging the participation of the business entity in the Program and conveying an
17 environmental message approved by the City in locations approved by the City, and a
18 portion of that fee is paid to the City by the Contractor to assist in finding environmental
19 quality programs.

20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
21 conditions in this Agreement, the parties agree as follows:

22 1. RESPONSIBILITIES OF THE PARTIES.

23 A. Contractor Responsibilities. Contractor will furnish Program
24 services more particularly set forth in Exhibit "A", attached to this Agreement, in
25 accordance with the standards of the profession without cost to the City. In
26 operating the Program described in Exhibit "A", Contractor will conform with the
27 City's sponsorship policy and Ordinance No. C-7429 relating to the advertising on
28 public property, collectively attached as Exhibit "B" hereto, as well as comply with

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1 all other Federal, State and local laws and regulations, including but not limited to
2 obtaining a City business license and any permits required by the City or State of
3 California.

4 B. City Responsibilities.

5 (1) The City will provide any relevant materials, including
6 narrative portions of the City's annual NPDES report which highlight the
7 Program, including but not limited to financial reporting contained therein.

8 (2) The City will use reasonable efforts to expedite the
9 processing of any permits Contractor is required to obtain.

10 (3) The City shall use funding obtained from Contractor for
11 an environmental purpose. "Environmental Purpose" shall mean any effort
12 to improve environmental quality in the City of Long Beach, including
13 environmental outreach and education programs, best available projects
14 and technologies, or other initiatives.

15 2. TERM. The term of this Agreement will commence at 12:01 a.m. on
16 April 23, 2008 and will terminate at midnight on April 22, 2011, unless sooner terminated
17 as provided in Section 10 of this Agreement. If both parties agree in writing, this
18 agreement may be renewed for two (2) additional two-year (2-year) periods.

19 3. COORDINATION AND ORGANIZATION.

20 A. Contractor will coordinate performance under this Agreement
21 with City's representatives and will advise and inform City's representatives of the
22 work in progress on the Program.

23 B. Contractor will keep City's representatives apprised of all work
24 being performed under this Agreement, as more fully set forth in Exhibit "A".

25 C. Sign Specifications and Approval. All signs installed on City
26 owned or controlled property pursuant to Sponsorship Agreements shall
27 substantially and substantively comply with the design, size, specifications and
28 messages set forth in Exhibit "D" attached hereto. Material deviations from those

1 provisions must be approved in advance by City.

2 D. Sign Locations; Promotional Signs. Contractor has submitted
3 to City a list of sign locations in City on Exhibit "E" attached hereto. City hereby
4 approves the sign locations listed on Exhibit "E". Contractor may subsequently
5 deliver to City additional lists containing additional proposed sign locations.

6 E. Sign Sponsorship Fees. Contractor will charge Environmental
7 Partners "Sign Sponsorship Fees" for signs displayed in City. For each month that
8 Contractor displays an EP's logo on a sign in City, Contractor shall pay City fifty
9 percent (50%) of the gross Sign Sponsorship Fees. (Note: omitted sentence
10 because EcoMedia does not always receive a year in advance, and City gets paid
11 either way, even if payment has not been received as mentioned in next
12 paragraph.)

13 F. Payments to City. Contractor shall pay to City the City's share
14 of Sign Sponsorship Fees within thirty (30) days after the end of each quarter.
15 Non-payment or delayed payments from EPs shall not excuse Contractor's
16 responsibility to perform under this section.

17 G. Record Keeping and Reporting. At least quarterly, Contractor
18 will deliver to City the names of all EPs that sponsored signs displayed in City
19 during the reporting quarter; all amounts received from each such EP during the
20 quarter for that quarter's sign displays within City; and all amounts being paid by
21 Contractor to City with respect to signs displayed during that quarter. Along with
22 the Municipal Payment Letter, Contractor will provide to City a Quarterly Activity
23 Summary in substantially the form of Exhibit "F" attached hereto (the "Quarterly
24 Activity Summary"). The City will complete and return the Quarterly Activity
25 Summary to Contractor within fourteen (14) days of receipt of such Quarterly
26 Activity Summary.

27 4. INDEPENDENT CONTRACTOR. In performing services under this
28 Agreement, Contractor is and will act as an independent contractor and not an employee,

1 representative or agent of City. Contractor will have control of Contractor's work and the
2 manner in which it is performed. Contractor will be free to contract for similar services to
3 be performed for others during this Agreement provided, however, that Contractor acts in
4 accordance with this Agreement. Contractor is responsible in all ways for any wages,
5 taxes or benefits for any of Contractor's employees. Contractor acknowledges and
6 agrees that (a) City will not withhold taxes of any kind on behalf of Contractor or its
7 employees, (b) City will not secure workers' compensation or pay unemployment
8 insurance to, for or on behalf of contractor or its employees, and (c) City will not provide,
9 and neither Contractor nor Contractor's employees are entitled to any of the usual and
10 customary rights, benefits or privileges of City employees. **Contractor expressly**
11 **warrants that neither Contractor nor any of Contractor's employees or agents will**
12 **represent themselves to be employees or agents of City.**

13 5. INSURANCE. As a condition precedent to the effectiveness of this
14 Agreement, Contractor will procure and maintain at Contractor's expense for the duration
15 of this Agreement from an insurance company that is admitted to write insurance in
16 California or that has a rating of or equivalent to A:VIII by A.M. Best & Company the
17 following insurance:

18 (a) Comprehensive general liability insurance or self-insurance naming
19 the City, its officials, employees and agents as additional insureds from and against
20 claims, demands, causes of action, expenses, costs or liability for injury to or death of
21 persons, or damage to or loss of property arising out of or in any manner connected with
22 Contractor's operations or performance under this Agreement in an amount not less than
23 One Million Dollars (\$1,000,000) combined single limit for each occurrence or Two Million
24 Dollars (\$2,000,000) general aggregate.

25 (b) Workers' Compensation insurance as required by the Labor Code of
26 the State of California.

27 (c) Professional liability insurance in an amount not less than One
28 Million Dollars (\$1,000,000) aggregate combined single limit.

1 (d) Automobile liability insurance in an amount not less than Five
2 Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury
3 and property damage covering owned, non-owned and hired vehicles.

4 Any self-insurance program or self-insured retention must be separately
5 approved in writing by the City's Risk Manager and will protect the City, its officials,
6 employees and agents in the same manner and to the same extent as they would have
7 been protected had the policy or policies not contained retention provisions. Each
8 insurance policy will be endorsed to state that coverage will not be suspended, voided or
9 canceled by either party except after thirty (30) days' prior written notice to the City, and
10 will be primary and not contributing to any other insurance or self-insurance maintained
11 by the City.

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

26 6. INDEMNITY.

27 A. Contractor will protect, defend, indemnify and hold the City, its
28 officials, employees and agents (collectively in this Section referred to as "City")

1 harmless from and against any and all claims, demands, causes of action, losses,
2 damages and liabilities, whether or not reduced to judgment, which may be
3 asserted against City arising from or attributable to or caused directly or indirectly
4 by Contractor, Contractor's employees or agents in the performance of work under
5 this Agreement, or any alleged negligent or intentional act, omission or
6 misrepresentation by Contractor, Contractor's employees or agents, which act,
7 omission or misrepresentation is connected in any way with performance of work
8 under this Agreement. If it is necessary for purposes of resisting, adjusting,
9 compromising, settling, or defending any claims, demand, cause of action, loss,
10 damage, or liability, or of enforcing this provision, for City to incur or to pay any
11 expense or cost, including attorney's fees or court costs, Contractor agrees to and
12 will reimburse City within a reasonable time. Contractor will give City notice of any
13 claim, demand, cause of action, loss, damage or liability within ten (10) calendar
14 days.

15 B. City will protect, defend, indemnify and hold the Contractor, its
16 employees, and its agents (collectively referred to in this paragraph as
17 "Contractor") harmless from and against any and all claims, demands, causes of
18 action, losses, damages, and liabilities, whether or not reduced to judgment, which
19 may be asserted against Contractor, arising from or attributable to or caused
20 directly or indirectly by City, its officials, employees, or agents in the performance
21 of City's obligations under this Agreement.

22 7. ASSIGNMENT AND SUBCONTRACTING.

23 A. This Agreement contemplates the personal services of
24 Contractor and Contractor's employees, and the parties acknowledge that a
25 substantial inducement to the City for entering into this Agreement was and is the
26 professional reputation and competence of Contractor and Contractor's
27 employees. Contractor will not assign its rights or delegate its duties under this
28 Agreement, or any interest in this Agreement, or any portion of it, without the prior

1 approval of the City Manager or designee. Furthermore, except as authorized
2 under Section 7.B., Contractor will not subcontract any portion of the performance
3 required under this Agreement without the prior approval of the City Manager or
4 designee. Nothing stated in this Section will prevent Contractor from employing as
5 many employees as Contractor deems necessary for performance of this
6 Agreement.

7 B. Nothing in the previous subsection 7.A. will prohibit Contractor
8 from entering into a subcontract for the installation of signs, subject to the approval
9 of the subcontractor by the Director of Public Works or his designee, which shall
10 not be unreasonably withheld or delayed. Said subcontractor will obtain all
11 required permits and insurance, and will comply with all applicable laws and
12 regulations.

13 8. CONFLICT OF INTEREST; EXCLUSIVITY.

14 A. Contractor, by executing this Agreement, certifies and will
15 obtain similar certifications from Contractor's employees and approved
16 subcontractors that, at the time Contractor executes this Agreement and for its
17 duration, Contractor does not and will not perform services for any other client
18 which would create a conflict, whether monetary or otherwise, as between the
19 interests of City and the interests of such other client.

20 B. During the term of this Agreement, City agrees that it will not
21 implement any program providing services which are similar to the Ecozone
22 program services contemplated by this Agreement. This prohibition is limited to
23 media programs and services appropriating funding from such programs and
24 services for environmental projects within the City.

25 9. NONDISCRIMINATION. In connection with performance of this
26 Agreement and subject to applicable rules and regulations, Contractor will not
27 discriminate against any employee or applicant for employment because of race, religion,
28 national origin, color, age, sex, sexual orientation, gender identity, AIDS, AIDS-related

1 condition, handicap or disability. Contractor will ensure that applicants are employed,
2 and that employees are treated during their employment, without regard to these bases.
3 Such actions will include, but not be limited to, the following: employment, upgrading,
4 demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of
5 pay or other forms of compensation, and selection for training, including apprenticeship.

6 It is the policy of City to encourage the participation of disadvantaged,
7 minority and women-owned business enterprises in City's procurement process, and
8 Contractor agrees to use its best efforts to carry out this policy in the award of all
9 approved subcontracts to the fullest extent consistent with the efficient performance of
10 this Agreement. City's policy is attached as Exhibit "C" hereto.

11 Compliance with the Americans with Disabilities Act of 1990 will be the sole
12 responsibility of Contractor, and Contractor will defend and hold the City harmless from
13 any expense or liability arising from Contractor's non-compliance therewith.

14 10. DEFAULTS AND TERMINATION. If either party ("demanding party")
15 has a good faith belief that the other party ("defaulting party") is not substantially
16 complying with the terms of this Agreement, the demanding party shall give notice of the
17 default (with reasonable specificity) to the defaulting party and demand the default to be
18 cured within thirty (30) days after notice.

19 If the defaulting party is actually in default of this Agreement and fails to
20 cure the default within thirty (30) days after the notice, or, if more than thirty (30) days are
21 reasonably required to cure the default and the defaulting party fails to give adequate
22 assurance of due performance within ten (10) days after the notice, the demanding party
23 may terminate this Agreement upon notice to the defaulting party.

24 In the event of a default under this Agreement, including a default resulting
25 in the termination of this Agreement, the non-defaulting party shall be entitled to any and
26 all remedies provided by law.

27 11. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL
28 PROPERTY. City hereby acknowledges and agrees that Contractor is the sole and

1 exclusive owner of all rights, title and interest in the Program, including, without limitation,
2 the format, structure, business methods, trademarks, trade names (including the names
3 "EcoMedia" and "ECOZONE") copyrights, trade secrets, sponsorship media, content
4 utilized in the Program (except content provided by City including, without limitation, the
5 City logo and the City seal), all signs, public service commercials, broadcast media,
6 Internet and URLs, and all other forms of media. City understands and agrees that the
7 Program and all signs, displays and other media that are a part of the Program or are
8 otherwise created or developed by or at the direction of Contractor (including, without
9 limit, the EcoZone Program logo or trademark) and all information contained in such
10 signs, displays and other media, shall for all purposes be deemed the sole property of
11 Contractor. City agrees that, without the written consent of Contractor, which may be
12 withheld or conditioned by the Contractor in its sole discretion, it will not use or have any
13 rights in any such information or any such sign, display or other media (including without
14 limitation, the EcoZone Program logo or trademark, and the Program itself).

15 12. COSTS. If there is any legal proceeding between the parties to
16 enforce or interpret this Agreement or to protect or establish any rights or remedies
17 hereunder, the prevailing party will be entitled to its costs and expenses, including
18 reasonable attorneys' fees.

19 13. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
20 that Contractor has not employed or retained any entity or person to solicit or obtain this
21 Agreement and that Contractor has not paid or agreed to pay any entity or person any
22 fee, commission, or other monies based on or from the award of this Agreement. If
23 Contractor breaches this warranty, City will have the right to terminate this Agreement
24 immediately notwithstanding the provisions of Section 10 hereof.

25 14. ADVERTISING. Except for the purposes contemplated by this
26 Agreement, Contractor will not use the name of the City, its officials or employees in any
27 advertising or solicitation for business unrelated to the purposes of this Agreement, nor
28 as a reference, without the prior written approval of the City Manager or designee.

1 15. AMENDMENT. This Agreement, including all exhibits, will not be
2 amended, nor any provision or breach hereof waived, except in writing signed by the
3 parties which expressly refers to this Agreement.

4 16. WAIVER. The acceptance of any services or the payment of any
5 money by City will not operate as a waiver of any provision of this Agreement, or of any
6 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
7 Agreement will not constitute a waiver of any other or subsequent breach of this
8 Agreement.

9 17. AUDIT.

10 A. City will have the right at all reasonable times during the term
11 of this Agreement and for a period of three (3) years after termination or expiration
12 of this Agreement to examine, audit, inspect, review, extract information from, and
13 copy all books, records, accounts, and other documents of Contractor relating to
14 this Agreement.

15 B. Contractor shall have the right, on a date reasonably
16 designated by City within thirty (30) calendar days of Contractor's written request
17 to City, to review and extract information from City's books and records to confirm
18 that City's expenditure of payments received from Contractor is solely used for
19 programs having an Environmental Purpose as defined in this Agreement.

20 Contractor may exercise this right once in each fiscal year.

21 18. AMBIGUITY. In the event of any conflict or ambiguity between this
22 Agreement and any exhibit, the provisions of this Agreement will govern.

23 19. NOTICES. Any notice or approval required under this Agreement by
24 either party must be in writing and personally delivered or deposited in the U.S. Postal
25 Service, first class, postage prepaid, addressed to Contractor at 41 E. 11th Street, 11th
26 Floor, New York, NY 10003, Attn: Betsy McDonald, Esq., and to the City at 333 West
27 Ocean Boulevard, 9th Floor, Long Beach, California 90802. Notice of change of address
28 must be given in the same manner as stated in this Agreement for other notices. Notice

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1 must be deemed given on the date deposited in the mail or on the date personal service
2 is obtained, whichever first occurs.

3 20. GOVERNING LAW. This Agreement shall be governed by and
4 construed pursuant to the laws of the State of California.

5 21. ENTIRE AGREEMENT. This Agreement, including all exhibits,
6 constitutes the entire understanding between the parties and supersedes all other
7 agreements, oral or written, with respect to the subject matter herein.

8 22. TIME OF ESSENCE. Time is of the essence in the performance of
9 this Agreement.

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

12 _____, 2008
13 9-22

ECOMEDIA, LLC, a California limited liability company

By Paul Polizzotto

Paul Polizzotto

Type or Print Name

14 _____, 2008

By _____

Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Assistant City Manager

17 _____, 2008
18 Oct. 17

By [Signature]

City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

19 This Agreement is approved as to form on 9-24, 2008.

20 ROBERT E. SHANNON, City Attorney

21 By [Signature]

Deputy

EXHIBIT “A”

EXHIBIT "A"

SCOPE OF SERVICES

Contractor will obtain corporate environmental partners ("CEPs"), which will include corporate and various other business entities and individuals under the ECOZONE® Program (the "Program"), for the purpose of providing environmental education information and acknowledging the participation of CEPs in the Program.

Contractor shall furnish Program services, to include all of the following:

1. Sponsorship Program

A. Contractor shall obtain CEPs who shall pay for the purchase and installation of CEP recognition and environmental education signs on various poles and standards within the City, as designated by the City.

B. Contractor shall enter a written agreement with each CEP regarding its participation in the Program. Prior to the first such agreement, the City shall be given an opportunity to review and approve the form and content of the agreement. The city shall be provided with the same opportunity to review and approve any changes, modifications or revisions of such form, which occur thereafter.

C. Contractor shall operate all aspects of this program in accord with the City's Sponsorship Policy and Ordinance No. C-7429.

D. In no case shall contractor utilize volunteers, or members of or employees of, any CEP to perform any sign installation or maintenance service described herein.

2. Sponsorship Signs

A. Contractor shall provide and install signs acknowledging the CEPs, at its cost, as shown on Exhibit D. Contractor may sub-contract the installation of signs, subject to the approval of the Director of Public Works, which shall not be unreasonably withheld or delayed, provided the subcontractor complies with all applicable laws and regulations pertaining to installing signs in the public right-of-way. Information acknowledging sponsors shall conform to the city's Sponsorship Policy and Ordinance No C-7429.

B. The type, size, number, and placement of all signs acknowledging CEPs shall be subject to the approval of the City's Traffic Engineer. The Traffic Engineer shall have the sole discretion to determine at any time that a particular location is not suitable for the posting of a sign. A map (Exhibit "E") showing the location of all Program signs within the City shall be provided to the City and kept current by Contractor.

C. Where possible, signs should be posted on existing signposts. When additional signposts are required, Contractor shall pay for those costs.

D. If determined necessary by the Traffic Engineer, Contractor will pay for a private company to determine if the posting of a sign in a particular location will damage

underground wires or sewer lines. If the relocation of lines is necessary, Contractor will pay for those costs.

E. Contractor shall maintain the signs in a clean and safe condition, and shall remove and replace the signs when needed as determined by the Traffic Engineer. The cost of replacement and removal under this paragraph E shall be deducted from Sign Sponsorship Fees.

F. If the Agreement is terminated due to the fault of Contractor, Contractor shall remove all equipment, signs and signposts and restore the City's property to its original condition at its sole cost no later than the effective date of termination.

G. If the Agreement is terminated due to the fault of City, Contractor will deduct \$100 for each sign removed from any remaining funds owed to City.

3. Publicity

A. Contractor shall publicize the "ECOZONE-®" Program.

B. Contractor shall obtain the written approval from the City of all media used to obtain sponsors or publicize the Program.

C. Contractor shall make available information about its program, in multiple copies sufficient for the City to use in its various environmental education outreach activities, to publicize the Program.

4. Payments

A. Contractor shall pay to City **50%** of the net sign sponsorship charged to each CEP for each sign posted within the City of Long Beach. Contractor may retain the remainder of the fee for its own use. Contractor shall be responsible for the collection of payments from CEPs and shall remit the City's share within 30 days after the end of each quarter. Non-payment or delayed payments from CEPs will not excuse Contractor's responsibility to perform under this section.

B. If Contractor terminates an agreement with a CEP affecting signs within the City of Long Beach, contractor shall immediately notify City that either 1) another CEP is available to fund those signs, or 2) Contractor intends to remove those signs and restore City property to its original condition. Contractor shall complete its performance of all obligations under this Subsection "B" within thirty (30) days of the termination of said CEP agreement.

C. A designated employee of the Department of Public Works for City shall, at the discretion of Contractor and with the permission of employee, serve on Contractor's advisory board to advise Contractor on environmental issues. All expenses approved by Contractor and associated with the duties of the advisory board shall be paid by Contractor.

5. Record Keeping and Reporting

In addition to its responsibilities to report to City described in prior sections of this Exhibit A, Contractor shall supply the City with reports, on at least a quarterly basis. Each report shall include: a list of CEPs participating, location and number of each type of sign posted, and full accounting of monies collected for signs located within the City

and monies paid to the City under the Program, such that the City can determine how much money it has received from the participation of each CEP.

EXHIBIT “B”

EXHIBIT "B"

POLICY ON CITY SPONSORSHIP, CORPORATE RECOGNITION AND ADVERTISING

POLICY:

The City shall actively seek donations and/or sponsorship for City events, programs and facilities as well as provide for advertising on certain City property and vehicles. These activities shall be undertaken to the fullest extent possible, under the following procedures, to support City operations.

The City shall seek donations and/or sponsorships for events that are consistent with the audience for the event and allow that the sponsor be recognized for their contributions in a suitable manner.

The City shall seek donations and/or sponsorships for ongoing City activities and properties that are compatible with these operations. The City retains the right to not offer particular activities, properties or events for sponsorship that would be incompatible with these operations.

The City shall provide for advertisements to be placed on certain City properties and vehicles that are compatible with these operations. The City retains the right to not offer particular properties or vehicles for advertising that would be incompatible with these operations.

This policy will be implemented within appropriate laws and restrictions placed on certain properties, activities or vehicles by other agencies through grant funding, etc. This policy shall be implemented by specific guidelines as subsequently adopted by the City Council for specified events, programs and facilities. This policy shall also be implemented within all appropriate provisions of the Long Beach Municipal Code and all existing City contracts for special events.

DEFINITIONS:

CITY PROGRAMS - Those activities and events financed primarily with general or other City funds or grant monies received by the City, and planned, organized and conducted by the City.

SPONSOR - An agency, group or individual providing either funds to offset the cost and/or services or materials in support of a City program. Sponsorship does not authorize the agency, group or individual to plan, organize or conduct the City program, but shall allow recognition advertising at a level to be recommended by the Sponsorship Committee and approved by the City Manager's designee and/or City Council.

SUPPORTED PROGRAMS - Those activities and events which the City jointly conducts with another agency, group or individual in order to serve the community for a public purpose, including but not limited to events and activities that the City would directly finance or operate if there were adequate resources available to do so.

DONOR - An agency, group or individual giving money, materials or services for which the City may provide recognition. Such recognition shall be solely determined, controlled and prescribed by the City.

PAID ADVERTISING - Temporary exposure (signs, paid ad, print ad, radio spots, etc) arranged for an agency, group or individual who provides money in exchange for a specified or negotiated type and/or extent of advertising.

RECOGNITION ADVERTISING - Temporary exposure (banners, program recognition, etc.) arranged in acknowledgment of an agency, group or individual who has provided funds, materials, products and/or services in exchange for a specified or negotiated type and/or extent of advertising, relating to a specific activity, event or facility.

PRODUCT SAMPLING AND/OR GIVEAWAY - A product/gift is provided for a specific activity, event or facility in return for the opportunity to conduct product sampling for a designated time period. The type of product sampled or given away would be regulated by the applicable City Council guideline and implemented by the City Manager and/or the Citywide Sponsorship/Advertising Review Committee.

CITYWIDE SPONSORSHIP/ADVERTISING REVIEW COMMITTEE

The City Manager shall appoint a Citywide Sponsorship/Advertising Review Committee (the "Review Committee") consisting of representatives from departments. From these representatives, the City Manager shall select a Review Committee chair. The Review Committee shall be responsible for reviewing and recommending action to the City Manager for each request to approve sponsorship of activities or approval for advertising. Representatives of affected departments shall be invited to participate in the review of proposals involving their operations.

This committee shall establish and maintain an inventory of programs, products, facilities and services that may be eligible for private sponsorship and facilities, materials and vehicles eligible for advertising. This inventory should include existing

sponsors or advertisers (if any), time frame necessary for sponsor commitment/advertising and the current cost to the City. The inventory should be presented in priority order. Once the appropriate properties, facilities or events have been identified, specific and detailed guidelines, for approval by the City Council, will be developed for each type of property, facility and event minimizing the risk of litigation or liability. Activities of existing non-profits which support City departments should be included in the inventory, however it would be the non-profit's option to be a part of this program. The committee shall also review unsolicited proposals received by the City.

The committee will be responsible for recommending to the City Manager private firms that would be retained for identifying those programs, products, facilities and services most eligible for sponsorship as well as to market properties, vehicles or activities for advertising. Assistance to the City would be provided on how to properly recognize the sponsor for the contribution. The committee will report its progress annually to the City Manager or at other intervals as requested.

A sponsorship or benefitting advertising proposal must be completed on a form supplied by the committee or in the form of a proposal to the committee and submitted to the committee prior to verbal or written commitments regarding the program or project.

The proposal must include the following information:

1. Detailed discussion of program or project
2. Name, address and telephone number of agency, group or individual, including contact person
3. Item, project or service being provided
4. Monetary value of the program or service being provided
5. Recognition requested
6. Name of Department contact
7. Cost to the City, if any, to administer the program

Sponsorship or advertising valued at \$5,000.00 or less may be accepted by a department without committee review, upon approval of the Review Committee chair, as long as the sponsorship/advertising meets the criteria of this policy, specific guidelines and is accepted by the City Council. The committee shall meet on a regular basis to review all proposals valued in excess of \$5,000.00, to develop new guidelines for City Council review, and to ensure that proposals meet the City's existing guidelines.

The committee shall forward recommended sponsorship, supported program, and advertising proposals to the City Manager for approval consistent with the specific guidelines.

The committee shall forward approved proposals in excess of \$50,000 to the City Attorney for review and the City Council for final approval as appropriate in accordance with the City Manager's agenda process.

The City Manager may delegate his responsibilities in this regulation.

SPONSORS OF CITY PROGRAMS

All proposed sponsors must receive prior approval from the Sponsorship Committee, City Manager, and as appropriate, the City Council. Depending on the complexity or dollar value involved in a sponsorship, the City Manager may execute a memorandum of understanding between the sponsor and the City or initiate a formal contract requiring City Council approval. Unless expressly provided otherwise by the City Council, either agreement would contain these items:

1. The purpose of the agency, group or individual desiring to sponsor a City program must demonstrate the purpose is consistent with the City's mission to enhance service to our citizens, and the specific program or event to be sponsored must further a goal of the City.
2. Sponsors may provide funds or pay for facilities, equipment, supplies, staff services, security services, consultation, public relations services, and/or materials.
3. Specific City approval for sponsorship of a City program from a representative of the alcohol or tobacco industry.
4. The sponsor shall not directly seek to make a profit from the sponsorship. However, building community interest on a subject or gaining professional exposure is acceptable.
5. The cost of recognizing a sponsor shall not exceed the fair market value of the sponsorship.
6. The City must be appropriately represented and/or acknowledged in any publicity and public announcements for an event. All publicity such as media releases, posters, flyers, etc. must be approved by the City Manager.

7. A sponsor shall, at its sole cost comply with all laws, ordinances, rules, and regulations of and obtain and maintain such permits, licenses, and certificates required by federal, state and local governmental authorities having jurisdiction over the facility where the activity or event is held. Sponsor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act (ADA) and Title 6 (CCR) with respect to the facility where the activity or event is held. Sponsor shall defend, indemnify and hold the City harmless from any and all claims of any failure to comply or violation of the ADA or Title 6. Sponsor shall provide evidence of, and maintain, sufficient insurance.
8. The one-time project or program shall in no way obligate the City to continue the arrangement in the future.

CITY SUPPORT OF OTHERS' PROGRAMS

City support of another agency, group or individual's programs or projects must receive approval from the Sponsorship Committee, City Manager, and as appropriate the City Council. Depending on the complexity or dollar value involved in a sponsorship, the City Manager may execute a memorandum of understanding between the sponsor and the City or initiate a formal contract requiring City Council approval. Unless expressly provided otherwise by the City Council, either agreement would contain these items:

1. The purpose of the agency, group or individual desiring support from the City must be consistent with the City's mission to enhance service to our citizens and the specific program or event to be supported must further a goal of the City or serve a public purpose.
2. Mutually shared resources may include facilities, equipment, supplies, staff services, security services, consultation, public relations services, and materials.
3. Neither party shall seek to directly make a profit from the activity or event being supported by the City. However, building community interest on a subject or gaining professional exposure is acceptable.
4. The City must be appropriately represented and acknowledged in any publicity and public announcements for an event or activity. All publicity such as media releases, posters, flyers, etc. must be approved by the City Manager.

5. The supporting agency, group or individual shall, at its sole cost comply with all laws, ordinances, rules, and regulations of and obtain and maintain such permits, licenses, and certificates required by federal, state and local governmental authorities having jurisdiction over the facility where the activity or event is held. The entity shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act (ADA) and Title 6 (CCR) with respect to the facility where the activity or event is held. The entity shall defend, indemnify and hold Lessor harmless from any and all claims of any failure to comply or violation of the ADA or Title 6. The entity shall provide evidence of, and maintain, adequate insurance.
6. Any request from an agency, group or individual for the waiver of City fees or costs must be approved by the City Council unless approved in the City's budget process.
7. The one-time project or program shall in no way obligate the City to continue the arrangement in the future.

NAMING OF CITY-OWNED LAND, BUILDINGS AND FACILITIES

The City Council retains the sole authority to name City-owned land, buildings and facilities. Naming facilities may be done in a manner which: 1) incorporates the name of LONG BEACH as appropriate; 2) recognizes the geographic, topographic or historical significance associated with the City; 3) recognizes individuals, families or companies that have donated the land or funds for a project; 4) recognizes persons who have served the nation, the State of California and/or the City of Long Beach in an exceptional and distinguished manner. City-owned land, buildings and facilities named in honor of deceased persons shall generally not take place until one year after their deaths, unless the City Council determines that there are overriding considerations for deviating from this policy guideline.

A request for naming or renaming City-owned land, buildings and facilities may be presented to the City Council by the one of its members, the City Manager or a member of the public. This request will then be referred to the City Council's Legislation, Personnel and Civil Service Committee for review. At the same time, the City Council will refer such requests to appropriate staff and/or appropriate City Commissions, Committees or Boards for any input that would assist the Legislation, Personnel and Civil Service Committee in its deliberations. Staff and/or concerned advisory bodies will have thirty days to submit comments to the Committee.

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1 indirectly, the purchase or use of any specific item of
2 commerce or trade.

3 B. "Donor Recognition Program" and any of its
4 variants means contributions of money, equipment,
5 facilities, materials or other goods or services or other
6 consideration in exchange for public recognition in a form
7 and manner determined by the City.

8 C. "City's Advertising Policy" means that certain
9 Policy on City Sponsorship, Corporate Recognition and
10 Advertising, adopted on July 23, 1996, as amended from
11 time to time.

12 16.55.020 Advertising/Recognition Agreements.

13 A. The City may enter into contracts, permits,
14 licenses and agreements with private individuals or
15 organizations to provide advertising space or donor
16 recognition on City owned real and personal property as
17 may be designated in the City's Advertising Policy, in
18 exchange for cash, equipment, supplies, services or other
19 valuable consideration.

20 B. Any contract, permit, license or agreement
21 entered into pursuant to this chapter shall be in
22 conformity with, and subject to, any limitation imposed
23 by the laws and regulations of the State of California
24 including, but not limited to, the California
25 Environmental Quality Act ("CEQA"), the California Vehicle
26 Code, the City's General Plan, the California Outdoor
27 Advertising Act, applicable zoning laws and regulations,
28 and the City's Advertising Policy.

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1 C. The type, location, size, content and duration
2 of any advertising, advertising display, or donor
3 recognition shall be subject to approval by the City to
4 the extent permitted by law and shall be specified in the
5 contract, permit, license or agreement.

6 D. Except as permitted herein, no advertising,
7 advertising display or donor recognition shall be
8 permitted on public property or public facilities.

9 16.55.030 Restrictions.

10 A. No advertising, advertising display or donor
11 recognition shall contain any reference to or depiction
12 of any of the following:

- 13 1. The specified anatomical areas or specified
14 sexual activities as defined in section 21.15.110;
- 15 2. Any obscene act, gesture or word;
- 16 3. Any sale or use of alcohol or tobacco products; and
- 17 4. Any sale or use of illegal drugs or
18 paraphernalia.

19 B. No contract, permit, license or agreement, may
20 permit the logo or seal of the City of Long Beach or any
21 of its departments to be reproduced or distributed in any
22 manner which in any way impersonates a city official,
23 safety officer, or employee.

24 C. No advertising, advertising display or donor
25 recognition shall be permitted on uniforms worn by safety
26 officers, park rangers, or city security officers.

27 D. No contract, permit, license or agreement shall
28 permit an advertisement or advertising display to give the

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1 appearance or impression that any commercial product or
2 service is endorsed or recommended by the City or any of
3 its agencies, departments, officers or employees.

4 E. No advertisement, advertising display, or donor
5 recognition shall display the word "stop", "drive",
6 "danger", or any other word, phrase, symbol, lighting or
7 any devices or any components thereof, or character likely
8 to interfere with or mislead pedestrian or vehicular
9 traffic.

10
11 Sec. 2. Section 21.44.090A(8) is hereby added to the Long
12 Beach Municipal Code to read in its entirety as follows:

13 8. Advertising, advertising displays or donor
14 recognition permitted pursuant to Chapter 16.55.

15
16 Sec. 3. Section 14.16.040 of the Long Beach Municipal
17 Code is hereby repealed.

18
19 Sec. 4. The City Clerk shall certify to the passage of
20 this ordinance by the City Council of the City of Long Beach and
21 cause the same to be posted in three conspicuous places in the City
22 of Long Beach, and it shall take effect on the thirty-first day
23 after it is approved by the Mayor.

24
25 I hereby certify that the foregoing ordinance was adopted
26 by the City Council of the City of Long Beach at its meeting of
27 October 22, 1996, by the following vote:

28 //

EXHIBIT “C”

EXHIBIT “C”

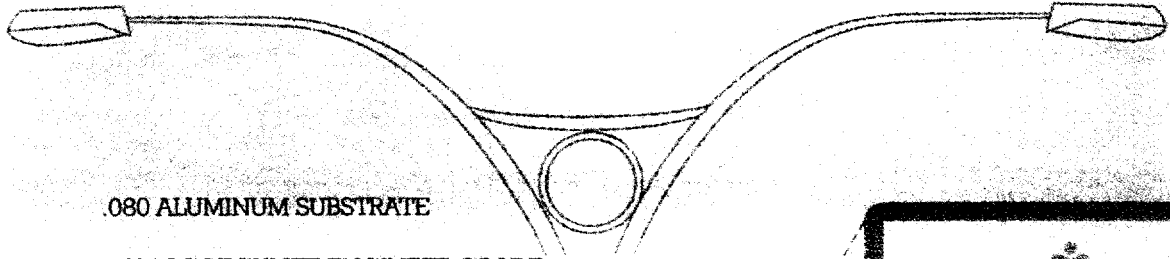
CITY’S POLICY FOR DISADVANTAGED, MINORITY – AND WOMEN-OWNED BUSINESS ENTERPRISES

The City of Long Beach is an equal opportunity employer and requires all Consultants to comply with policies and regulations concerning equal opportunity.

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority- and Women- Owned Business Enterprises (DBEs, MBEs, and WBEs) in all aspects of contracting relating to construction, materials and services, professional services, land development related activities, leases and concessions.

EXHIBIT “D”

LIGHT POLE/UTILITY POLE SIGN SPECIFICATIONS AND SCHEMATIC



SUB: .080 ALUMINUM SUBSTRATE

FACE/GRAPHICS:

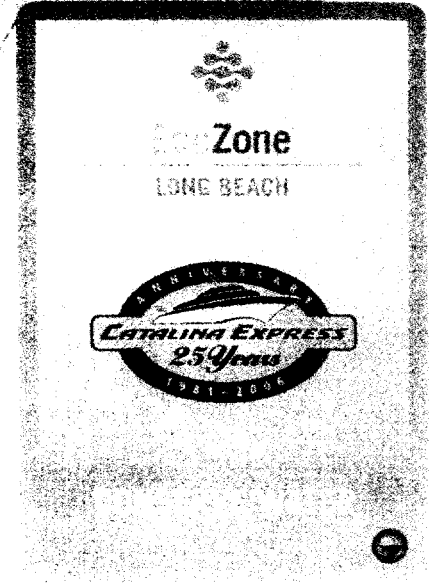
- 3M SCOTCHLITE ENGINEER GRADE REFLECTIVE SHEETING (3290 SERIES)
- UV INHIBITING ANTI-GRAFFITI LAMINATE (1160A)
- 3M AQM INKS

MOUNTING: MOUNTED TO STANDARD MUNICIPAL UTILITY POLE

BANDING AT TOP & BOTTOM: .03"X0.75" STAINLESS STEEL BAND-IT BAND

BUCKLES: TYPE 201 STAINLESS STEEL BAND-IT BUCKLES

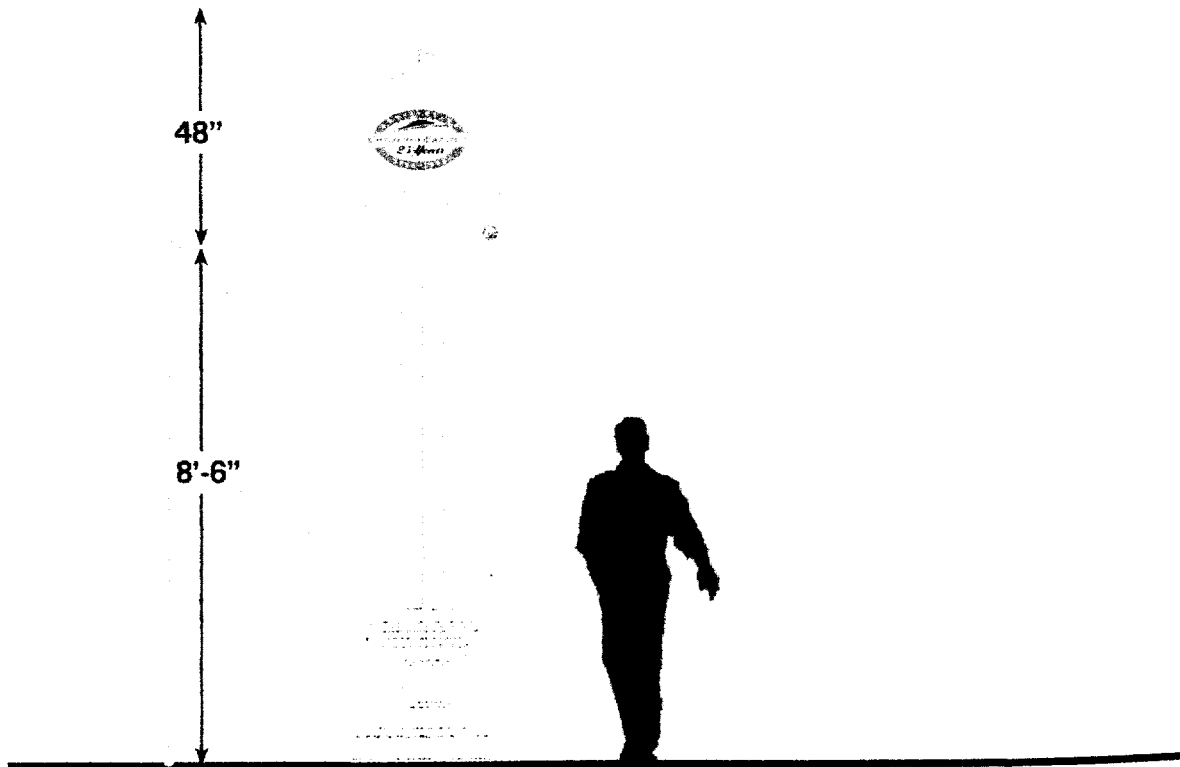
BRACKETS: .075" THICK STAINLESS STEEL BOLT FLARED LEG BRACK-IT WITH SS BOLT, WASHER



← 33" →

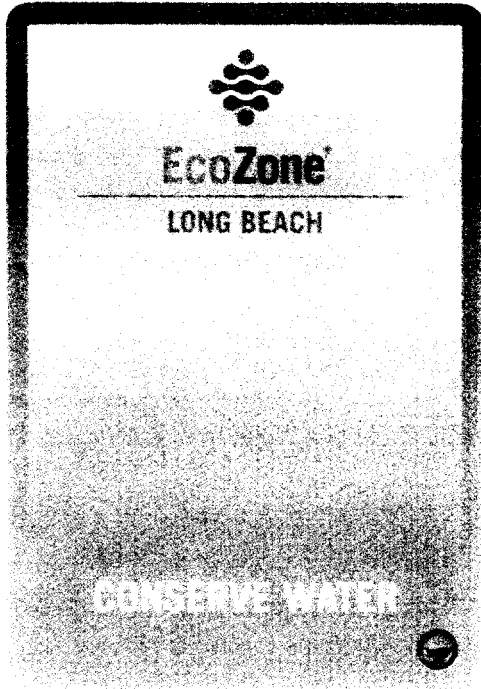
48"

8'-6"

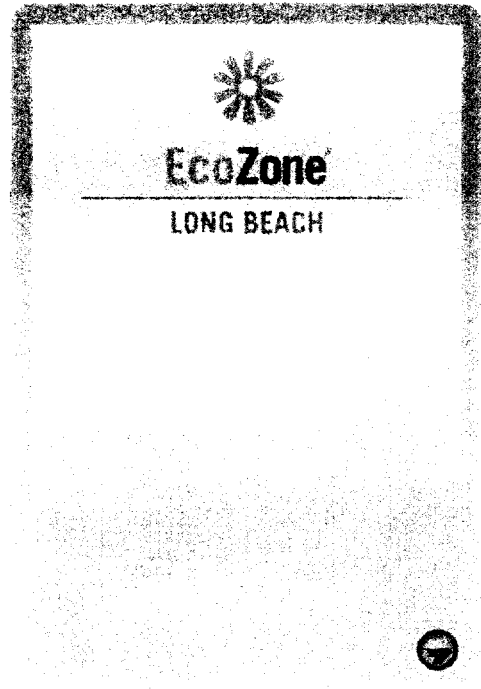


EcoZone[®]

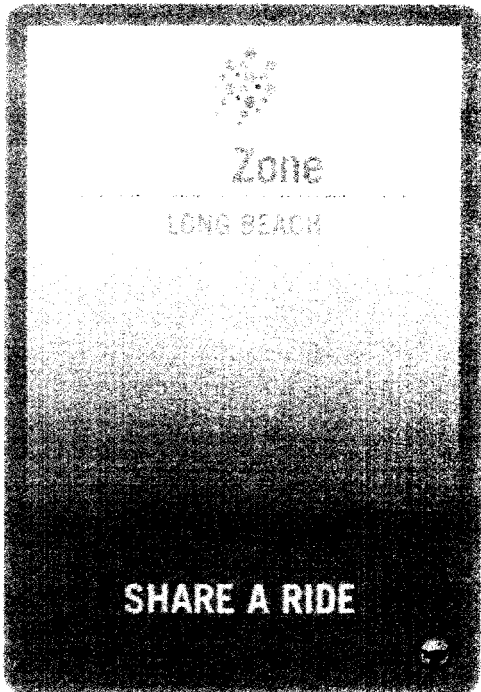
SIGN SAMPLES



WATER



GREEN SPACE



AIR



ENERGY

EcoZone[®]

SIGN SAMPLE IN CONTEXT



EXHIBIT “E”

EXHIBIT “F”

EcoZone®

EcoZone® Activity Summary for (Insert Municipality) _____

Prepared By: _____ Date: _____

BALANCE OF FUNDS CURRENTLY IN (Insert Municipality) _____
ECOZONE ACCOUNT? \$ _____

Indicate below the expenditures made from the EcoZone account:

DATE	AMOUNT	DESCRIPTION (Please be as detailed as possible)
	\$	
	\$	
	\$	
	\$	
	\$	

In the interest of serving all the EcoZone program partners, please let us know about ongoing or new environmental projects in your community. Be sure to include projects that are funded by EcoZone. If the EcoZone funds have not been used, provide an explanation as to why not.

Thank you for sharing this information with us. Please return this form by email to jeff@ecomedia.com or by fax to 310-374-2213 or by mail to:

Jeff Honea
Sr. VP Market Activation
EcoMedia, LLC
919 Manhattan Avenue, Suite 100
Manhattan Beach, CA 90266