

MUNICIPAL LICENSE AGREEMENT

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THIS LICENSE AGREEMENT (this "Agreement") is made effective as of 30 November, 2012, between City of Long Beach a municipal corporation (the "Licensor"), and Electric Transportation Engineering Corporation, dba ECotality North America, an Arizona corporation, and its successors and assigns ("Licensee") (collectively the "Parties").

RECITALS:

- A. The Licensor is the fee owner of certain real properties more particularly described on the attached Exhibit A (collectively "Licensor's Properties"), specific portions of which will be licensed to Licensee pursuant to this Agreement which licensed portions are described and depicted on the attached Exhibit B (collectively the "Licensed Premises").
- B. Licensee is the owner of the EVSE and Software (collectively the "EVSE").
- C. For the use of EVs to expand drivers of EVs will require access to sufficient publicly available Electric Vehicle Supply Equipment ("EVSE") stations exist to provide for convenient re-charging of EVs in locations remote from the drivers' homes.
- D. Licensor has a commitment to resource conservation and wants to be an active participant in energy conservation, energy efficiency and environmental preservation.
- E. Licensee desires to obtain from Licensor certain rights over, under and across Licensor's Property for the purpose of installing, maintaining, operating and removing the EVSE to facilitate Licensee's implementation of the DOE Grant.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. *The License.* Licensor hereby grants to Licensee a revocable license to use and occupy the Licensed Premises (the "License"), on the terms and conditions stated in this Agreement, to install, maintain, and operate the EVSE.
 - 1.1. *Limited, Nonexclusive Rights.* This License is a revocable, nonexclusive, and non-possessory authorization for Licensee to enter upon and use the Licensed Premises solely for the purposes described in § 1.3 on the terms and conditions stated herein. This License is not intended to create or convey to Licensee an interest in real property, and may not be recorded without Licensor's prior written permission.
 - 1.2. *Rights of Others.* Licensee agrees to obtain, at its sole expense, such other licenses, permits, consents and agreements as may be required to address the rights of others by other appropriate agreements, easements, privileges or other rights, whether recorded or unrecorded, and shall make its own arrangements with holders of such prior rights.
 - 1.3. *Scope of License; Permitted Uses.* During the term of this Agreement Licensee shall have reasonable access to the Licensed Premises for the purpose of installing, maintaining, using, operating, repairing, and removing the EVSE.
 - 1.4. *Condition of Premises.* Licensee agrees to accept the Licensed Premises "As Is," without warranty of any kind, express or implied. Licensee acknowledges that Licensor is not obligated to construct or install any improvements or facilities of any kind on the Licensed Premises. Licensee must use commercially reasonable efforts to maintain the Licensed Premises and any EVSE installed on the Licensed Premises in a condition satisfactory to the Licensor, including the removal from the



EVSE and from any areas that are inaccessible to Licensor of graffiti and other unsightly, dangerous or offensive conditions and must not cause or permit any generation of hazardous waste. During the term of this Agreement Licensor will cooperate with Licensee to implement appropriate, mutually agreed upon procedures to assure that the Licensed Premises are maintained in a condition that is satisfactory to both Licensor and Licensee.

- 1.5. *Condition of Licensee's EVSE.* During the term of this Agreement Licensee must maintain the EVSE in a reasonable, safe and operable condition at all times when the EVSE is installed on Licensor's Property. Licensor will have no right or responsibility to repair, maintain, or operate the EVSE. Licensor will cooperate with Licensee to implement appropriate, mutually agreed upon measures to assure that the EVSE is maintained in operable condition and that if the EVSE is damaged or becomes inoperable that Licensee is promptly notified. Licensee will repair or replace, at Licensee's option and at Licensee's sole expense, the EVSE or parts or components thereof as Licensee deems necessary and appropriate.
- 1.6. *Environmental Hazards.* Licensees agrees not to use or store, or permit to be used stored, on the Licensed Premises, gasoline or petroleum products, hazardous or toxic substances or inflammable materials, herbicides, pesticides, fungicides, algacides. Licensee may not engage in the production, location, transportation, storage, treatment, discharge, disposal, or release upon or under the Licensed Premises of any substance regulated under any local, state or federal environmental protection law or regulation.
- 1.7. *Compliance with Laws.* In the exercise of any privilege granted by this License, Licensee must comply with all applicable State, municipal and local laws, and the rules, orders, regulations and other legal requirements, including laws and regulations relating to occupational safety and health and environmental protection, and all orders, writs, judgments, injunctions, decrees or awards of any court or governmental authority with jurisdiction over Licensee or the Licensed Premises. Licensee must obtain promptly and maintain in effect throughout the term of the License all licenses, permits, authorizations, registrations, rights and franchises necessary to conduct the actions required or permitted by the License. Furthermore, Licensee will not encourage or permit any use in or upon the Licensed Premises, or any part thereof, in violation of any applicable laws, statutes, rules or regulations of any federal, state or local authority.
- 1.8. *Compliance with Licensor Requirements.* Any use made of the Licensed Premises pursuant to this License, and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Licensor.
- 1.9. *Alterations; Damage; Restoration.* No alterations may be made by Licensee to the Licensed Premises without first obtaining the prior written consent of Licensor and, if applicable, any other person or entity having an interest in or right to use or occupy the Licensed Premises. Licensee will bear the costs and expenses, associated with performing any such alterations, including, without limitation, costs of construction and any increased operating costs resulting from such alterations. Except as may be otherwise provided in this Agreement, Licensee may not alter, destroy, displace or damage any of Licensed Premises or any neighboring property in the exercise of the privileges granted by this Agreement without the prior written consent of Licensor and any other affected landowner, and the express agreement of Licensee promptly to replace, return, repair and restore any

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such property to a condition satisfactory to Licensor and any other affected landowner upon demand, and at Licensee's sole cost and expense.

- 1.10. *Operation and use of EVSE.* Licensee must confine activities on the Licensed Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and must refrain from marring or impairing the appearance of the Licensed Premises, obstructing access thereto, interfering with the transaction of Licensor's business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 1.11. *Equipment/Access Revenue.* Licensor acknowledges that Licensee is providing the initial EVSE to the site as part of a no-cost pilot program and Licensee intends to collect revenues from the EVSE. Licensee acknowledges that Licensor will have some Fleet vehicles and/or City employee vehicles that will want to use the installed EVSE. Licensee agrees to work in good faith to provide a discounted access fee rate for Licensor Fleet use. In return, Licensor agrees to contribute funding to this agreement/project.
- 1.12. *Site Locations.* New locations for EVSE installation may be added or subtracted by mutual agreement of the parties to the included list of property addresses. *Signage.* Licensee will provide standard signage to help with parking enforcement.
2. *Term of License.* The License and rights granted by this Agreement are effective for three (3) years and will become effective as of the date last signed below (the "Commencement Date") The Licensor will have the option to extend the term of this contract for an additional two (2) years after the termination.
3. *Consideration for License.* As consideration for the License, Licensee agrees to pay the sum of \$1.00 upon execution of this Agreement. In addition, Licensee will provide Licensor reports and other information relating to the License and the use of the EVSEs, including data collected from or relating to the use of EVSE's on the Licensed Premises, provided, however, that Licensee will not be required to and will not provide to Licensor any information that is proprietary or confidential.
4. *Removal of the EVSE.* On the expiration or any earlier termination of this Agreement, Licensee shall vacate the Licensed Premises.
 - 4.1. *Licensor's Option to Retain the Level II EVSE upon Expiration of the Term.* Upon the expiration of the Term, Licensor, in its sole and absolute discretion, may elect to retain the EVSE. Licensor shall notify Licensee in writing delivered to Licensee not less than thirty (30) days prior to the expiration of this Agreement, whether Licensor desires to retain the EVSE on some or all of the Licensed Premises. If Licensor fails to deliver such written notice within such thirty (30) day period, Licensor will be deemed to have elected to not retain the EVSE at the Licensed Premises. If Licensor elects to retain the EVSE installed at some or all of the Licensed Premises, Licensor shall become entitled to acquire from Licensee all rights, title, and interest in and to such EVSE at no additional cost, and Licensee agrees to execute and deliver to Licensor such documents as Licensor may reasonably request to evidence the transfer of title.
 - 4.2. In regards to any installed DC Fast Charger EVSE, Licensee shall retain ownership of the DC FC Fast Charger EVSE Equipment. Further, Licensee has the right to remove the EVSE Equipment at any time or within ninety days (90) following the termination of such right to use or possess the Licensed Premises.
 - 4.3. *Removal of the EVSE by Licensee upon Expiration of the Term.* Licensee shall remove (at Licensee's sole cost and expense) all of the EVSE, and must restore the Licensed Premises to a safe and reasonable condition, as more specifically described in § 4.2 hereof.

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- 4.4. *Restoration.* Upon expiration or termination of the License and removal of the EVSE Licensee will, at Licensee's sole expense and to Licensor's satisfaction, restore the affected portions of the Licensed Premises (surface and subsurface) to a safe condition, with the electricity to the Charger installation locations capped, the breakers turned off, and the Charger anchor/mounting bolts cut flush/removed.
5. *Ownership.* Title to and ownership of the EVSE will be retained by ECOTality through the Term of this Agreement. The software associated with and that operates the EVSE is exclusively owned by ECOTality. All of the information, content, services and software displayed on, transmitted through, or used in connection with the use and operation of the EVSE, including, but not limited to advertising, text, photographs, images, illustrations, video, html, source and object code, software, data, Internet account access, and the like (collectively, the "Content") is owned by ECOTality and its affiliates, licensors, or suppliers. The "Content" is protected by copyright, trademark, and other intellectual property laws of the United States of America.
6. *Media Content.* The Parties acknowledge and agree that ECOTality shall have control over the solicitation, contracting, and distribution of any and all Media Content, including but not limited to, any Media Content data transmitted to or from the EVSE and displayed using the EVSE. The Parties will work together in a good faith effort to resolve any objections that the Licensor may have with the subject matter, time of display, and format of Media Content. Licensee agrees to comply with Licensor's advertising policy attached hereto and incorporated herein by this reference. ECOTality will take reasonable efforts to avoid distributing Media Content which conflicts with Licensor media and advertising at a particular Site. ECOTality shall remove conflicting Media Content within a reasonable period of time upon written notification by Licensor. Licensee agrees to not allow any inappropriate material as advertisements on EVSE. This includes any sexually suggestive material or material promoting alcohol or tobacco use. In the event Licensor reasonably objects to the content of an individual advertisement for any reason, Licensee shall remove such advertisement within five (5) days of written notice from Licensor requesting removal of the same. In addition Licensee will not use Licensor's branding images or logos without first receiving written approval from Licensor. Notwithstanding the foregoing, Licensor authorizes Licensee to use its logo on the Blink map and for EVSE placed in locations included in this agreement.

Once ECOTality implements the Media Content program, Licensor shall have the opportunity to utilize up to ten percent (10%) of the Media Content to advertise Licensor specific products and services, on EVSEs at Licensor Sites.

7. *Utility Costs.* Licensee will pay for or reimburse Licensor all costs pertaining to the supply of electricity and/or any costs resulting from installing new meters, service connections or any related equipment and/or services.
8. *Termination.*
- 8.1 *Without Cause.* This Agreement may be terminated by Licensee in writing to the Licensor, without cause, at any time and for any reason, whereupon the Parties shall be fully released from their respective duties, rights, obligations and liabilities under this Agreement except as provided below.
- 8.2 *With Cause.* This Agreement may be terminated in writing by either party for cause if either party violates any term of this Agreement and fails to cure the same within thirty (30) days of receiving written notice of such default.

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9. *Indemnification.* Licensee shall indemnify, defend, save and hold harmless the Licensor and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Licensee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Licensee's occupancy and use of the Licensed Premises. It is the specific intention of the Parties that the Licensor shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Licensor, be indemnified by Licensee from and against any and all claims. It is agreed that Licensee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Licensed Premises, the Licensee agrees to waive all rights of subrogation against the Licensor, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Licensed Premises.

10. *LIMITATION OF LICENSEE'S LIABILITY.* LICENSEE MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, TO THE LICENSOR OR ANY THIRD PARTY, WITH RESPECT TO THE SOFTWARE OR THE EVSE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY LICENSOR ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER LICENSEE'S INSURANCE POLICIES. AS LICENSOR IS SELF-INSURED, ANY CLAIMS BY LICENSEE AGAINST LICENSOR SHALL BE LIMITED TO THE SAME AMOUNT AS THE THEN AVAILABLE AMOUNT OF LICENSEE'S INSURANCE POLICY AND AS SUCH DAMAGES ARE DETERMINED IN A COURT OF LAW. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY THIRD PARTY CLAIMS.

11. *Insurance Requirements.* Licensee shall procure and maintain a commercial liability policy and/or umbrella policy with coverage of ten million dollars (\$10,000,000) for the duration of the License.

11.1 The policy shall be endorsed to include the following additional insured language:
"The Licensor shall be named on an endorsement to the general liability insurance policy as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this License."

11.1.1 *Commercial Auto Liability*

Policy shall include coverage of Symbol 1 ("Any Auto") coverage:

- Combined Single Limits \$1,000,000

11.1.2 *Workers' Compensation and Employer's Liability*

Policy shall include statutory coverage and employer's liability coverage

Handwritten initials/signature

- E.L. Each Accident \$1,000,000
- E.L. Disease – Each Employee \$1,000,000
- E.L. Disease – Policy Limit \$1,000,000

11.1.3 *Special Perils Personal Property*

Policy shall include coverage of Licensee's equipment installed on Licensor's premises at replacement cost value.

12. *Notices.* All notices or other communications required or permitted to be provided pursuant to this License must be in writing and may be hand delivered, sent by United States Mail, postage prepaid, or delivered by a nationally recognized courier service. Any notice will be deemed to have been given when delivered if hand delivered, when received if sent by courier, or forty-eight (48) hours following deposit in the United States Mail. Notices shall be addressed as follows:

To Licensee:

Company: _____

Attn: _____

Title: _____

Address: _____

Fax Number: _____

To Licensor:

Electric Transportation Engineering
Corporation dba ECOtality North
America

Attn: Legal Department

Address: 430 S. 2nd Avenue

Phoenix, AZ 85003-2418

Fax Number: 602-443-9007

13. *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated.
14. *Entire Agreement.* This Agreement and the exhibits and schedules referenced or attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder.

15. *Severability.* If any terms or other provision of this Agreement or the schedules or exhibits hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.
16. *Information.* Subject to applicable law and privileges, each Party hereto covenants with and agrees to provide to the other Party all information regarding itself and transactions under this Agreement that the other Party reasonably believes is required to comply with all applicable federal, state, county and local laws, ordinances, regulations and codes.
17. *Further Agreements.* The Parties shall execute or cause their applicable affiliates to execute such additional agreements between the Parties and/or their respective affiliates as may be reasonably necessary to effectuate the intent of this Agreement.
18. *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement may be amended at any time by mutual consent of Licensor and Licensee, evidenced by an instrument in writing signed on behalf of each of the Parties.
19. *Amendment and Modification.* This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the Parties hereto.
20. *Failure or Indulgence Not Waiver; Remedies Cumulative.* No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.
21. *Authority.* Each of the Parties represent to the other Party that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement and (d) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.
22. *Third Party Beneficiaries.* None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Person. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any liability (or otherwise) against either Party hereto. Notwithstanding the foregoing, it is understood that the Licensee's rights hereunder shall inure to the benefit of Licensee's affiliates and their officers, directors and employees.

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23. *Default; Remedies.* The actual or prospective failure of either party to satisfy any material obligation under this Agreement, and the breach of any material representation or warranty stated in this agreement, will be an event of default. If a party's default continues without cure for thirty (30) days after delivery of a written notice of default in the manner provided in Section 9, the other party will be entitled to terminate this Agreement for cause, and to all other remedies available at law or in equity, including damages and specific performance. The rights and remedies set forth in this agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist in law or equity or by statute or otherwise. Failure or delay by the Licensor to exercise any right, power or privilege will not be deemed a waiver thereof.
24. *Confidentiality and Data Security.* Personal identifying information, financial account information, or restricted Licensor information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access.
- When personal identifying information, financial account information, or restricted Licensor information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- In the event that data collected or obtained by the Licensee in connection with this Agreement is believed to have been compromised, Licensee shall notify the Licensor immediately. Licensee agrees to reimburse the Licensor for any costs incurred by the Licensor to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
25. *Data Collection.* During the Term of this Agreement Licensor will allow Licensee reasonable access to the EVSE, the Licensed Premises, and existing sources of electrical energy as reasonably necessary to enable Licensee to collect and transmit data regarding public use of the EVSE as may be required.
26. *Miscellaneous.* Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. Except as expressly provided herein to the contrary, when a Party is required to do something by this Agreement, it shall do so at its sole cost and expense without right of reimbursement from the other Party. Whenever one Party's consent or approval is required to be given as a condition to the other Party's right to take any action pursuant to this Agreement, unless another standard is expressly set forth, such consent or approval shall not be unreasonably withheld, conditioned or delayed.
27. *Counterparts.* This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.
28. *Jurisdiction and Venue.* Jurisdiction and venue for any legal matters shall be held locally in California.

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IN AGREEMENT, each of the Parties hereto has caused this Agreement to be duly executed as of the day and year first set forth above.

LICENSOR:

City of Long Beach

a municipal corporation

By: [Signature] **Assistant City Manager**
Name: Patrick H. West
Title: City Manager
Date: 11.29.12

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

Electric Transportation Engineering Corporation dba ECotality North America

By: [Signature]
Name: Donald B. Kerner
Title: President
Date: 11-29-12

By: [Signature]
Name: Thomas K. Jacobsen
Title: Dir of Sal
Date: 11-29-12



[Signature]



APPROVED AS TO FORM
Nov. 30, 20 12
ROBERT E. THANNON, City Attorney
By: [Signature]
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

EXHIBIT A: Description of Licensor's Properties

NOTE: This Exhibit A may be amended from time to time to add or delete properties

Location No.	Property Address	Assessor's Parcel No.
1	Convention Center: 300 E. Ocean Blvd.	7278-010-911
		7278-010-912
		7278-008-909
		7278-008-926
2	Airport: 4100 Donald Douglas Dr.	7149-003-935
3	Museum of Art: 2300 East Ocean Blvd.	7264-019-904
4	El Dorado Regional Park Nature center: 7550 East Spring St.	7235-002-902
5	The Pike (Rainbow Bridge Parking Structure): 65 S. Cedar Ave.	7278-010-919
6	Public Works Parking Lot: 51 Shoreline Dr.	7278-010-914
7	Towne Center Shopping Complex: 7575 Carson St.	7075-001-930
		7075-001-931
		7075-001-932
		7075-001-935
		7075-001-939
		7075-001-940
		7075-001-947
		7075-001-948
		7075-001-941
		7075-001-943
		7075-001-944
		7075-001-933
8	Queen Mary: 1126 Queens Highway	7436-021-907
9	City Hall Broadway Parking Structure: 332 Broadway	7280-025-902
10	Aquarium of the Pacific: 99 Aquarium Way	7278-010-914
11	Admiral Kidd Park: 2125 Santa Fe Ave.	7402-016-7402
12	Park Avenue Parking Lot: 189 Park Ave.	7256-022-900
		7256-022-901
13	City Place Parking Structure: 50 6 th St.	7280-005-918
14	Surface Parking Lot: 5400 Long Beach Blvd.	7126-036-905

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EXHIBIT B: Description and/or Depiction of Licensed Premises

Location No. 1

[Insert metes and bounds or other narrative description, size, etc.]

See diagram attached as Exhibit B-1

Location No. 2

[Insert metes and bounds or other narrative description, size, etc.]

See diagram attached as Exhibit B-1

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CITY OF LONG BEACH

OFFICE OF THE CITY MANAGER

333 WEST OCEAN BOULEVARD

LONG BEACH, CALIFORNIA 90802

JAMES C. HANKLA
CITY MANAGER

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CITY CLERK
LONG BEACH, CALIF.
TEL: 562-576-6711
FAX: 562-570-6588

February 27, 1996

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

SUBJECT: Policy on City Sponsorship, Corporate Recognition and Advertising

It is recommended that the City Council consider the attached "Policy on City Sponsorship, Corporate Recognition and Advertising."

BACKGROUND

At its September 26, 1995 meeting, the City Council requested that staff develop a policy recommendation on City sponsorships, corporate recognition and advertising on City property. To develop this policy statement, I convened a task force made up of representatives from departments across the City to study this issue. The consensus of the group was to propose a policy that gives greater latitude for the City to actively solicit sponsorship and advertising. However, the task force clearly felt that certain areas of City government should not be included under this policy. I support this conclusion. The proposed policy allows the City to retain the right to exclude certain events, activities, properties and vehicles as eligible for sponsorship or advertising.

During the task force's work on this new policy, a previous City Council policy on the naming of City-owned land, buildings and facilities was identified. This policy, adopted by the City Council on March 10, 1981 has been incorporated into the new policy. If the City Council wishes to proceed with the adoption of the new policy, it is recommended that formal action be taken to incorporate the 1981 policy.

Deputy City Attorney Tim McOsker served on the task force that has developed this proposed policy. The City Attorney will provide comments on this policy in a separate letter.

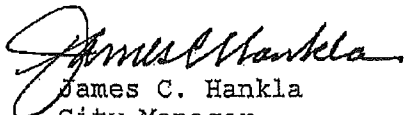
HONORABLE MAYOR AND CITY COUNCIL
February 27, 1996
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With City Council approval of this policy, I will begin to circulate Requests for Proposals from private firms to actively solicit donations and/or sponsorships for City events and activities as well as advertising. Unless requested otherwise, I will return to the City Council in six months with a progress report on this venture.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Adopt "Policy on City Sponsorship, Corporate Recognition and Advertising" incorporating the City Council's "Policy on Naming of City-Owned Land, Buildings and Facilities" adopted March 10, 1981.

Respectfully submitted,


James C. Hankla
City Manager

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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.

The Committee shall then conduct a public hearing on the naming or renaming request and forward to the City Council its recommendation, accompanied by relevant testimony taken at the hearing, as well as the reports of staff and any concerned advisory bodies. The City Council will then consider the recommendation of the Committee and make its decision.

DONATIONS

All donations for events, activities, or facilities must be in accordance with the City's existing policies for receiving donations. City Council approval is required to accept donations of any size. Donors may be recognized within the guidelines of this policy.

ADVERTISING

The committee shall maintain an inventory of all property, vehicles and materials available for advertising as approved by the specific City Council guidelines. Once authorized by the City Council through the specific guidelines, a private firm shall market these areas for potential advertising at rates that are comparable with the private sector.

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OFFICE OF THE
CITY ATTORNEY
OF
LONG BEACH

JOHN R. CALHOUN
CITY ATTORNEY

ROBERT E. SHANNON
ASSISTANT

City Hall
333 West Ocean Boulevard
Long Beach, California 90802-4684
(310) 570-2200

WORKERS' COMPENSATION SECTION
(310) 570-2245

February 27, 1996

Telecopier
(310) 436-1579

RECEIVED
CITY CLERK
LONG BEACH, CALIF.
96 FEB 25 PM 4:18

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
CALIFORNIA

Re: Proposed Corporate Recognition, Advertising and
City Sponsorship Policy

The City Attorney's office has been asked to comment on a proposed policy on corporate (or individual) recognition, advertising and City sponsorship.

LEGAL BACKGROUND

At present, sections 14.16.040, 18.56.210 and 21.45.180 of the Long Beach Municipal Code prohibit the use of public property as a forum for the display of commercial advertising. Prior to 1974, advertising on bus benches along public streets was permitted. However, in July 1974, existing ordinances were adopted to prohibit such advertising because: 1) the City Council had found it difficult to legally control the content of the advertising; and 2) various members of the City Council considered public property advertising to be detrimental to the image of the City.

After extensive litigation, the California Supreme Court upheld the City's right to ban commercial advertising on its bus benches. We are not aware of any litigation challenging the City's right to prohibit commercial advertising on publicly owned property or facilities since the 1974 lawsuit. In recent years the City has worked diligently to eliminate visual blight caused by signs and other advertising related nuisances.

PROPOSED POLICY

The proposed policy contemplates three (3) separate and distinct programs by which the City will be able to potentially enhance its revenue position:

1. Contributions of money, equipment or other materials for which the City may provide "recognition" to the donor. This policy facet

[Handwritten initials]

would be similar to the widely utilized "Adopt-a-Highway" program where businesses, individuals or other groups are permitted to "adopt" a section of highway for the purpose of litter control and receive public recognition for their contribution. Typically, the public entity controls the nature of the recognition and establishes strict guidelines regarding the type of recognition given, including (if appropriate) the placement, size, color, content and duration of a recognition plaque or sign.

2. The explicit authorization to lease or otherwise contract for commercial advertising in or on facilities or property owned or operated by the City. This type of advertising might include bus bench "poster advertising", the placement of advertising on City vehicles or facilities, or the lease of City property for large scale advertising programs.
3. City support or co-sponsorship of special events or programs. In this instance, the City would typically provide facilities, equipment, staff or other City resources to facilitate an event or waive the departmental costs and fees associated with conducting the event. Examples of this type of activity would include the City's past co-sponsorship and support of the Martin Luther King Day Parade, the Daisy Avenue Christmas Parade and Operation Desert Salute to honor troops returning from Operation Desert Storm in 1994. In the case of co-sponsorship, the involvement of City employees, equipment or property, and the potential for City liability would require the City to actively participate in and control the conduct of the event.

Under the proposed policy each of the above three (3) programs would, in varying degrees, be subject to review by a City Manager approved "Recognition/Advertising/Sponsorship Review Committee". The Committee would be responsible for developing appropriate guidelines and reviewing and recommending action to the City Manager regarding recognition/advertising/sponsorship activities. Any guidelines developed by the Committee would have to be

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approved by the City Council prior to implementation.

LEGAL CONSIDERATIONS

Significant legal issues are raised when any public entity adopts policies that permit the use of public property or equipment for recognition of donors, or for commercial advertising, or the co-sponsorship by the public entity of otherwise private activities or events.

In many instances, the initial allure of increased revenues will be outweighed by the potential that once certain advertising programs are permitted, the City will not legally be able to select the advertisers or control the content of the advertising, or may not be able to withdraw the advertising forum from use absent a compelling governmental interest to do so.

The most significant pitfalls are likely to be encountered if the City opens its property or facilities to paid commercial advertising such as signs on public property or the poster type advertising that is common on bus benches or shelters. It should be noted that Lawrence Jackson, President and General Manager of Long Beach Public Transportation has expressed serious concerns in regard to the utilization of bus benches or shelters for paid commercial type advertising. Most of the existing benches/shelters in Long Beach have been constructed with Federal grant funds and cannot be used for any advertising purposes.

Several other cities that permit bus bench type advertising actually own and operate the municipal bus system which is not the case in Long Beach. Mr. Jackson indicated that it is the Transit Company's position if an advertising policy is adopted in Long Beach, the bus company rather than the City should manage, control and receive income from advertising on bus benches/shelters. He further indicated that bus bench/shelter advertising programs in other cities have, for the most part, had less than satisfactory results in connection with maintenance and cleanliness of the bus benches/shelters.

The First Amendment guarantees freedom of speech in public forums and further requires that when the government

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Honorable Mayor and City Council
February 27, 1996
Page 4

regulates speech, it must do so by policies that (i) serve a substantial government interest, (ii) are clearly set forth, (iii) are not so vague as to be subject to abuse, (iv) are consistently applied, (v) are not based on content, and (vi) are no more restrictive than necessary to fit the governmental interest. Policies regulating speech are strictly scrutinized by the Courts.

If the City decides to accept paid public advertising on its property or facilities it will create an open "public forum" that will be subject to all of the inherent protections of the First Amendment. The City could not (except for limited public policy exceptions) discriminate against, or in favor of, any person, group, or organization even though many citizens might disagree with a particular group or its views, values or goals.

For example, a Federal court in Massachusetts has held that the local transit authority could not prohibit the placement of condom ads inside subways and trolley cars even though the transit authority had received numerous citizen complaints about the ads (the series of ads in question depicted a photograph of a wrapped condom with text reading: "It'll grow on you"; "You'll last longer wearing a condom"; "Add an extra layer before you get under the covers"; "Put on your thinking cap"; "Finally, a roll-on with a protection you really need"; "Even if you don't have one, carry one"; and "Tell him you don't know how it will ever fit").

Similarly, a Federal court in New York ruled that once the City had created a public forum by developing an advertising program it could not reject an ad from Penthouse Magazine that depicted a presidential candidate as an almost nude male "stripper". Recently, a local organization successfully challenged the City of Inglewood's removal of a bus bench "poster ad" depicting a rap group with their backs to a small scale which appeared to be weighing a white powdery substance.

Even "Adopt-a-Highway" recognition programs have been the subject of litigation. A Federal court in Arkansas upheld the right of a white supremacist organization to participate in the "Adopt-a-Highway" program despite the abhorrent nature of the group's views. The court stated that once a public forum has been opened to some groups, public officials may not prohibit other groups from

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Honorable Mayor and City Council
February 27, 1996
Page 5

participating simply because their beliefs are not favored by many citizens in the community.

City co-sponsorship of special events likewise has the potential for extensive liability exposure and protracted litigation. If the City approves a co-sponsorship program, it then may not discriminate for or against participants based upon the nature of the organization seeking co-sponsorship status or upon the content of the views espoused by that organization.

RECOMMENDATION

If the proposed policy is adopted it would be necessary to amend the Municipal Code to reflect the intent of the policy. Regardless of whether all, or only a portion of the policy is adopted, definite objective criteria must be formulated and approved by the City Council for each particular recognition/advertising/sponsorship program.

In the case of recognition for contributions/donations, the City should strictly regulate and control the type, size, color, content, placement and duration of the recognition plaques or signs. Once the appropriate recognition criteria have been established by the City Council, deviation should not be permitted except for compelling reasons.

Detailed, non-discriminatory guidelines must also be formulated if commercial (bus bench type) advertising is permitted. The content and type of commercial advertising should be controlled by the City to the greatest extent legally possible. Detailed guidelines should be established concerning sexually provocative advertising material (including movie posters) as well as advertising material promoting alcohol and/or tobacco products. Likewise, consideration should be given as to whether or not public service advertisements (at reduced rates or no charge) will be acceptable. The importance of developing specific, detailed and definite guidelines (regardless of the dollar amount involved) cannot be over-emphasized. Once the City voluntarily opens a public forum by permitting a certain type of advertising, the City may not be allowed to close that forum absent a compelling reason to do so. Detailed rational guidelines that are strictly adhered to, will be the best defense to any challenge mounted against a

Honorable Mayor and City Council
February 27, 1996
Page 6

recognition/advertising/sponsorship policy.

In the case of City co-sponsorship of events, the City Council probably should determine whether co-sponsorship is appropriate in each particular situation. In the event the City Council decides to co-sponsor an event, the City should take an active role in the organization, control and conduct of the event.

Should a recognition/advertising/sponsorship policy be adopted, it is suggested that the Council request the City Manager to organize a Recognition/Advertising/Sponsorship Review Committee. It is also suggested that the Committee, in consultation with the City Attorney's office, perform a thorough analysis of the types of properties, facilities, programs or events that may be suitable for recognition, advertising or sponsorship purposes. Once the appropriate properties, facilities, programs or events have been identified, then specific and detailed guidelines can be developed for review and approval by the City Council.

Very truly yours,

JOHN R. CALHOUN, City Attorney

By

Michael J. Mais
Michael J. Mais, Deputy

MJM/bv

JR

July 23, 1996

REGULAR AGENDA

DEPARTMENTAL COMMUNICATIONS:

- Confirmed appointment.
(Doc. 60)
36. Mayor Beverly O'Neill, recommending that Councilmember Mike Donelon be appointed as the Alternate Director to the Board of Directors of the County Sanitation District of Los Angeles County.
- Suggested Action: Confirm appointment.
- Opposed and directed City Mgr. (Doc. 61)
37. Councilmember Jenny Oropeza, First District, recommending that City Council oppose SB 1626 (Kopp) relating to Redevelopment and direct the City Manager to immediately communicate such opposition to Long Beach area Assembly representatives and Michael Arnold, Legislative Advocate.
- Suggested Action: Oppose SB 1626 and direct City Manager to communicate such opposition.
- Approved recommendations of Civil Service Commission relating to revision of Civil Service Rules and Regulations Sections 15, 16, 60 and 92.
R & F recommendations A, B, C & D set forth in comm'n. from Civil Service Commission.
(Doc. 62)
38. Vice-Mayor Doris Topsy-Elvord, Sixth District, Legislation, Personnel and Civil Service Committee, recommending that the communication regarding revisions to Sections 15, 16, 29, 60 and 92 of the Civil Service Rules and Regulations be received and the recommendations approved.
- Suggested Action: Concur in recommendation of Committee.
- Concurred in recommendation of Commission and requested City Attorney to prepare amendments to Municipal Code and requested City Manager to present a report on how policy would be implemented to the City Council in 60 days. (Doc. 63)
39. Councilmember Alan S. Lowenthal, Second District, Chair, Housing and Neighborhoods Committee, recommending that the communications regarding the Policy on City Sponsorship, Corporate Recognition and Advertising be received; the policy adopted; the City Attorney requested to prepare amendments to the Long Beach Municipal Code and the City Manager requested to present a status report on implementation of the policy to City Council in three months.
- Suggested Action: Concur in recommendation of Committee.
- Auth'd. City Mgr. (Doc. 64)
40. Director of Community Development and Director of Public Works, recommending that the City Manager be authorized to execute an Exclusive Right to Negotiate Agreement for Westland Construction for the development of Parcel J. (District 5)
- Suggested Action: Authorize City Manager.
- Ref'd. to Public Safety Committee. (Doc. 65)
41. Public Safety Advisory Commission, transmitting Report on Proposed City Ordinance to Address the Theft of Recyclables.

39



City of Long Beach
Working Together to Serve

Memorandum

63

Date: July 23, 1996
To: Honorable Mayor and City Council
From: Alan S. Lowenthal, Chair, Housing and Neighborhoods Committee
Subject: POLICY ON CITY SPONSORSHIP, CORPORATE RECOGNITION
AND ADVERTISING

The Housing and Neighborhoods Committee, at its meeting held July 9, 1996, considered communications relative to the above subject.

It is the recommendation of the Committee to the City Council that:

1. The communications be received;
2. The policy adopted;
3. The City Attorney requested to prepare amendments to the Long Beach Municipal Code; and
4. The City Manager requested to present a status report on implementation of the policy to City Council in three months.

Respectfully submitted,

HOUSING AND NEIGHBORHOODS COMMITTEE

A handwritten signature in cursive script, appearing to read "Alan S. Lowenthal".

Alan S. Lowenthal, Chair

ASL:da

Unanimous vote

Handwritten initials or a mark in the bottom right corner of the page.



City of Long Beach

Working Together to Serve

Memorandum

RECEIVED
CITY CLERK
LONG BEACH, CALIF.

96 JUN -4 AM 9:30

Date: June 4, 1996

To: Housing and Neighborhoods Committee

From: Michael J. Mais, Deputy City Attorney, Ext. 82294

Subject: Policy on City Sponsorship, Corporate Recognition & Advertising [Bus Bench/Shelter Ads]

At the last meeting of the Committee, two issues were raised in regard to commercial advertising on bus benches/shelters. Those issues were: 1) whether the City of Long Beach or Long Beach Transit would be entitled to receive the revenue from bus bench/shelter advertising in the event such advertising was approved by the City Council and; 2) whether or not Long Beach Transit's use of federal grant money to install existing benches/shelters would prevent the replacement of those items with bus benches/shelters suitable for advertising purposes.

1. Bus Bench/Shelter Advertising Revenue

The City Attorney's office has concluded that the City would be entitled to receive revenue generated by bus shelter advertising in the event that such shelters were installed either by the City or an outside vendor. The Long Beach Public Transportation Company ("Long Beach Transit") is a California non-profit corporation that was organized in 1963 to provide transportation services in the City of Long Beach. The sole shareholder of Long Beach Transit is the City of Long Beach. The operating relationship between the City and Long Beach Transit is governed by a 10 year Agreement that will not expire until the year 2002. Pursuant to the Agreement, the City has the power to approve or disapprove of new routes, changes in present routes, or the suspension or abandonment of any bus route. The Agreement makes no specific reference to bus stops. However, a basic concept of transportation is that terminal facilities, i.e. bus stops are part of the "route"

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whose existence is controlled by the City. In addition, Municipal Code section 10.26.040 authorizes the City Traffic & Transportation Engineer to establish bus stops and to designate curb space at locations designated by the City Council. Further, the City Charter (section 1600) gives the City plenary control over all uses of the streets and public places in the City.

The following procedure is currently utilized in establishing or modifying existing bus stops. Long Beach Transit submits a written request to the City Traffic & Transportation Engineer to approve bus stops and/or bus stop modifications. After reviewing Long Beach Transit's request, the City Engineer prepares the necessary Council letter requesting approval of bus stop installations, modifications or removals. Upon Council approval, Long Beach Transit is notified that the request has been approved. Traffic Engineering then notifies the Public Service Bureau to establish concrete landings and red curbing. If necessary, Traffic Engineering also notifies the Project Development Division for curb ramp installations. Long Beach Transit actually installs and maintains the bus bench/shelter.

Assuming that the City Council approves bus bench/shelter type advertising, the current operating agreement between the City and Long Beach Transit would permit the City to require the placement of bus benches/shelters along established bus routes. Conceivably, the shelters could be placed at new bus stops or could replace existing bus benches. There is nothing in the operating agreement that would require the City to remit any portion of the advertising revenue to Long Beach Transit.

2. The Replacement of Bus Benches/Shelters
Installed via Federal Grant Funds

Long Beach Transit currently owns and maintains approximately 3,000 bus benches and 130 shelters within the City limits. It is unclear precisely

Housing and Neighborhoods Committee
June 4, 1996
Page 3

how many of the 3,000 benches and 130 shelters were purchased with federal funds. According to Long Beach Transit, it "might be required" to reimburse the Federal Government for each item that was retired prior to the expiration of its useful life. We are currently attempting to ascertain: 1) how many of the total bus benches were purchased with federal grant funds; 2) what is the remaining useful life of these bus benches; and 3) where are the bus benches currently located.

Based upon the information currently available, it is difficult to predict what, if any, financial impact the adoption of a Bus Bench/Shelter Advertising Policy would have on Long Beach Transit. The return of federal grant money would depend on the remaining useful life of the bench/shelter being replaced, as well as how much federal money was actually expended to install the bench/shelter in the first place.

MJM/bv
bus.mem

JUN 10 1996

JM

BUS ADVERTISING
Mailing List
Page 1 of 1
lbl\Bus.lbl

LBPB
Community Relations
Commander Shelly

Tony Ingegneri
Metro Display
Advertising
15265 Alton Parkway
Irvine CA 92718

Derek Fretheim
P.O. Box 15857
Long Beach CA 90815

Don Darnauer
2400 E. Second Street
Long Beach CA 90803

Gannett Transit
Richard Wannemacher
1731 Workman St.
Los Angeles CA
90031-3381

Don Darnauer

JK

ORDINANCE NO. C- 7429

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY ADDING CHAPTER 16.55 AND SECTION 21.44.090A(8); AND BY REPEALING SECTION 14.16.040; ALL RELATING TO ADVERTISING ON PUBLIC PROPERTY AND FACILITIES

The City Council of the City of Long Beach ordains as follows:

Section 1. Chapter 16.55 is added to the Long Beach Municipal Code to read in its entirety as follows:

CHAPTER 16.55

ADVERTISING ON PUBLIC PROPERTY AND FACILITIES

16.55.010 Definitions.

The words and phrases defined in this section, wherever used in this chapter, shall have the meanings indicated unless the context requires a different meaning:

A. "Advertise" and any of its variants, and "advertising display" mean the depiction or presentation on a sign, personal property, bench, fixed device or structure of any name, word, statement, message, drawing, picture, painting, mark, motto, symbol or figure for the purpose of calling attention to a business, trade, organization or activity and/or inducing directly or

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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 //

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
(310) 570-2200

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Ayes: Councilmembers: Oropeza, Lowenthal, Drummond, Roosevelt,
Robbins, Topsy-Elvord, Shultz.

Noes: Councilmembers: None.

Absent: Councilmembers: Donelon, Kellogg.

Shelba Powell
City Clerk

Approved: 10-28-96
(Date)

Samuel Reed
Mayor

HJM:kjm
10/3/96; 11/7/96
1010)advertis.ord

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.

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH AMENDING THE LONG BEACH
MUNICIPAL CODE BY ADDING CHAPTER 16.55 AND
SECTION 21.44.090A(8); AND BY REPEALING SECTION
14.16.040; ALL RELATING TO ADVERTISING ON
PUBLIC PROPERTY AND FACILITIES

The City Council of the City of Long Beach ordains as follows:

Section 1. Chapter 16.55 is added to the Long Beach Municipal Code to read in its entirety as follows:

CHAPTER 16.55

ADVERTISING ON PUBLIC PROPERTY AND FACILITIES

16.55.010 Definitions.

The words and phrases defined in this section, wherever used in this chapter, shall have the meanings indicated unless the context requires a different meaning:

A. "Advertise" and any of its variants, and "advertising display" mean the depiction or presentation on a sign, personal property, bench, fixed device or structure of any name, word, statement, message, drawing, picture, painting, mark, motto, symbol or figure for the purpose of calling attention to a business, trade, organization or activity and/or inducing directly or

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

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

16.55.030 Restrictions.

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

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

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

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

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

JR

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Long Beach, California 90802-4684
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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.

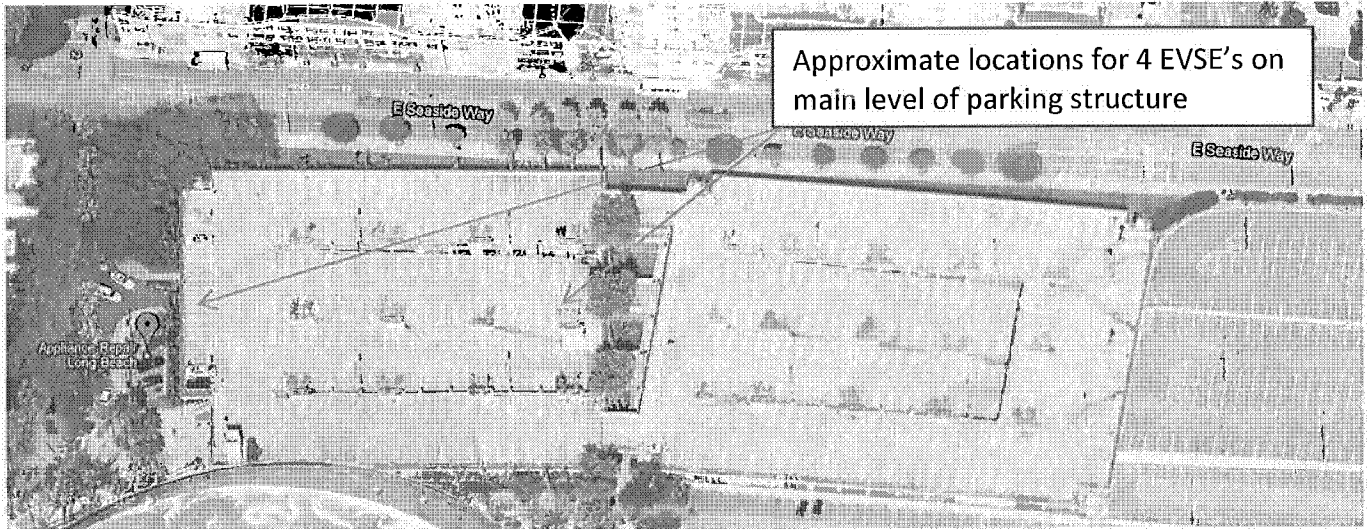
24
25 I hereby certify that the foregoing ordinance was adopted
26 by the City Council of the City of Long Beach at its meeting of

27 October 22, 1996, by the following vote:

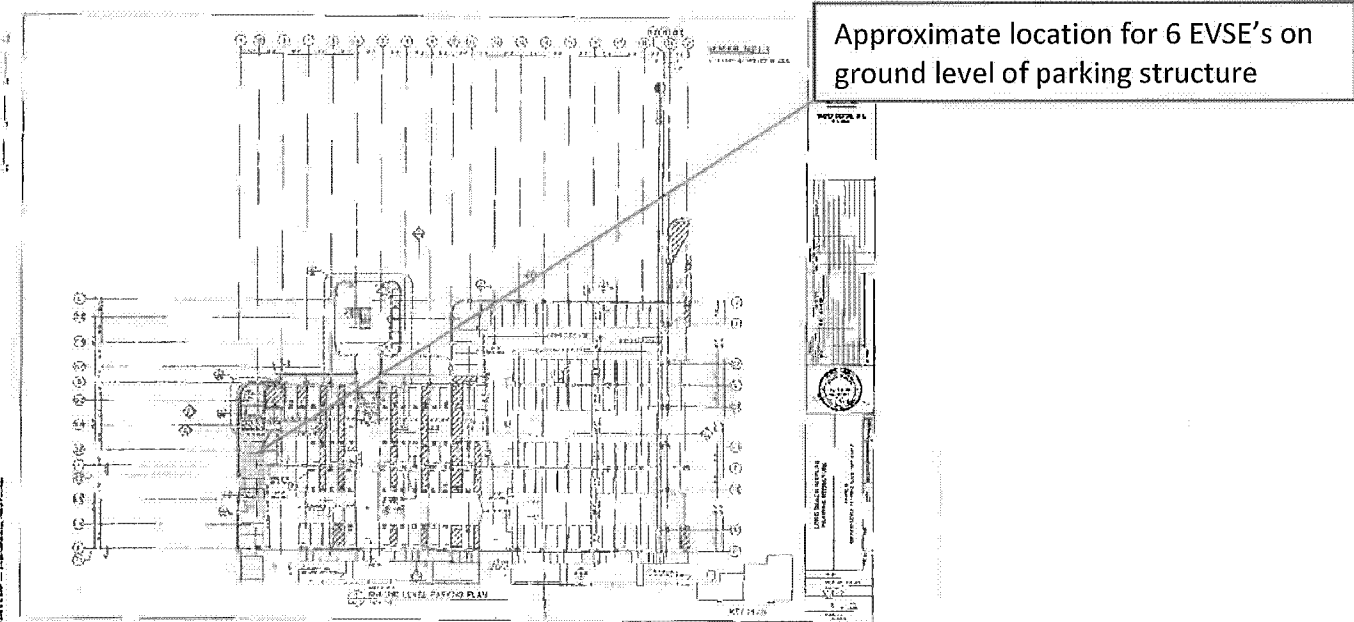
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EXHIBIT B-1: Description and/or Depiction of Licensed Premises

Location No. 1: Convention Center: 300 E. Ocean Blvd.



Location No. 2: Airport: 4100 Donald Douglas Dr.

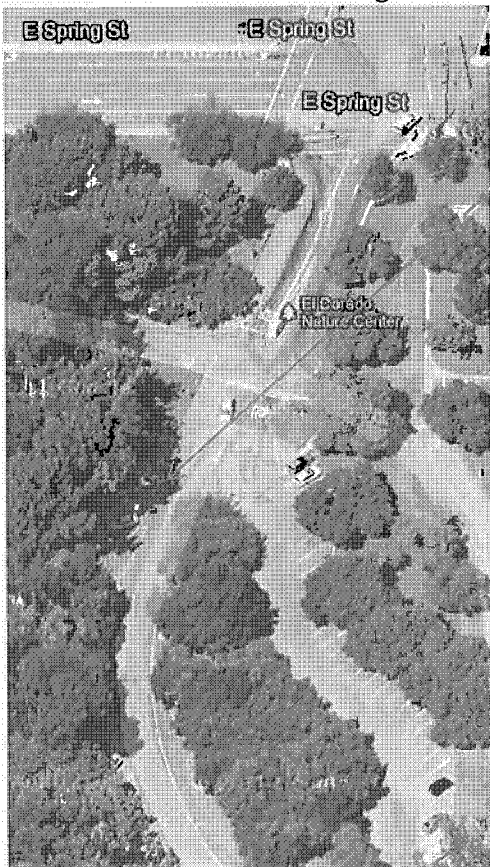


Location No. 3: Museum of Art: 2300 East Ocean Blvd.



Approximate location for 2 EVSE's

Location No. 4: El Dorado Regional Park Nature center: 7550 East Spring St.



Approximate location for 2 EVSE's

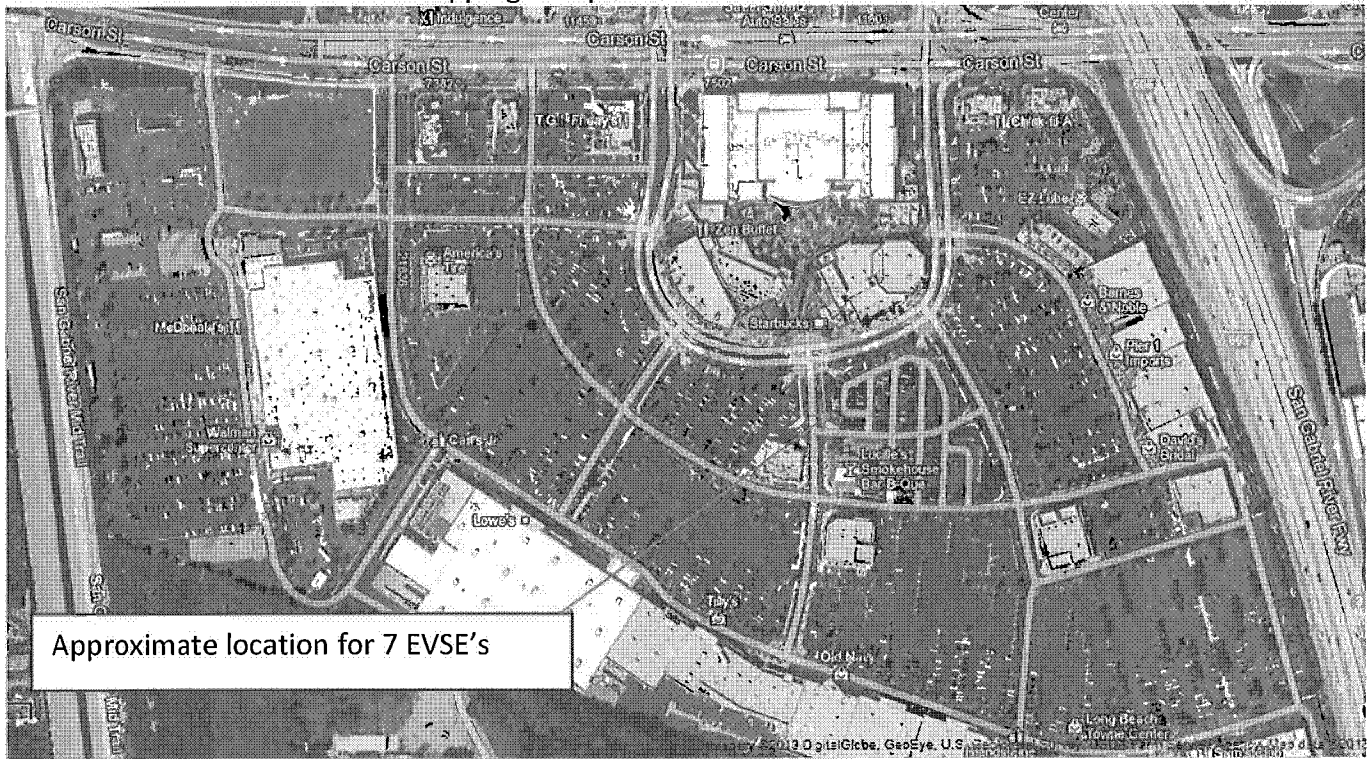
Location No. 5: The Pike (Rainbow Bridge Parking Structure): 65 S. Cedar Ave.



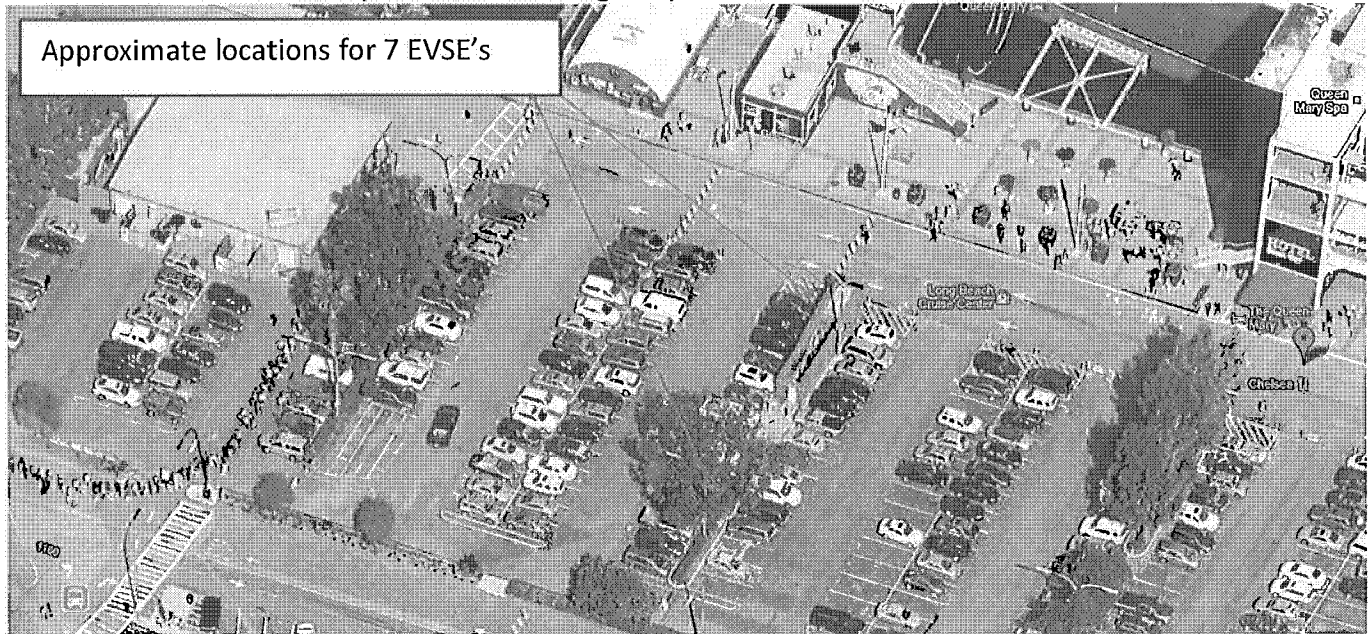
Location No. 6: Public Works Parking Lot: 51 Shoreline Dr.



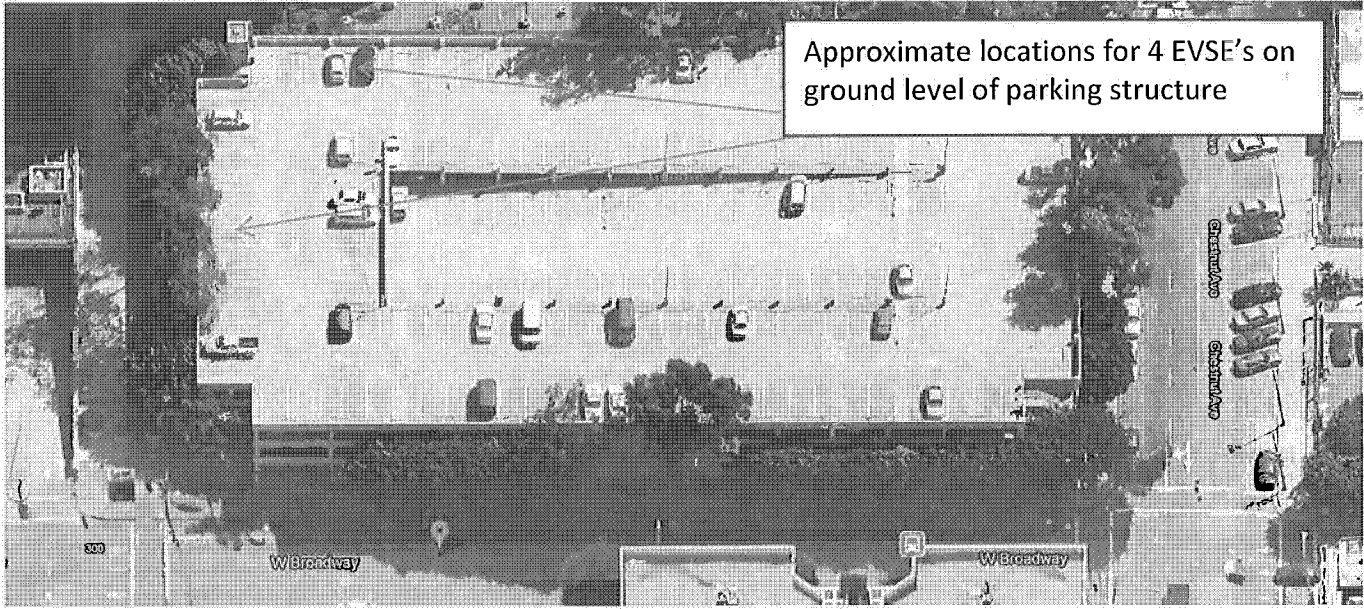
Location No. 7: Towne Center Shopping Complex: 7575 Carson St.



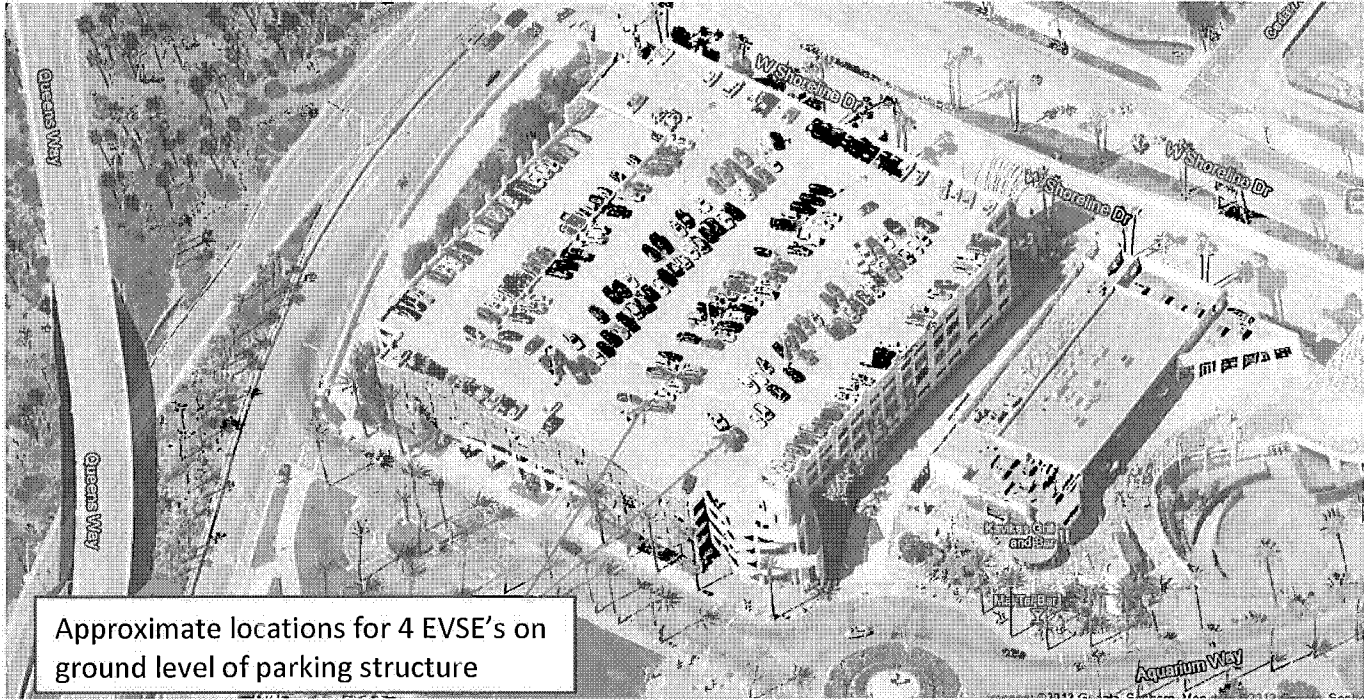
Location No. 8: Queen Mary: 1126 Queens Highway



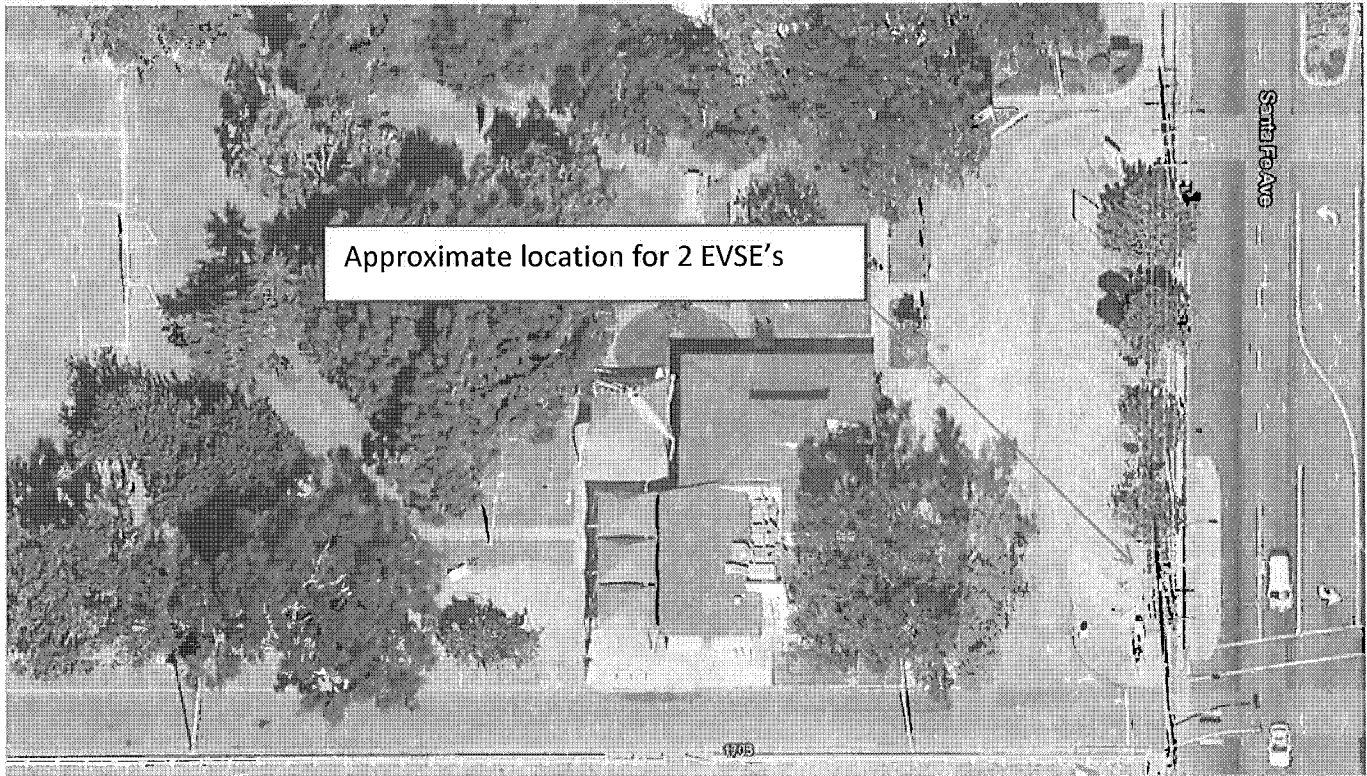
Location No. 9: City Hall Broadway Parking Structure: 332 Broadway



Location No. 10: LBAQ Parking Structure: 99 Aquarium Way



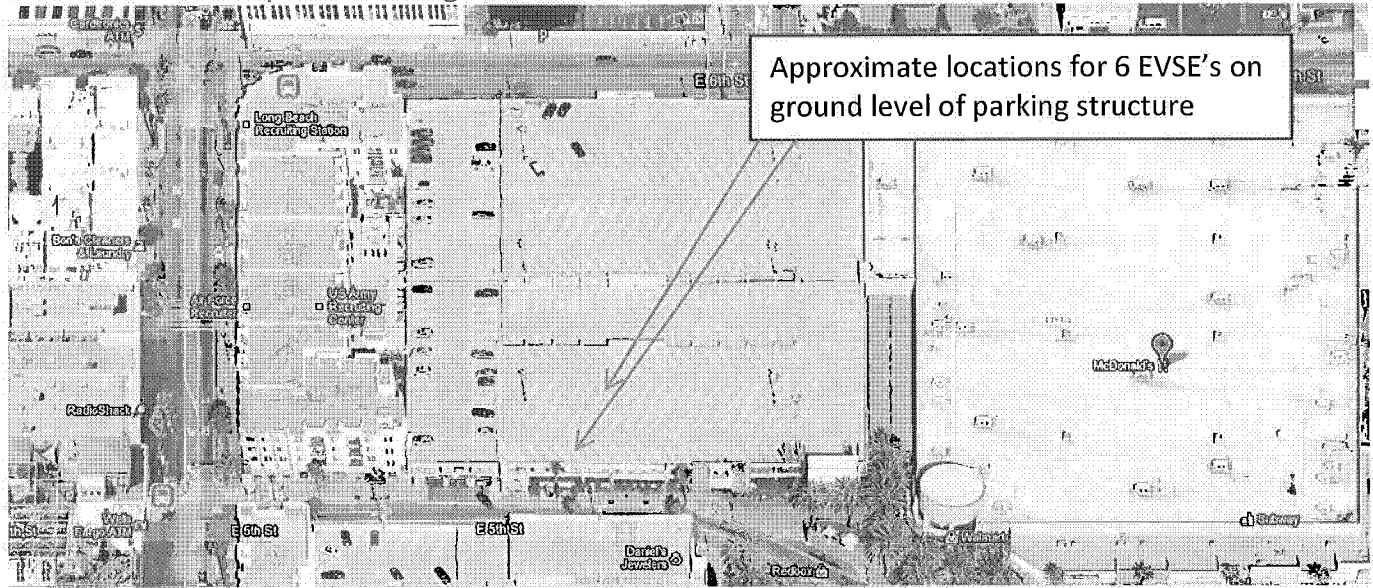
Location No. 11: Admiral Kidd Park: 2125 Santa Fe Ave.



Location No. 12: Park Avenue Parking Lot: 189 Park Ave.



Location No. 13: City Place Parking Structure: 50 6th St.



Location No. 14: Surface Parking Lot: 5400 Long Beach Blvd.

