

## **TRANSIT SHELTER ADVERTISING SERVICES AGREEMENT**

**THIS TRANSIT SHELTER ADVERTISING SERVICES AGREEMENT** (the “Agreement”) is made as of the 23rd day of January, 2024 (the “Effective Date”), by the City of Carson, a municipal corporation of the State of California (the “City”) and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company (“CCO”) (collectively sometimes referred to as the “Parties,” and each, a “Party”).

### **RECITALS**

A. Pursuant to applicable law, specifically Section 5408.5 of the California Business and Professions Code, City desires to place advertising displays on certain City-owned transit shelters located within the City;

B. City has requested that CCO provide transit shelter advertising services to the City, including the placement of third-party advertisements within the two-sided advertising displays on certain City-owned shelters and the maintenance of such displays and shelters; and

C. City is willing to provide CCO with the right to illuminate, repair, maintain, and advertise (within the advertising displays) on certain City-owned transit shelters on City-owned property or right of way under the terms and conditions hereinafter set forth, and CCO is agreeable to same. CCO represents that it has thoroughly reviewed the terms of this Agreement and has independently investigated the feasibility and costs of providing the services set forth in this Agreement and has determined that it is feasible to provide the services pursuant to the terms and conditions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. Term; Termination. The term of this Agreement shall commence on the date of full execution hereof (“Effective Date”) and shall expire five (5) years after the Effective Date, unless earlier terminated by either Party pursuant to this Section. Either Party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days written notice to the other party.

3. Grant of License by City. City hereby grants to CCO, on the terms hereinafter described, an exclusive license to place third-party advertisements in the designated advertising panels (each, a “Panel;” together, the “Panels”) on the City-owned transit shelters located at the bus stop locations listed in the table attached hereto as Exhibit “A” attached hereto (each such shelter, a “Covered Shelter;” together, the “Covered Shelters”) and a non-exclusive license to

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clean, service, repair and maintain the Covered Shelters. CCO shall have no right or obligation to provide the transit shelter advertising or maintenance services contemplated under this Agreement on any transit shelter that is not listed as a Covered Shelter. In the event that the City desires to add additional transit shelters to the list of Covered Shelters, the Parties shall execute a mutually agreeable amendment to this Agreement. The Parties expressly acknowledge and agree that the Covered Shelters do not constitute all City-owned transit shelters, that other City-owned transit shelters which are not listed as Covered Shelters are not subject to this Agreement, and that City reserves the right to grant licenses to other persons for advertising or other use of such transit shelters, or not to grant any such licenses with respect to such shelters.

4. License Fee Payable to City. In consideration of the rights granted hereby, CCO shall pay to City a license fee equal to twenty percent (20%) of all revenues actually received by CCO from the placement of advertisements in the Covered Shelter Panels pursuant to this Agreement.

a. The License Fee shall be payable to City quarterly in arrears within thirty (30) days following the end of each applicable quarter of the term of this Agreement.

b. Each License Fee payment shall be accompanied by a reasonably detailed statement and accounting showing how such License Fee was calculated. To the maximum extent permissible under applicable law, City shall maintain such information as confidential and solely for revenue verification purposes.

c. If City's review reveals any additional amount due to City, CCO shall deliver such additional payment, except for amount payment of which CCO disputes in good faith, within fifteen (15) days' written notice from City of the additional amount due. As to any amount which CCO withholds due to a good faith dispute, CCO shall give written notice to the City explaining the nature and basis of the dispute at or before the time the additional payment is due pursuant to the City's request.

d. CCO shall be responsible for collecting, and shall at all times make diligent efforts to collect, all advertising revenues due and owing to it from third parties for Covered Shelter Panel advertising space pursuant to this Agreement.

5. CCO's Services. Also in consideration of the rights granted hereby, CCO shall place third-party advertisements in the Panels and repair, service, clean and maintain the Covered Shelters in accordance with the terms of this Agreement. The Parties hereby acknowledge and agree that the Covered Shelters are, and shall remain, the property of City.

#### 5.1 Advertising.

a. CCO shall utilize the Covered Shelter Panels for advertising subject to the terms and conditions set forth in the City's policy of general applicability regarding advertising on City-owned transit stop shelters and benches, adopted pursuant to City Council Resolution No. 23-

199, and applicable provisions of the Carson Municipal Code (“CMC”), as the same may be amended from time to time.

b. The Parties acknowledge and agree that as of the Effective Date, the City is in the process of negotiating an agreement with the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028, a California nonprofit public benefit corporation (“OCOG”), related to certain 2028 Olympic Games events being held in the City of Carson, and that said agreement, if/when approved, may include an obligation of the City to use commercially reasonable efforts to work with third parties that have contracts with the City related to “City Ad Space,” as defined in said agreement (which may include the Covered Shelters), to make the City Ad Space temporarily available to OCOG during the “Games Period,” as defined in said agreement, which is anticipated to be June 30, 2028 through September 3, 2028, consistent with the terms of said agreement. To that end, the Parties hereby agree that, if/when said agreement is entered into between the City and OCOG, and to the extent it is applicable to the Covered Shelter Panel advertising space so as to impose an obligation upon City to use commercially reasonable efforts to work with CCO to make Covered Shelter Panel advertising space available to OCOG during the term of this Agreement, the Parties will cooperate reasonably and in good faith to enable City to fulfill said obligation, which may include, without limitation, CCO agreeing to reserve or set aside Covered Shelter Panel advertising space, other than the space available to the City pursuant to Section 6, for a period of time for temporary use by OCOG at CCO’s applicable rates pursuant to request of the City’s Contract Officer.

5.2 Repair and Maintenance. CCO shall maintain, repair, clean, and service the Covered Shelters, including without limitation the Panels. CCO may enter upon and into the Covered Shelters at any scheduled time with personnel and materials, including but not limited to electric wires, meters, and clockwork machinery, reasonably necessary for repairing, maintaining, cleaning and servicing the Covered Shelters. All such work shall be performed at the sole expense of CCO. Each Covered Shelter shall be fully cleaned and trash collected (where a trash receptacle has been installed) not less than two (2) times per week, according to a schedule mutually agreed between CCO’s representative and the City’s Contract Officer. During such visits, CCO will also perform necessary routine maintenance and identify any necessary repair work.

a. For any necessary repair work, CCO shall promptly notify City’s Contract Officer and make a recommendation as to the necessary repair work, and shall obtain City approval to perform such repair work prior to commencing work. Any delay in obtaining such City approval shall not impact any required time frames for any other obligation of either Party set forth in this Agreement.

b. If City determines that a Covered Shelter or portion thereof (including a bench located within a Covered Shelter) fails to comply with the requirements of this Agreement or applicable law or is otherwise in a state of disrepair or deferred maintenance, then City may notify CCO to repair, maintain or remove the Covered Shelter or portion thereof and CCO will complete the necessary repair, maintenance or removal work within five (5) business days of

receipt of such notice from City, unless additional time, not to exceed fifteen (15) business days, is granted by City's Contract Officer based on the nature of necessary repair work. As an exception to the foregoing removal requirement, City may demand that a Covered Shelter or portion thereof be removed within two (2) business days' notice if City determines that the problem is severe.

c. If City desires that a Covered Shelter or portion thereof be replaced with another City-owned transit shelter or portion thereof, then the Parties shall execute a mutually agreeable amendment to this Agreement setting forth the terms and conditions of such replacement, including the cost of such replacement.

d. CCO shall, upon request of City's Contract Officer, provide a report detailing cleaning, servicing, maintenance and repairs on all Covered Shelters. City may supplement CCO's cleaning, services and maintenance with additional regular cleaning, servicing or maintenance at its own cost. If CCO fails to clean, maintain, service or repair the Covered Shelters as required by this Agreement, City may, in addition to any and all other remedies, take such action as is necessary to clean, service, repair and/or maintain the Covered Shelters in the condition and frequently required by this Agreement at CCO's expense.

5.3 Power Source. Each Covered Shelter is supplied with solar power for lighting purposes. CCO shall pay any and all sums that may become due for the solar power supplied to the Covered Shelters and shall keep City indemnified against any and all such costs. CCO shall clean, repair, and maintain all Covered Shelter solar panels as part of its duties under Section 5.2. If solar panels on a Covered Shelter require replacement, then CCO shall inform the City, and City may replace the solar panels at its discretion. Such replacement shall be at the City's cost given that the City owns the Covered Shelters.

5.4 Graffiti. CCO will also be responsible for graffiti abatement on the Covered Shelters. CCO shall remove all graffiti from Covered Shelters during and as part of the routine maintenance and repair of the Covered Shelters pursuant to Section 5.2. CCO agrees to utilize those materials that will best deter the prevalence of graffiti, subject to City's approval and compliance with applicable law. In the event graffiti abatement measures are insufficient to deter the use of the back panels of the Covered Shelters for the display of graffiti, CCO may, subject to prior City approval, replace the back panels with a cross bar or remove them altogether. Nothing in this paragraph shall preclude the City from enforcing any provision of the CMC or otherwise exercising its legal authority with respect to abatement of graffiti on the Covered Shelters.

6. City Advertising. CCO will provide a minimum of six percent (6%) of the Covered Shelter Panel advertising space to the City on a non-cumulative basis for the display of public service announcements. This space will be provided at no charge to the City and only to the extent requested by City via the Contract Officer. Additional Panel space beyond the 6% will be provided on a space available basis if/when requested by City's Contract Officer. The Covered Shelter Panel advertising space available to the City pursuant to this Section shall not be used or applied toward satisfying any obligation to OCOG pursuant to Section 5.1(b).

7. Interests of CCO. CCO hereby covenants that CCO has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such interest shall be employees or associated with CCO in the performance of services hereunder.

8. Prevailing Wages. To the extent the repair, servicing, cleaning, maintenance, replacement or removal of the Covered Shelters, or the solar panels thereon, may be considered a "public work," as defined in Labor Code § 1720, et. seq., CCO shall comply with the state prevailing wage law, California Labor Code §§ 1720 et seq. and 8 CCR § 16000 et seq. for any "public work" (as that term is defined in the statutes) performed pursuant to this Agreement. For purposes of compliance with prevailing wage law, CCO shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes, without limitation, payment of at least prevailing rates as determined by the Director of Industrial Relations, overtime and working hour requirements, apprenticeship obligations, payroll record-keeping requirements, and other obligations as required by law.

9. City Contract Officer. Jason Jo, Transportation Program Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

10. CCO's Representative. Greg McGrath, Regional President California, is hereby designated as being the representative of CCO authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of CCO and any authorized agents shall be under the exclusive direction of the representative of CCO. CCO shall utilize only competent personnel to perform services pursuant to this Agreement. CCO shall make every reasonable effort to maintain the stability and continuity of CCO's staff and subcontractors, and shall keep City informed of any changes.

11. Independent Contractor. CCO is, and shall at all times remain as to City, a wholly independent contractor. CCO shall have no power or authority to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. CCO shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. CCO agrees to pay all required taxes and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. CCO shall fully comply with the worker's compensation law regarding CCO and CCO's employees. CCO further agrees to indemnify and hold City harmless from any failure of CCO to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to CCO under this Agreement any amount due to City from CCO as a result of CCO's failure to promptly pay to City any reimbursement or indemnification arising under this Agreement.

12. Insurance. CCO agrees to provide liability and workers compensation insurance at its sole cost and expense in accordance with the requirements set forth in Exhibit "B," attached

hereto and incorporated herein. The failure of CCO to continuously maintain the insurance required by this Section shall constitute a breach of this Agreement.

### 13. CCO Indemnification of City.

13.1 CCO and City agree that City, its employees, agents, officers and officials (elected and appointed) should, to the extent permitted by law, be fully protected from any and all liabilities, claims, lawsuits, actions, proceedings, damages, penalties, forfeitures, obligations, errors, omissions, losses, expenses, fees and costs of any kind, whether actual, alleged, or threatened, including attorneys' fees, court costs, interest, expert witness fees, and any other costs or expenses of any kind whatsoever, without restriction or limitation ("Claims and Liabilities") arising out of or in any way related to CCO's performance of or failure to perform its services or other obligations pursuant to this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. CCO acknowledges that City would not have entered into this Agreement in the absence of the commitment of CCO to indemnify and protect City as set forth herein.

13.2 To the full extent permitted by law, CCO shall defend, indemnify and hold harmless City, its employees, agents, officers and officials (elected and appointed), from any and all Claims and Liabilities incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to CCO's performance of or failure to perform this Agreement, including CCO's services, duties and obligations pursuant to this Agreement. All obligations under this provision are to be paid by CCO as they are incurred by the City.

13.3 Without affecting the rights of City under any provision of this Agreement or this section, CCO shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction.

13.4 CCO has no obligation under this Agreement for Claims or Liabilities proven in a court of competent jurisdiction or by written agreement between the Parties to be the fault of City.

13.5 CCO agrees to obtain executed indemnity agreements with provisions identical to those as set forth in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CCO in the performance or subject matter of this Agreement. In the event CCO fails to obtain such indemnity obligations from others as required in this section, CCO agrees to be fully responsible according to the terms of this section. CCO shall have sixty (60) days from the date of this Agreement to obtain such indemnity agreements from such persons with whom CCO has existing agreements.

13.6 Failure of City to monitor compliance with these requirements imposes no

additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify, defend and hold harmless City as set forth herein is binding on the successors, assigns and/or heirs of CCO and shall survive any termination or expiration of this Agreement.

13.7 CCO shall also indemnify, defend and hold harmless the City, its employees, agents, officers and officials (elected and appointed), from and against any and all Claims and Liabilities incurred in relation to a third party challenge to the validity of this Agreement or any actions of the City with respect to approval of this Agreement.

#### 14. City Indemnification of CCO

14.1 CCO and City agree that CCO, its employees, agents and officials should, to the extent permitted by law, be fully protected from any Claims and Liabilities attributable to the fault of the City in the performance of the City's obligations pursuant to this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to CCO for such Claims and Liabilities. City acknowledges that CCO would not have entered into this Agreement in the absence of the commitment of City to indemnify and protect CCO as set forth herein.

14.2 To the full extent permitted by law, City shall defend, indemnify and hold harmless CCO, its employees, agents and officials, from and against any and all Claims and Liabilities to the extent attributable to the sole fault of the City in the performance of City's obligations pursuant to this Agreement, provided such fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction. All obligations under this provision are to be paid by City as they are incurred by the CCO.

14.3 City has no obligation under this Agreement for Claims or Liabilities proven in a court of competent jurisdiction or by written agreement between the parties to be the fault of CCO.

14.4 Failure of CCO to monitor compliance with these requirements imposes no additional obligations on CCO and will in no way act as a waiver of any rights hereunder. This obligation to indemnify, defend and hold harmless CCO as set forth herein is binding on the successors, assigns or heirs of City and shall survive any termination or expiration of this Agreement.

15. Notice. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand, by facsimile transmission, or overnight courier, or three (3) business days following mailing by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

IF TO CITY:

City of Carson  
Attn.: Jason Jo, Transportation Program  
Manager  
701 E. Carson Street  
Carson, CA 90745

IF TO CCO:

Layne Lawson  
Vice President of Public Affairs, California  
19320 Harborage Way  
Torrance, CA 90501

WITH A COPY TO:

Aleshire & Wynder, LLP  
Attn.: Sunny K. Soltani, City Attorney  
1 Park Plaza  
Suite 1050  
Irvine, CA 92614

WITH A COPY TO:

Clear Channel Outdoor, LLC  
Attn: Real Estate Operations Counsel  
2201 E. Camelback Road, Suite 250  
Phoenix, AZ 85016

16. Records; Auditing. CCO shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to receipt and disbursement of Covered Shelter Panel advertising revenues and the License Fee payments (the “books and records”), as necessary to enable the City to evaluate the performance of such services and CCO’s compliance with this Agreement, and CCO shall keep such records for a period of three (3) years following expiration or termination of this Agreement. The City shall have full and free access to the books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from the books and records. Notwithstanding the foregoing language, the City shall be required to provide reasonable notice to CCO that the City shall be conducting an audit under this Section and CCO shall make the requested books and records available at its offices in Torrance, CA.

17. Covenant Against Discrimination. CCO covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. CCO shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

18. Assignment; Subcontracting. CCO shall not assign or transfer any interest in this Agreement, whether by assignment or novation, and whether voluntarily or by operation of law, without the prior written consent of the City. CCO shall not contract with any entity to perform in whole or in part its obligations or services required hereunder without first notifying the City in writing and complying with the requirements of Section 13.5 related to subcontractor indemnity agreements and the applicable requirements of Exhibit “B,” including in Section 1.1(e) and the



last paragraph of Section 1.2 thereof, related to subcontractor insurance. Any purported assignment or transfer without such consent shall be void and without effect.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Entire Agreement. This Agreement supersedes any and all other agreements, permits or City approvals, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter, and each Party acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that any other agreement shall be effective only if executed in writing and signed by both City and CCO.

21. Third Party Rights. No third party shall be deemed to have any rights hereunder against any of the Parties as a result of this Agreement.

22. Waiver of Breach. No breach of any provision of this Agreement can be waived unless the waiver is in writing. Waiver of any one breach of a provision shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

23. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to CCO, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to CCO or its successor, or for breach of any obligation of the terms of this Agreement.

24. Severability. In the event that any part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

25. Prevailing Party Attorneys' Fees. If either Party is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recovery of its reasonable attorney's fees incurred in such action or proceeding.

26. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

27. Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. CCO warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. CCO further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. CCO is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

28. Licenses, Permits, Fees and Assessments. CCO shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

29. Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

30. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS HEREOF, this AGREEMENT has been executed as of this 23<sup>rd</sup> day of January, 2024.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[brj]

BY CLEAR CHANNEL OUTDOOR, LLC

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

Its:\_\_\_\_\_

**EXHIBIT A**  
**COVERED SHELTERS**

	Panel Size	Site Code	Panel No	Sales Address	Zip
1	Standard	803886	008501	Carson NS 61ft W/O Orrick F/E - 1	90745
		803886	008502	Carson NS 61ft W/O Orrick F/W - 2	90745
2	Standard	803889	008505	Del Amo SS 211ft E/O Avalon F/W - 1	90746
		803889	008506	Del Amo SS 211ft E/O Avalon F/E - 2	90746
3	Standard	008888	001792	Carson SS 75ft E/O Dolores F/W-1	92101
		008888	001793	Carson SS 75ft E/O Dolores F/E-2	92101
4	Standard	008890	001798	Carson NS 100ft W/O Avalon F/E-1	92101
		008890	001799	Carson NS 100ft W/O Avalon F/W-2	92101
5	Standard	008892	001796	Avalon ES 80ft N/O 184th F/S-1	92101
		008892	001797	Avalon ES 80ft N/O 184th F/N-2	92101
6	Standard	008894	001794	Victoria SS 200ft E/O Central F/W - 1	92101
		008894	001795	Victoria SS 200ft E/O Central F/E - 2	92101
7	Standard	008941	004211	223rd NS 60ft W/O Avalon F/E - 1	90745
		008941	004212	223rd NS 60ft W/O Avalon F/W - 2	90745
8	Standard	008944	004213	Del Amo SS 475ft E/O Avalon F/W - 1	90746
		008944	004214	Del Amo SS 475ft E/O Avalon F/E - 2	90746
		008944	004215	Del Amo SS 475ft E/O Avalon F/W - 3	90746
		008944	004216	Del Amo SS 475ft E/O Avalon F/E - 4	90746
9	Slim-Ad	008649	004217	Avalon ES 50ft N/O 189th F/S - 1	90746
		008649	004218	Avalon ES 50ft N/O 189th F/N - 2	90746
10	Slim-Ad	008950	004219	Avalon WS 60ft S/O 189th F/N - 1	90746
		008950	004220	Avalon WS 60ft S/O 189th F/S - 2	90746
11	Slim-Ad	008952	009850	Avalon ES 50ft N/O Elsmere F/S - 1	90746
		008952	009851	Avalon ES 50ft N/O Elsmere F/N - 2	90746
12	Slim-Ad	008954	009852	Avalon ES 175ft N/O Del Amo F/S - 1	90746
		008954	009853	Avalon ES 175ft N/O Del Amo F/N - 2	90746
13	Slim-Ad	008957	009854	Victoria NS 60ft E/O Main F/E - 1	90746
		008957	009855	Victoria NS 60ft E/O Main F/W - 2	90746
14	Slim-Ad	008970	009856	University SS 100ft E/O Central F/W - 1	90746
		008970	009857	University SS 100ft E/O Central F/E - 2	90746
15	Slim-Ad	008972	009858	Del Amo NS 100ft W/O Central F/E - 1	90746
		008972	009859	Del Amo NS 100ft W/O Central F/W - 2	90746
16	Slim-Ad	008974	004230	Victoria NS 75ft W/O Rainsbury F/E - 1	90746
		008974	004231	Victoria NS 75ft W/O Rainsbury F/W -2	

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

1.1 Insurance Coverages.

CCO shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officials, officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal and advertising injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for CCO against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CCO in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Advertising Liability (Professional Liability). This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The limits shall be no less than \$1,000,000 per claim and \$1,000,000 general aggregate. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of CCO's services or the termination of this Agreement. During this additional 5-year period, CCO shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. CCO shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if CCO maintains broader coverages and/or higher limits than the minimums

shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by CCO.

1.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with CCO's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, CCO shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit B to the City's Risk Manager.

No work or services under this Agreement shall commence until CCO has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

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CCO Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities CCO performs; products and completed operations of CCO; premises owned, occupied or used by CCO; or any automobiles owned, leased, hired or borrowed by CCO. The coverage shall contain

no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. CCO's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or CCO shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. CCO agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which CCO may be held responsible for the payment of damages to any persons or property resulting from CCO's activities or the activities of any person or persons for which CCO is otherwise responsible nor shall it limit CCO's indemnification liabilities as provided in the Agreement.

In the event CCO subcontracts any portion of the work in compliance with the Agreement, the contract between CCO and such subcontractor shall require the subcontractor to maintain the same policies of insurance that CCO is required to maintain pursuant to this Exhibit "B", and such certificates and endorsements shall be provided to City.