

## Communication from Public

**Name:** Barbara Broide

**Date Submitted:** 09/19/2022 03:14 PM

**Council File No:** 20-1536

**Comments for Public Posting:** The Department of Public Works and Council have thus far FAILED to address the items that were specified in the original Blumenfield-Bonin motion adopted in Council of 11/24/20. That motion identified specific concerns as follows and requested a report back to Council: a) Parameters of digital advertising and/or digital displays to ensure compatibility with their surrounding environments, traffic safety, and land use zones such as specific plans and scenic highways; b) A policy governing data collection, ownership, privacy and use from devices placed within public rights-of-way or on City facilities; c) How advertising proposed within public rights-of-way can be governed and coordinated to ensure maximum benefits to the City and its residents and strict compliance enforcement; d) Controls over the content of advertising within public rights-of-way or on public property and the operational means to enforce them; and e) Strategies for capital investment necessary to maximize STAP benefits and the re-investment of program revenue into street and sidewalk improvements that facilitate safety, transit use, and mobility --There has been no resolution as to the failure to preserve sign protections defined within the Mobility Plan/General Element as they relate to identified scenic roadways. --The granting the sole authority to issue approvals to Public Works Board without a specific review process involving DOT and Planning will result in possible placements of program elements under STAP and the new proposed LAMC that could present public safety hazards and could undermine already adopted signage policies and programs and pending regulatory measures. They could undermine parameters of enforcement as defined in past litigation involving the City. While the Dept. of Public Works may have jurisdiction over the physical maintenance of the public right-of-way, its ability to administer a program that may undermine the roles of other City departments is inappropriate. --There has been no apparent effort to look at STAP models that would reduce the number of ad panels and still maximize program revenues AND provide much needed shade and shelter to hotter neighborhoods. The program as presented relies on ad revenues to provide shelters to hotter neighborhoods which will result in a delay to providing shade and shelter. Further, the built-in formula of pledging to cover 75% of transit riders in EACH council district is, in itself, inequitable. If council districts have a wide discrepancy in numbers of transit riders, then those riders in districts where there are the larger numbers of transit riders will be left out in the sun! There is no way to know how the various advertising programs under STAP and the new LAMC can be coordinated without knowing what all the proposed programs may be. There is no opportunity for the public to be heard in Council on any of this as decisions will all be vested with the Board of Public Works. --If STAP and the new LAMC serve to undermine the City's authority to regulate off-site signage, then it will be impossible to enforce off-site advertising even on private property. This risk has never been assessed by the City Attorney's office as no one has requested an opinion. Being a herd of lemmings does not serve the City's best interests. --There has been no public presentation as to any plan related to the distribution of advertising revenues. The current street furniture program designates that half of the revenues be shared equally between each Council District office and is designated for a discretionary fund within each office. There has been no defined plan as to what will happen with the revenues from STAP. There have been no discussion as to any possible borrowing of funds for STAP and the schedule of repayment of the loans. There has been no pledge to designate a specific percentage of funds for reinvestment in transit shelters or shade structures. That leaves this topic unaddressed. Since Public Works has consistently ignored concerns about the dangers of digital signage, here is a summary of related information and studies: Veridian/Wachtel study on digital signage and driver distraction: <http://www.fairwarning.org/wp-content/uploads/2016/03/compendium-final-2-223.pdf> Article about Wachtel study: Evidence Mounts of Distraction Risks from Digital Billboards Along Roadways <https://www.fairwarning.org/2016/03/digital-billboards/> Recent LA Times story on impacts of changing roadside messaging: Texas reminded motorists to drive safely. It didn't work out as planned <https://www.latimes.com/science/story/2022-04-21/reminders-to-drive-safely-led-to-more-car-crashes-in-texas-study-finds> THE COUNCIL SHOULD CONSIDER ADVOCATING A HYBRID STAP PROGRAM THAT INCORPORATES THE BEST FEATURES OF THE NEW PROPOSED PROGRAM AND THE BEST ATTRIBUTES OF THE CURRENT PROGRAM. A hybrid program will deliver shelters where most needed quickly and without delay. See attached.

Among its many shortcomings, is the built in inequity that plagues STAP's implementation plan.

It is important to note (and this is something that apparently no Councilmember realizes), that when the Bureau of Street Services announces that 75% of the transit riders in each Council District will be covered with shade and shelter (by the end of the initial 10 year STAP program contract -- IF funding is found and IF staff are dedicated to the program, and IF Tranzito is able to implement a program that they have never managed before, and IF Tranzito can serve an area the size of LA City, the likes of which they have never done, etc.) that that is in itself a very inequitable criteria by which to distribute transit shelters.

It would not be a surprise to understand that the distribution of transit riders is very different from amongst the various Council Districts. In short, some CD areas have many more constituents who rely on transit. When the STAP program targets 75% of riders in a CD that has many riders, the remaining 25% left without shelter will be a significant number of people. When STAP provides shade for 75% of a CD that has fewer riders, many fewer riders will be left out in the sun to bake. This is a built-in inequity in the program that only amplifies the inequities already revealed understanding that the program will install shiny flashy new digital shelters in areas where the advertising revenues are greatest... the Westside, Hollywood, areas of Downtown.... That inequity serves the purpose of the program in that it will install more shelters where ad revenues are greatest because if revenues aren't generated, additional shelters cannot be placed.

What is particularly striking is that this injustice is being used to promote the equity of the program! 75% of EACH CD's riders will be covered --- never mind that thousands of Angelenos will be cheated out of their shade and shelter through this policy.

It is understood that many CD offices are tired of hearing about STAP. It is understood that the Mayor's office is pressing for its approval. What is incomprehensible is how a program that fails to deliver meaningful shade and shelter can be adopted without a decent effort to fix its most glaring shortcomings. What is incomprehensible is the fact that a program based upon an RFP written without any community input (and that relies on the input from Public Works/Streets LA focus groups with outdoor advertising industry representatives interested in bidding on the contract) can move forward now. What is incomprehensible is the city's failure thus far to reevaluate the program given that its origin predates the impacts of the pandemic and was created well before there was any hint of an economic recessionary cycle on the horizon -- a fact that will impact the delivery of all City services and likely the resources available to implement STAP in good time.

Should transit riders have to wait until the economy improves in order to have some shade and shelter?

Shouldn't the Council be asking serious questions and exploring alternatives to this program?

Once the RFP was issued, the DPW was wedded to their model. Now that we have all had a chance to look at the program, a TIME OUT is needed to address its many weaknesses and biases.

IF THE CITY'S TRUE INTENTION IS TO DELIVER SHADE AND SHELTER TO TRANSIT RIDERS, THEN IT MUST ABANDON THE CURRENT CONTRACT AND DEVELOP A HYBRID APPROACH THAT TAKES THE BEST OF THE CURRENT MODEL AND COMBINES IT WITH THE BEST OF THE PROPOSED MODEL. THE CITY SHOULD NOT MOVE FORWARD WITHOUT A SERIOUS LOOK AT HOW TO HAVE A HYBRID PROGRAM.

The current existing program provides transit shelters at NO out-of-pocket cost to the City to purchase and install the shelters. Transit stops across LA that have no hope of seeing a new STAP shelter for years should be targeted and included for a shelter installed under the current program model. Yes, the City will receive reduced ad revenues, but the goal of this initiative is meant to be to provide shade and shelter for transit riders, is it not? (In fact, if transit shelters and shade structures are installed under this model, it could be reasonable to expect that the vendor and not the City receive nearly all ad revenues for having performed a much-needed public service, but that will be determined in financial modeling and negotiations with a selected vendor.)

The Council already passed a measure that allows for multiple vendors for public right-of-way programs, so the mechanism to do so exists -- even if the new policy was adopted with another program in mind.

There is merit to having multiple vendors with different strengths participating in the street furniture program. It will allow different models of program delivery and will also allow for the City to benefit from both the experience and resources of different partners.

Just as the City, State and Nation cannot go from gasoline powered vehicles immediately to full electrified vehicles and must rely upon hybrids to move us forward, so, too, should the City of Los Angeles adopt a hybrid model to serve our vast City and its transit riders.

The Council should adopt a needed time out to instruct the Public Works Dept., DOT and the Planning Dept. to design a hybrid program that can deliver all the positive qualities that a street furniture program should have and that diminishes or removes all the negatives currently built into the current program. It is time for the Dept. of Public Works and the Mayor's office to stop pushing a plan that fails to meet its goals, fails to provide equity and endangers our most sensitive street users. No amount of ad

revenues can cancel out the significant negatives and their long—lasting negative impacts.

## Communication from Public

**Name:** Citizens for a Better Los Angeles

**Date Submitted:** 09/19/2022 04:20 PM

**Council File No:** 20-1536

**Comments for Public Posting:** We are writing to express our strong opposition to the proposed Ordinance amending the LAMC to revise the definition of outdoor advertising structures and to exempt certain structures from prohibitions regarding placement in the public right-of-way. The Council needs to understand the potential for the violation of the rights of the people of Los Angeles and the very real harm that could result from this Ordinance. Our full letter is attached.



**Citizens for a Better Los Angeles**

September 19, 2022

Members of the Los Angeles City Council  
Los Angeles City Hall  
200 N. Spring St.  
Los Angeles, CA 90012

Re: Consideration of Ordinance Amending LAMC, Definition of Outdoor Advertising Structure, Exemption of Certain Approved Structures from Prohibitions in Public Right-of-Way  
LA City Council Agenda, September 20, 2022, Item 5, CF 20-1536  
**STRONGLY OPPOSED**

Members of the Los Angeles City Council,

We are writing to express our strong opposition to the proposed Ordinance amending the LAMC to revise the definition of outdoor advertising structures and to exempt certain structures from prohibitions regarding placement in the public right-of-way. The Council needs to understand the potential for the violation of the rights of the people of Los Angeles and the very real harm that could result from this Ordinance.

The Ordinance is being approved in conjunction with the Sidewalk & Transit Amenities Program, which would allow digital displays at bus stops in LA. But, as the Council knows, the ordinance would also allow LA Metro to expand its Transportation Communication Network (TCN) by deploying digital billboards. [See Exhibit A.] The Council is probably also aware that the amendment would clear the way for the Los Angeles Tourism & Convention Board's (LATCB) plan to work with IKE Smart City to deploy between 300 and 500 digital kiosks in LA. [See Exhibit B.] Beyond that, the Ordinance would allow the placement of other, as yet unknown, digital advertising structures on city streets.

Digital billboards, kiosks, panels, etc. all fall into the category of Digital Out of Home advertising (DOOH). It's important that the Council understand that the

collection of personal data is an integral part of DOOH, and that this raises very real concerns about violations of the right to privacy, including violations of the Fourth Amendment of the U.S. Constitution, the First Article of the California Constitution, and the California Consumer Privacy Act. DOOH ad structures are collecting data from cell phones 24/7, and not only does the proposed Ordinance fail to acknowledge this, it includes no protections whatsoever to prevent violations of the right to privacy.

To give just one example, we cite the privacy policy provided on-line by IKE Smart City, the company that is working with LATCB to deploy digital kiosks throughout the city. [See Exhibit C, <https://www.ikesmartcity.com/documents/en/privacy-policy.html>]

*The following interactive features of the Kiosk platform are operated or provided by, incorporate the API(s) of, or otherwise require communication or coordination with third parties (a "Third Party Partner"), and in choosing to engage these features, you agree that we can provide the information you give to a Kiosk, including any information that may personally identify you, to that Third Party Partner: (a) 311; (b) Get Around; and (c) Photo Booth. By way of example, the 311 feature enables you to send a message to the city and receive updates on the status of your message. When engaging the 311 feature, it will not only ask you for your email address but will also provide your email address to the city so that you can receive the updates you requested. We will always disclose whether an interactive feature is operated by a Third-Party Partner, and this disclosure will appear prominently on the screen when you select one of these features. With respect to any feature operated by a Third-Party Partner, the Kiosk will only store the information you provide long enough to perform the service you request. After that, the information will no longer be retained by the Kiosk or IKE, but it may continue to be retained by the Third-Party Partner. We will only share this information with the Third-Party Partner, and we will not share, sell or otherwise disclose this information to any other third parties. We do not exercise control over our Third-Party Partners, and you will be subject to their policies and terms and conditions when you engage with any feature operated by a Third-Party Partner. For this reason, we recommend that you review their policies and terms and conditions prior to engaging with any feature operated by a Third-Party Partner. [Emphasis added.]*

While the policy says it will disclose that an interactive feature is operated by a Third-Party Partner, it does not say that it will ask permission to share personal information with that Third-Party Partner. Also, please note that it says that the information may be retained by the Third-Party Partner and that IKE exercises no control over Third-Party Partners. **In other words, IKE kiosks are allowing personal information to be shared with and used by their Third-Party Partners without limit. This raises very real concerns about abuse and the violation of privacy laws.** It is already common practice for companies to sell or share personal information with data brokers. Democracy Now recently reported on data broker Lexis Nexis sharing personal information with US Immigration & Customs Enforcement. [See Exhibit D.]

This is just one example of the serious privacy risks posed by the proposed Ordinance amending the LAMC. It will allow for an unchecked expansion of DOOH, and therefore an unchecked expansion of the collection of personal data. There are very real risks that the Ordinance will allow violations of the privacy rights of LA's citizens. It could also expose the City of LA to serious liability for failing to take steps to protect those rights. We urge you to reject the proposed Ordinance.

Sincerely,  
Casey Maddren  
Citizens for a Better Los Angeles



**PRIVILEGED & CONFIDENTIAL WORKING DRAFT****LACMTA and City of Los Angeles MOA Term Sheet****March 10, 2021**

<b>Parties</b>	<ul style="list-style-type: none"> <li>• Los Angeles County Metropolitan Authority (“LACMTA”); and</li> <li>• City of Los Angeles (the “City”)</li> </ul>
<b>Memorandum of Agreement (“MOA”)</b>	The LACMTA and the City plan to enter into an MOA reflecting the terms set forth herein, as well as other customary terms and conditions.
<b>LACMTA Transportation Communication Network Program (“TCN”)</b>	<p>The LACMTA is in the process of identifying locations on its properties throughout Los Angeles County to implement a network of transportation communications digital displays that will promote efficient roadways, increase public transit ridership, improve public safety and provide revenue generation for LACMTA’s transportation programs. The TCN may consist of the following elements:</p> <p>1. <u>Intelligent Transportation System, Travel Demand and Public Event Management</u>. The TCN will be integrated with the LACMTA’s Regional Intelligent Information Transportation Systems (RIITS) that works in coordination with all of the major transportation agencies and bus lines such as Caltrans, the Los Angeles Department of Transportation (LADOT), California Highway Patrol (CHP), Foothill Transit and the Los Angeles County Department of Public Works to maximize the capacity and efficiency of the regional transportation network. The additional intelligent technology components will assist LACMTA in increasing the quantity and speed of data collection of real time travel/traffic data, processing and transmission to transit agencies. Real time data collection can support improved traffic signaling timing information, traffic signal timing data, Micro Transit data and LACMTA van pool on-demand services. The TCN will improve the bus rider’s experience by helping to facilitate transit signal priority, bus wi-fi, and bus timing information that can be relayed to bus riders. The TCN can also support event congestion data for LAX, Dodger Stadium, Hollywood Bowl and other large venues, including travel demand management services for the 2028 Olympic and Paralympic Games, including providing information on available parking spaces in Park-and-Ride lots.</p> <p>2. <u>Public Transit Promotion and LACMTA Communications</u> The TCN will assist LACMTA’s transportation public messaging and ability to broadcast this information in various creative ways to commuters to ensure public safety, maximize throughput of our congested road network, and promote public awareness of travel alternatives based on geography and time periods.</p>

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	<p>3. <u>Public Safety, Emergency Messaging.</u> The program will be incorporated into the alert information for the freeway messaging system and major arterial network for the region, including Earthquake Early Warning System information as well as Amber Alerts.</p> <p>4. <u>Transportation Technology Innovation Initiatives.</u> The program structures will be designed to include programs, such as 5G technology, as well as live video and security feeds to supplement the limited number of existing cameras on the freeway and street corridors. TCP will be designed to support future innovations such as Autonomous vehicles, Smart energy grids, and high-speed wireless cameras.</p> <p>5. <u>Revenue Generation for Transportation Projects.</u> The digital displays in the TCN will also allow off-site advertising. Revenue generated by this program will be utilized by the LACMTA and City to fund transportation programs.</p>
<b>Static Billboard Takedown</b>	The TCN will result in the removal of up to 320 static billboards from LACMTA property at no cost to LACMTA, of which approximately 200 are in the City of Los Angeles
<b>Potential Locations</b>	LACMTA will comply with all local, state and federal laws relating to locations and other aspects of the signs in accordance with the legislation to be enacted with respect to the LACMTA TCN and the signs that are a part thereof. Signs will not be placed in or within 200-feet of residential zones or will not be oriented facing residential zones within such 200-foot distance.
<b>City Review of Los Angeles Locations</b>	The LACMTA will notify the City of the locations and design of the TCN structures located in the City prior to commencement of environmental compliance review, as described below.
<b>Environmental Compliance Review and Local Legislative Approval</b>	<p>For any location for new transportation communications displays, the LACMTA acting as lead agency shall comply with all applicable requirements of the California Environmental Quality Act (“CEQA”) prior to implementation. Environmental compliance shall be conducted on a programmatic basis with respect to the initial locations that are included in the TCN, as such locations may be reasonably modified or updated from time to time. However, the MOA itself does not have any physical impacts and is not considered a project under CEQA.</p> <p>The enforceability of the LACMTA TCN shall be contingent upon the City enacting legislation that allows off-site advertising to be displayed on the signs. The LACMTA CEQA reports and analysis for the project shall encompass any City legislative changes needed</p>

**PRIVILEGED & CONFIDENTIAL WORKING DRAFT**

	to allow for the furtherance of this program. The City agrees to pay for 50% % of LACMTA's or its agent's cost of CEQA analysis and reports.
<b>Shared Revenue</b>	LACMTA and the City shall each receive 50% of the Net Advertising Revenue from the TCN displays located in the City of Los Angeles (the "Shared Revenue"). "Net Advertising Revenue" shall be defined as all revenue actually received by LACMTA from the placement of advertising media on the TCN displays during the applicable term, less Metro out of pocket expenses with respect to the LACMTA TCN, including, without limitation, operating expenses, CEQA and costs of litigation.
<b>Intent for Use of Funds</b>	<p>It is the intent of both Parties that funds are to be used for new, transit improvement projects and not as a subsidy for existing operations.</p> <p>The revenues from the TCN shall be used for transportation purposes consistent with the following goals of the LACMTA Vision 2028 Plan:</p> <ul style="list-style-type: none"><li>• Provide high-quality mobility options that enable people to spend less time traveling</li><li>• Deliver outstanding trip experiences for all users of the transportation system</li><li>• Enhance communities and lives through mobility and access to opportunity</li><li>• Transform LA County through regional collaboration and national leadership</li></ul> <p>These goals require partnership with the City and complement existing City goals.</p> <p>Eligible uses shall benefit bus riders in City of Los Angeles, with a focus on low-income, persons of color in LACMTA's defined Equity Focus Communities. Bus ridership in Los Angeles is disproportionately poor (median income of under \$18,000), Latinx, Black, or indigenous, and essential service workers.</p> <p>New funding presents an opportunity to reinvest in disadvantaged communities and provide more equitable outcomes in the City where, for example: (i) Metro's NextGen Bus Plan calls for the significant increase of bus service, from 7 million bus service hours to 9.4 million bus service hours; (ii) 61% of bus stops in the City do not have shelters to shade bus riders from the hot sun; and (ii) 57% of bus stops in the City do not have seating for waiting riders.</p>
<b>Eligible Uses</b>	The City agrees to use such revenue for transportation related purposes as defined in Attachment A, Eligible Uses.

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	<p>LACMTA and the City will appoint an oversight committee comprised of representatives from LACMTA and City to mutually agree on a three year TCN expenditure plan for Eligible Uses. This TCN expenditure plan will be updated at least once every two years by mutual agreement. Each year, LACMTA will provide an estimate of the projected City's Shared Revenues, but does not guarantee such Shared Revenues. City administrative and planning costs shall be no more than 0.5% per year of the TCN Expenditure Plan.</p>
<b>Disbursement of Funds and Audit</b>	<p>Funds will be disbursed initially to Metro for audit and verification; Metro will then remit the City's portion within 60 days of verification of accuracy of funds.</p> <p>Metro will conduct a financial and compliance audit, comparable to those related to the Measure R and Measure M "local return" programs, to verify adherence to the Agreement. Audits will be performed in accordance with generally accepted auditing standards and include examining the amounts and disclosures in the City's basic financial statements.</p> <p>It is the City's responsibility to maintain proper accounting records and documentation to facilitate the performance of the audit. The City can be held accountable for excess audit costs arising from poor cooperation and inaccurate accounting records that would cause delays in the completion of the required audits.</p> <p>Non-compliance with the Eligible Uses or any other provision of the Agreement may result in the suspension of funds.</p>
<b>Effective Date</b>	<p>Date on which the Agreement is executed by both Parties.</p>
<b>Term</b>	<p>The Shared Revenue shall continue for the life of the digital display improvements that are environmentally cleared as per the MOA up to a period of 20 years. Following such 20-year period the City and LACMTA shall negotiate in good faith to extend the terms of this MOA.</p>
<b>Good Faith Negotiations</b>	<p>During the MOA negotiating period, each Party shall negotiate in good faith with the other Party to enter into an MOA for the implementation of the TCN in accordance with the terms set forth herein.</p>
<b>Further Assurances</b>	<p>This Term Sheet demonstrates the intention of the Parties in documenting and implementing a MOA that is necessary to permit the TCN. Each Party agrees that it will, at any time and from time to time, upon the written request of the other Party, do such further acts and things, as the requesting Party may reasonably request in order to effectuate the purposes of this MOA.</p>

**PRIVILEGED & CONFIDENTIAL WORKING DRAFT**

<b>Illumination/ Brightness</b>	The LACMTA shall coordinate with the City related to illumination, brightness and other requirements related to the transportation communications displays. The signs shall comply with the applicable sections of the City building code with respect to sign illumination.
<b>Assignment</b>	The MOA shall not be assigned by either Party.
<b>Governing Law</b>	This Term Sheet and the MOA shall be governed and construed in accordance with California law.

## **PRIVILEGED & CONFIDENTIAL WORKING DRAFT**

### **ATTACHMENT A**

#### **ELIGIBLE USES**

Eligible uses for shared revenues must produce benefits that align with the following priorities:

- Speed/service quality: improvement to the competitiveness of bus travel times and quality of service.
- Ease: improvement to the simplicity of paying and validating fare (e.g., on and off-board fare collection) on LACMTA and municipal buses, trip planning/wayfinding, accessibility of bus stops and key destinations, and the ease of the transfer experience.
- Safety and Comfort: improvement to the safety and security of bus riders on board and/or at a stop, including the cleanliness and comfort of the waiting environment.
- First/Last Mile: improving accessibility to and from transit stops and improving safety for pedestrians and cyclists in the general vicinity of transit stops.

Examples of eligible transportation investments include, but are not limited to:

- Corridor Improvements to Improve Bus Speed and Reliability
  - Signal priority
  - Bus only lanes
  - Bus lane colorization on high frequency bus areas
- Bus Stop Improvements (see Metro Transfers Design Guide)
  - Americans with Disabilities Act (ADA) Improvements at or near bus stops (bus landing/ADA pads, crosswalk upgrades, sidewalk replacements) up to and including adjacent intersections
  - Bus rider Information/signage at bus stops (non-commercial – rider alerts, next bus, transit service related, etc.); transit-related wayfinding
  - Shelters and shade protection (including shade trees)
  - Pedestrian Lighting at or near bus stops up to and including adjacent intersections
  - Seating or leaning improvements at bus stops
  - Recycling/trash receptacles
  - Maintenance and cleaning of bus stops and zones
- Bus Speed Improvement Infrastructure
  - Signalization of unsignalized intersections or signage upgrades
  - Intersection Transit Signal Priority hardware and software (new or upgraded, including reprogramming)
  - Stop reconfiguration: bulb-outs, lengthening of zones for multiple buses or larger capacity/multiple door buses (as dictated by demand)
  - Stop relocations (nearside to far side) with associated civil works
  - Bus pads at bus stops (in the street)
  - Queue jumps etc. (signage/stripping, signals)
  - Intersection improvements (widening beyond restriping)

**PRIVILEGED & CONFIDENTIAL WORKING DRAFT**

- All door validators for new and existing buses and/or pre-boarding fare collection equipment (validators)
- Intermodal hubs (see Metro Transfers Design Guide) – improvements to public rights-of-way adjacent to or part of intermodal hubs on Metro or other transit agency property
- Hubs and Layovers (passenger or non-passenger) to accommodate increased service frequencies:
  - Restriping existing hubs and layovers to add capacity
  - Construction of additional bays at existing facilities (including land acquisition)
  - Construction of new hubs or layovers (including land acquisition)
- LACMTA and municipal bus marketing, outreach, communication and community programs





City of Los Angeles  
IKE Network

August 13, 2020

*This document contains confidential trade secrets*





# City of Los Angeles IKE Network

IKE will deploy between 300-500 IKEs in the City of Los Angeles and will share with the City of Los Angeles and the Los Angeles Tourism & Convention Board (“LATCB”) 30% of gross advertising revenues. Gross advertising revenues will be shared between LA and LATCB in accordance with the following allocation schedule across three IKE deployment tranches.

Kiosks Deployed	City of LA Rev Share	LATCB Rev Share
Tranche 1: 1-199	25%	5%
Tranche 2: 200-299	26%	4%
Tranche 3: 300-500	27%	3%

Once each deployment benchmark is achieved, revenue share is adjusted per the above schedule across all IKE units, including IKEs already deployed prior to such benchmark being achieved. The following pro formas demonstrate this shifting value proposition to the City of Los Angeles through each successive deployment phase.

Pro Forma – Tranche 1 Only (199 IKEs)

Year	Lease Term									
	1	2	3	4	5	6	7	8	9	10
<b>Gross Revenues</b>										
IKE Network Tranche 1 (1-199 Units)	\$ 20,384,000.00	\$ 23,994,880.00	\$ 29,039,803.52	\$ 29,910,997.63	\$ 30,808,327.55	\$ 31,732,577.38	\$ 32,684,554.70	\$ 33,665,091.34	\$ 34,675,044.08	\$ 35,715,295.41
Total Gross Revenues	\$ 20,384,000.00	\$ 23,994,880.00	\$ 29,039,803.52	\$ 29,910,997.63	\$ 30,808,327.55	\$ 31,732,577.38	\$ 32,684,554.70	\$ 33,665,091.34	\$ 34,675,044.08	\$ 35,715,295.41
<b>LA Income</b>										
Total Income to City of LA	\$ 5,096,000.00	\$ 5,998,720.00	\$ 7,259,950.88	\$ 7,477,749.41	\$ 7,702,081.89	\$ 7,933,144.35	\$ 8,171,138.68	\$ 8,416,272.84	\$ 8,668,761.02	\$ 8,928,823.85
Total Income to LATCB	1,019,200.00	1,199,744.00	1,451,990.18	1,495,549.88	1,540,416.38	1,586,628.87	1,634,227.74	1,683,254.57	1,733,752.20	1,785,764.77
Total Income to LA / LATCB (30% of Gross)	\$ 6,115,200.00	\$ 7,198,464.00	\$ 8,711,941.06	\$ 8,973,299.29	\$ 9,242,498.27	\$ 9,519,773.21	\$ 9,805,366.41	\$ 10,099,527.40	\$ 10,402,513.23	\$ 10,714,588.62

Year	Lease Term									
	11	12	13	14	15	16	17	18	19	20
<b>Gross Revenues</b>										
IKE Network Tranche 1 (1-199 Units)	\$ 36,786,754.27	\$ 37,890,356.90	\$ 39,027,067.60	\$ 40,197,879.63	\$ 41,403,816.02	\$ 42,645,930.50	\$ 43,925,308.42	\$ 45,243,067.67	\$ 46,600,359.70	\$ 47,998,370.49
Total Gross Revenues	\$ 36,786,754.27	\$ 37,890,356.90	\$ 39,027,067.60	\$ 40,197,879.63	\$ 41,403,816.02	\$ 42,645,930.50	\$ 43,925,308.42	\$ 45,243,067.67	\$ 46,600,359.70	\$ 47,998,370.49
<b>LA Income</b>										
Total Income to City of LA	\$ 9,196,688.57	\$ 9,472,589.22	\$ 9,756,766.90	\$ 10,049,469.91	\$ 10,350,954.01	\$ 10,661,482.63	\$ 10,981,327.10	\$ 11,310,766.92	\$ 11,650,089.92	\$ 11,999,592.62
Total Income to LATCB	1,839,337.71	1,894,517.84	1,951,353.38	2,009,893.98	2,070,190.80	2,132,296.53	2,196,265.42	2,262,153.38	2,330,017.98	2,399,918.52
Total Income to LA / LATCB (30% of Gross)	\$ 11,036,026.28	\$ 11,367,107.07	\$ 11,708,120.28	\$ 12,059,363.89	\$ 12,421,144.81	\$ 12,793,779.15	\$ 13,177,592.52	\$ 13,572,920.30	\$ 13,980,107.91	\$ 14,399,511.15

Assuming only Tranche 1 is deployed in full, projected revenue for LATCB and LA will be as follows:

- The projected average annual income to LATCB will be \$1,810,823.71 over twenty years.
- The projected total income to LATCB will be \$36,216,474.14 over twenty years.
  
- The projected average annual income to the City of LA will be \$9,054,118.54 over twenty years.
- The projected total income to the City of LA will be \$181,082,370.70 over twenty years.

Pro Forma – Tranches 1 + 2 Only (299 IKEs)\*\*

Year	Lease Term									
	1	2	3	4	5	6	7	8	9	10
<b>Gross Revenues</b>										
IKE Network Tranche 1 (1-199 Units)	\$ 20,384,000.00	\$ 23,994,880.00	\$ 29,039,803.52	\$ 29,910,997.63	\$ 30,808,327.55	\$ 31,732,577.38	\$ 32,684,554.70	\$ 33,665,091.34	\$ 34,675,044.08	\$ 35,715,295.41
IKE Network Tranche 2 (200-299 Units)	10,192,000.00	11,997,440.00	14,519,901.76	14,955,498.81	15,404,163.78	15,866,288.69	16,342,277.35	16,832,545.67	17,337,522.04	17,857,647.70
Total Gross Revenues	\$ 30,576,000.00	\$ 35,992,320.00	\$ 43,559,705.28	\$ 44,866,496.44	\$ 46,212,491.33	\$ 47,598,866.07	\$ 49,026,832.05	\$ 50,497,637.02	\$ 52,012,566.13	\$ 53,572,943.11
<b>LA Income</b>										
Total Income to City of LA	\$ 7,745,920.00	\$ 9,118,054.40	\$ 11,325,523.37	\$ 11,665,289.07	\$ 12,015,247.75	\$ 12,375,705.18	\$ 12,746,976.33	\$ 13,129,385.62	\$ 13,523,267.19	\$ 13,928,965.21
Total Income to LATCB	1,426,880.00	1,679,641.60	1,742,388.21	1,794,659.86	1,848,499.65	1,903,954.64	1,961,073.28	2,019,905.48	2,080,502.65	2,142,917.72
Total Income to LA / LATCB (30% of Gross)	\$ 9,172,800.00	\$ 10,797,696.00	\$ 13,067,911.58	\$ 13,459,948.93	\$ 13,863,747.40	\$ 14,279,659.82	\$ 14,708,049.62	\$ 15,149,291.10	\$ 15,603,769.84	\$ 16,071,882.93

Year	Lease Term									
	11	12	13	14	15	16	17	18	19	20
<b>Gross Revenues</b>										
IKE Network Tranche 1 (1-199 Units)	\$ 36,786,754.27	\$ 37,890,356.90	\$ 39,027,067.60	\$ 40,197,879.63	\$ 41,403,816.02	\$ 42,645,930.50	\$ 43,925,308.42	\$ 45,243,067.67	\$ 46,600,359.70	\$ 47,998,370.49
IKE Network Tranche 2 (200-299 Units)	18,393,377.13	18,945,178.45	19,513,533.80	20,098,939.82	20,701,908.01	21,322,965.25	21,962,654.21	22,621,533.83	23,300,179.85	23,999,185.24
Total Gross Revenues	\$ 55,180,131.40	\$ 56,835,535.34	\$ 58,540,601.41	\$ 60,296,819.45	\$ 62,105,724.03	\$ 63,968,895.75	\$ 65,887,962.62	\$ 67,864,601.50	\$ 69,900,539.55	\$ 71,997,555.73
<b>LA Income</b>										
Total Income to City of LA	\$ 14,346,834.16	\$ 14,777,239.19	\$ 15,220,556.37	\$ 15,677,173.06	\$ 16,147,488.25	\$ 16,631,912.90	\$ 17,130,870.28	\$ 17,644,796.39	\$ 18,174,140.28	\$ 18,719,364.49
Total Income to LATCB	2,207,205.26	2,273,421.41	2,341,624.06	2,411,872.78	2,484,228.96	2,558,755.83	2,635,518.50	2,714,584.06	2,796,021.58	2,879,902.23
Total Income to LA / LATCB (30% of Gross)	\$ 16,554,039.42	\$ 17,050,660.60	\$ 17,562,180.42	\$ 18,089,045.83	\$ 18,631,717.21	\$ 19,190,668.73	\$ 19,766,388.79	\$ 20,359,380.45	\$ 20,970,161.86	\$ 21,599,266.72

\*\* Assumes that 100 kiosks would be deployed each year until a total of 299 were deployed.

Assuming only Tranches 1 and 2 are deployed in full, projected revenue for LATCB and LA will be as follows:

- The projected average annual income to LATCB will be \$2,195,177.89 over twenty years.
- The projected total income to LATCB will be \$43,903,557.77 over twenty years.
- The projected average annual income to the City of LA will be \$14,102,235.47 over twenty years.
- The projected total income to the City of LA will be \$282,044,709.50 over twenty years.

Pro Forma – Full Deployment (500 IKEs)\*\*

Year	Lease Term									
	1	2	3	4	5	6	7	8	9	10
<b>Gross Revenues</b>										
IKE Network Tranche 1 (1-199 Units)	\$ 20,384,000.00	\$ 23,994,880.00	\$ 29,039,803.52	\$ 29,910,997.63	\$ 30,808,327.55	\$ 31,732,577.38	\$ 32,684,554.70	\$ 33,665,091.34	\$ 34,675,044.08	\$ 35,715,295.41
IKE Network Tranche 2 (200-299 Units)	10,192,000.00	11,997,440.00	14,519,901.76	14,955,498.81	15,404,163.78	15,866,288.69	16,342,277.35	16,832,545.67	17,337,522.04	17,857,647.70
IKE Network Tranche 3 (300-500 Units)	20,384,000.00	23,994,880.00	29,039,803.52	29,910,997.63	30,808,327.55	31,732,577.38	32,684,554.70	33,665,091.34	34,675,044.08	35,715,295.41
Total Gross Revenues	\$ 50,960,000.00	\$ 59,987,200.00	\$ 72,599,508.80	\$ 74,777,494.06	\$ 77,020,818.89	\$ 79,331,443.45	\$ 81,711,386.76	\$ 84,162,728.36	\$ 86,687,610.21	\$ 89,288,238.52
<b>LA Income</b>										
Total Income to City of LA	\$ 13,249,600.00	\$ 15,596,672.00	\$ 19,166,270.32	\$ 20,189,923.40	\$ 20,795,621.10	\$ 21,419,489.73	\$ 22,062,074.42	\$ 22,723,936.66	\$ 23,405,654.76	\$ 24,107,824.40
Total Income to LATCB	2,038,400.00	2,399,488.00	2,613,582.32	2,243,324.82	2,310,624.57	2,379,943.30	2,451,341.60	2,524,881.85	2,600,628.31	2,678,647.16
Total Income to LA / LATCB (30% of Gross)	\$ 15,288,000.00	\$ 17,996,160.00	\$ 21,779,852.64	\$ 22,433,248.22	\$ 23,106,245.67	\$ 23,799,433.04	\$ 24,513,416.03	\$ 25,248,818.51	\$ 26,006,283.06	\$ 26,786,471.55

Year	Lease Term									
	11	12	13	14	15	16	17	18	19	20
<b>Gross Revenues</b>										
IKE Network Tranche 1 (1-199 Units)	\$ 36,786,754.27	\$ 37,890,356.90	\$ 39,027,067.60	\$ 40,197,879.63	\$ 41,403,816.02	\$ 42,645,930.50	\$ 43,925,308.42	\$ 45,243,067.67	\$ 46,600,359.70	\$ 47,998,370.49
IKE Network Tranche 2 (200-299 Units)	18,393,377.13	18,945,178.45	19,513,533.80	20,098,939.82	20,701,908.01	21,322,965.25	21,962,654.21	22,621,533.83	23,300,179.85	23,999,185.24
IKE Network Tranche 3 (300-500 Units)	36,786,754.27	37,890,356.90	39,027,067.60	40,197,879.63	41,403,816.02	42,645,930.50	43,925,308.42	45,243,067.67	46,600,359.70	47,998,370.49
Total Gross Revenues	\$ 91,966,885.67	\$ 94,725,892.24	\$ 97,567,669.01	\$ 100,494,699.08	\$ 103,509,540.05	\$ 106,614,826.25	\$ 109,813,271.04	\$ 113,107,669.17	\$ 116,500,899.25	\$ 119,995,926.22
<b>LA Income</b>										
Total Income to City of LA	\$ 24,831,059.13	\$ 25,575,990.91	\$ 26,343,270.63	\$ 27,133,568.75	\$ 27,947,575.81	\$ 28,786,003.09	\$ 29,649,583.18	\$ 30,539,070.68	\$ 31,455,242.80	\$ 32,398,900.08
Total Income to LATCB	2,759,006.57	2,841,776.77	2,927,030.07	3,014,840.97	3,105,286.20	3,198,444.79	3,294,398.13	3,393,230.08	3,495,026.98	3,599,877.79
Total Income to LA / LATCB (30% of Gross)	\$ 27,590,065.70	\$ 28,417,767.67	\$ 29,270,300.70	\$ 30,148,409.72	\$ 31,052,862.02	\$ 31,984,447.88	\$ 32,943,981.31	\$ 33,932,300.75	\$ 34,950,269.77	\$ 35,998,777.87

\*\* Assumes that 100 kiosks would be deployed each year until a total of 500 were deployed.

Assuming all Tranches are deployed in full, projected revenue for LATCB and LA will be as follows:

- The projected average annual income to LATCB will be \$2,793,489.01 over twenty years.
- The projected total income to LATCB will be \$55,869,780.26 over twenty years.
- The projected average annual income to the City of LA will be \$24,368,866.59 over twenty years.
- The projected total income to the City of LA will be \$487,377,331.85 over twenty years.

## Pro Forma – Comparison of Annual Averages and Totals For LATCB and LA

Tranche 1 Only: 199 Total IKEs. Assuming only Tranche 1 is deployed in full, projected revenue for LATCB and LA will be as follows:

- The projected average annual income to LATCB will be \$1,810,823.71 over twenty years.
- The projected total income to LATCB will be \$36,216,474.14 over twenty years.
- The projected average annual income to the City of LA will be \$9,054,118.54 over twenty years.
- The projected total income to the City of LA will be \$181,082,370.70 over twenty years.

Tranche 1 + Tranche 2 Only: 299 Total IKEs. Assuming only Tranches 1 and 2 were deployed in full, projected revenue for LATCB and LA will be as follows:

- The projected average annual income to LATCB will be \$2,195,177.89 over twenty years.
- The projected total income to LATCB will be \$43,903,557.77 over twenty years.
- The projected average annual income to the City of LA will be \$14,102,235.47 over twenty years.
- The projected total income to the City of LA will be \$282,044,709.50 over twenty years.

Full Deployment: 500 Total IKEs. Assuming all Tranches were deployed, projected revenue for LATCB and LA will be as follows:

- The projected average annual income to LATCB will be \$2,793,489.01 over twenty years.
- The projected total income to LATCB will be \$55,869,780.26 over twenty years.
- The projected average annual income to the City of LA will be \$24,368,866.59 over twenty years.
- The projected total income to the City of LA will be \$487,377,331.85 over twenty years.

# Thank you

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# ATTACHMENT C

(/)



(/)

## Privacy Policy

### INTRODUCTION

IKE SMART CITY, LLC (“We”, “Us”, “Our”) respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit an IKE Kiosk (“Kiosk”) and our practices for collecting, using, maintaining, protecting, and disclosing that information.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Kiosks. By accessing or using a Kiosk, you agree to this privacy policy. This policy may change from time to time. Your continued use of a Kiosk after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

### USER INFORMATION COLLECTED BY A KIOSK

#### General

Many of the features, services and information available on a Kiosk can be accessed by you anonymously and without requiring that you provide any information about yourself. The Kiosk will collect information on each user’s interactions with the Kiosk, such as which features, services and information are most often used and how they are used, so we can improve the Kiosk platform and your experience with the Kiosks. We may share this information without restriction with the city where the Kiosk is located and its agencies, Visit Berkeley and our technology partners.







#### Interactive Features

The following features offered by a Kiosk are interactive: (a) 311; (b) Get Around; (c) Photo Booth; and (d) Survey Says. To access these interactive features, the Kiosk will prompt you to scan a QR code with your mobile device. The QR code will anonymously link your mobile device to the applications. If your mobile device is not capable of accessing the applications by scanning the QR code, you may access these



features by providing the information requested by the Kiosk, some of which may personally identify you. The Kiosk will only ask you for information that is necessary to perform the service you request based on the interactive feature you select. Additionally, the Kiosk will only store this information long enough to perform that service, and during that time, we will not share, sell or otherwise disclose this information to any third parties, subject to any features operated by a Third-Party Partner, as described in the following paragraph. After that, the information will no longer be retained by the Kiosk or IKE.

The following interactive features of the Kiosk platform are operated or provided by, incorporate the API(s) of, or otherwise require communication or coordination with third parties (a "Third Party Partner"), and in choosing to engage these features, you agree that we can provide the information you give to a Kiosk, including any information that may personally identify you, to that Third Party Partner: (a) 311; (b) Get Around; and (c) Photo Booth. By way of example, the 311 feature enables you to send a message to the city and receive updates on the status of your message. When engaging the 311 feature, it will not only ask you for your email address but will also provide your email address to the city so that you can receive the updates you requested. We will always disclose whether an interactive feature is operated by a Third-Party Partner, and this disclosure will appear prominently on the screen when you select one of these features. With respect to any feature operated by a Third-Party Partner, the Kiosk will only store the information you provide long enough to perform the service you request. After that, the information will no longer be retained by the Kiosk or IKE, but it may continue to be retained by the Third-Party Partner. We will only share this information with the Third-Party Partner, and we will not share, sell or otherwise disclose this information to any other third parties. We do not exercise control over our Third-Party Partners, and you will be subject to their policies and terms and conditions when you engage with any feature operated by a Third-Party Partner. For this reason, we recommend that you review their policies and terms and conditions prior to engaging with any feature operated by a Third-Party Partner.

 [English \(/documents/en/privacy-policy\)](/documents/en/privacy-policy)   
  [Español \(/documents/es/privacy-policy\)](/documents/es/privacy-policy)  
 [中文 \(/documents/zh/privacy-policy\)](/documents/zh/privacy-policy)   
 [عرب \(/documents/ar/privacy-policy\)](/documents/ar/privacy-policy)   
  [Somali \(/documents/so/privacy-policy\)](/documents/so/privacy-policy)  
[Portugues \(/documents/pt/privacy-policy\)](/documents/pt/privacy-policy)   
[Française \(/documents/fr/privacy-policy\)](/documents/fr/privacy-policy)  
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[한국어 \(/documents/ko/privacy-policy\)](/documents/ko/privacy-policy)   
[Bosnian \(/documents/bs/privacy-policy\)](/documents/bs/privacy-policy)  
**WIFI Service**  
[German \(/documents/de/privacy-policy\)](/documents/de/privacy-policy)

Each Kiosk may be equipped to provide Wi-Fi service to personal devices able to receive a wireless Wi-Fi signal that are located within close proximity to the Kiosk. We engage with Third Party Partners to enable us to provide the Wi-Fi service to you. If your personal device has Wi-Fi turned on, your personal device may share certain technical information with the internet service provider across the Wi-Fi signal. The technical information is available to us only for twelve (12) months, after which it is deleted and no longer available to us. We do not store your browser history or track the websites you visit.

## Environmental Sensors

Each Kiosk may have environmental sensors that are able to collect data about the environment near a Kiosk, such as air quality. The environmental sensors do not collect any data from or about you. We will share this data without restriction to the city, our local partners and our technology partners or any other party as we reasonably deem necessary.



## Camera

Each Kiosk may be equipped with one or more cameras. The cameras capture images of the area surrounding the Kiosk, and those images may include you. We will not keep any footage captured by any camera for longer than 15 days, unless the footage is necessary to investigate an incident. Furthermore, we will not use or disclose data collected by our cameras except to improve the functionality and ensure the security of the Kiosks, as necessary to address illegal activity on, associated with or perpetrated against the Kiosks or in the surrounding area, or if we believe the disclosure is required by law or in the interest of public safety. We will not use facial recognition technology.

## DISCLOSURE OF INFORMATION

In addition to the disclosures we have identified elsewhere in this policy, we may also disclose any and all information collected by us or that you provide to us via a Kiosk as described in this policy to our parents, subsidiaries and affiliates, and/or any entity who acquires, by any means, some or all of the assets or ownership interests of IKE Smart City, LLC.

## DATA SECURITY

We have implemented measures designed to secure any information you provide to us via a Kiosk from accidental loss and from unauthorized access, use, alteration and disclosure. Although we do our best to protect your information, we cannot guarantee the security of the information you provide to us via a Kiosk.

## CHILDREN

The Kiosks are not intended to be used by children under the age of 13 nor do we knowingly or intentionally collect personal information from children under the age of 13. If you are under the age of 13, you are not permitted to submit any personally identifiable information to us. We adhere to the Children's Online Privacy Protection Act in our operation of the Kiosks.

## PRIVACY POLICY CHANGES

We may update this Privacy Policy from time to time to reflect changes in applicable law. Because any personal information you provide to us is not stored or maintained in databases owned or created by us, we will be unable to notify you as and when this Privacy Policy is updated. Therefore, we encourage you to visit this Privacy Policy page periodically to view any updates.

**Last Updated: January 16, 2020**

## STATE SPECIFIC REGULATIONS

**California:** For more information regarding the rights entitled to California residents under the California Consumer Privacy Act, [click here](#).

## CONTACT INFORMATION

To ask question or provide comments about this policy and our privacy practices, contact us at:

250 N Hartford Ave  
Columbus, Ohio 43222

614.294.4898

privacy@ikesmartcity.com (mailto:privacy@ikesmartcity.com)

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# Rights Under the California Consumer Privacy Act

## GENERAL

The California Consumer Privacy Act (“CCPA”) provides California residents with specific rights regarding their personal information. This section describes the information collected from you, describes your CCPA rights as they pertain to your use and access to a Kiosk, and explains how to exercise those rights.

The CCPA defines “Personal Information” as information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular user or device. By using a Kiosk, you agree to give certain Personal Information to IKE. IKE has not sold any Personal Information to third parties in the past 12 months. IKE will not sell any of your Personal Information.

## CATEGORIES OF PERSONAL INFORMATION COLLECTED BY IKE

IKE has disclosed, but not sold, the following categories of Personal Information from its users to its Third-Party Partners within the last twelve (12) months:

- **Identifiers** such as an internet protocol address, a media access control address, device name, phone numbers, email addresses, or other similar identifiers. These are collected by the Wi-Fi service provider and directly from the user. These are collected for the business purpose of providing Wi-Fi service and other related services.
- **Usage data** being the non-anonymized information on the user’s interaction with and use of the Kiosk. This is collected directly from the user when the user engages the Kiosk. This is collected for the business purpose of testing or improving the Kiosk features.

- **Geolocation data** being the user's general physical location. This is collected directly from the user. This is collected for the business purpose of testing or improving the Kiosk features.
- **Biometric information** limited to user's face captured on the Kiosk's camera. This is collected directly from the user when the camera is activated by the user. This is collected for the business purposes of performing services.

## CATEGORIES OF PERSONAL INFORMATION DISCLOSED TO THIRD PARTIES

IKE has disclosed, but not sold, the following categories of Personal Information from its users to its Third-Party Partners within the last twelve (12) months:

- **Identifiers** such as an internet protocol address, a media access control address, device name, phone numbers, email addresses, or other similar identifiers. These are collected by the Wi-Fi service provider and directly from the user. These are collected for the business purpose of providing Wi-Fi service and other related services.
- **Usage data** being the non-anonymized information on the user's interaction with and use of the Kiosk. This is collected directly from the user when the user engages the Kiosk. This is collected for the business purpose of testing or improving the Kiosk features.
- **Geolocation data** being the user's general physical location. This is collected directly from the user. This is collected for the business purpose of testing or improving the Kiosk features.
- **Biometric information** limited to user's face captured on the Kiosk's camera. This is collected directly from the user when the camera is activated by the user. This is collected for the business purposes of performing services.

## RIGHT TO KNOW ABOUT YOUR PERSONAL INFORMATION COLLECTED OR DISCLOSED

You have the right to make a verifiable user request that IKE disclose certain information to you about our collection and use of your Personal Information over the past twelve (12) months. Once we receive and confirm your verifiable user request (see *Exercising Access and Deletion Rights*), we will disclose to you:

- The categories of Personal Information we collected about you.
- The categories of sources for the Personal Information we collected about you.
- Our business or commercial purpose for collecting or selling that Personal Information.
- The categories of third parties with whom we share that Personal Information.
- The specific pieces of Personal Information we collected about you.

## RIGHT TO REQUEST DELETION OF PERSONAL INFORMATION

You have the right to make a verifiable consumer request that IKE delete your Personal Information that we have collected or maintained over the past twelve (12) months.

## EXERCISING ACCESS AND DELETION RIGHTS

To exercise the access and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 614.294.4898; OR
- Submitting a request by emailing us at [privacy@ikesmartcity.com](mailto:privacy@ikesmartcity.com) (mailto:privacy@ikesmartcity.com)

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access twice within a twelve (12) month period. All verifiable consumer requests must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative; AND
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request. We may retain some categories of your Personal Information for shorter periods of time than other categories. Therefore, we may not be able to provide the Personal Information you request if we no longer retain it. Please see the section of this Privacy Policy titled "User Information Collected by a Kiosk" for details on how long information is retained by us.

## **RIGHT TO NON-DISCRIMINATION**

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; OR
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Please note that the mere nature of certain features and services from the Kiosk require personal information in order to be used. By refusing to provide certain Personal Information, you may not be able to utilize all features offered by the Kiosk.

(/)

**ATTACHMENT D**

# "No Tech for ICE": Data Broker LexisNexis Sued for Helping ICE Target Immigrant Communities

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A coalition of immigrant rights organizations have sued the data broker LexisNexis for collecting detailed personal information on millions of people and then selling it to governmental entities, including Immigration and Customs Enforcement. The lawsuit alleges LexisNexis has helped create "a massive surveillance state with files on

almost every adult U.S. consumer," and accuses ICE of using information collected by LexisNexis to circumvent local policies in sanctuary cities. We speak with Cinthya Rodriguez, organizer with the immigrant justice group Mijente, who explains how "one of the biggest data brokers in the world" is "getting rich off of the backs of community members," particularly among immigrant communities of color and activists.

**Transcript**

*This is a rush transcript. Copy may not be in its final form.*

**AMY GOODMAN:** This is *Democracy Now!* I'm Amy Goodman.

A coalition of immigrant justice groups have sued the data broker LexisNexis for collecting detailed personal information on millions of people, then selling it to governmental entities, including ICE — that's Immigration and Customs Enforcement. The lawsuit alleges LexisNexis has created a massive surveillance state with files on almost every adult U.S. consumer, and describes how law enforcement officers can surveil and track people based on information these officers would not, in many cases, otherwise be able to obtain without a subpoena, court order or other legal process. The groups also accuse ICE of using information collected by LexisNexis to circumvent local policies in sanctuary cities. The plaintiffs in the lawsuit include Organized Communities Against Deportations, Just Futures Law and Mijente.

And for more, we are joined by Cinthya Rodriguez, the national organizer with Mijente. She's joining us from Chicago.

Can you lay out this lawsuit and the significance of filing it where you are, in the state of Illinois, Cinthya?

**CINTHYA RODRIGUEZ:** Thank you so much, Amy. And thank you so much for having us.

So, Mijente joins this lawsuit filed by Just Futures Law, by Legal Action Chicago, alongside our friends at OCAD and the Illinois Coalition for Immigrant and Refugee Rights, because, as you shared, LexisNexis is collecting and selling the data of more than 276 million people across the country, particularly using their Accurint product. And here in Illinois, we want to bring light to how this violates privacy and consumer rights, how it's at odds with Illinois consumer protection and common law, because what we're really talking about is one of the biggest data brokers in the world, LexisNexis, and how they're getting rich off of the backs of community members by aggregating and selling our personal information, that can then lead to detention and deportations.

And I want to share that here in Cook County, Illinois, we are talking about various organizing and legal efforts that are happening to put a data broker like LexisNexis on notice. This lawsuit also follows an important hearing last month. Last month, the Cook County commissioners, spearheaded by Commissioner Alma Anaya, held the first hearing of its kind that we know of in the country that was investigating the local repercussions of this LexisNexis contract that we're talking about, of this \$22.1 million contract. So, investigating the local impacts of this contract, of ICE contracts with other data brokers, is really important. And so, during this hearing last month, the county had an opportunity to hear public testimony, witnesses — expert witnesses — that spoke about digital loopholes for sanctuary cities —

**AMY GOODMAN:** I wanted to go —

**CINTHYA RODRIGUEZ:** — and from the agency.

**AMY GOODMAN:** — Cinthya, to the Cook County meeting you were talking about, the recent hearing on the repercussions of ICE contracting third-party data brokers like LexisNexis, the Cook County Board of Commissioners hearing from immigrant justice advocates and community members, like Michelle Garcia, a member of the Illinois Coalition of Immigrant and Refugee Rights and Access Living. She said she used LexisNexis to search her own records and found dozens of pages of personal information on herself, family members, even other people who lived in her same apartment complex. This is what she said.

**MICHELLE GARCIA:** LexisNexis collected 43 pages of information about me, my family and my acquaintances. It was extremely disturbing, scary and overwhelming to see everything in writing that they have collected about my life as a Cook County resident. ... This information being in the hands of a third party like LexisNexis, and then potentially in the hands



of ICE, puts my loved ones and other community members at risk. I have the privilege of citizenship. But if I were one of millions of undocumented people living in the U.S., ICE could find me within a matter of hours by searching through a report like mine. ICE is still free, has free rein to go after anyone they believe is deportable.

**AMY GOODMAN:** So, that's Michelle Garcia, member of the Illinois Coalition. How does LexisNexis get this information? And, of course, it goes way beyond the immigrant community in the United States, when you're talking about 250 million people. What are LexisNexis products? What are people using that tracks them?

**CINTHYA RODRIGUEZ:** That's right. I think one way that you can think about LexisNexis is a one-stop shop. They're a one-stop shop for data points like addresses, phone numbers, license plate information, your social media information, but also things like medical history, credit scores. Michelle also spoke during the press conference about having information on her neighbors, right? The list can go on and on. And so, we want to be clear that here we're talking about mass surveillance. Tabs are being kept, as you're sharing, on immigrant communities, communities of color, on protesters. And at the end of the day, this is affecting us all, because this is happening without consent. It's happening without people knowing, without a warrant or a subpoena or a court order.

And I also want to share that this is all really informed by research, right? We saw a Freedom of Information Act request earlier this year that revealed how, nationally, ICE agents ran over 1.2 million searches in the LexisNexis database over a seven-month period. And it's really important to understand that these searches are happening through ERO, Enforcement and Removal Operations, which is the division of ICE that focuses on arrests. And as we've shared, I live here in Cook County, in the Chicagoland area, where

the local Chicago field office ran — just themselves, ran over 13,000 of these searches.

**AMY GOODMAN:** "No Tech for ICE" immigrant justice advocates first exposed the multimillion-dollar contract between LexisNexis and ICE in Colorado through a FOIA that revealed the corporation was giving ICE access to real-time jail booking data from sheriff's offices in the state of Colorado. Explain the significance of this and why it puts so many people in danger.

**CINTHYA RODRIGUEZ:** Definitely. So, before Cook County held this hearing, Colorado was the first place where we're seeing that it was named publicly by community, that ICE is circumventing local sanctuary protections by contracting with data brokers such as LexisNexis. So, folks from the Colorado Immigrant Rights Coalition and other organizations in Colorado, and Mijente joined these groups, to expose an ICE contract from July 2021 that confirmed what we had been seeing and hearing, right? And so, this was breaking news, because in this contract language, it is explicitly stated that ICE is contracting with data brokers like LexisNexis to go around sanctuary protections. And this is happening through LexisNexis's aggregation of public and commercial data and also, as you mentioned, real-time jail data.

For many years — right? — people have fought really hard and organized for sanctuary and welcoming protections, these policies that prohibit, or seek to prohibit, information sharing and cooperation between law enforcement and ICE. But now we have this \$22.1 million contract with LexisNexis that is providing back-door access to people's information and going against the spirit of sanctuary protections. So, Colorado was the first place to speak up about this —

**AMY GOODMAN:** We have five seconds.

**CINTHYA RODRIGUEZ:** — followed by Cook County. And we know that local organizing is going to continue to close these digital loopholes that make it easier for ICE to detain and deport our people.

**AMY GOODMAN:** And we will continue to follow this, Cinthya Rodriguez, national organizer with Mijente, working on the group's No Tech for ICE campaign.

That does it for our show. *Democracy Now!* currently accepting applications for a [people and culture manager](#). Learn more and apply at [democracynow.org](https://democracynow.org). I'm Amy Goodman. Thanks so much for joining us.

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## Communication from Public

**Name:** Marian Dodge

**Date Submitted:** 09/19/2022 05:11 PM

**Council File No:** 20-1536

**Comments for Public Posting:** The STAP program before you today is the boondoggle of all boondoggles. It is being sold to you as a means of providing shade at bus shelters. What it really is is a means to bring flashing digital advertising into neighborhoods throughout the city. This is contrary to public safety as digital signs are known to increase traffic accidents. It is contrary to aesthetics and jeopardizes the city's ban on billboards. Billboards lower the property values of nearby homes. To add insult to injury, these bus shelters will have technology that tracks passersby via their cell phones without their knowledge or permission, in violation of recently passed privacy laws in California. So why are councilmember's so eager to approve STAP? Because they have been promised a cut of the ad revenue for their discretionary fund. Our beautiful city does not have to be buried behind digital ads. You have the power to stop it now. Just say NO!

## Communication from Public

**Name:** Citizens for a Better Los Angeles

**Date Submitted:** 09/19/2022 06:17 PM

**Council File No:** 20-1536

**Comments for Public Posting:** Honorable Council Members: Citizens for a Better Los Angeles (CBLA) is a nonprofit public benefit corporation organized to serve all the people in all cities and unincorporated areas of Los Angeles County. CBLA's mission is to defend the rights of all people; work to ensure that all people's basic needs are met; work to protect the environment, and raise awareness of the many threats to the environment; and to ensure that public officials and others in positions of power are held accountable for their actions. CBLA is extremely alarmed at the City staff's proposal and the Board of Public Works' recommendation to digitize and monetize our shared public spaces, specifically, our public sidewalks and other public rights-of-way. The City Council should reject these efforts unless and until the constitutional and statutory privacy implications are addressed, the City thoroughly vets the liability that is potentially subjecting itself to, and the City prepares an adequate environmental review of both the Ordinance (agenda number 5), and the STAP (agenda number 4). To be clear, CBLA does not oppose the STAP in concept. CBLA supports the development of more street furniture and covered bus stops to support bus ridership and to get people out of their cars. CBLA requests the City Council approve the street furniture portions of the STAP, but decline to approve the digital advertising and electronic data collection components of the now proposed STAP. As for the Ordinance amendments, it likely would open a Pandora's box of privacy-rights violations, which are described in detail below. Further, the Ordinance requires its own Environmental Impact Report under CEQA, as it would facilitate many and a wide variety of inter and intra-City programs and projects that contemplate littering our streets and public spaces with digital billboards and other advertising. This correspondence incorporates the Mitigated Negative Declaration (MND) and Initial Study (IS), as well as other public comments in the administrative record, in particular comments submitted by Casey Maddren of Citizens for a Better Los Angeles, Greenberg Traurig on behalf of Outfront Decaux (the existing contractor for the City's Coordinated Street Furniture Program), and attorney John B. Murdock on behalf of Westwood South of Santa Monica Boulevard Homeowners Association. As explained in detail below, the contract with Vector LLC contains unconscionable provisions and would be therefore void as against public policy. For this reason, approval of the Vector LLC contract would give rise to a cause of action under Civil Code section 526a. As explained more fully below, it would be legal error for the City to approve the STAP as is without preparation of an Environmental Impact Report (EIR). This letter will identify how elements of this project, and the Ordinance, meet the City and State's thresholds of significance for environmental effects and mandate preparation of an EIR. Further, the Data Collection Provisions of the STAP likely violate numerous privacy laws, which constitutes a basis independent of CEQA to revisit the proposed project and contract with VECTOR, LLC. To adopt the MND, the City must find that there is no substantial evidence in the record before it that the project will have a significant effect on the environment. (14 Cal. Code Regs §15074(b).) A strong presumption in favor of requiring preparation of an EIR is reflected in the "fair argument standard" that requires preparation of an EIR when substantial evidence in the record supports a fair argument that a project may have a significant effect on the environment. The California Environmental Quality Act creates a "low threshold" for preparation of an EIR under the fair argument standard. (Consol. Irrigation Dist. v. City of Selma (2012) 204 Cal. App. 4th 187, 207) The City's decision on whether the STAP and Ordinance may have significant effects on the environment, and therefore require preparation of an Environmental Impact Report, is based on the fair argument standard, which requires preparation of an EIR where, based on substantial evidence in light of the whole record, there is a fair argument that a project may have a significant effect. (Pub. Res. Code §21082.2.) The Initial Study was purportedly prepared "in accordance with CEQA, the State CEQA Guidelines, and the L.A. CEQA Thresholds Guide, 2006." (IS p. 1.) But despite the MND's findings to the contrary, the environmental impacts are presumed significant under various criteria set out in those thresholds and guidelines. FULL LETTER ATTACHED- Attachments at <https://www.dropbox.com/sh/ojv63j5dhhr7pha/AAAB8lZFA3XLPdr8u0KXnidTa?dl=0>





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September 19, 2022

**VIA E-MAIL AND ELECTRONIC SUBMISSION**

Los Angeles City Council  
200 North Spring Street,  
City Hall - Room 395  
Los Angeles, CA 90012  
Clerk.CPS@lacity.org

**Re: Tuesday, September 20, 2022 Council Agenda Items 4 and 5  
Council File Nos. 20-1536; 20-1536-S2**

**CITIZENS FOR A BETTER LOS ANGELES'**

**(1) REQUEST TO AMEND THE STAP TO REMOVE DIGITAL  
ADVERTISING DEVICES AND DATA COLLECTION DEVICES,  
AND TO PROTECT ALL MATURE STREET TREE CANOPY;**

**(2) REQUEST TO DENY THE CONTRACT WITH VECTOR, LLC;  
and**

**(2) OPPOSITION TO AMENDMENT TO MUNICIPAL CODE WHICH  
WOULD ALLOW FOR UBIQUITOUS DIGITAL ADVERTISING AND  
DATA COLLECTION ON OUR PUBLIC RIGHTS-OF-WAY**

Honorable Council Members:

Citizens for a Better Los Angeles (CBLA) is a nonprofit public benefit corporation organized to serve all the people in all cities and unincorporated areas of Los Angeles County. CBLA's mission is to defend the rights of all people; work to ensure that all people's basic needs are met; work to protect the environment, and raise awareness of the many threats to the environment; and to ensure that public officials and others in positions of power are held accountable for their actions. CBLA is extremely alarmed at the City staff's proposal and the Board of Public Works' recommendation to digitize and monetize our shared public spaces, specifically, our public sidewalks

and other public rights-of-way. The City Council should reject these efforts unless and until the constitutional and statutory privacy implications are addressed, the City thoroughly vets the liability that is potentially subjecting itself to, and the City prepares an adequate environmental review of both the Ordinance (agenda number 5), and the STAP (agenda number 4).

**To be clear, CBLA does not oppose the STAP in concept. CBLA supports the development of more street furniture and covered bus stops to support bus ridership and to get people out of their cars. CBLA requests the City Council approve the street furniture portions of the STAP, but decline to approve the digital advertising and electronic data collection components of the now proposed STAP.**

As for the Ordinance amendments, it likely would open a pandora's box of privacy-rights violations, which are described in detail below. Further, the Ordinance requires its own Environmental Impact Report under CEQA, as it would facilitate many and a wide variety of inter and intra-City programs and projects that contemplate littering our streets and public spaces with digital billboards and other advertising.

This correspondence incorporates the Mitigated Negative Declaration (MND) and Initial Study (IS), as well as other public comments in the administrative record, in particular comments submitted by Casey Maddren of Citizens for a Better Los Angeles, Greenberg Traurig on behalf of Outfront Decaux (the existing contractor for the City's Coordinated Street Furniture Program), and attorney John B. Murdock on behalf of Westwood South of Santa Monica Boulevard Homeowners Association.

As explained in detail below, the contract with Vector LLC contains unconscionable provisions and would be therefore void as against public policy. For this reason, approval of the Vector LLC contract would give rise to a cause of action under Civil Code section 526a.

As explained more fully below, it would be legal error for the City to approve the STAP **as is** without preparation of an Environmental Impact Report (EIR). This letter will identify how elements of this project, and the Ordinance, meet the City and State's thresholds of significance for environmental effects and mandate preparation of an EIR. Further, the Data Collection Provisions of the STAP likely violate numerous privacy laws, which constitutes a basis independent of CEQA to revisit the proposed project and contract with VECTOR, LLC.

To adopt the MND, the City must find that there is no substantial evidence in the record before it that the project will have a significant effect on the environment. (14 Cal. Code Regs §15074(b).) A strong presumption in favor of requiring preparation of an EIR is reflected in the "fair argument standard" that requires preparation of an EIR when substantial evidence in the record supports a fair argument that a project may have a significant effect on the environment. The



California Environmental Quality Act creates a “low threshold” for preparation of an EIR under the fair argument standard. (*Consol. Irrigation Dist. v. City of Selma* (2012) 204 Cal. App. 4th 187, 207)

The City’s decision on whether the STAP and Ordinance may have significant effects on the environment, and therefore require preparation of an Environmental Impact Report, is based on the fair argument standard, which requires preparation of an EIR where, based on substantial evidence in light of the whole record, there is a fair argument that a project *may* have a significant effect. (Pub. Res. Code § 21082.2.)

The Initial Study was purportedly prepared “in accordance with CEQA, the State CEQA Guidelines, and the L.A. CEQA Thresholds Guide, 2006.” (IS p. 1.) But despite the MND’s findings to the contrary, the environmental impacts are presumed significant under various criteria set out in those thresholds and guidelines.

The proposed changes to the Los Angeles Municipal Code sections 67.01 and 67.02 will narrow the prohibition against placement of advertising structures in the public right-of-way. (MND, p. 30.) The MND makes numerous vague references to projects that “may be approved” under these new code sections. (E.g. MND 40-41.)

## **I. THE DATA COLLECTION PROVISIONS OF THE STAP LIKELY VIOLATE NUMEROUS PRIVACY LAWS**

The California Constitution states, unambiguously, that “privacy” is one of the “inalienable rights” guaranteed to all people in this state. Included within that legally protected privacy right is the right to “conduct personal activities without observation, intrusion, or interference.” (*Hernandez v. Hillside, Inc.* (2009) 47 Cal.4th 272, 287; *Hill v. National Collegiate Athletic Assn.* (1994) 7 Cal.4th 1, 35.) The United States Supreme Court has similarly recognized that “an individual maintains a legitimate expectation of privacy in the record of his physical movements” (*Carpenter v. U.S.* (2018) 138 S.Ct. 2206, 2217.) The federal courts have also recognized that the collection of location data from a cell phone or other device can violate an individual’s privacy rights, since it allows the user to be tracked to “private residences, doctor’s offices, political headquarters, and other potentially revealing locales.” (*Carpenter v. U.S.* (2018) 138 S.Ct. 2206, 2218; *In re Google Location History Litigation* (N.D. Cal. 2021) 514 F.Supp.3d 1147, 1154-1158.) Courts have found that this is particularly true when such data is collected surreptitiously without the users’ notification or consent. (*In re Facebook, Inc. Internet Tracking Litigation* (9th Cir. 2020) 956 F.3d 589, 603; *In re Google Inc. Cookie Placement Consumer Privacy Litig.*, 806 F.3d 125, 129, 151 (3d Cir. 2015).) Despite these well-established legal principles, the City appears anxious to charge blithely into the minefield of privacy law by doing precisely what case after case after case has warned against – collecting an individual’s location data without their consent, and then retaining that data for its own unlimited use, and providing that data to an apparently unlimited array of third parties for unrestricted commercial purposes.

An integral part of STAP is the installation of wireless devices in street furniture to gather data from persons in public spaces. The collection of electronic data from the public, by a public agency, would require extremely careful planning in order not to violate the constitutional protection of privacy rights, and the protection provided by a host of other laws regarding the collection and retention of such electronic data, including the California Information Practices Act (“CIPA”) and the California Consumer Privacy Act (“CCPA”), including amendments thereto passed by voters in 2020 approving Proposition 24. Obviously, careful planning would be particularly necessary when the agency plans to collect such data surreptitiously, without the public’s knowledge or consent. However, the careful thought and planning required for such an endeavor is entirely missing from the City’s proposed contract with Vector LLC, and its RFP. Both the RFP and the contract are extremely vague regarding what data will be collected and how, how the data will be protected, and who will be permitted to use or view the data. Knowing, precisely, the answers to these questions would be fundamental to proceeding with this data collection program, yet the City appears to have put little thought into it. In fact, as described, the program would undoubtedly violate both the California Constitution and the CCPA.

**A. The Contract Appears To Violate The CCPA on Its Face.**

Neither the RFP nor the contract are specific about exactly what data will be collected by the STAP, or how. It is not specified explicitly in the contract, nor in the RFP. As an initial matter, that omission evidences either a failure to properly plan for how the City will comply with the privacy guarantees of the California and U.S., Constitutions, and with the host of laws regarding the collection of personal data, such as the CCPA and the CIPA, or an intent to deliberately conceal from the public the type of data that will be collected by the STAP.

Despite that omission, it appears that the STAP will collect a substantial amount of sensitive personal information from the electronic devices of people who happen to pass by STAP sensors. Among the stated purposes of the data collection elements of the STAP are 1) the ability to “monetize the data collected from the Elements”, and 2) to “allow advertising that utilizes location-based technologies that can activate or display mobile content to the public”. Therefore, it seems that, at a minimum, the data collected will include geolocation data and possibly also search history, purchase, and other tracking data associated with the devices that are being targeted. This is the type of information that would be necessary to “monetize” the data for advertising purposes.

That is clearly problematic. It appears that all the information that the City intends to collect would be considered “personal information” under the CCPA, which specifically defines the term to include:

(D) Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

(F) Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement.

(G) Geolocation data.

The CCPA provides that such data "shall" not be collected unless notice is provided "at or before the point of collection". Thus, although the contract explicitly states that no data will be collected that would violate the CCPA, it appears that the program would violate the CCPA immediately, since no provision is being made, at all, for providing notice to the public before collection of the data. Further, since the City is a government entity, it should be particularly concerned about the Constitutional limitations regarding the data it intends to collect. The privacy provisions of the California and US Constitutions both explicitly protect the public's right to "conduct personal activities without *observation*, intrusion, or interference" and an individual's "expectation of privacy in the record of his physical movements". It is difficult to see how the City's collection of precisely this type of data would not violate these Constitutional protections. Given the above, the City clearly needs to reconsider its proposal much more thoughtfully, describe precisely the type of data it intends to collect, and whether and how notice will be provided, before proceeding with the STAP and entering into any contract with a data collection vendor such as Vector LLC.

Further, since the City will not be installing the devices, and has not issued any clear guidance to the vendor regarding the information to be collected in its contract or other documents, it may be that the City at this point does not actually know what data will be collected by the vendor. Obviously, rushing ahead into a contract that may expose the City to liability for constitutional and statutory privacy violations without carefully considering in detail the data collection provisions of the STAP would be unwise. These important issues should be addressed now, rather than down the road after extensive delays and litigation.

The reason it is vitally important to consider, now, the precise type of data that will be collected is because of the risk of "re-identification". Although the contract states that the data that is collected will be "non-personally identifiable information", some types of data are effectively impossible to truly "anonymize" and can easily be used to identify a particular person's travels, purchases, residence, workplace, friends and acquaintances, political association, and daily habits. For example, geolocation data tracks the movement of a particular electronic device, day after day, hour after hour, as it travels through city. While the device itself may not be specifically identified with a particular person, it is not remotely difficult to "re-identify" the owner of a particular device. If the device travels to a residence and stays there overnight, travels to a workplace and then stays there throughout the day, or travels to particular shops at particular times where the purchases are recorded for advertising purposes, it is fairly easy to deduce who the device belongs to from knowing any small piece of additional public information. Once the device user is identified, the data can be used to track a person's movements throughout the City, and know their purchases, shopping habits, residence address and workplace, and even the addresses of their friends and

relatives. This is in fact the entire point of collecting this data for advertisers. As the CEO of Clear Channel recently told the financial times:

“We can follow your movement to a store,” he said. “We can follow what you purchase. And yes, we can look at your viewing habits that evening if you pass an ad for a Netflix show.”

The more a company knows about you - your tastes, your habits, and your interests - the more effectively it can target you with advertising. However, this same information is precisely what makes it so easy to re-identify a device user from the data collected. Once a person’s device can be identified, the advertising data becomes tracking data.

Recent studies of supposedly anonymized data have shown just how easy it is to use the data to re-identify individuals, with one study finding “that 99.98% of Americans would be correctly re-identified” from such databases. In fact, that study warned that such re-identification was becoming alarmingly common:

[N]umerous supposedly anonymous datasets have recently been released and re-identified. In 2016, journalists reidentified politicians in an anonymized browsing history dataset of 3 million German citizens, uncovering their medical information and their sexual preferences. A few months before, the Australian Department of Health publicly released de-identified medical records for 10% of the population only for researchers to re-identify them 6 weeks later. Before that, studies had shown that de-identified hospital discharge data could be re-identified using basic demographic attributes and that diagnostic codes, year of birth, gender, and ethnicity could uniquely identify patients in genomic studies data. Finally, researchers were able to uniquely identify individuals in anonymized taxi trajectories in NYC, bike sharing trips in London, subway data in Riga, and mobile phone and credit card datasets.

For that reason, this type of data can be, and in fact has been, used for troubling purposes. Companies may use such information as part of the hiring process to determine whether the habits and associations of potential employees are a proper “fit” for their company. They may also use it to follow the travels and purchases of competitor’s sales teams and executive officers in order to look for commercial advantages. The information is also extremely valuable to law enforcement. For example, law enforcement agencies from states where abortion is banned would likely be very interested in obtaining proof of the travels of women who ventured out of state for such procedures. Political campaigns would also find the information invaluable, both for tracking the movement and purchases of political adversaries, and for influencing the voting patterns of the public. For criminal organizations, knowing the habits of individuals – when a person is likely to be at home or at work, where their children go to school, what kind of purchases they recently made – would, obviously, be extremely valuable information.<sup>1</sup> For paparazzi, knowing the travels and

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<sup>1</sup> The California Public Records Act should also be considered when determining whether it is wise for the City to collect and retain such data.

purchases of various celebrities would obviously be valuable information that could be disseminated to the public. It would also be of obvious value to stalkers. Finally, the value of such data to foreign adversaries is nearly incalculable, and it would be foolish to believe that there are not active and sophisticated efforts underway to obtain such data from entities, such as the City, who blithely foray into the business of data collection without considering the potential ramifications of it.

Additionally, it should be noted that the CCPA provides that geolocation data and other data is considered “personal information” that is subject to the notice and opt-out provisions of the Act if it “is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular consumer or household.” The failure of the City to analyze, or really even specify, the data it intends to collect, and whether the data could “be reasonably linked” to a particular consumer or household shows a lack of research and analysis that puts the City at risk of liability and adverse publicity, puts its citizens at severe risk of having their privacy violated, and could potentially be catastrophic if the data is lost, stolen, or put to nefarious use. For these reasons, the City should reject the proposed contract and proposed ordinance change until this issue is appropriately analyzed.

Finally, the City does not appear to have considered or studied whether invading the public’s privacy by harvesting data about their movements through the city, their purchases, and other information about them may in fact disincline people from using facilities equipped with such sensors, decreasing rather than encouraging the use of public transit and other municipal services. In other cities that have made use of such data harvesting programs, adverse publicity has resulted from the public’s sudden discovery that its government and its advertising partners were spying on their travels. The environmental impact of the results of such a program were not considered at all in the MND.

#### **B. It Appears That Data Collected By The STAP Will Be Used For Purposes That Violate Personal Privacy Protections**

What the City intends to do with the sensitive private data it is collecting apparently has not been the subject of much thought or planning. Both the RFP and the proposed Vector LLC contract are entirely inconsistent about how the data will be used. For example, where the RFP describes the Data Collection element of the STAP, the Department of Public Works stated unequivocally that:

“None of the data collected under the program will be sold to, provided to, or used by any party other than the City of Los Angeles and, will be used for the sole purpose of improving the delivery of City services.” (RFP, pg. 15)

However, Section 13 of the “Scope of Services” for the contract provides the exact opposite:

“All data shall be rendered to the City at the City's discretion. None of the data collected through the STAP shall be made available to any person or entity without the prior written authorization by the City.”

“The Contractor may propose opportunities to monetize the data collected from the Elements, technologies and programs developed for STAP. Such activity shall not be allowed unless specifically authorized by the City and with the City sharing in revenues from that monetization.”

Clearly, the City cannot simultaneously restrict use of the data “for the sole purpose of improving the delivery of City services” while simultaneously “monetizing data collected from the Elements” or providing it to any other person or entity “at the City’s discretion”. The contract appears to have taken an entirely different approach to the use of the data collected, and the City should be clear, before committing to this contract, about exactly what it is committing to.

There is also no discussion in the contract, at all, of what the City intends to do with the data for its own purposes. In fact, the contract explicitly states that the data may be shared with any person or entity that simply receives the City’s “prior written authorization,” but provides no indication whatsoever of what purposes the City may share such data for, or with whom.<sup>2</sup> The potential purposes are essentially unrestricted and include anything that might “monetize” the data, or really any purpose “at the City’s discretion”. Again, the failure to provide notice that such information might be shared and failing to provide the public with an opportunity to “opt out” would likely violate the CCPA.<sup>3</sup> Additionally, a public entity sharing surreptitiously collected electronic information for its own unlimited benefit – whether for law enforcement purposes, promotional purposes, or commercial benefit – takes on a serious risk of running afoul of the privacy protections afforded by the Constitution.

Finally, who will be responsible for storing the data is also ambiguous in both the RFP and the proposed contract. The contract and the RFP provide completely contradictory direction on this point. For example, Exhibit A to the proposed contract at section 13 states that “None of the data collected shall be stored or held by the Contractor during the Contract Term.” However, in the RFP, it is clear that the City expects the Contractor to store the information for it: “The Contractor will hold secure and confidential, during and after the expiration of the Contract Term, all data requested by the City as well as any other non-personally identifiable data that may have been collected over the Contract Term.” If the City intends to store and safeguard this data itself, it has provided no indication how that will be accomplished or even what City department will be in charge of that. If it intends for the Contractor to store the data, it is proposing a contract that would explicitly forbid that. Since the data to be collected appears to include the geolocation data, browsing history, or commercial data of persons who pass by the sensors, it can potentially be

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<sup>2</sup> Here, again, the City should carefully consider the implications of this data collection with respect to the California Public Records Act. See *Sierra Club v. Superior Court* (2013) 57 Cal. 4<sup>th</sup> 157.

<sup>3</sup> This arguably renders the contract void as against public policy.

aggregated to identify specific individuals, and would be invaluable to criminal organizations and even foreign governments.

Clearly, again, the City has not provided much forethought into how it will manage the data collected by the STAP, but careful planning is, obviously, vital in order avoid liability for data breaches that might occur. Data breach litigation has been growing exponentially in the United States. In a review of 550 companies that experienced a data breach, one report calculated that the average cost of such a breach in the U.S. was just under \$10 million. The costs of a data breach can of course be much, much higher. Earlier this year, T Mobile agreed to a settlement of over \$350 million for damages related to a data breach. Equifax agreed to a data breach settlement this year that could cost potentially \$2 billion. In fact, in recent years, numerous companies have agreed to fines and settlements for data breach incidents totaling over \$1 billion, such as; Home Depot (\$200 Million); Capital One (\$190 Million); Uber (\$148 Million); Morgan Stanley (\$120 Million); and Yahoo! (\$85 Million).

Cities and counties are not immune from suit for such breaches, and a growing number of municipal entities across the nation have been subject to actions for mishandling electronic information. If the City intends to collect, store, use, and potentially sell electronic data collected from the phones and other devices of its citizens, it needs to plan carefully to avoid liability for breaches of that data. The lack of detail in the contract and RFP, and the contractual inconsistencies regarding what data will be collected, what will be done with that data, who will own and have access to the data, and who will store the data demonstrates that the City has not conducted the necessary planning to avoid liability for failing to manage and protect this data properly.

### **C. The Policy And Statutory Protections Cited By The City As Restricting Its Use Of The Data It Collects And Protecting The Public Demonstrate A Disturbing Lack Of Research And Planning**

It also bears noting that the Contract and the RFP provide assurances in Section 13 of the Contract that any use of the data collected by the STAP “must comply with the California Consumer Privacy Act (CCPA), the City's Digital Code of Ethics, and the City's Privacy Policy”. This betrays a lack of even basic research into the legal implications of collecting, storing, and selling or otherwise disseminating the public’s electronic data. First, the City has never adopted a “Digital Code of Ethics”. It is therefore apparent that whoever included this commitment in the contract never reviewed the “Digital Code of Ethics” to see what it required, since even a cursory search would have revealed that such a document does not exist. Second, the City’s “Privacy Policy” applies by its own terms only to data collected by the City from its websites. It would not apply to data collected surreptitiously from a cell phone without a person’s knowledge, nor would it be possible to provide a person with notice of the collection required by the policy. Finally, while it is laudable that the City states that it will comply with the CCPA, the CCPA by its own terms only applies to businesses, not government agencies, municipalities, or non-profits. Notably, the commitment makes no mention of the privacy rights guaranteed by the Constitution. Given the

above, it appears that little actual research into the legal implications of agreeing to this contract was ever performed.

Worse, the proposed ordinance revision expands the exemption for such electronic advertising structures so that it will permit the Board of Public Works to approve structures not just for transit shelters, but for any area in a “public right-of-way,” allowing such devices to be placed in essentially every public space. Given the serious potential for adverse publicity and litigation related to the clandestine collection of electronic information, the City should reject the proposed contract and ordinance change until a more thorough review of its legal consequences has been undertaken.

## II. **MORE COMPREHENSIVE ENVIRONMENTAL REVIEW NEEDS TO BE CONDUCTED IF THE STAP OR ORDINANCE AMENDMENTS ARE NOT REVISED**

Significant changes to Los Angeles Municipal Code sections 67.01 and 67.02 are being proposed that will narrow the prohibition against placement of advertising structures in the public right-of-way. (MND, p. 30.) These changes not only facilitate the implementation of the STAP, but will “potentially authorize the consideration of other projects in the future” that “are estimated to involve the installation of future advertising displays at approximately 500 sidewalk locations between 2023 and 2025 or as many as 167 sites per year.” (IS, p. 1.) The Initial Study lists out five Potentially Foreseeable Projects that “may occur in the future” as a result of the amendment to LAMC section 67.01 and 67.02. (MND 40-41.) Despite only cursory descriptions of those projects, the City claims that its MND is a “first tier” environmental document forming a basis for these future projects. An MND is wildly inappropriate for that purpose. An EIR must be prepared, at the very least, for the Ordinance amendments. This is especially true since cumulative impacts of the projects that will be allowed under the new ordinance have not been sufficiently analyzed, and the foreseeable future projects list is woefully inadequate. As just one example, LA Metro’s Transportation Communication Network which contemplates digital billboards but currently is prohibited by the existing ordinance, is not included as a foreseeable future project that would be enabled by the ordinance amendments. Thus, an EIR is required in order to consider the cumulative effects of past, present and foreseeable future digital advertising and data collection projects affecting the City’s public rights-of-way.<sup>4</sup>This is applicable to the STAP also.

As to the STAP: a Program EIR is prepared on a series of actions characterized as one large project, as is STAP, when those actions are related as part of a continuing program and in connection with “issuance of rules, regulations, plans, or other general criteria to govern the conduct of a continuing program.” (14 C.C.R. 15168.) Advantages of a program EIR include that it can (i) ensure consideration of cumulative impacts that might be slighted in a case-by-case analysis; and (ii)

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<sup>4</sup> This is also applicable to the STAP environmental review: a mandatory finding of significance under the State CEQA Threshold Guidelines requires a finding of significant impact for projects that “have impacts that are individually limited, but cumulatively considerable.” (See Appendix G to State CEQA Guidelines, p. 10.)



allow the lead agency to consider broad policy alternatives and program wide mitigation measures at an early time when the agency has greater flexibility to deal with basic problems or cumulative impacts. (*Ibid.*) Later activities are then examined, as they arise, in light of the program EIR. (*Ibid.*)

The MND brushes past commenters' concerns about future projects that may be approved under the code changes by saying that they will be "subject to future CEQA review" and that therefore the IS/MND is "properly a first-tier document in regard to these future projects that will require additional CEQA review." (RTC- 314.) While a *Program EIR* is often characterized as a "*first-tier*" EIR, as it simplifies the preparation of "second-tier" environmental documents for subsequent activities under the program, it is not appropriate to characterize an MND as a "*first tier*" document; there is nothing to build upon when a project is found to have no significant impacts. Adoption of the MND with the rationale that it is a "first tier" environmental review would simply create an impermissible presumption that these subsequent projects, the true scope and impact of which are at this point completely unknown, will have no significant impacts, either.

It's also important to acknowledge that the proposed ordinance, which would revise the LAMC to allow more advertising structures and more kinds of advertising structures, does not apply to STAP alone. It is also intended to allow for the placement of digital ad displays as part of LA Metro's Transportation Communication Network, as well as the deployment of between 300 and 500 IKE kiosks, as outlined in a proposal to the Los Angeles Tourism & Convention Board. Even if separate environmental review were to be conducted for these projects, the City needs to consider the cumulative impacts from this onslaught of additional advertising structures.

Therefore, the Council must decline to adopt the MND and require independent Environmental Review of the Code amendments and an EIR for the STAP as currently proposed.

#### **A. Evidence In The Record Supports A Fair Argument That STAP Will Have A Significant Impact On Aesthetics**

The State's CEQA Guidelines asks whether a project will "create a new source of substantial light or glare which would adversely affect day or nighttime views in the area." (See Appendix G to State CEQA Guidelines.) The City's CEQA Thresholds Guide asks the same question. (L.A. CEQA Thresholds Guide, p. 13.) The Initial Study, in reliance on an Aesthetics and Visual Impacts Analysis prepared for the project, found that any aesthetic effects of the project would be "less than significant." (MND-47.)

The City's CEQA Guidelines acknowledges that "[a]dverse visual effects can include...the introduction of contrasting urban features into natural areas or urban settings." (L.A. CEQA Thresholds Guide, p. A.1-1.) Screening Criteria for Aesthetic impacts of a project includes whether the project will "introduce new features that would detract from the existing valued aesthetic quality of a neighborhood, community, or localized area by conflicting with important aesthetic elements or the quality of the area or by being inconsistent with applicable design guidelines." (*Id.* at p. A.1-2.)

As an example of the MND's insufficient analysis regarding Aesthetics, the MND concedes that "it is anticipated that viewers would have a moderate to moderately high sensitivity to any changes in the environment along the project corridor." But it further claims that "because some of the proposed shelters are replacing existing shelters and the use of advertising would occur in areas where advertising already exists on the transit shelter or in the vicinity of the shelter, the visual impact associated with the proposed replacement shelters, shade structures, and future advertising displays is anticipated to be less than significant." (MND- 63.) This finding completely fails to consider the change in the character of the advertising to digital displays, which over 100 public commenters noted will be incredibly disruptive. (RTC 4-5.) As pointed out by John Murdock, "personal observations concerning nontechnical matters may constitute substantial evidence under CEQA..." (*Mejia v. City of Los Angeles* (2005) 130 Cal.App. 4<sup>th</sup> 322, 339.) That principle should be particularly applicable here, where the proposed project is purportedly designed to improve the lives of the City's residents. Despite that, the City is failing consider its residents' pleas that this will substantially impact their quality of life. Photographic and illustrative evidence presented with this letter supports a fair argument that the STAP as currently proposed will have a potentially significant impact on aesthetics.

As pointed out by these scores of commenters on the STAP, this vast expansion of electronic advertising into the public space will immeasurably change the landscape, and therefore this Project will decidedly introduce "contrasting urban features" into the City of Los Angeles, as well as create a new source of substantial light and glare, within the meaning of the thresholds of significance. This effect on human beings also clearly implicates the mandatory threshold of significance under the State Guidelines for projects that "have environmental effects which will cause substantially adverse effects on human beings, either directly or indirectly." (See Appendix G to State CEQA Guidelines, p. 10.)

The aesthetic impacts of the STAP are substantial and meet the thresholds of significance for full environmental review; the proposed MND is insufficient and the City must decline its adoption.

## **B. Evidence In The Record Supports A Fair Argument That STAP Will Have A Significant Impact On Transportation Due To Traffic Hazards**

The State's CEQA Guidelines asks whether a project will "substantially increase hazards due to a geometric design feature or incompatible uses?" (See Appendix G to State CEQA Guidelines.) As pointed out by numerous comment letters, the MND's reliance on an outdated Federal Highway Administration study is flawed and fails to consider the implications of digital and lighted advertising on our public right-of-way.

In contrast, commenters reference a 2018 "Compendium of Recent Research Studies on Distraction from Commercial Electronic Variable Message Signs" [Veridian Group, Updated

October 2020 (<https://www.scenic.org/wp-content/uploads/2021/10/Billboard-Safety-Study-Compendium-10-16-2020.pdf>) that, after reviewing over 40 research papers published or presented in the previous 30 years, noted a theme indicating that “the more that commercial digital signs succeed in attracting the attention of motorists that render them a worthwhile investment for owners and advertisers, the more they represent a threat to safety along our busiest streets and highways, where these signs tend to be located.” (See MND RTC 15-52, at 17-18.)

The STAP’s potential significant impacts on transportation and traffic, as well as human safety, are significant and meet the thresholds for significance for full environmental review; therefore, the MND is insufficient for this project and the City must decline its adoption.

### **C. Evidence In The Record Supports A Fair Argument That STAP Will Have A Significant Impact On Energy Usage**

The State’s CEQA Guidelines asks whether a project will “result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation.” (See Appendix G to State CEQA Guidelines.) It further asks whether a project will “conflict with or obstruct a state or local plan for renewable energy or energy efficiency?” (*Ibid.*)

Commenters, including Mr. Maddren, pointed out that the MND only analyzes the energy consumption for construction and maintenance of shelters and infrastructure built on the street, but it fails to consider the additional network infrastructure that will allow the program operator, the city, and transit agencies to manage the program, including cloud storage for data collected as part of the program. (See MND RTC 175-176.)

The revised contract makes clear that the collection of data is an integral part of STAP, yet the MND makes no effort to assess energy consumed in the transmission or storage of this data. While neither the RFP nor the MND make any effort to assess the quantity of data to be captured per person, it seems safe to assume that in a city of 4 million, which according to the 2020 Tourism Master Plan attracted over 50 million annual visitors in 2018, the data collected in the Program’s 20-year lifetime will be substantial.

And there are still other elements that the MND fails to consider. In the Scope of Services document, under 11.1, Sale of Advertising Space, we find the following text:

*At a minimum, the Contractor shall use its best efforts to successfully engage in the following sales activities:*

*B. Provide advertisers with digital, static, experiential, interactive, and other emerging advertising platforms;*

(Revised Contract p. 85.)

The MND does not appear to make any attempt to describe what “experiential, interactive, and other emerging advertising platforms” may be, or to even give a rough estimate of how much energy these emerging platforms could use. The assessment of STAP’s energy consumption only provides an estimate for a possible 800 digital displays, while it appears that the City anticipates the contractor will incorporate new technologies as they arise. Furthermore, under the same section we also find that the contractor is expected to:

*C. Implement programmatic and demand side platform sales channels;*

(Revised Contract p. 85.)

The technology required to implement programmatic buying so advertisers can bid for inventory is potentially more energy intensive than the STAP shelters themselves, yet the MND fails to even mention this aspect of the program.

The STAP’s potential impacts on energy usage are significant and meet the thresholds for significance for full environmental review; therefore, the MND is insufficient for this project and the City must decline its adoption.

**D. Substantial Evidence In The Record Supports A Fair Argument That STAP Will Have A Significant Impact On Biological Resources, In Particular, Street Trees.**

In response to a commenter’s concern about the impact of the STAP on Street Trees, the MND claims:

As noted in the IS/MND Section 2.5.5, no trees are proposed to be removed with implementation of the STAP; however, there may be situations where tree root pruning is required to achieve ADA compliance, which may destabilize an existing street tree that may then require removal. All removals would comply with existing tree permit requirements, including holding a public meeting on removal of three or more street trees and instituting a replacement ratio on a 2:1 basis with 24-inch box size tree stock to be watered for a minimum of 3 years. As provided in IS/MND Section 3.4.3 (a), any impacts on trees would be less than significant due to these requirements, as well as regulatory compliance measures from compliance with the Migratory Bird Treaty Act.  
(RTC 315)

It is nonsensical to say, on the one hand that “no trees are proposed to be removed,” but also admit that there may be situations where tree removal will be required. Further, this response concedes that such removals would constitute a significant impact, but for a requirement that removals comply with existing tree permit requirements. This requirement is a mitigation measure, yet it is not identified as such in the MND, which only lists construction noise as a significant impact requiring mitigation.

Initial Study section 3.4.3 acknowledges the City’s CEQA Threshold for projects that “conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance,” noting that “a significant impact would occur if the project caused an impact that was inconsistent with local regulations pertaining to biological resources.” (MND-100.)

The Initial Study makes no effort to determine what kinds of trees may be impacted as a result of the installation of its program elements. And its reliance on City requirements for removals of three or more street trees completely ignores the likelihood of destruction of significant numbers of old growth trees, even if only removed one at a time, that are critical to the City’s infrastructure, providing shade and protection against the increasingly severe threat of climate change.

The City has, in other contexts, acknowledged that “Urban forests are increasingly important to urbanized areas and the people who live and work in these built landscapes. Trees offer many benefits, some of which are directly identifiable and quantifiable, and others that are experienced. Tree benefits are increasingly being regarded as services. Trees provide these service every day, similarly to other city infrastructure, like water mains, electrical transmission lines, streets, and sewers. Trees are City infrastructure that appreciate in value and services provided as they mature.” (See *First Step: Developing an Urban Forest Management Plan for the City of Los Angeles*, prepared by Dudek for the City of Los Angeles.)

By failing to even identify potentially impacted tree species, the initial study fails to analyze short-term and long-term impacts of project on sensitive and non-sensitive species both from a foraging and habitat standpoint for wildlife. In fact, it does not even identify the species of trees that it concedes will likely be affected by installations under the program. This oversight robs the public and the City of the opportunity to consider the extent and type of habitat loss that could result.

The failure to include a more detailed discussion of street tree removals under the STAP also undermines the critical need to analyze cumulative impacts of street tree removals under STAP with street removals under other projects, like the City’s Sidewalk Repair Program, which itself is set to remove thousands of trees and is subject to pending litigation. (Los Angeles Superior Court Case No. 21STCP02401<sup>5</sup>). This, again, implicates a mandatory finding of significance under the State CEQA Threshold Guidelines, which requires a finding of significant impact for projects that “have impacts that are individually limited, but cumulatively considerable?”<sup>6</sup> (See Appendix G to State CEQA Guidelines, p. 10.)

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<sup>5</sup> This comment letter incorporates by reference, as evidence in support of the arguments in this letter, the administrative record in Los Angeles Superior Court Case no. 21STCP02401, UN4LA v. City of Los Angeles.

<sup>6</sup> “Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. (See Appendix G to State CEQA Guidelines, p. 10.)

The STAP's potential impacts on biological resources, in the context of street tree removals, are significant and meet the thresholds for significance for full environmental review; therefore, the MND is insufficient and the City must decline its adoption unless and until the STAP is amended.

### III. **CONCLUSION**

Considering the serious concerns raised by this letter, along with scores of commenters throughout the underlying proceedings, Citizens for a Better Los Angeles respectfully requests that the Council decline to adopt the Mitigated Negative Declaration and decline to authorize execution of the proposed contract with Tranzito-Vector, LLC. The STAP is too vast and significant a proposal to be rushed without careful consideration of its environmental and privacy implications. The City should also reject the proposed ordinance change, which would allow DPW to place the proposed electronic advertising displays not just in transit shelters, but dramatically expand their ability to place such devices in any area in a "public right-of-way."

In the alternative, CBLA requests that a revised STAP be adopted, which would maintain the street furniture aspects of the program, but remove the digital advertising and data collection elements from the program, as well as include a mitigation measure that would specify no mature street trees would be removed for the purpose of placement of street furniture.

Venskus & Associates, A.P.C.

A handwritten signature in black ink, appearing to read 'Sabrina Venskus', with a stylized, flowing script.

Sabrina Venskus  
venskus@lawsv.com

Attachments

## Attachment List

Attachment No.	Document Description
1	The Guardian Article: “Anonymous browsing data can be easily exposed, researchers reveal”
2	Los Angeles Times Column: “Billboards that follow you? It’s not sci-fi. They’re already here”
3	ThreatModeler Article: “The collateral damage of a geolocation information breach”
4	IBM Security “Cost of a Data Breach Report 2022”
5	Attorney Analysis from Westlaw Today: “Data breach class action litigation and the changing legal landscape”
6	First Step: Developing an Urban Forest Management Plan for the City of Los Angeles
7	Nature Communications: “Estimating the success of re-identifications in incomplete datasets using generative models”
8	Washington Post Article: “For people seeking abortions, digital privacy is suddenly critical”
9	Electronic Frontier Foundation Article: “How law enforcement around the country buys cell phone location data wholesale”
10	“How to use Geofencing and Geotargeting for Recruiting”
11	“IKE Smart City- Houston to be Deployed and Privacy Issues—How do they make money?”
12	U.S.- China Technological “Decoupling”: A Strategy and Policy Framework: “Limiting Chinese National Security Espionage”
13	ACLU Article: “NYCLU: City’s Public Wi-Fi Raises Privacy Concerns”
14	Image from AdFreeCities: Bristol Shelter at Night
15	Image from Retail Customer Experience: NYC Kiosk
16	Reuters: “T-Mobile to Pay \$350 Million in Settlement over Massive Hacking”
17	Governing Institute: “What’s at Stake When Government’s Data is Stolen”
18	Gothamist Article: “Yes, LinkNYC Kiosks are Giant Data-Harvesting Surveillance Cameras, Obviously.”