

## Communication from Public

**Name:** Dan Moreno

**Date Submitted:** 12/11/2023 10:41 AM

**Council File No:** 22-0392

**Comments for Public Posting:** We do not need any more digital bill boards in our city. Will only add to the blight that we have around us.

## Communication from Public

**Name:** Casey Maddren/Citizens for a Better Los Angeles  
**Date Submitted:** 12/11/2023 11:43 PM  
**Council File No:** 22-0392  
**Comments for Public Posting:** Citizens for a Better Los Angeles submits the attached response to Metro's December 7, 2023 letter regarding CBLA's concerns about privacy.



December 11, 2023

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

*Submitted to Council File: 22-0392.  
Sent via e-mail to members of the LA City Council.*

Re: Metro Letter of December 7, 2023 to Los Angeles City Council  
Regarding CBLA's Comments on Privacy Concerns  
Council File: 22-0392  
REBUTTAL

Members of the Los Angeles City Council,

We have reviewed December 7, 2023 letter sent to you by Metro regarding CBLA's submissions regarding privacy concerns. Unfortunately, we find the letter to be largely inaccurate and misleading. We also have serious doubts about some of the claims made in the letter about the TCN Program. To summarize our objections to the Metro letter briefly:

- Metro's letter claims that CBLA has alleged that the existing RIITS program collects data from personal devices. We have reviewed our recent correspondence and find no evidence that CBLA has made any such allegation regarding RIITS. We believe Metro is making this claim to misrepresent CBLA's concerns and to mislead the Council and the public.
- Metro's letter states that the TCN Program only contemplates signs owned and operated exclusively by Metro rather than signs owned and operated by private advertisers. We believe this to be a deceptive and misleading simplification which disguises the involvement of advertising companies.
- Metro has already entered into a contract with Intersection, an out-of-home ad company, to install digital kiosks at Metro rail stations. On its web page featuring the kiosks, Intersection claims they offer "sequential messaging to

literally follow the consumer journey”, and also claims the kiosks “capture customer information”. This appears to be inconsistent with Metro’s insistence that they do not collect personal data.

We’d like to expand on each of these points and to offer evidence which we believe shows that Metro’s letter is inaccurate and misleading.

### **Metro’s False Claims about CBLA and RIITS**

On page 1 of Metro’s letter, under the heading ‘Regional Integration of Intelligent Transportation Systems ("RIITS")’, the author spends three paragraphs explaining RIITS, and ends with the statement that "RIITS does not involve the collection of personal cell phone data or other individual identifying information."

We are baffled by this section. We have reviewed our recent correspondence to the City regarding the TCN Program, and we see no language alleging that RIITS is collecting personal data or that RIITS administrators are making data available to private interests. We know what RIITS is. We’re not worried about it. While it’s possible that Metro staff have not actually read our correspondence and don’t understand our specific concerns, we believe it’s more likely that Metro has included this passage to confuse and mislead Councilmembers and the public.

### **Claim that TCN Digital Billboards Will Be Owned and Operated by Metro**

On page 2 of Metro’s letter, under the heading ‘The TCN Program's Data Collection Capabilities’, the author refers to CBLA’s concerns about data collection from digital billboards operated by private companies. In this section, Metro makes a surprising statement:

*The TCN Program only contemplates signs owned and operated exclusively by Metro—a government transportation agency—rather than signs owned and operated by private advertisers.*

This statement is surprising because, if true, it would be a significant departure from Metro’s past and current practice. Metro has already been pursuing the installation of digital billboards on Metro property for years, and with the help of its partner All Vision (AKA Allvision), two digital billboards have been erected in the cities of Downey and Long Beach. According to the agenda for the September 18, 2014 meeting of Metro’s Executive Management Committee, Metro entered into a five-year License and Billboard Management Agreement with Allvision LLC “for the financing, construction, operation, and management of a digital outdoor advertising sign located at 7878 Telegraph Road”. The same agenda item also states that Metro entered into “a five-year Digital Billboard Advertising Service Agreement with the Lamar Advertising Company to sell the media on the Billboard after it has been constructed.” [See Attachment A.]

As for the digital billboard in Long Beach, a Metro Board Report dated August 18, 2016, states on page 6: “The City of Long Beach approved a Conditional Use Permit

to Clear Channel Outdoor, Inc. (CCO) that provided for the removal of eight (8) existing static billboards at Division 11 located at 1011 Carson Street in Long Beach and the construction and operation of one two-sided digital billboard.”

[Link to Metro Board Report:

[https://boardarchives.metro.net/Items/2016/08\\_august/EMCItem44.pdf](https://boardarchives.metro.net/Items/2016/08_august/EMCItem44.pdf)]

As we can see, Metro’s practice in the past has been to enter into agreements with partners like Allvision, Lamar and Clear Channel to actually construct and operate the digital billboards on its property.

This is why we question Metro’s statement that “The TCN Program only contemplates signs owned and operated exclusively by Metro”. Under the terms of the contracts it has entered into, Metro may technically be the owner/operator, but it’s clear from the above that Metro’s practice has been to leave the actual construction and operation of the billboards to other entities, including private advertising companies.

Given Metro’s claim that it will own and operate the TCN digital billboards, we have to ask if Metro means to say they will actually design, fabricate and install the digital billboards proposed for the TCN Program. We also have to ask if, in saying that the billboards be will “owned and operated exclusively by Metro”, Metro means that Metro staff will be involved in the day-to-day operation of the billboards, including interactions with advertising clients, negotiating terms for ad campaigns, and managing/executing those campaigns as they’re presented via the TCN digital billboards. We believe this is not the case, but we’d be interested in hearing Metro’s response.

We are also skeptical of Metro’s claims that “The TCN Program only contemplates signs owned and operated exclusively by Metro” because of representations made in various documents reviewed by CBLA.

The presentation made to Metro’s Executive Management Committee dated April 2021 and entitled “TRANSPORTATION COMMUNICATION NETWORK, MEMORANDUM [SIC] OF AGREEMENT WITH CITY OF LOS ANGELES” contains the following text:

*FINANCIAL IMPACT*

- *No impact to budget*
- *No capital outlay required*
- *Generates additional revenue*

This is certainly surprising if, in fact, the TCN Program is to be owned and operated exclusively by Metro. We have to wonder how it’s possible for Metro to implement a project of this scale with no impact to its budget and no capital outlay. And the program will also generate additional revenue! We hope Metro will forgive our skepticism, but it sounds like the agency has made a deal with someone who’s ready to shell out a lot of money because they know they’ll be making a lot more.

To find out who that might be, we suggest looking at the Memorandum of Agreement between Metro and the City of LA dated February 2022. [See Attachment B.] The following text is contained in Section 5.17, entitled “No Third-Party Beneficiaries”:

*The only Parties to this Agreement are City and LACMTA, and their successors-in-interest, transferees, or assignees. There are no third- party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever. Notwithstanding the foregoing, All Vision LLC, LACMTA’s agent with respect to the TCN Program shall be a third-party beneficiary to this Agreement. [Emphasis added.]*

If we read this correctly, there are no third-party beneficiaries, except that All Vision will be a third-party beneficiary. We hope that’s clear.

Further down, in Section 5.26, entitled “Common Interest”, we find that All Vision is also a party to the drafting and negotiation of the agreement:

*LACMTA and City acknowledge and agree that consideration, drafting and negotiation of this Agreement is a mutual undertaking that required the cooperation of LACMTA’s, All Vision LLC’s and City’s respective legal counsel and representatives. LACMTA and City, and their respective advisors and consultants (including, without limitation, All Vision LLC and its respective advisors, consultants and legal counsel), shall work together in confidence, and shall take all reasonable steps to protect the confidentiality of their advice and counsel to the maximum extent permitted by the California Public Records Act [....]*

Based on the foregoing, we believe that All Vision has been and will continue to be deeply involved in the TCN Program. While Metro may technically be the owner and operator, it seems clear that All Vision, in its role as “LACMTA’s agent with respect to the TCN Program”, will actually be planning, executing and operating the TCN Program.

To be clear, CBLA does not believe that Metro itself will be involved in the collection and sale or sharing of personal data. CBLA does believe that the collection and sale or sharing of personal data will occur as a result of the involvement of other parties, including All Vision and/or the various advertisers, clients and subcontractors who actually plan, design, execute and operate the TCN digital billboards.

### **It Appears Data is Already Being Collected by Kiosks at Metro Stations**

CBLA is also skeptical of Metro’s claims because Metro is already working with Intersection, an out-of-home advertising company that has installed digital kiosks at Metro rail stations. Metro entered into a License to Sell and Display Advertising on Metro Rail System, Contract No. PS41099R, in March 2018. Numerous sections

of the contract make it clear that even if Metro is technically the owner/operator, Intersection is in charge of designing, fabricating and operating the kiosks. If Metro were actually the sole entity involved in ownership and operation of the kiosks, then it seems to follow that Metro would be collecting any revenues itself. Instead, we find on page 9 that a share of the revenue is being disbursed to Metro by Intersection:

*Years 1 through 5 Annual Advertising Revenue Share Payments*

*Contractor shall submit payment for the Gross Advertising Revenue Share based on 55% of Vendor's gross revenue for the preceding year. Vendor shall attach documentation supporting the remittance that shall include Contractor's gross revenue. The amount due LACMTA will be 55% of Contractor's gross revenue, less the guaranteed minimum amounts previously paid to LACMTA.*

Please also note that on page 63, under Section GC-37, Metro stipulates that Intersection must indemnify them against damages to due loss of privacy:

*GC-37 INDEMNITY*

*Contractor shall indemnify, defend and hold harmless METRO, its officers, representatives and employees, from and against all liability, demands, claims, suits, losses and expenses whatsoever ("Liability"), including attorneys fees, whether direct or consequential, on account of (1) any loss, injury to or death of any person or persons or damage to any property (including without limitation all property owned by, leased to or used by either Contractor or METRO or both), or (2) any loss or damage to business or reputation or privacy of any person, arising in whole or in part from Contractor's performance hereunder, and regardless of whether such Liability results in whole or in part from the negligence or omission of METRO. Liability resulting solely from METRO's gross negligence, or willful misconduct is excluded from this indemnity. [Emphasis added.]*

Why would Metro ask Intersection to indemnify it against claims resulting from loss of privacy unless it had reason to believe this could occur?

On page 78 we find text describing Metro's role in deploying the system, which appears to indicate that the agency will be involved in assessment and oversight rather than the hands-on work of design, fabrication and installation:

*Metro will be integrally involved in overseeing the process of designing, installing, operating, and maintaining every part of the Contractor's digital network that relates to customer information.*

And the next paragraph seems to clearly indicate that it expects to profit from integration with "mobile platforms".

*METRO encourages the Contractor to integrate their on-site physical advertising with mobile platforms and other future technology opportunities. Contractor should describe their plans for such integration and how METRO will share in the financial and communication benefits derived therefrom.*

And while Metro claims it will be the sole owner/operator of the TCN, the following paragraph makes clear that in their arrangement with Intersection, Metro's role is to observe and approve, while Intersection is handling the actual work of design and fabrication.

*Contractor shall provide reasonably detailed technical descriptions, as well as illustrative drawings, for each type of station equipment proposed. Contractor should illustrate how their proposal will enhance METRO customer experience, and generate revenue for itself and Metro, through digital advertising, as well as indicate to what extent they would be prepared to fund and undertake station improvements in connection with such initiatives.*

As for the collection of personal data, we refer you to text from the following Intersection web page:

*Interactive Kiosks and IxNSight*

*Engage your customers on their daily journeys*

<https://www.intersection.com/product/ixntouch-and-ixnsight/>

*[See Attachment C.]*

***Maximize brand exposure***

*Flexible delivery options include 100% share of voice takeovers on any desired displays to create a "domination" effect for your brand, as well as sequential messaging to literally follow the consumer journey. [Emphasis added.]*

***Interactive Kiosks***

***Put your message in the hands of consumers***

*With interactive advertising capabilities on an immersive touchscreen, interactive kiosks draw people in and let them physically engage with your brand. Create consumer-led interactive experiences that showcase products, deliver offers, capture customer information, push to mobile devices, and more. [Emphasis added.]*

**If Personal Data Is Collected via the TCN, City of LA Could Face Liability**

We'd like to offer one final word of warning. If personal data is, indeed, collected under the TCN Program, the City of LA could be exposed to massive liability through its contractual relationship to the program. Note that, in its contract with Intersection, Metro inserted language to indemnify it against any loss of privacy of any person. This seems to indicate that Metro believes this is a potential danger. Is the City of LA ready to gamble taxpayer money on the truth of Metro's claims?

We hope that this response from CBLA will serve to clarify any questions you may have had after reading Metro's inaccurate and misleading letter of December 7. We'd be happy to answer any further questions that Councilmembers may have.

Sincerely,  
Casey Maddren  
Citizens for a Better Los Angeles  
cblacontact@gmail.com

# ATTACHMENT A

Thursday, September 18, 2014 11:30 AM

## Agenda

### Executive Management Committee Meeting

One Gateway Plaza  
3<sup>rd</sup> Floor Board Room

#### Call to Order

#### Directors

Eric Garcetti, Chair  
Mark Ridley-Thomas, Vice Chair  
John Fasana  
Paul Krekorian  
Zev Yaroslavsky  
Carrie Bowen, non-voting member

#### Officers

Arthur T. Leahy, Chief Executive Officer  
Michele Jackson, Board Secretary  
Karen Gorman, Acting Ethics Officer  
Karen Gorman, Inspector General  
County Counsel, General Counsel



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

## METROPOLITAN TRANSPORTATION AUTHORITY BOARD RULES (ALSO APPLIES TO BOARD COMMITTEES)

### PUBLIC INPUT

A member of the public may address the Board on agenda items, before or during the Board or Committee's consideration of the item for one (1) minute per item, or at the discretion of the Chair. A request to address the Board should be submitted in person at the meeting to the Board Secretary. Individuals requesting to speak on more than three (3) agenda items will be allowed to speak up to a maximum of three (3) minutes per meeting. For individuals requiring translation service, time allowed will be doubled.

The public may also address the Board on non-agenda items within the subject matter jurisdiction of the Board during the public comment period, which will be held at the beginning and/or end of each meeting. Each person will be allowed to speak for up to three (3) minutes per meeting and may speak no more than once during the Public Comment period. Speakers will be called according to the order in which the speaker request forms are received. Elected officials, not their staff or deputies, may be called out of order and prior to the Board's consideration of the relevant item. In accordance with State Law (Brown Act), all matters to be acted on by the MTA Board must be posted at least 72 hours prior to the Board meeting. In case of emergency, or when a subject matter arises subsequent to the posting of the agenda, upon making certain findings, the Board may act on an item that is not on the posted agenda.

**CONDUCT IN THE BOARD ROOM** - The following rules pertain to conduct at Metropolitan Transportation Authority meetings:

**REMOVAL FROM THE BOARD ROOM** The Chair shall order removed from the Board Room any person who commits the following acts with respect to any meeting of the MTA Board:

- Disorderly contemptuous or insolent behavior toward the Board or any member thereof which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting;
- A breach of the peace, boisterous conduct or violent disturbance which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting;
- Disobedience of any lawful order of the Chair, which shall include an order to be seated or to refrain from addressing the Board; and
- Any other unlawful interference with the due and orderly course of said meeting.

**Any person so removed will also be excluded from the interior of the Metro Headquarters Gateway Building until the beginning of the next business day.**

### INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD

Agendas for the Regular MTA Board meetings are prepared by the Board Secretary and are available prior to the meeting in the MTA Records Management Department and on the Internet. Every meeting of the MTA Board of Directors is recorded on CD's and as MP3's and can be made available for a nominal charge.

### DISCLOSURE OF CONTRIBUTIONS

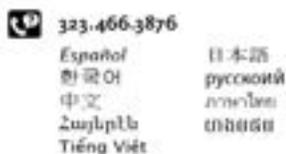
The State Political Reform Act (Government Code Section 84308) requires that a party to a proceeding before an agency involving a license, permit, or other entitlement for use, including all contracts (other than competitively bid, labor, or personal employment contracts), shall disclose on the record of the proceeding any contributions in an amount of more than \$250 made within the preceding 12 months by the party, or his or her agent, to any officer of the agency, additionally PUC Code Sec. 130051.20 requires that no member accept a contribution of over ten dollars (\$10) in value or amount from a construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity that has contracted with the authority in the preceding four years. Persons required to make this disclosure shall do so by filling out a "Disclosure of Contribution" form which is available at the LACMTA Board and Committee Meetings. Failure to comply with this requirement may result in the assessment of civil or criminal penalties.

### ADA REQUIREMENTS

Upon request, sign language interpretation, materials in alternative formats and other accommodations are available to the public for MTA-sponsored meetings and events. All requests for reasonable accommodations must be made at least three working days (72 hours) in advance of the scheduled meeting date. Please telephone (213) 922-4600 between 8 a.m. and 5 p.m., Monday through Friday. Our TDD line is (800) 252-9040.

### LIMITED ENGLISH PROFICIENCY

A Spanish language interpreter is available at all Board Meetings. Interpreters for Committee meetings and all other languages must be requested 72 hours in advance of the meeting by calling (213) 922-4600.



### HELPFUL PHONE NUMBERS

Copies of Agendas/Record of Board Action/Recordings of Meetings - (213) 922-4880 (Records Management Department)

General Information/Rules of the Board - (213) 922-4600

Internet Access to Agendas - [www.metro.net](http://www.metro.net)

TDD line (800) 252-9040

**NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA**

61. RECEIVE **report of the Chief Executive Officer.**
62. RECEIVE [report of the Chief Communications Officer.](#)
63. RECEIVE **oral Federal/State Affairs update**
64. RECEIVE [Civil Rights Compliance report.](#)
65. RECEIVE [quarterly update on Veterans Hiring Initiative.](#)
66. AUTHORIZE the Chief Executive Officer or his designee to negotiate and execute:
  - A. a five-year [License and Billboard Management Agreement with Allvision LLC for the financing, construction, operation, and management of a digital outdoor advertising sign](#) located at 7878 Telegraph Road in Downey, with five additional five-year options to extend at MTA's election. Such authority includes authority for the CEO to exercise the options; and
  - B. a five-year Digital Billboard Advertising Service Agreement with the Lamar Advertising Company to sell the media on the Billboard after it has been constructed.
67. AUTHORIZE the Chief Executive Officer to:
  - A. adopt and implement a [long-term financial and operational plan for sustainability-related projects](#) to maintain their optimum performance and maximize environmental benefits; and
  - B. use proceeds from Low Carbon Fuel Standard credits sales along with any cost-savings, utility allowances and incentives, and any interest earned from the investment of these funds that are generated from sustainability-related infrastructure to specifically continue the implementation, operations, and maintenance of Metro's sustainability-related infrastructure.

68. RECEIVE AND FILE [status report on implementation of Pilot Business Solution Center](#) to assist small businesses along the Crenshaw Corridor between 48<sup>th</sup> and 60<sup>th</sup> Streets during the four year term of the Crenshaw/LAX Transit Line Project.

(ALSO ON CONSTRUCTION COMMITTEE)

69. RECEIVE AND FILE status update report on the [Project Labor Agreement and Construction Careers policy programs](#) for activity through quarter ending June 30, 2014.

70. **WITHDRAWN:** ~~RECEIVE AND FILE report on the **strategic plan development for delivery of paratransit services for persons with disabilities** as required by the American Disabilities Act.~~

71. RECEIVE AND FILE report on [Pursuing Opportunities for a Fair and Balanced Fare Structure](#), which is a response to Motion #55 from the May 2014 Regular Board Meeting (Items A1, A2, C1 and F). [\[HANDOUT\]](#)

Consideration of items not on the posted agenda, including: items to be presented and (if requested) referred to staff; items to be placed on the agenda for action at a future meeting of the Committee or Board; and/or items requiring immediate action because of an emergency situation or where the need to take immediate action came to the attention of the Committee subsequent to the posting of the agenda.

COMMENTS FROM THE PUBLIC ON ITEMS OF PUBLIC INTEREST WITHIN COMMITTEE'S SUBJECT MATTER JURISDICTION

ADJOURNMENT

# ATTACHMENT B

## CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,  
COUNCIL/PUBLIC SERVICES DIVISION  
ROOM 395, CITY HALL

DATE: 02/03/2022

**(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)**

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): City Administrative Officer

CONTACT PERSON: Benjamin Ceja PHONE: 213-978-7688

CONTRACT NO.: C-139852 COUNCIL FILE NO.: 21-0600-S110

ADOPTED BY COUNCIL: 12/008/2021  
DATE

APPROVED BY BPW: \_\_\_\_\_  
DATE

NEW CONTRACT   
AMENDED AND RESTATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_  
SUPPLEMENTAL NO. \_\_\_\_\_  
CHANGE ORDER NO. \_\_\_\_\_  
AMENDMENT \_\_\_\_\_

CONTRACTOR NAME: Los Angeles County Metropolitan Transportation Authority (Metro)

TERM OF CONTRACT: 01/12/2022 THROUGH: 01/12/2042

TOTAL AMOUNT: \$1,000,000

### PURPOSE OF CONTRACT:

Memorandum of Agreement (MOA) for the development of a Transportation Communication Network (TCN) Program between the City and Metro. This MOA establishes a revenue sharing framework that provides the City with 50 percent of net revenue from outdoor advertising on TCN structures located within the boundaries of the City while reserving and maintaining the City's police power with regard to enacting an ordinance to enable outdoor advertising on the TCN structures or taking any other legislative action relating to MOA. The City's obligation for costs to implement this program is limited to no more than \$1 million.

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

ATTN: [\_\_\_\_\_]

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[Exempt from recording fees per Gov't Code Section 6103]

**MEMORANDUM OF AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY**

**for the METRO TRANSPORTATION COMMUNICATION NETWORK**

----- ▼ 2022

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "**Agreement**") is executed as of this 12 day of January, 2022 by and between the CITY OF LOS ANGELES and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, with respect to the following:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each intending to be legally bound, the parties hereto agree as follows:

### 1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

1.1 "**Agreement**" means this Memorandum of Agreement and all attachments and exhibits hereto, and all amendments and modifications thereto.

1.2 "**Applicable Rules**" means the rules, regulations, ordinances and officially adopted policies of City in full force and effect as of the Effective Date of this Agreement, including, but not limited to City's zoning code and administrative code, except as otherwise modified by the Ordinance.

1.3 "**CEQA**" means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.).

1.4 "**CEQA Compliance Document**" means the compliance document prepared and certified by LACMTA for the TCN Program in accordance with the requirements of CEQA.

1.5 "**City**" means the City of Los Angeles, California, including, but not limited to, its officers, boards, departments, bureaus, staff and agents, except that separate agreements shall be executed with the Department of Water and Power if needed.

1.6 "**City Council**" means the Los Angeles City Council.

1.7 "**Discretionary Action**" means an action which requires the exercise of judgment, deliberation or a decision on the part of City, including any board, commission or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

1.8 "**Effective Date**" is the date on which this Agreement has been executed by City and LACMTA.

1.9 "**General Plan**" means the adopted General Plan of City.

1.10 **“LACMTA”** means the Los Angeles County Metropolitan Transportation Authority.

1.11 **“Licensee”** means the company or companies (including, without limitation, individuals or entities such as partnerships, limited liability companies, corporations, or sole proprietorships), if LACMTA so elects, that will do one or more of the following: (a) construct and/or operate the TCN Structures; (b) sell the media inventory to be placed on the TCN Structures; and/or (c) pay directly to LACMTA its portion of the revenues earned by the Licensee, from which LACMTA shall pay City its portion of the Shared Revenue.

1.12 **“Ministerial Permits and Approvals”** means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by City in order for LACMTA to implement, develop and construct the TCN Program and the Mitigation Measures, subject to and as modified by the Ordinance and any other approvals or documents in connection with the TCN Program.

1.13 **“Mitigation Measures”** means the mitigation measures described in the Project Approvals.

1.14 **“Net Revenue”** means all outdoor advertising revenue actually received by LACMTA from the TCN Structures within the City boundaries during the Term after deductions have been made for LACMTA’s and City’s out-of-pocket expenses authorized by this Agreement with respect to the TCN Program, including, without limitation, CEQA compliance and costs of litigation, Ordinance and costs of litigation, and expenses from constructing, maintaining, and operating the TCN Structures with outdoor advertising within City boundaries.

1.15 **“Ordinance”** means an ordinance or other legislative or other document which may be enacted by the City Council to enable the outdoor advertising on the TCN structures.

1.16 **“Parties”** means LACMTA and City collectively, and a **“Party”** means each of LACMTA and City individually.

1.17 **“Project Approvals”** means the following land use actions requested by LACMTA from City: (a) Ordinance; and (b) adoption of findings required by CEQA for each significant effect of the project, if any.

1.18 **“Property” or “Properties”** means any parcel of real property (or properties) or portion thereof on which a TCN Structure is located. The list of Properties may be amended, modified, updated and/or replaced from time to time as determined by LACMTA.

1.19 **“Shared Revenue”** means LACMTA and the City shall each receive 50% of the Net Revenue from the TCN displays located in the City of Los Angeles.

1.20 **“TCN Program”** means LACMTA’s Transportation Communication Network Program permitted pursuant to the terms of this Agreement.

1.21 **“TCN Structures”** means the structures (and all attached or related equipment and components) developed as a part of the TCN Program, each including, without limitation, single-sided or double-sided digital display faces for the purposes of displaying messaging in

order to facilitate and promote efficient roadways, increase public transit ridership, improve public safety, and provide revenue to support the TCN Program through third party advertising and other possible uses for the TCN Program as set forth in this Agreement.

1.22 “**Term**” means the period of time for which this Agreement shall be effective in accordance with Section 5.1 hereof.

1.23 “**Transferee**” means individually or collectively, LACMTA’s successors in interest, assignees or transferees of all or any portion of a Property or this Agreement.

## **2. RECITALS OF PREMISES, PURPOSE AND INTENT.**

### **2.1 Purpose of this Agreement.**

**2.1.1 LACMTA Transportation Communication Network Program.** LACMTA is in the process of identifying locations on its properties throughout Los Angeles County to implement a network of transportation communication digital displays that will facilitate and promote efficient and attractive roadways, increase public transit ridership, improve public safety and provide revenue generation for LACMTA’s transportation programs. The TCN Program may consist of elements, including, without limitation, the following:

2.1.1.1. Intelligent Transportation System, Travel Demand and Public Event Management. The TCN Program will be integrated with LACMTA’s Regional Intelligent Information Transportation Systems that works in coordination with all of the major transportation agencies and bus lines such as Caltrans, the Los Angeles Department of Transportation, California Highway Patrol, 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 of the TCN Program will assist LACMTA in increasing the quantity and speed of data collection of real time travel/traffic data, processing and transmission to transportation 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 Program 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 Program can also support the collection of event congestion data for LAX, Dodger Stadium, the Hollywood Bowl and other large venues, including travel demand management services for the 2028 Olympic and Paralympic Games, and providing information on available parking spaces in Park-and-Ride lots.

2.1.1.2. Public Transit Promotion and LACMTA Communications. The TCN Program will assist LACMTA’s transportation public messaging and ability to broadcast 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.

2.1.1.3. Public Safety, Emergency Messaging. The TCN 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.

2.1.1.4. Transportation Technology Innovation Initiatives. The TCN 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. The TCN Program will be designed to support future innovations such as autonomous vehicles, smart energy grids, and high-speed wireless cameras. Any information received from such cameras shall be used for mass traffic data, and personal or private information of any individual shall not be separately used.

2.1.1.5. Revenue Generation for Transportation Projects. The digital displays in the TCN Program will also allow off-site advertising. Revenue generated by this program will be utilized by LACMTA and City to fund transportation programs.

2.1.2 **Public Benefits.** This Agreement provides assurances that the public benefits identified in this Agreement will be achieved and developed in accordance with the terms of this Agreement. The Project will provide local and regional public benefits to City as set forth in this Agreement.

2.1.3 **Mutual Objectives.** Development of the TCN Program in accordance with this Agreement will provide for the orderly development of the Properties in accordance with the objectives set forth in this Agreement and shall provide benefits to City, LACMTA and the residents of City and surrounding areas. Moreover, an agreement for the TCN Program will eliminate uncertainty in planning for and securing orderly development of the TCN Program on the Properties, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within City at the least economic cost to its citizens and otherwise achieve the goals and purposes of City and LACMTA. The execution of this Agreement does not obligate the City or LACMTA to move forward with the TCN Program, which shall be subject to the approval of CEQA in addition to the Ordinance, which will further develop specific elements of the TCN Program not otherwise addressed herein.

2.1.4 **Intent for Use of the Shared Revenue.** It is the intent of both Parties that the City's portion of the Shared Revenue (as defined herein) is to be used for transportation improvements including projects that are consistent with the following goals of the LACMTA Vision 2028 Plan: (i) provide high-quality mobility options that enable people to spend less time traveling; (ii) deliver outstanding trip experiences for all users of the transportation system; (iii) enhance communities and lives through mobility and access to opportunity; and (iv) transform LA County through regional collaboration and national leadership. These goals require partnership with the City and complement existing City goals. Other projects may include those that promote pedestrian and cyclist safety in the general vicinity of transit stops and that benefit bus riders in the City, with a focus on low-income, persons of color in LACMTA's defined Equity Focus Communities. Each year, LACMTA will provide an estimate of the projected City's Shared Revenue, but LACMTA does not guarantee such Shared Revenue. The City shall deposit its portion of the Shared Revenue into a special fund to be known as the Transportation Communications Network Revenue Fund (the "Fund") and, as part of its annual City budget process, will program those funds exclusively for the following (or substantially similar) purposes:

- (1) Funding transportation projects and services, including City transit lines or other public transit service, and for the payment of any and all expenses relating or incidental thereto, including operating expenses;
- (2) Funding the purchase, lease or rental of transit related equipment, including buses, trucks, transit shelters and street furniture, and all expenses relating or incidental thereto;

- (3) Funding consultant studies, City staff costs, land acquisition, design or construction of the following: (A) sidewalks, curb improvements, and beautification projects needed to improve conditions for public transit patrons; (B) pedestrian safety improvements in the public right-of-way including, but not limited to, speed humps, street resurfacing, traffic lane or pedestrian marking and signage, and acquisition of property to widen the public right-of-way to create safer traffic flow, bicycle lanes, or to create safer pedestrian routes to improve conditions for public transit patrons; and (C) public amenities to improve the quality of life for public transit patrons, residents and businesses in transit oriented districts; and (D) all expenses related or incidental to those uses; and,
- (4) The repayment of any money borrowed or advanced from any other fund for purposes described above in (1)-(3) with the intent that reimbursement be made from the Fund.

The Fund shall be administered by the General Manager of the Department of Transportation. All interest and other earnings accruing on money in the Fund shall be credited to the Fund and shall be devoted to the purposes of the Fund. Pursuant to Charter Section 344, money in the Fund shall not revert to the Reserve Fund of the City.

### **3. AGREEMENT AND ASSURANCES.**

**3.1 Agreement and Assurance on the Part of LACMTA.** In consideration for City entering into this Agreement, and as an inducement for City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in this Agreement, LACMTA hereby agrees as follows:

**3.1.1 Interest in Sites.** LACMTA acknowledges and agrees that it has a legal or equitable interest in the Properties and thus is qualified to enter into and be a party to this Agreement and the right to cause the construction, development, operation and/or management of the Properties. Upon execution of this Agreement by all Parties and in connection with the commencement of CEQA, LACMTA shall confer with the City with regard to the potential locations of the TCN Structures.

**3.1.2 Program Development.** LACMTA agrees that, taking into account the needs of a public transportation agency and the TCN Program requirements, it will diligently undertake development of the TCN Program in accordance with the terms and conditions of this Agreement and the Project Approvals. LACMTA shall have the right to place the TCN Structures on the Properties in LACMTA's discretion subject to Project Approvals, as such Properties may be amended, modified, updated or replaced from time to time in order to develop the TCN Program.

**3.1.3 Additional Obligations of LACMTA as Consideration for this Agreement.** As additional consideration for this Agreement, LACMTA shall also provide public benefits including, but not limited to, the specific public benefits listed below:

**3.1.3.1. Shared Revenue.** LACMTA and City shall each receive its portion of the Shared Revenue from the TCN Program pursuant to the terms of this Agreement. The Net Revenue shall be collected by LACMTA in accordance with the terms of this Agreement, and LACMTA shall audit the Net Revenue received. LACMTA shall pay City's portion of the Shared Revenue within sixty (60) days following verification of the accuracy of such funds by LACMTA,

which shall not be unreasonably withheld, conditioned or delayed, as well as provide the City with supporting documentation of the paid Shared Revenue, to be used by City in accordance with the terms of this Agreement.

**3.1.3.2. Review of Shared Revenue.** With prior written notice of not less than thirty (30) days, City and LACMTA each has the right but not the obligation to review the Shared Revenue received and the Net Revenue paid to LACMTA and the use of the City's portion of the Shared Revenues, as applicable, at LACMTA's or City's office, on normal workdays between 9:00 a.m. and 4:00 p.m. once every two years. Should the ability to review the Shared Revenue or use of the Shared Revenues be restricted from occurring in person at either LACMTA's or the City's offices due to health, safety, or other local, state or federal orders, each Party shall make all relevant information available to the other Party through virtual/online means. If the statement of Shared Revenue previously provided to City shall be found to be inaccurate, then and in that event, there shall be an adjustment and one Party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of the Shared Revenue that should have been paid to City for the period or periods covered by such inaccurate statement or statements. Pursuant to the Fund to be established, the City will draft a report on the Transportation Communications Network Revenue Fund on an annual basis, within 90 days after the close of the City's fiscal year, that will identify all receipts into, and all transfers and expenditures out of, the fund, as well as the purposes for which the transfers and expenditures were made.

**3.1.4 Take Downs.** As a part of the TCN Program, LACMTA shall endeavor to cause the removal of up to 320 static billboard display faces from LACMTA-owned or operated property, of which approximately 200 static billboard display faces are located on property in City. LACMTA acknowledges that the City reserves the right to create a take-down requirement in the Ordinance, which will be mutually agreed upon by LACMTA and the City.

**3.1.5 Compliance with Laws; Prohibited Use.**

**3.1.5.1.** LACMTA will comply with all local, state and federal laws relating to Properties and other aspects of the TCN Structures to the extent including but not limited to building and electrical permits for the TCN structures required by the City. The display faces on the TCN Structures will not be placed in or within 200 feet of residential zones or will not be oriented facing a residential zone within such 200 foot distance.

**3.1.5.2.** LACMTA shall coordinate with City regarding illumination, brightness and other requirements related to the digital displays on the TCN Structures. The digital displays on the TCN Structures shall comply with the applicable sections of City's building code with respect to sign illumination.

**3.1.5.3.** LACMTA shall not utilize any of the display faces on the TCN Structures to advertise anything prohibited by City ordinance then in effect.

**3.2 Agreement and Assurances on the Part of City.** In consideration for LACMTA entering into this Agreement, and as an inducement for LACMTA to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in this Agreement, City hereby agrees as follows:

3.2.1 **City's Police Power.** Notwithstanding any other provision of this Agreement, the City hereby reserves its police power with regard to enacting the Ordinance or taking any other legislative action relating to this Agreement.

3.2.2 **Timeframes and Staffing for Processing and Review.** City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the TCN Program are critical to the implementation of the TCN Program. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals, City agrees to work with LACMTA to establish time frames for processing and reviewing such Ministerial Permits and Approvals and to comply with timeframes established in the Project Approvals. Furthermore, City shall use good faith efforts to expedite all requests by LACMTA for Discretionary Actions requested for the TCN Program, if any.

## 4. CEQA COMPLIANCE

### 4.1 CEQA Analysis.

4.1.1 **Lead Agency.** LACMTA shall act as lead agency and shall comply with all applicable requirements of CEQA prior to implementation for each Property and TCN Structure that is part of the TCN Program. Environmental compliance shall be conducted on a programmatic basis for the TCN Program and study locations that are owned or operated by LACMTA; provided, however, this Agreement itself is not a commitment by either Party to any project and does not have any physical impacts on the environment and is not considered a project under CEQA.

4.1.2 **Implementation.** The implementation of this Agreement shall be contingent upon City enacting legislation that allows off-site advertising to be displayed on the TCN Structures and subject to any design and development standards, including any Mitigation Measures. LACMTA's CEQA reports and analysis for the project shall encompass any City legislative changes needed to allow for the furtherance of this TCN Program. The City agrees to pay for fifty percent (50%) of LACMTA's (or its agent's) cost of the CEQA Compliance Document(s) in the event of a "no build" alternative scenario as described under Section 4.1.3(i). The City's financial obligation under the "no build" alternative scenario is not expected to exceed \$1,000,000. Any amount over \$1,000,000 shall be subject to the City reviewing and approving further costs prior to their programming and commitment by LACMTA.

4.1.3 **CEQA Review.** Because the Parties have not completed a CEQA review, this Agreement does not constitute or evidence an approval by the Parties of, or commitment of the Parties to, any action for which prior environmental review is required under CEQA. The Parties retain the absolute discretion to make decisions under CEQA, which discretion includes, without limitation (i) deciding not to proceed with the TCN Program (known as the "no build" alternative) and (ii) deciding to approve the TCN Program and/or any of the actions contemplated in this Agreement (the "**Potential Actions**"); and (iii) the imposition of any Mitigation Measures or alternatives to the TCN Program or Potential Actions. There shall be no approval or commitment by the Parties regarding the development of the TCN Program or any of the Potential Actions, unless and until LACMTA, as the lead agency, and City as a potentially responsible agency, based upon information resulting from the CEQA environmental review process, consider the impacts of the TCN Program and Potential Actions. This means that no specific location for take down of a static billboard display face or installation of a new TCN Structure will be approved until after the CEQA review is completed and the City has enacted an Ordinance that will enable the outdoor advertising on the TCN structures. The CEQA review and Ordinance will address potential restrictions on placement of new TCN structures, such as distance limits from residential uses.

## 5. GENERAL PROVISIONS.

5.1 **Term.** The Term of this Agreement shall commence on the Effective Date and shall extend for a period of twenty (20) years after the Effective Date. Prior to the expiration of the Term, City and LACMTA shall negotiate in good faith to extend the terms of this Agreement based on an evaluation of the status of the TCN Program at such time and agree on a mutually beneficial path forward. Following the expiration of the Term or earlier termination, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Properties, approved concurrently with, or subsequent to, the Effective Date of this Agreement.

5.2 **Enforced Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which a Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; pandemics; acts of God; unusual economic or governmental circumstances that limit the ability to generate revenue from the digital displays on the TCN Structures, litigation and administrative proceedings against the TCN Program; any approval required by City or the State of California Department of Transportation; restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; or similar bases for excused performance which are not within the reasonable control of the Party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of LACMTA, or by any third parties against LACMTA if not dismissed within ninety (90) days; provided however, this Section shall be applicable to every other provision in this Agreement. If written notice of such delay is given to any Party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay or longer as may be reasonable or mutually agreed upon.

5.3 **Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Party or the Parties shall engage in nonbinding mediation in the manner agreed upon by the Parties. The Parties agree that each Party may specifically enforce this section. If nonbinding mediation is not initiated or does not result in the settlement of a dispute within sixty (60) days after the demand for mediation is made, either Party may pursue any remedies provided by law.

5.4 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

5.5 **Amendments.** This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement.

5.6 **Covenants.** The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Properties for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

5.7 **Cooperation and Implementation.**

5.7.1 **Processing.** Upon adoption of the Ordinance, City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Properties in accordance with the terms of this Agreement. LACMTA shall, in a timely manner, provide City with all documents, plans, fees and other information necessary for City to carry out its processing obligations pursuant to this Agreement.

5.7.2 **Other Governmental Permits.** LACMTA shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the TCN Program, if any. City shall cooperate with LACMTA in its endeavors to obtain such permits and approvals and shall, from time to time at the request of LACMTA, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and not detrimental to City.

5.7.3 **Cooperation in The Event of Legal Challenge.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending said action.

5.8 **Relationship of the Parties.** It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that LACMTA is an independent public entity with respect to City and is not an agent of City. Further, the Parties agree and hereby renounce the existence of any form of joint venture or partnership between City and LACMTA and agree that nothing herein or in any document executed in connection herewith shall be construed as making City a joint venturer or partner with LACMTA.

5.9 **Indemnification and Insurance.**

5.9.1 **Indemnification by LACMTA.** LACMTA shall indemnify City, its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with (1) the work, operations, or activities of LACMTA, its agents, employees, subcontractors, or invitees, hereunder, upon the Properties; or (2) any legal action commenced by any third party challenging the validity of the environmental assessment of the TCN Program under CEQA performed by LACMTA as lead agency. LACMTA will defend any action or actions filed in connection with any of said claims or liabilities listed in the foregoing sentence and will pay all third-party costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith. LACMTA will promptly pay any judgment rendered against City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the work, operations,



To LACMTA:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Mail Stop 99-18-4  
Los Angeles, California 90012-2952  
Attn: Sr. EO, Real Property Management & Development

5.12 **Recordation.** Within ten (10) days following City's adoption of the Ordinance, this Agreement shall be recorded by LACMTA with the Registrar-Recorder of the County of Los Angeles.

5.13 **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property or the TCN Structure, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in a Property or TCN Structure.

5.14 **Severability.** If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of any Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

5.15 **Time of the Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

5.16 **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

5.17 **No Third-Party Beneficiaries.** The only Parties to this Agreement are City and LACMTA, and their successors-in-interest, transferees, or assignees. There are no third-party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever. Notwithstanding the foregoing, All Vision LLC, LACMTA's agent with respect to the TCN Program shall be a third-party beneficiary to this Agreement.

5.18 **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein (or any such representations, understandings or ancillary covenants, undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

5.19 **Legal Advice; Neutral Interpretation; Headings, Table of Contents, and Index.** Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

5.20 **Discretion to Encumber.** This Agreement shall not prevent or limit LACMTA in any manner, at its sole discretion, from encumbering the Properties or any portion of the Properties or any improvement on the Properties by any mortgage, deed of trust or other security device securing financing with respect to the Properties or their improvements.

5.21 **Expedited Processing.** Each Party agrees to cooperate in the expedited processing of any legal action seeking specific performance, declaratory relief or injunctive relief, to set court dates at the earliest practicable date(s) and not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

5.22 **Non-liability of City and LACMTA Officials.** No officer, official, member, employee, attorney, agent, or representatives of City or LACMTA or its agents or representatives shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, attorney, agent, or representative.

5.23 **No Brokers.** Each Party represents and warrants to the other that it has not employed any broker and/or finder to represent its interest in this Agreement. Each Party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, claim, damage, cost, penalty or obligations arising out of a breach of this Section 5.23.

5.24 **Recitals.** The recitals noted on the first page are hereby made a part of this Agreement.

5.25 **Counterparts.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, consists of 16 pages and one (1) Schedule.

5.26 **Common Interest.** LACMTA and City acknowledge and agree that consideration, drafting and negotiation of this Agreement is a mutual undertaking that required the cooperation of LACMTA's, All Vision LLC's and City's respective legal counsel and representatives. LACMTA and City, and their respective advisors and consultants (including, without limitation, All Vision LLC and its respective advisors, consultants and legal counsel), shall work together in confidence, and shall take all reasonable steps to protect the confidentiality of their advice and counsel to the maximum extent permitted by the California Public Records Act (Chapter 3.5 of Division 7 of Title 1 of the California Government Code), applicable law affording privilege to attorney-client communications and work product, and the "Common Interest Doctrine". To the extent consistent with the law, LACMTA and City shall maintain security and control over all

documents and e-mails containing proposals, correspondence, documents, information and data related to the TCN Program and Potential Actions generated by either Party in connection with negotiations ("Confidential Information") and each Party shall ensure that all of its advisors and consultants at any level maintain the confidentiality, security and control over all Confidential Information. To the extent consistent with the law, unless mutually agreed in writing by both LACMTA and City, neither Party will divulge any Confidential Information to the media, any member of the public, or any other party. Notwithstanding any contrary provision, this Section 5.26 is a binding agreement and will survive termination of this Agreement.

*[Signatures on the next page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City: CITY OF LOS ANGELES

By:   
Matthew W. Szabo, City Administrative Officer

1/12/2022

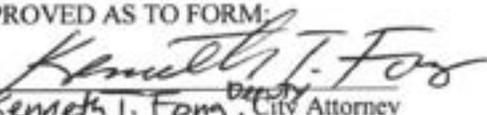
ATTEST:

By: 

2/3/22



APPROVED AS TO FORM:

By: 

Kenneth I. Fong, Deputy City Attorney

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY

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

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA  
County Counsel

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

Ronald W. Stamm  
Principal Deputy County Counsel

[end of signatures]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City: CITY OF LOS ANGELES

By \_\_\_\_\_  
\_\_\_\_\_

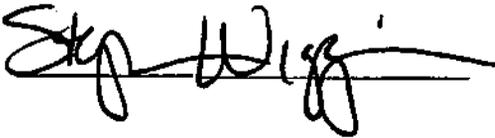
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By: \_\_\_\_\_

APPROVED AS TO FORM:

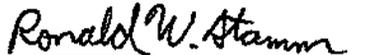
By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY

By  \_\_\_\_\_

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA  
County Counsel

By:   
\_\_\_\_\_  
Ronald W. Stamm  
Principal Deputy County Counsel

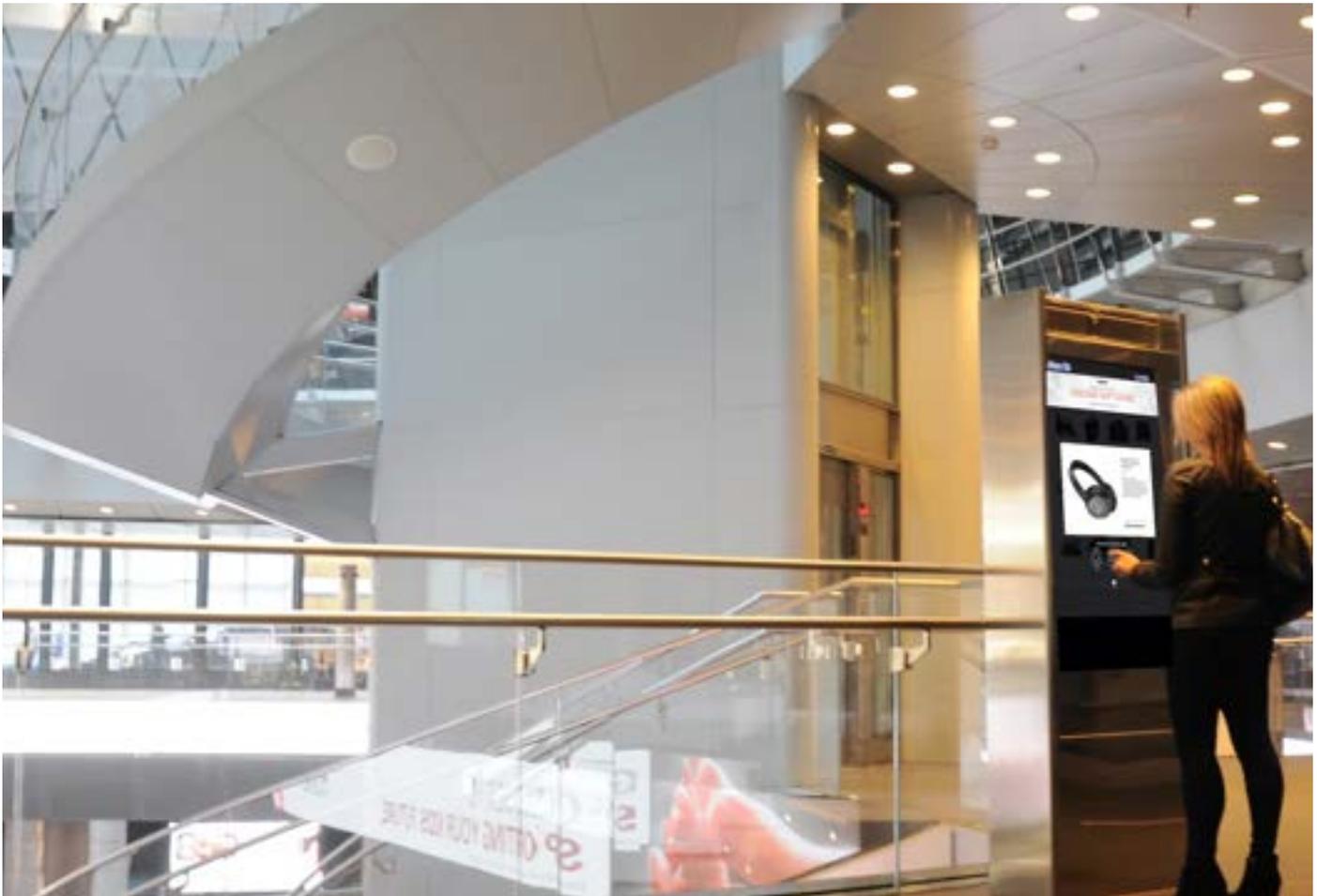
[end of signatures]

## ATTACHMENT C

# Interactive Kiosks and IxNSight Engage your customers on their daily journeys

Interested in advertising?  
Contact us to learn more.

[Contact Us](#)



Intersection's Interactive Transit Kiosks and IxNSight® displays are designed to uniquely engage your target audiences, from contextually relevant messaging delivered on ultra high-reach displays to immersive interactive brand experiences.

Installed in strategic, high dwell-time locations throughout transit systems in Chicago, Philadelphia, Los Angeles, and New Jersey, interactive kiosks and IxNSight displays offer riders real-time arrival, departure, and wayfinding information. Your message is presented alongside this valuable content, getting your brand noticed. In addition, state-of-the-art digital advertising capabilities allow for native integrations into the transit context, encouraging brand engagement.

## Reaching and engaging people in transit

---

**55**minutes

Time spent on journeys between home, work, shopping, and leisure in the U.S.

**71%**

Of consumers interacting with our digital displays have stopped or slowed down to read information on the screens

**850**

Interactive Kiosks and IxNSight displays across seven transit systems

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Source:

U.S. Census; Sachs Insights Report, October 2018

## **Become a trusted part of the commute**

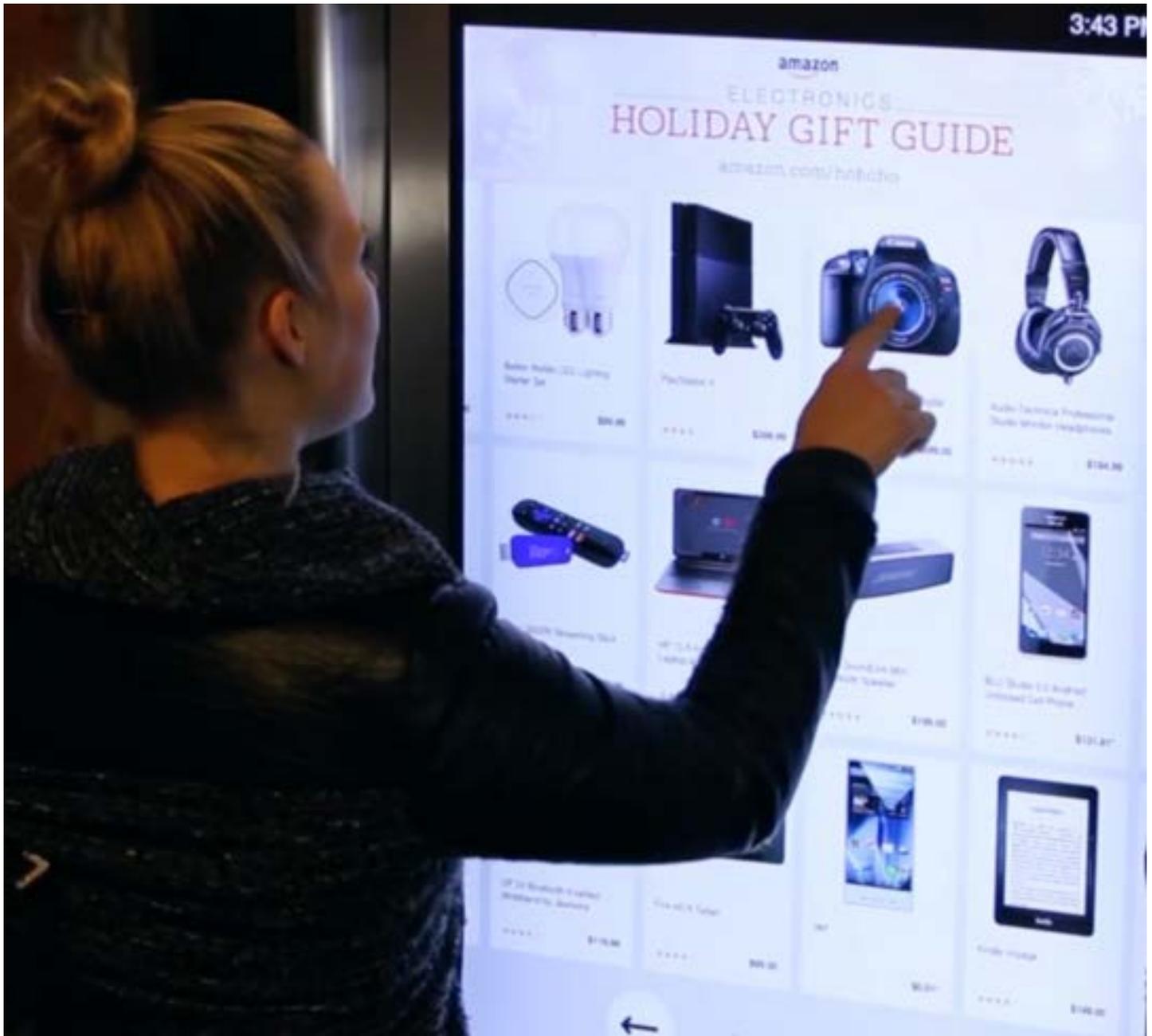
Deliver your message alongside critical data consumers need to inform their journeys, in areas with prime visibility and high consumer dwell time.

## **Maximize brand exposure**

Flexible delivery options include 100% share of voice takeovers on any desired displays to create a “domination” effect for your brand, as well as sequential messaging to literally follow the consumer journey.

## **Be relevant in the moment**

Use real-time data to tailor your message for maximum relevance in the moment. Available data feeds, including local weather, events, maps, traffic, social media, and more, customize and enrich your brand message with the right local context.



## Interactive Kiosks Put your message in the hands of consumers

With interactive advertising capabilities on an immersive touchscreen, interactive kiosks draw people in and let them physically engage with your brand. Create consumer-led interactive experiences that showcase products, deliver offers, capture customer information, push to mobile devices, and more.



## IxNSight Broadcast to capture attention

Perfect for video advertisements and dynamic digital campaigns, Intersection's suite of IxNSight displays capture attention in high-traffic areas at key points in the commuter journey. Content is paired with critical transit information that consumers actively seek out, offering your brand maximum visibility.

# Get in touch to learn more.

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### Headquarters

#### Intersection

10 Hudson Yards, 26th Floor

New York, NY 10001

### Markets

Atlanta

Austin

Boston

Charlotte

Chicago

Las Vegas

Los Angeles

Minneapolis–St. Paul

New Jersey

New York

Philadelphia

Pittsburgh

Portland

San Francisco

Seattle



## Communication from Public

**Name:** Tim Hanson

**Date Submitted:** 12/12/2023 06:04 AM

**Council File No:** 22-0392

**Comments for Public Posting:** We join the Coalition for a Beautiful Los Angeles along with 28 Neighborhood and Community Councils, 24 environmental and community organizations and thousands of Angelenos in opposition to Metro's proposal to install digital billboards along many of the City's busiest freeways and commercial corridors for the following reasons: PLUM amended the Program to reduce takedown of existing billboards from 125 to 50 prior to installation of new digital billboards. This is in contrast to the billboard industry's 2002 offer to remove 2,500 static billboards in exchange for 50 freeway facing digital billboard structures; PLUM amended the Program to allow takedowns of poster board sized signs (200 square feet) instead of takedowns of actual billboards; PLUM amended the Program to increase hours of operation for freeway-facing signs to operate nearly 24-hours per day from 5:00 a.m. to 3:00 a.m.; PLUM opened the door to extending the digital billboard Program to a 30-year contract instead of the recommended 20-year term; Eight of 12 non-freeway facing digital billboards are planned for installation on the City's High Injury Network streets; Digital billboards are planned for parcels identified for housing, within 500 feet of open space and residential uses, and impacting historic resources; There has been no cost/benefit analysis and when asked Metro hasn't responded sufficiently; The City has not included any conditions giving City Council the authority to impose additional corrective measures if the digital billboard impacts can't be mitigated as described in the Program, e.g., are proven to increase accidents, light glare, block visibility, etc. Further, there are no provisions to update to new technologies as they become available over the life of this decades-long Program; The LA Times criticized the City in a Dec. 6 Editorial, letters to the Editor in response on Dec. 10, and in an earlier February, 2023 opinion piece.

## Communication from Public

**Name:** S Boyd

**Date Submitted:** 12/12/2023 06:26 AM

**Council File No:** 22-0392

**Comments for Public Posting:** THANK YOU to Councilmember Raman for voting NO last week -- please continue to oppose this digital billboard program!! Digital billboards are planned for parcels identified for housing, within 500 feet of open space and residential uses, which will impact historic resources. 8 of 12 non-freeway facing digital billboards are planned for installation on the City's High Injury Network streets. The City has not included any conditions giving City Council the authority to impose additional corrective measures if the digital billboard impacts can't be mitigated as described in the Program, e.g., are proven to increase accidents, light glare, block visibility, etc. . We all KNOW these digital billboards are DISTRACTING -- that's why companies want to pay for them and advertise with them!! -- but that doesn't mean we need to accept that fate for Los Angeles. Please protect our City from this URBAN BLIGHT and DANGEROUS PLAN. It's up to you! Thank you, CD4 homeowner Sarah Boyd

## Communication from Public

**Name:** Sara

**Date Submitted:** 12/12/2023 07:52 AM

**Council File No:** 22-0392

**Comments for Public Posting:** Council Member Kevin De Leon: Please reconsider your yes vote on Metro TCN project to install digital billboards throughout the city. This is a matter of visual blight, distracted drivers, as well as light pollution. Metro is planning to place billboards on sites identified as potential locations to build affordable housing. I am confident that you do not want to prioritize crass commercialization over affordable housing. I urge you to vote "no" on Friday, December 15. Sara Hanan 4604 Alumni Ave. Los Angeles, 90041

## Communication from Public

**Name:** John Miller

**Date Submitted:** 12/12/2023 08:24 AM

**Council File No:** 22-0392

**Comments for Public Posting:** I oppose Metro's digital billboard Program and request that you OPPOSE it at Friday's hearing.

## Communication from Public

**Name:** Casey Maddren/Citizens for a Better Los Angeles  
**Date Submitted:** 12/12/2023 09:17 AM  
**Council File No:** 22-0392  
**Comments for Public Posting:** CBLA provides the additional documents linked to in the attachment as a follow-up to its December 11, 2023 letter submitted to the council file. These documents are provided to offer additional information about Metro's relationships to, and the work performed by, the entities Metro has contracted with to construct, maintain and manage advertising assets on Metro property and within the Metro system.



Citizens for a Better Los Angeles

December 12, 2023

Re: Metro Transportation Communication Network,  
Documents Providing Additional Information on Metro's  
Agreements with Entities that Construct and Manage  
Advertising Assets on Metro Property

CBLA provides these additional documents as a follow-up to its December 11, 2023 letter submitted to the council file. These documents are provided to offer additional information about Metro's relationships to, and the work performed by, the entities Metro has contracted with to construct, maintain and manage advertising assets on Metro property and within the Metro system.

Presentation: TRANSPORTATION COMMUNICATION NETWORK, MEMORANDUM [SIC] OF AGREEMENT WITH CITY OF LOS ANGELES, Executive Management Committee, April 2021

<https://drive.google.com/file/d/1H8orFp4Ludd77U2EvwolkPDNIyCawWIH/view?usp=sharing>

Allvision Contract: License to Manage Billboard Advertising on LACMTA Owned Property, ISSUED 04.1 2.10, AMENDED AND RESTATED 11.18.13

[https://drive.google.com/file/d/1WU\\_fHDD1EJhL4FKtugIWwX9trz\\_zYZG3/view?usp=sharing](https://drive.google.com/file/d/1WU_fHDD1EJhL4FKtugIWwX9trz_zYZG3/view?usp=sharing)

Intersection Contract: License to Sell and Display Advertising on Metro Rail System, ISSUED: 03.01.18

[https://drive.google.com/file/d/1n59K5CKqFvkMWSS8nN5Twl\\_0jd6qCNXS/view?usp=sharing](https://drive.google.com/file/d/1n59K5CKqFvkMWSS8nN5Twl_0jd6qCNXS/view?usp=sharing)

## Communication from Public

**Name:** Nicole Siskind

**Date Submitted:** 12/12/2023 09:18 AM

**Council File No:** 22-0392

**Comments for Public Posting:** Please OPPOSE Metro's digital billboard program! Digital billboards are a danger & hazard to driving, and a source of light pollution. They visibly degrade and monetize our public space, and should have no place in our beautiful City. Stand up for our City and oppose all digital billboards.