

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement"), dated April 2, 2014 (the "Effective Date"), is made by the CITY OF COSTA MESA, a municipal corporation ("CITY"), and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, ("FRANCHISEE").

WITNESSETH

WHEREAS, CITY is the fee owner of, or has heretofore acquired an easement for public street purposes over, certain real property within the City of Costa Mesa; and

WHEREAS, FRANCHISEE desires to construct, install, operate and maintain transit shelters with advertising displays at certain bus stops throughout the City of Costa Mesa; and

WHEREAS, CITY desires to permit the construction and maintenance of said transit shelters subject to the terms and conditions hereinafter set forth;

WHEREAS, CITY is authorized to grant a franchise for such purposes pursuant to Costa Mesa Municipal Code Title 19, Chapter II (Ordinance No. 92-9); and

WHEREAS, CITY and FRANCHISEE are parties to that certain Franchise Agreement, dated November 1, 2003, concerning bus shelters located within the City of Costa Mesa (as it may have been, or is hereafter, amended, the "Existing Agreement");

WHEREAS, pursuant to the RFP (as defined below) and in connection with FRANCHISEE'S bid in response thereto, FRANCHISEE has delivered to CITY a cashier's check in the amount of \$10,000.00 (the "Bid Deposit").

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF WORK.

1.01. Performance of a transit shelter advertising program consisting of the maintenance, service and operation of seventy (70) existing transit shelters owned by Franchisee and incorporating advertising displays at various locations throughout the City (the "Advertising Shelters"), and, in addition, maintenance, service and operation of twenty (20) existing non-advertising transit shelters within and owned by the City (the "City Shelters"), plus maintenance of all bus benches and trash receptacles located at bus stops within the City.

1.02. The work is further described in the "Contract Documents" referred to below.

2. CONTRACT DOCUMENTS.

2.01. The complete contract consists of the following documents: this Agreement; Costa Mesa Municipal Code Title 19, Chapter II (Ordinance No. 92-9); Request For Proposals dated August 28, 2013 ("RFP"); the FRANCHISEE'S bid, including related correspondence; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; Faithful Performance Bond certificates of insurance; and all addenda setting forth any modifications or

interpretations of those documents. The documents comprising the complete contract are hereby incorporated by reference and made a part hereof as if set out in full herein and will be referred to as the "Contract Documents".

2.02. All of the Contract Documents are intended to complement one another, so that any work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

2.03. In the event of an inconsistency in this Agreement and any of the attached Attachments, the terms set forth in this Agreement shall prevail. If there is any conflict among the terms and conditions of this Agreement and those of any other Contract Documents, this Agreement shall govern over the Contract Documents.

2.04. The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

2.05 Upon the execution of this Agreement and without the requirement of further action by either Party, the Existing Agreement shall be deemed automatically terminated, except: (i) any provisions of the Existing Agreement that expressly survive the expiration or termination thereof shall continue in accordance with the terms of the Existing Agreement; and (ii) each Party shall retain the obligation to pay to the other Party any amounts having accrued under the Existing Agreement but remaining unpaid as of the date of such termination.

3. SCHEDULE.

3.01. All work shall be performed in accordance with the schedule approved on behalf of CITY by the City and in accordance with the provisions contained within CMMC Section 19-307, "Installation."

4. GRANT OF FRANCHISE.

4.01. CITY does hereby grant to FRANCHISEE a non-exclusive franchise for purposes of constructing, installing, operating and maintaining new transit shelters which incorporate commercial advertising panels at certain bus stops within the City of Costa Mesa pursuant to and in compliance with the Costa Mesa Municipal Code in the manner hereinafter provided. Said franchise shall also include maintenance and repair of all existing non-advertising transit shelters within the City of Costa Mesa. Excluded from the franchise are those certain transit shelters provided by private developers by separate agreement.

5. EQUIPMENT - PERFORMANCE OF WORK.

5.01. FRANCHISEE shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete all aspects of the work including construction, cleaning, and maintenance in a good and workmanlike manner in strict conformity with the plans and specifications approved by the City.

5.02. The equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in the approved plans and specifications to the satisfaction of the Project Manager or his designee, and subject to his approval.

6. COMPENSATION.

6.01 FRANCHISEE shall pay to CITY for said franchise granted herein, the greater of the following: (i) the sum of ninety dollars (\$90.00) per Advertising Shelter per month (the "Minimum Guaranteed Compensation"); or (ii) thirty percent (30%) of the gross advertising revenues less agency commission derived from the Advertising Shelters in the aggregate ("Percentage Revenue").

6.02 Minimum Guaranteed Compensation to CITY shall remain fixed for the term of this Agreement. Upon renewal, if approved, the Minimum Guaranteed Compensation may be increased in each year of the Extension Term (as defined below) based upon the published Consumer Price Index for All Urban Consumers for Los Angeles-Anaheim-Riverside for the year ending in August. Such increase in the Minimum Guaranteed Compensation, if any, in the first year of the Extension Term shall be based solely on the Minimum Guaranteed Compensation payable in the last year of the Initial Term. The provisions of Section 6.1 of the RFP to the contrary notwithstanding, the Minimum Guaranteed Compensation shall not be increased during the Initial Term.

6.03 The total monthly Minimum Guaranteed Compensation shall be due in advance on the first day of each month. Payments reflecting the difference, if any, between Percentage Revenue and Minimum Guaranteed Compensation shall be due on a quarterly basis 30 days from the end of each quarter (each, a "Quarterly Payment"). A quarter shall be based on the calendar year, and quarter end dates shall be March 31, June 30, September 30, and December 31.

6.04 Upon request of FRANCHISEE, an alternative payment plan similar to the foregoing provisions that provides an equivalent revenue stream may be presented to CITY for consideration. The Project Manager and/or Finance Director will determine the acceptability of any alternative payment plan and, if acceptable, the alternative payment plan shall be memorialized in writing and signed by the parties.

6.05 FRANCHISEE shall be charged interest accruing from the date due until paid at the rate of ten percent (10%) per annum for past due payments to the CITY where the payments are more than seven (7) days past the due dates provided herein.

6.06 To account for the Bid Deposit, FRANCHISEE shall be entitled to a credit or credits in the aggregate amount of \$10,000.00 against any amounts owed by FRANCHISEE to CITY hereunder.

7. SECURITY DEPOSIT

7.01. Prior to the commencement of the term of this Agreement, FRANCHISEE shall execute and file with the City Clerk a performance bond payable to the CITY in a sum equal to one thousand dollars (\$1,000) per Advertising Shelter in a minimum aggregate amount of \$70,000. In lieu thereof, FRANCHISEE may deposit said amount in a bank chosen by the CITY whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. Section 1811 et seq.), provided that a certificate of deposit is delivered to the CITY giving CITY the exclusive right to withdraw any or all of said

amount during the term of this Agreement. FRANCHISEE shall be entitled to any and all interest accruing from said certificate of deposit.

7.02. Said sum shall serve as security for faithful performance of all covenants, promises and conditions assumed by FRANCHISEE herein, and may be applied in satisfaction and/or mitigation of damages arising from a default thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of transit shelter operations. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

7.03. In the event any or all of said amounts is applied in satisfaction and/or mitigation of damages FRANCHISEE shall immediately deposit such sums as are necessary to restore the security deposit to the full amount required hereunder.

7.04. Said sum shall be returned to FRANCHISEE upon termination of this Agreement less any amounts that may be withheld therefrom by CITY as heretofore provided.

8. ACCOUNTING RECORDS

8.01. FRANCHISEE shall be required to maintain a method of accounting, to the satisfaction of CITY, which correctly and accurately reflects the gross advertising receipts of FRANCHISEE in connection with this Franchise Agreement. The method of accounting, including bank accounts established for the authorized operations, shall be separate from the accounting system used for any other business operated by FRANCHISEE or for recording FRANCHISEE'S personal financial affairs. Such method shall include the keeping of the following documents:

- A. Regular books of accounting such as general ledgers.
- B. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- C. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by CITY.
- D. Any other reporting records that the City's Finance Director and/or City Manager deems necessary for proper reporting of receipts.

8.02. All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for four (4) years thereafter. In addition, CITY may from time to time conduct an audit and reaudit of the books and business conducted by FRANCHISEE and observe the operation of the business so that accuracy of the above records can be confirmed, provided that City may conduct only one audit or re-audit during any given 12-month period. All information obtained in connection with CITY'S inspection of records or audit shall be treated as confidential information and exempt from public disclosure to the extent permissible under law.

8.03. In the event that an audit or review conducted by the Finance Director and/or Project Manager finds that due to FRANCHISEE'S non-compliance with its obligation to report gross receipts in connection with its operations authorized herein, an actual loss of revenue to CITY can be determined, the Project Manager may, at his option, (1) bill FRANCHISEE for said losses payable to CITY within thirty (30) days following billing therefore unless otherwise extended by the Project Manager, and/or (2) use the Security Deposit as provided for herein; and/or (3) assess liquidated damages as provided below. The parties agree that it may be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of FRANCHISEE to correctly report gross receipts. The parties hereby agree that under such circumstances a reasonable estimate of such damages is 10% of any underpayment revealed by an audit or re-audit.

8.04. The full cost of said audit, as determined by City, shall be borne by FRANCHISEE if either or both of the following conditions exist: 1) the Project Manager finds that the monthly payment due to CITY exceeds five percent (5%) of the total amount which should have been paid as determined by such review or audit and observation, and there is no reasonable basis for the failure to report and pay thereon; or 2) FRANCHISEE has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with the terms of this Agreement. The adequacy of the records shall be determined at the reasonable discretion of CITY'S Finance Director. Any payments pursuant to this Section 8.04 shall be in addition to any penalties or fines authorized by Section 8.03.

8.05. FRANCHISEE shall furnish the CITY'S Finance Department with a quarterly gross receipts report showing the amount payable to CITY along with each Quarterly Payment (if any).

9. TIME OF PERFORMANCE.

9.01. Work is to begin within ten (10) days after the date this Agreement is executed by CITY.

10. TERM.

10.01. The term of this Agreement shall be for five years commencing on the date specified at the beginning of this Agreement (the "Initial Term"). Up to one (1), five (5) year extension (the "Extension Term"), may be requested by FRANCHISEE in accordance with the conditions for renewal as set forth in CMMC Section 19-303(g). Upon application by FRANCHISEE, CITY may grant a renewal on the conditions set forth in CMMC Section 19-303, and adjust the Minimum Guaranteed Compensation as set forth in paragraph 6.02 above, without a bidding process.

11. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK.

11.01. In addition to the default provisions set forth in Section 23 of this Agreement, if FRANCHISEE refuses or fails to perform the work described in Section 5 or any severable part thereof with such diligence to ensure its timely completion, or fails to complete the work on time, the Project Manager may give written notice to FRANCHISEE and FRANCHISEE'S sureties of the intention to terminate this Agreement unless within ten (10) days after the serving of that notice, such conduct

shall cease and satisfactory arrangements for the correction thereof be made, this Agreement may be terminated at the option of CITY.

12. PERFORMANCE BY SURETIES.

12.01. In the event of any termination by CITY, the CITY shall immediately give written notice thereof to FRANCHISEE and FRANCHISEE'S sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY'S giving notice of termination, give the CITY written notice of their intention to take over the performance of this Agreement and must commence performance thereof within five (5) days thereafter. Upon the failure of the sureties to do so, CITY may take over the work and complete it, at the expense of FRANCHISEE, and the sureties shall be liable to CITY for any excess costs or damages incurred by CITY.

13. DISPUTES PERTAINING TO PAYMENT FOR WORK.

13.01. Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the work done, or of any work omitted, or of any extra work which FRANCHISEE may be required to do, or respecting any payment to CITY during the performance of this Agreement, such dispute shall be reasonably decided by the Project Manager, and his/her decisions shall be final and binding upon FRANCHISEE and his sureties.

14. SUPERINTENDENCE BY FRANCHISEE.

14.01. At all times during performance of the work, FRANCHISEE shall have a competent foreman or superintendent on-site during any replacement of a bus shelter by Franchisee, with authority to act for FRANCHISEE.

15. INSPECTION BY CITY.

15.01. FRANCHISEE shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the work. The City shall have the right to review and inspect maintenance activities and ensure that such activities are performed to the satisfaction of the Public Services Director or his designee. If maintenance does not meet City's standard, the Franchisee shall take corrective action within twenty-four (24) hours of notice or compensate the City for maintenance activity incurred.

16. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

16.01 FRANCHISEE has examined the sites of the existing shelters and is familiar with their topography and condition, location of property lines, easements, building lines and other physical factors and limitations, affecting the performance of this Agreement. FRANCHISEE, at FRANCHISEE'S expense, shall obtain any permission necessary for any operations conducted off the premises owned or controlled by city. FRANCHISEE shall be responsible for the proper care and protection of all materials delivered and the work performed until completion and final inspection and acceptance by CITY. The risk of damage to or destruction of materials delivered or work performed shall be borne by FRANCHISEE. No welding except for foundation works shall be permitted at the site. All concrete finishing shall conform to the Standard Specifications for Public Works Construction, latest edition.

16.02. In the event that claims for property damage or bodily injury are presented to CITY arising out of FRANCHISEE'S or any subcontractor's work under this Agreement, CITY shall give notice thereof to FRANCHISEE, and FRANCHISEE shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY.

17. INDEMNIFICATION.

17.01. FRANCHISEE agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property, including, but not by way of limitation, all civil claims, resulting therefrom, arising out of or in any way connected with the performance of this Agreement by Franchisee, except that the indemnity obligation of FRANCHISEE shall be reduced by an amount proportional to the active negligence of CITY and its agents, employees and contractors, if any.

17.02. FRANCHISEE shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and FRANCHISEE shall protect, defend, indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any work performed under this Agreement by FRANCHISEE or any subcontractor or others performing on behalf of FRANCHISEE.

17.03. CITY does not, and shall not, waive any rights against FRANCHISEE which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by FRANCHISEE of any or all of the insurance policies described in Paragraph 18 of this Agreement.

17.04. The hold harmless agreements by FRANCHISEE shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to reasonable attorney fees) incurred or alleged to have been incurred, by reason of the operations of FRANCHISEE or any subcontractor or others performing on behalf of FRANCHISEE, whether or not such insurance policies are applicable. FRANCHISEE shall require any and all subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of FRANCHISEE and shall incorporate identical indemnity provisions in all contracts between FRANCHISEE and his subcontractors.

17.05. In the event that FRANCHISEE and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of FRANCHISEE, or by a dangerous condition of CITY'S property created by FRANCHISEE, FRANCHISEE shall not be relieved of its indemnity obligation to CITY

by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

18. INSURANCE.

18.01. FRANCHISEE shall not commence work under this Agreement until it has obtained all insurance required under this section and the insurance has been approved by CITY, such approval to be given or withheld in the City's reasonable discretion, as to form, amount, and carrier, nor shall FRANCHISEE allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved.

18.02. Neither the failure of FRANCHISEE to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 of this Agreement.

18.03. Workers' Compensation Insurance.

A. FRANCHISEE shall obtain and maintain during the life of this Agreement workers' compensation insurance in statutory amount and, if any work is sublet, FRANCHISEE shall require all subcontractors to similarly obtain and maintain workers' compensation insurance.

B. All certificates of insurance with respect to workers compensation insurance policies shall provide that the insurance may not be cancelled without thirty (30) days' advance written notice of such cancellation to CITY.

18.04. Liability Insurance Coverage.

A. FRANCHISEE shall obtain and maintain during the life of this Agreement the following insurance coverage:

1. Commercial General Liability, including coverage for premises-operations, products/completed operations blanket contractual, broad form property damage, independent contractors, advertising injury and personal injury.

2. Automobile liability, including owned, hired, and non-owned vehicles.

3. All insurance coverages shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence.

4. The policies and insurance certificates shall provide for the following three provisions:

(i) Additional Insured:

"The policy shall provide, via specific or blanket endorsement, that the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the liabilities assumed by FRANCHISEE under the subject franchise agreement."

(ii) Notice:

"Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(iii) Other Insurance:

"Any other insurance maintained by the CITY OF COSTA MESA shall be excess and not contributing with the insurance provided by this policy, but only with respect to the liability assumed by FRANCHISEE under this agreement."

19. PROOF OF INSURANCE.

19.01. The FRANCHISEE shall furnish CITY proof of compliance with the above requirements, in a form reasonably satisfactory to the City Attorney or Risk Manager, prior to commencing operations under this franchise agreement and shall maintain such proof on file with CITY throughout the term of the agreement.

20. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

20.01. Eight (8) hours labor constitutes a legal day's work during any one calendar day. FRANCHISEE shall forfeit fifty dollars (\$50.00) for each workman employed in the execution of this Agreement by FRANCHISEE or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

21. PREVAILING WAGE SCALE.

21.01. FRANCHISEE shall comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

22. TRANSIT SHELTER EVALUATION REPORT

22.01. CITY and FRANCHISEE agree that the overall condition of the transit shelters and the quality of service provided by FRANCHISEE is of primary importance to both parties. CITY will develop a Transit Shelter Evaluation Report to document FRANCHISEE'S performance pursuant to the maintenance criteria specified in Costa Mesa Municipal Code, Title 19, Franchises, Section 19-310, and any standards deemed reasonably necessary for proper maintenance and service under this Agreement.

22.02. CITY'S Transit Shelter Evaluation Report will be completed by an authorized representative(s) of the Director of Public Services after an inspection of the facilities by said representative(s). CITY shall make every reasonable effort to conduct such inspections on a regular basis. 22.03. CITY reserves the right to modify, update, and/or amend the general content and format of the Evaluation Report forms in order to provide for a suitable instrument for the documentation of FRANCHISEE'S performance. CITY shall consult with FRANCHISEE prior to implementing any changes to the Transit Shelter Evaluation Report.

23. DEFAULT

23.01. FRANCHISEE shall be considered to be in default of this Franchise Agreement when any of the following occurs.

A. The abandonment, vacation or discontinuance of transit shelter operations for more than ten (10) consecutive days following written notice from the CITY. Routine vacancies of advertising material shall not be considered discontinued operations.

B. The failure of FRANCHISEE to punctually pay or make the payments herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

C. The failure of FRANCHISEE to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the CITY to correct the condition therein specified.

D. The failure to maintain the transit shelters in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the CITY for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and FRANCHISEE shall have immediately, following receipt of such notice, commenced to perform whatever may be required to cure the particular default and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the CITY.

E. The failure of FRANCHISEE to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the CITY for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and FRANCHISEE shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the CITY.

F. The filing of a voluntary petition in bankruptcy by FRANCHISEE; the adjudication of FRANCHISEE as a bankrupt; the appointment of any receiver of FRANCHISEE'S assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of FRANCHISEE under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive FRANCHISEE permanently of the rights, powers and privileges necessary for the proper conduct and operation of the facilities; the levy of any attachment or execution which substantially interferes with FRANCHISEE'S operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

G. Determination by the CITY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by FRANCHISEE in violation of state and/or federal laws thereon.

H. Transfer of the majority controlling interest of FRANCHISEE to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the CITY.

I. Failure to have submitted schematic plans and/or working drawings on or before the date(s) designated in this Agreement or the Contract Documents for submission thereof.

J. Failure to have commenced required construction or any phase thereof on or before the date designated in this Agreement or the Contract Documents for commencement thereof.

K. Failure to have completed construction on or before the date designated in this Agreement or the Contract Documents for completion thereof.

24. INDEPENDENT CONTRACTOR.

24.01. The performance of FRANCHISEE'S services hereunder shall be in the capacity of an independent contractor and not as an officer, agent or employee of the City of Costa Mesa.

25. LITIGATION

25.01. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

26. DRUG-FREE WORKPLACE POLICY.

26.01. FRANCHISEE, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. FRANCHISEE shall conform to all the requirements of CITY'S Policy No. 100-5, attached hereto as Attachment No. 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

27. PROVISIONS CUMULATIVE.

27.01. The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

28. NOTICES.

28.01. It shall be the duty and responsibility of FRANCHISEE to notify subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

28.02. All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY shall be addressed as follows:

The City of Costa Mesa
77 Fair Drive
Post Office Box 1200
Costa Mesa, California 92628-1200

Attention: Raja Sethuraman, Transportation Services Manager

28.03. Notices required to be given to FRANCHISEE shall be addressed as follows:

Clear Channel Outdoor, Inc.
Attn: Vice President, Real Estate & Public Affairs
19320 Harborgate Way
Torrance, California 90501

With a copy to: Clear Channel Outdoor, Inc.
Attn: Operations Counsel
2325 E. Camelback Road, Ste. 400
Phoenix, Arizona 85016

29. SITE RELOCATION.

29.01. The City reserves the right to require the FRANCHISEE to relocate shelters and/or benches, at FRANCHISEE's sole expense, for the convenience of pedestrians and bus patrons or because of a change in bus stop locations or street widening. The FRANCHISEE shall not relocate or remove a bus shelter or bench without the City's permission.

29.02. The City, on its own accord or upon written request by FRANCHISEE, may require or permit a shelter or bench to be removed or relocated if there is evidence that FRANCHISEE is unable to properly maintain the shelter or bench because of excessive vandalism or any other reasonable cause. For the purpose of this Agreement, "Excessive vandalism" is defined as damage inflicted to an individual shelter during any consecutive six (6) month period, which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the shelter.

30. SHELTER SIGNAGE.

30.1. The FRANCHISEE shall ensure that bus route information and City logo are displayed in and around the shelter.

30.2. The name of the nearest cross street where applicable, shall be placed on the roof face on the end of the shelter closest to such cross street. Minimum letter size for these signs shall be three (3) inches high and two and one half (2-1/2) inches wide.

30.3. The FRANCHISEE shall affix, in a conspicuous area on each

shelter, an owner identification plaque that includes FRANCHISEE's business name and telephone number.

31. SHELTER AND BENCH MAINTENANCE AND REPAIR.

31.1. The FRANCHISEE shall maintain, repair, clean and service all shelters and benches, keeping them, their appurtenances and the immediate surrounding area, in a safe, clean, attractive, and sanitary condition. The FRANCHISEE shall be at liberty to enter upon and into shelters and benches at any reasonable time with personnel and all necessary equipment and materials to provide for the satisfactory maintenance of the shelters and benches. Trash removal at each of the shelters, and cleanup/maintenance of the shelters and benches shall be provided by FRANCHISEE at least twice each week. Each shelter and bus bench shall be completely steam cleaned in accordance with the schedule set forth in Attachment 2 attached hereto.

31.2. In the event of damage, vandalism or graffiti to any Advertising Shelter or City Shelter, within two (2) working days after the earlier of discovery thereof by FRANCHISEE or receipt of notice thereof from the City, FRANCHISEE shall: (i) repair or replace any affected Advertising Shelter; and (ii) repair, but not replace, any affected City Shelter. If the shelter, or bench damage, or vandalism, is such that the public could be exposed to a dangerous situation while in or near the shelter or bench, FRANCHISEE shall repair or, if necessary, remove the entire shelter or bench with twenty-four (24) hours of notification, leaving the site in a safe condition. Following the removal of any Advertising Shelter in accordance with this Section, FRANCHISEE shall replace and make fully operational a new Advertising Shelter at the same location within five (5) working days after removal. The costs of replacing any City Shelter removed in accordance with this Section shall be borne solely by CITY.

31.3. The FRANCHISEE shall furnish to the City a written monthly summary of its shelter and bench maintenance operations with the City of Costa Mesa. All maintenance work and corrective actions shall be performed at the expense of the FRANCHISEE.

31.4. FRANCHISEE's personnel, equipment and/or vehicles shall not block automobile or bicycle travel lanes during any replacement or repair activities unless proper warning signs and traffic delineation devices are properly placed in accordance with the Work Area Traffic Control Handbook (published by Building News, Inc.).

32. ADVERTISING.

32.1. FRANCHISEE shall not be required to submit advertising to CITY for review or approval prior to placing such advertising on any shelter. Following the placement of advertising on any shelter, if the City, in its reasonable discretion, determine that any advertising on any shelter is improper, offensive or constitutes a display that is likely to interfere with, mislead, or distract traffic or conflict with any traffic control system, the FRANCHISEE shall be so advised and FRANCHISEE shall remove such advertising within twenty-four (24) hours after the City serves, by certified mail or fax, written notice thereof.

In addition, no advertising, sign, or devices shall be permitted to be displayed on or about the shelter which:

32.1.1. Display the words "STOP", "DRIVE-IN", "DANGER", or any other word, phrase, symbol or character which, as determined by CITY, may interfere with, mislead or result in directing vehicular traffic.

32.1.2. Contain rotating, revolving, or flashing, lighting devices or any other moving parts, unless approved by the CITY;

32.1.3. Is excessively illuminated, as determined by CITY, in its sole discretion.

32.1.4. In the reasonable discretion of CITY, contains any depiction of any act of an immoral, violent or debasing nature, or otherwise is not in keeping with standards and surrounding locale.

32.1.5. Display the promotion of tobacco or alcoholic products.

33. PUBLIC SERVICE MESSAGES.

33.1. Upon no less than 30 days' advance written notice in each case, FRANCHISEE shall, at least two (2) times per year, for at least ten (10) consecutive calendar days, display at least one (1) public service announcement in lieu of paid advertising in each bus shelter. The FRANCHISEE shall arrange for service and installation of the public service announcements. The City shall be entitled to specify certain public service messages to be displayed and shall approve all public service messages. FRANCHISEE will produce and install 4'x6' posters displaying these public service messages at no cost to the City, except that CITY shall provide at CITY's cost all necessary artwork and copy.

[SIGNATURE PAGE FOLLOWS]



ATTEST:

[Redacted Signature]

City Clerk of the City of Costa Mesa

APPROVED AS TO FORM:

[Redacted Signature]

City Attorney's Office

APPROVED FOR CONTENT:

[Redacted Signature]

Project Manager

CITY OF COSTA MESA

[Redacted Signature]

Mayor of the City of Costa Mesa

FRANCHISEE:

By:

[Redacted Signature]

Greg McGrath

Title: President, Southern Cal. Division

Address: 19320 Harborgate Way
Torrance, CA 90501

Telephone: (310) 755-7200

Attachment No. 1 – Drug Free Work Place Policy
Attachment No. 2 – Shelter Steam Cleaning Schedule

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

MAINTENANCE SCHEDULE OF COSTA MESA AD-SHELTERS

INDEX	STOP NUMBER	ADDRESS	DIR	STREET OF TRAVEL	SIDE	CROSS STREET	UP/CLEANING SCHEDULE	POWER WASHING SCHEDULE	SHELTER QUANTITY	TIN CAN QUANTITY	ELEC. SOURCE	TRAFFIC SIGNAL	SCE	METER	CONFIGURATION
1	1072	303	EB	17TH ST	FS	SANTA ANA AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	W
2	1073	403	EB	17TH ST	FS	TUSTIN AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
3	1077	296	WB	17TH ST	FS	SANTA ANA AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	BB
4	1078	202	WB	17TH ST	NS	ORANGE AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
5	1079	116	WB	17TH ST	VNS	NEWPORT BLVD (300)	TWICE WEEKLY	BI-MONTHLY	1	1	SCE	1		Y	N
6	1099	640	WB	19TH ST	FS	MEYER PL	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			N	BB
7	1103	2802	EB	ADAMS AVE	FS	PLACENTIA AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	RTL
8	1105	1557	EB	ADAMS AVE	OPP	ROYAL PALM DR	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			Y	N
9	1111	1498	WB	ADAMS AVE	NS	HARBOR BLVD	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	RTL
10	1112	1560	WB	ADAMS AVE	FS	ROYAL PALM DR	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
11	1117	502	WB	ANTON BLVD	FS	SAKIOKA DR	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			Y	BB
12	1119	657	WB	ANTON BLVD	FS	PARK CENTER DR	TWICE WEEKLY	BI-MONTHLY	1	3	SCE			N	N
13	1123		EB	BAKER ST	FS	MENDOZA DR	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	BB
14	1125	893	EB	BAKER ST	FS	BEAR ST	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	BB
15	1126	803	EB	BAKER ST	NS	CENTURY PL	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	BB
16	1137	1152	WB	BAKER ST	VNS	FAIRVIEW RD (600)	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			Y	BB
17	1141	3052	NB	BRISTOL ST	FS	PAULARINO AVE	TWICE WEEKLY	BI-MONTHLY	1	2	SCE			Y	BB
18	1142	3302	NB	BRISTOL ST	FS	ANTON BLVD	TWICE WEEKLY	BI-MONTHLY	1	1	PVT.			N	N
19	1143	3392	SB	BRISTOL ST	OPP	TOWN CENTER DR	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	BB
20	1145	3003	SB	BRISTOL ST	NS	BAKER ST	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	RTL
21	5216		SB	BRISTOL ST	FS	SANTA ANA AVE	TWICE WEEKLY	BI-MONTHLY	1	1	SOE			Y	N
22	1155	113	EB	FAIR DR	FS	FAIRVIEW RD	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	BB
23	1163	102	WB	FAIR DR	FS	ENT. FAIRGROUNDS	TWICE WEEKLY	BI-MONTHLY	2	1	CITY	2		N	BB
24	1171	2510	NB	FAIRVIEW RD	FS	FAIR DR	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
25	1173		NB	FAIRVIEW RD	VFS	ARLINGTON DR (300)	TWICE WEEKLY	BI-MONTHLY	2	1	CITY	2		N	N
26	1174	2780	NB	FAIRVIEW RD	NS	EL CAMINO DR/ADAMS AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
27	1175	2998	NB	FAIRVIEW RD	NS	BAKER ST	TWICE WEEKLY	TWICE MONTHLY	1	1	SCE	1		Y	RTL
28	1178	3330	NB	FAIRVIEW RD	FS	SOUTH COAST DR	TWICE WEEKLY	BI-MONTHLY	1	2	CITY	1		N	N
29	1179	3331	SB	FAIRVIEW RD	FS	SUNFLOWER AVE	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			Y	N
30	1181	3321	SB	FAIRVIEW RD	VNS	SOUTH COAST DR (600)	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			N	N
31	1180	3335	SB	FAIRVIEW RD	NS	SOUTH COAST DR	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			N	N
32	1184	2703	SB	FAIRVIEW RD	FS	BAKER ST	TWICE WEEKLY	TWICE MONTHLY	1	1	SCE	1		Y	BB
33	1185	2703	SB	FAIRVIEW RD	NS	ADAMS AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
34	1186	2649	SB	FAIRVIEW RD	VNS	ARLINGTON DR (300)	TWICE WEEKLY	BI-MONTHLY	2	1	SCE			Y	N
35	1187	2601	SB	FAIRVIEW RD	NS	MERRIMAC WAY	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
36	1195	2295	NB	HARBOR BLVD	VFS	WILSON ST (300)	TWICE WEEKLY	TWICE MONTHLY	2	2	CITY	2		N	BB
37	1198	2498	NB	HARBOR BLVD	NS	FAIR DR	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			Y	RTL
38	1200	2668	NB	HARBOR BLVD	NS	PETERSON PL	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			Y	N
39	1201	2798	NB	HARBOR BLVD	NS	ADAMS AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
40	1204	3096	NB	HARBOR BLVD	NS	NUTMEG PL	TWICE WEEKLY	BI-MONTHLY	2	2	CITY	2		N	RTL
41	1205	3192	NB	HARBOR BLVD	NS	GISLER AVE	TWICE WEEKLY	TWICE MONTHLY	1	1	SCE			Y	N
42	1208	3555	SB	HARBOR BLVD	FS	SCENIC AVE	TWICE WEEKLY	BI-MONTHLY	2	2	SCE			Y	BB
43	1209	3511	SB	HARBOR BLVD	NS	SUNFLOWER AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	RTL
44	1210	3305	SB	HARBOR BLVD	NS	SOUTH COAST DR (600)	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
45	1215	2797	SB	HARBOR BLVD	FS	ADAMS AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	RTL
46	1217	2609	SB	HARBOR BLVD	FS	MERRIMAC WAY	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	BB
47	1218	2148	SB	HARBOR BLVD	FS	FAIR DR	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	BB
48	1219	2261	SB	HARBOR BLVD	Opp	ENT. 2300 HARBOR	TWICE WEEKLY	TWICE MONTHLY	1	1	CITY	1		N	BB
49	1231	1599	EB	MACARTHUR BLVD	FS	HYLAND AVE	TWICE WEEKLY	BI-MONTHLY	1	1	SCE			Y	BB
50	1295	2152	NB	PLACENTIA AVE	NS	VICTORIA ST	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N

INDEX	STOP NUMBER	ADDRESS	DIR	STREET OF TRAVEL	SIDE	CROSS STREET	UP/CLEANING SCHEDULE	POWER WASHING SCHEDULE	SHELTER QUANTITY	TRASH CAN QUANTITY	ELEC. SOURCE	TRAFFIC SIGNAL	SCE	METER	CONFIGURATION
51	1314	2900	NB	RED HILL AVE	FS	BRISTOL ST	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
52	1318	3138	NB	RED HILL AVE	FS	BAKER ST	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
53	1319	3160	NB	RED HILL AVE	NS	PAULARINO AVE	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
54	1327	2997	SB	RED HILL AVE	FS	KALMUS DR	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
55	1328	2945	SB	RED HILL AVE	NS	CLINTON ST	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1		N	N
56	1330	1485	EB	SUNFLOWER AVE	FS	HARBOR BLVD	TWICE WEEKLY	BI-MONTHLY	1	1	SCE	1	1	Y	N
57	1334	1199	EB	SUNFLOWER AVE	FS	FAIRVIEW RD	TWICE WEEKLY	BI-MONTHLY	1	1	SCE	1	1	Y	N
58	1336	1099	EB	SUNFLOWER AVE	FS	SMALLEY RD	TWICE WEEKLY	BI-MONTHLY	1	1	SCE	1	1	Y	N
59	1337	99	EB	SUNFLOWER AVE	FS	FUCHSIA ST	TWICE WEEKLY	BI-MONTHLY	1	1	SCE	1	1	Y	N
60	1339	601	EB	SUNFLOWER AVE	FS	PLAZA DR	TWICE WEEKLY	BI-MONTHLY	1	1	SCE	1	1	Y	N
61	1340	675	EB	SUNFLOWER AVE	NS	PARK CENTER DR	TWICE WEEKLY	BI-MONTHLY	1	1	CITY	1	1	N	N
62	1360	508	WB	VICTORIA ST	FS	HARBOR BLVD	TWICE WEEKLY	TWICE MONTHLY	1	1	CITY	1		N	BB
63	1371	499	EB	WILSON ST	FS	HARBOR BLVD (300)	TWICE WEEKLY	TWICE MONTHLY	1	1	SCE	1	1	Y	N
64	1157		EB	DEL MAR AVE	FS	NEWPORT BLVD (300)	TWICE WEEKLY	TWICE MONTHLY	1	1	SCE	1	1	Y	N
TOTAL										70		41	28		

= Hot Spot; two additional TBD.

1216	2697	SB	HARBOR BLVD	NS	MESA VERDE EAST DR	REMOVED
1071	203	EB	17TH ST	FS	ORANGE AVE	REMOVED

MAINTENANCE SCHEDULE OF COSTA MESA NON-AD SHELTERS

INDEX	OCTA STOP NUMBER	ADDRESS	DIR	STREET OF TRAVEL	SIDE	CROSS STREET	TRASH PICK-UP/CLEANING SCHEDULE	POWER WASHING SCHEDULE	NUMBER OF SHELTERS	NUMBER OF TRASH CANS	ELECTRICAL	CONFIGURATION
1	1080		WB	17TH ST	FS	SUPERIOR AVE	TWICE WEEKLY	B-MONTHLY	1	1	NO	N
2	1090		EB	19TH ST	FS	POMONA AVE	TWICE WEEKLY	TWICE MONTHLY	1	1	YES	BB
3	1104		EB	ADAMS AVE	FS	MESA VERDE DR (EAST)	TWICE WEEKLY	B-MONTHLY	1	1	YES	BB
4	1108	1220	WB	ADAMS AVE	FS	FAIRVIEW RD	TWICE WEEKLY	B-MONTHLY	2	1	SCE	N
5	1109		WB	ADAMS AVE	FS	ENT 1250 OUR TOWN APTS	TWICE WEEKLY	B-MONTHLY	1	1	NO	W
6	1136		WB	BAKER ST	NS	GRANT AVE	TWICE WEEKLY	B-MONTHLY	1	1	CITY	BB
7	1140		NB	BRISTOL ST	FS	BAKER ST	TWICE WEEKLY	B-MONTHLY	1	2	NO	N
8	1156		EB	FAIR DR	NS	CIVIC CENTER	TWICE WEEKLY	B-MONTHLY	1	1	YES	BB
9	1188		SB	FAIRVIEW RD	FS	FAIR DR	TWICE WEEKLY	B-MONTHLY	1	1	YES	N
10	1192		NB	HARBOR BLVD	NS	BERNARD ST	TWICE WEEKLY	TWICE MONTHLY	1	2	NO	N
11	1195	2162	NB	HARBOR BLVD	FS	VICTORIA ST	TWICE WEEKLY	TWICE MONTHLY	1	2	CITY	N
12	1203		NB	HARBOR BLVD	NS	BAKER ST	TWICE WEEKLY	B-MONTHLY	1	1	YES	RTL
13	1206		NB	HARBOR BLVD	FS	SOUTH COAST DR	TWICE WEEKLY	B-MONTHLY	1	1	NO	BB
14	1285	1864	NB	PARK AVE	VNS	19TH ST (300)/LAYOVER	TWICE WEEKLY	TWICE MONTHLY	2	3	YES	W
15	1292		NB	PLACENTIA AVE	NS	18TH ST	TWICE WEEKLY	B-MONTHLY	1	2	YES	N
16	1293		NB	PLACENTIA AVE	NS	19TH ST	TWICE WEEKLY	TWICE MONTHLY	1	2	NO	N
17	1299		SB	PLACENTIA AVE	FS	19TH ST	TWICE WEEKLY	TWICE MONTHLY	1	2	NO	N
18	1300		SB	PLACENTIA AVE	FS	18TH ST	TWICE WEEKLY	B-MONTHLY	1	2	YES	N
									TOTAL	20		
										27		

■ = Hot Spot; two additional TBD.

Clear Channel Owned:

19	1071	203	EB	17TH ST	FS	ORANGE AVE	TWICE WEEKLY	MONTHLY	1	1	NO	BB
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MAINTENANCE SCHEDULE OF COSTA MESA BUS BENCHES AND TRASH CANS

INDEX	OCTA STOP NUMBER	ADDRESS	DIR	STREET OF TRAVEL	SIDE	CROSS STREET	TRASH PICKUP/ CLEANING SCHEDULE	POWER WASHING SCHEDULE	BENCH TYPE	BENCH QUANTITY	TRASH TYPE	TRASH QUANTITY	CONFIGURATION
1	1067		EB	17TH ST	FS	PLACENTIA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
2	1068		EB	17TH ST	FS	POMONA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
3	1070		EB	17TH ST	FS	NEWPORT BLVD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
4	1074	481	EB	17TH ST	NS	IRVINE AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
5	1076		WB	17TH ST	FS	TUSTIN AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
6	1081		WB	17TH ST	NS	POMONA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	RTL
7	1091		EB	19TH ST	FS	ANAHEIM AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
8	1097		WB	19TH ST	FS	HARBOR BLVD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
9	1106		EB	ADAMS AVE	FS	HARBOR BLVD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
10	1107		EB	ADAMS AVE	NS	PINECREEK DR	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	BB
11	1113		WB	ADAMS AVE	NS	MESA VERDE DR (EAST)	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
12	1116		EB	ANTON BLVD	FS	PARK CENTER DR	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	W
13	1122		EB	BAKER ST	OPP	COOLIDGE AVE	TWICE WEEKLY	QUARTERLY	CUSTOM	2	CUSTOM	1	RTL
14	1124		EB	BAKER ST	OPP	HYDE CT	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
15	1132		WB	BAKER ST	NS	RANDOLPH AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
16	1133		WB	BAKER ST	NS	JEFFREY DR	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
17	7750		NB	BEAR ST	OPP	SO.COAST DRIVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
18	7751		SB	BEAR ST	FS	SOUTH COAST DR	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
19	1138		NB	BRISTOL ST	FS	RED HILL AVE	TWICE WEEKLY	TWICE MONTHLY	CONC.	1	CONC.	1	N
20	1139		NB	BRISTOL ST	NS	RANDOLPH AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
21	1144		SB	BRISTOL ST	FS	PAULARINO AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
22	1146		SB	BRISTOL ST	FS	BAKER ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
23	1147		SB	BRISTOL ST	FS	RANDOLPH AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
24	1148		SB	BRISTOL ST	VFS	BEAR ST (400')	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
25	1158		EB	DEL MAR AVE	NS	ORANGE AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
26	1161		WB	DEL MAR AVE	NS	ORANGE AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
27	1162		WB	DEL MAR AVE	NS	NEWPORT BLVD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	RTL
28	1168		NB	FAIRVIEW RD	FS	WILSON ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
29	1170		NB	FAIRVIEW RD	FS	YORKTOWN LN	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	N
30	1172		NB	FAIRVIEW RD	OPP	MERRIMAC WAY	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	RTL
31	1176		NB	FAIRVIEW RD	FS	PAULARINO AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
32	1183		SB	FAIRVIEW RD	OPP	PAULARINO AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	N
33	1189		SB	FAIRVIEW RD	FS	LOYOLA RD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
34	1194		NB	HARBOR BLVD	FS	BAY ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
35	1197		NB	HARBOR BLVD	FS	ENT. 2300 HARBOR CENTER	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
36	1199		NB	HARBOR BLVD	NS	MERRIMAC WAY	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
37	1202		NB	HARBOR BLVD	OPP	PONDEROSA ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
38	1207	3599-B	SB	HARBOR BLVD	FS	MACARTHUR BLVD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
39	1211	3203	SB	HARBOR BLVD	VFS	GIBLER AVE (400')	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
40	1212		SB	HARBOR BLVD	FS	NUTMEG PL	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB

INDEX	OCTA STOP NUMBER	ADDRESS	DIR	STREET OF TRAVEL	SIDE	CROSS STREET	TRASH PICK-UP/CLEANING SCHEDULE	POWER WASHING SCHEDULE	BENCH TYPE	BENCH QUANTITY	TRASH TYPE	TRASH QUANTITY	CONFIGURATION
41	1213		SB	HARBOR BLVD		VFS BAKER ST (350)	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
42	1214	2999	SB	HARBOR BLVD		NS PONDEROSA ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
43	1220	2237	SB	HARBOR BLVD		FS WILSON ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
44	1221		SB	HARBOR BLVD		NS VICTORIA ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
45	1222	2047	SB	HARBOR BLVD		OPP BAY ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
46	1223		SB	HARBOR BLVD		OPP FORD RD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
47	1224	1855	SB	HARBOR BLVD		FS 19TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
48	1233		SB	MAIN ST		FS SUNFLOWER AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
49	1234		NB	NEWPORT BLVD		FS 17TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
50	1236		NB	NEWPORT BLVD		FS BROADWAY	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
51	1237		NB	NEWPORT BLVD		FS 19TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
52	1239		NB	NEWPORT BLVD		NS BAY ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
53	1240		NB	NEWPORT BLVD		FS 21ST ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
54	1241		NB	NEWPORT BLVD		NS 22ND ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
55	1242		NB	NEWPORT BLVD		NS 23RD ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
56	1243		NB	NEWPORT BLVD		FS WILSON ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
57	1244		NB	NEWPORT BLVD		NS DEL MAR AVE	TWICE WEEKLY	TWICE MONTHLY	CONC.	1	CONC.	1	N
58	1245		SB	NEWPORT BLVD		FS FAIR DR	TWICE WEEKLY	TWICE MONTHLY	CONC.	1	CONC.	1	N
59	1246		SB	NEWPORT BLVD		FS VANGUARD WAY	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
60	1247		SB	NEWPORT BLVD		FS FAIRVIEW RD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
61	1248		SB	NEWPORT BLVD		FS VICTORIA ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
62	1249		SB	NEWPORT BLVD		NS BAY ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
63	1250		SB	NEWPORT BLVD		FS FORD ROAD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
64	1251		SB	NEWPORT BLVD		FS 19TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
65	1252		SB	NEWPORT BLVD		NS 18TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
66	1257		NB	ORANGE AVE		NS CABRILLO ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
67	1280		NB	ORANGE AVE		NS 19TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
68	1261		NB	ORANGE AVE		NS 120TH ST	TWICE WEEKLY	QUARTERLY	W	1	NONE	0	N
69	1262		NB	ORANGE AVE		FS SIERKS ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
70	1263		NB	ORANGE AVE		NS 21ST ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
71	1264		NB	ORANGE AVE		NS 22ND ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
72	1265		NB	ORANGE AVE		FS 123RD ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
73	1266		NB	ORANGE AVE		FS SANTA ISABEL AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	N
74	1267		NB	ORANGE AVE		FS MONTE VISTA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	WM	1	N
75	1268		NB	ORANGE AVE		NS DEL MAR AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
76	1269		SB	ORANGE AVE		NS MONTE VISTA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
77	1270		SB	ORANGE AVE		FS SANTA ISABEL AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
78	1271		SB	ORANGE AVE		NS 23RD ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
79	1272		SB	ORANGE AVE		NS 22ND ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
80	1273		SB	ORANGE AVE		NS 21ST ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
81	1274		SB	ORANGE AVE		FS BAY ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
82	1276		SB	ORANGE AVE		NS 19TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
83	1280		SB	ORANGE AVE		FS CABRILLO ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
84	1290		NB	PLACENTIA AVE		FS 16TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
85	1291		NB	PLACENTIA AVE		FS 17TH ST	TWICE WEEKLY	QUARTERLY	CONC.	2	CONC.	1	N
86	1294		NB	PLACENTIA AVE		NS 20TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N

INDEX	OCTA STOP NUMBER	ADDRESS	DIR	STREET OF TRAVEL	SIDE CROSS STREET	TRASH PICK-UP/CLEANING SCHEDULE	POWER WASHING SCHEDULE	BENCH TYPE	BENCH QUANTITY	TRASH TYPE	TRASH QUANTITY	CONFIGURATION
87	1296		SB	PLACENTIA AVE	FS WILSON ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
88	1297		SB	PLACENTIA AVE	FS VICTORIA ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
89	1298		SB	PLACENTIA AVE	OPP 20TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
90	1301		SB	PLACENTIA AVE	FS 17TH ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
91	1315		NB	RED HILL AVE	FS CLINTON ST	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	N
92	1322		SB	RED HILL AVE	FS PULLMAN ST	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	N
93	1323		SB	RED HILL AVE	FS MCCORMICK AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	N
94	1325		SB	RED HILL AVE	FS BAKER ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
95	1335	1121	EB	SUNFLOWER AVE	FS WIMBLETON WY	TWICE WEEKLY	QUARTERLY	CONC.	1	WM	1	N
96	1338		EB	SUNFLOWER AVE	NS BEAR ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
97	1341		EB	SUNFLOWER AVE	FS AVE OF THE ARTS	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
98	1349		EB	VICTORIA ST	OPP AMERICAN AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
99	1351		EB	VICTORIA ST	FS PLACENTIA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
100	1352		EB	VICTORIA ST	FS POMONA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
101	1353		EB	VICTORIA ST	OPP MAPLE ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
102	1354		EB	VICTORIA ST	FS HARBOR BLVD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
103	1355		EB	VICTORIA ST	FS THURIN AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	N
104	1356		EB	VICTORIA ST	VNS NEWPORT BLVD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
105	1359		WB	VICTORIA ST	FS COLLEGE AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
106	1361		WB	VICTORIA ST	NS MAPLE ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
107	1362		WB	VICTORIA ST	FS POMONA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
108	1363		WB	VICTORIA ST	FS PLACENTIA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
109	1364		WB	VICTORIA ST	FS NATIONAL AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	NONE	0	BB
110	1365		WB	VICTORIA ST	NS AMERICAN AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
111	1367		EB	WILSON ST	FS PLACENTIA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	W
112	1368		EB	WILSON ST	OPP POMONA AVE (N LEG)	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
113	1369		EB	WILSON ST	FS ANAHEIM AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
114	1370		EB	WILSON ST	VNS HARBOR BLVD (400')	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
115	1373		EB	WILSON ST	OPP COLGATE DR	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
116	8287		WB	WILSON ST	FS FAIRVIEW RD	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	BB
117	1376		WB	WILSON ST	OPP COLLEGE AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	2	N
118	1377		WB	WILSON ST	FS HARBOR BLVD	TWICE WEEKLY	TWICE MONTHLY	CONC.	2	CONC.	2	N
119	1378		WB	WILSON ST	NS MAPLE ST	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
120	1379		WB	WILSON ST	NS MEYER PL	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
121	1380		WB	WILSON ST	NS POMONA AVE	TWICE WEEKLY	QUARTERLY	CONC.	1	CONC.	1	N
									TOTAL	124	TOTAL	110

= Hot Spot



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. 5555 San Felipe, Suite 1500 Houston, TX 77056-3089	1-832-476-6000 CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Clear Channel Outdoor, Inc. c/o 200 East Basse Rd. San Antonio, TX 78209	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: INSURANCE CO OF THE STATE OF PA</td> <td></td> <td>19429</td> </tr> <tr> <td>INSURER B: NEW HAMPSHIRE INS CO</td> <td></td> <td>23841</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: INSURANCE CO OF THE STATE OF PA		19429	INSURER B: NEW HAMPSHIRE INS CO		23841	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES	CERTIFICATE NUMBER: 36617783	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL 6819413	11/01/13	11/01/14	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 6579520 (AOS)	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC 026020478 (AOS)	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Costa Mesa and its elected and appointed boards, officers, agents and employees are listed as additional insureds on the GL and Auto policy, and such coverage shall be primary and non contributory, but only to extent of the liability assumed by the Named Insured under written contract. Workers Compensation coverage is evidenced for employees of the Named Insured only. Waiver of Subrogation in favor of Certificate Holder as required by written contract.

**WC5898902 (MN), WC5898903 (CA) Replaces Certificate #2195838 Dated: 11/09/04

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Southwest, Inc.
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