



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

September 19, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

TOTALLY AGAINST GRAFFITI (TAG) CAMPAIGN ALL SUPERVISORIAL DISTRICTS 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the "Totally Against Graffiti (TAG) Campaign" meets the social needs of the County.
2. Approve the enclosed agreement to allow the County through the Graffiti Abatement Program to continue its participation in the KCBS FM Marketing (a division of Infinity Broadcasting, Viacom), TAG Campaign. This agreement will be for a period of one year commencing upon Board approval with two 1-year options not to exceed a total contract period of three years.
3. Instruct the Chairman to sign this agreement.
4. Authorize Public Works to encumber an annual amount not to exceed \$492,000.
5. Delegate authority to the Director of Public Works to renew this agreement for the two 1-year renewal options, if funding is available, and if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 28, 1993, under the leadership and direction of the Board, Public Works implemented a Countywide zero tolerance anti-graffiti effort. The plan is a broad-based, interjurisdictional effort to combat serious blight on urban landscape and includes physical clean up efforts, legislative strategies, law enforcement and judicial intervention, a proactive public information campaign, as well as focused diversion and prevention efforts.

Graffiti is not a simple problem and there is not a simple solution. It is not just writing on the wall; it is, in fact, an indicator of urban decay and crime. The costs are enormous, and it is not something that should be minimized. The greatest volume of graffiti vandalism has little to do with art and stems from larger and more complex problems in society. Among these is the breakdown or absence of family structure; the lack of values education for the very young; and the inability of the system to convey, promote, and enforce such fundamentals as parental responsibility, respect for authority, respect for property, and pride in the community. Educating elementary school children and youth is a proactive and preventive method of eradicating graffiti.

KCBS FM Marketing has developed and successfully executed a strategic integrated marketing program called the "Totally Against Graffiti Campaign" which includes collaboration with corporate sponsors. This highly publicized TAG Campaign utilizes a powerful education and reward program at the school level to motivate students and the community to work together to fight the occurrence of graffiti.

KCBS FM Marketing is a strong sales, marketing, and promotions agency owned by Infinity Broadcasting, Viacom. As Viacom's top full-service agency, KCBS FM Marketing can provide insider access to Viacom-owned media properties (broadcast and cable television, radio, and outdoor), programming, news, and creative departments.

KCBS FM Marketing has developed strong relationships with each of the Viacom properties and is able to: (1) create synergistic programs for an effective multifaceted TAG Campaign; (2) design and execute programs across each media property to leverage the power of the program's message; and (3) leverage the turn-key benefits of each Viacom property through an internal communication network, unmatched in the media world.

Last year, the County contributed \$292,000 to the KCBS FM Marketing anti-graffiti program. Other participants to the program contributed another \$1.2 million to the program. KCBS FM Marketing anticipates obtaining even greater financial contributions for this year.

This recommended agreement will continue the County's participation in the TAG Campaign with KCBS FM Marketing and will assist the County in reaching the public with promoting the County's educational message, enhance the County's image as a leader in the anti-graffiti education area, and highlight how the County is contributing to the quality of life of residents in Southern California. Over 800,000 printed materials (posters, fliers, press releases, and stickers) will be produced which will include the statement "A message brought to you by the County of Los Angeles Board of Supervisors," bearing the County logo.

Implementation of Strategic Plan Goals

This agreement is consistent with the County's Strategic Plan Goal, of improving Children and Families' Well Being. The TAG Campaign will affect the well being of all living in the affected areas. Prevention and timely removal of graffiti addresses urban blight to enhance the quality and attractiveness of neighborhoods for residents and businesses.

FISCAL IMPACT/FINANCING

The total annual amount of these services will not exceed \$492,000. Funds are available in Public Works' 2002-03 General Funds Budget Graffiti Abatement Program (\$350,000), Flood Control District (\$71,000), and Road Fund (\$71,000). This agreement will commence upon Board approval and continue for a period of one year. With the Board's delegated authority, the Director may renew this agreement for the two 1-year options, not to exceed a total contract period of three years, if funding is available, and if, in the opinion of the Director, renewal is warranted. This agreement maybe cancelled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to KCBS FM Marketing.

The Honorable Board of Supervisors
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This agreement for the TAG Campaign is authorized under Government Code Section 26227 which requires the Board to find that this educational program meets the social needs of the County. KCBS FM Marketing has properly executed this agreement and County Counsel has approved it as to form.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this agreement will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of the contract signed by the Chairman. Please return the signed copy for KCBS FM Marketing to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

VJH:js
A:\TAG Campaign.wpd

Enc.

cc: Chief Administrative Office; County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2002, between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as ACOUNTY,” and KCBS FM Marketing, a division of Infinity Broadcasting/Viacom, hereinafter referred to as AKCBS FM

WITNESSETH

WHEREAS, On September 28, 1993, under the leadership and direction of the Board of Supervisors of said County, the County of Los Angeles Department of Public Works was instructed to implement a Countywide zero tolerance anti-graffiti effort. The plan is a broad-based, interjurisdictional effort to combat serious blight on the urban landscape, and includes physical clean up efforts, legislative strategies, law enforcement and judicial intervention, a proactive public information campaign, as well as focused diversion and prevention efforts; and

WHEREAS, Public Works=Program is a leader in zero tolerance; and

WHEREAS, KCBS FM has developed and successfully executed the Totally Against Graffiti Program (TAG). The TAG Program is designed as an integrated, educational, and community outreach program in the unincorporated areas in the County; and

WHEREAS, KCBS FM in collaboration with corporate sponsors, has developed a highly publicized and powerful education and reward program at the elementary school level that motivates students and the community to work together to fight the occurrence of graffiti; and

WHEREAS, KCBS FM is the key component in bringing all the elements together to execute the TAG Program, address the Graffiti Abatement directives of the County, tie in the community and properly target the youth culture (our target market) to make a difference in the fight against graffiti; and

WHEREAS, KCBS FM has already conducted all the research that uncovered important facts that are valuable to the County when launching a program targeting the youth culture. It is this research that helps the County efficiently meet their Graffiti Abatement directives; and

WHEREAS, the County has previously contributed funds to the TAG Program to assist the County in meeting the social needs of its residents by taking a leadership role in this highly publicized and powerful program; and

WHEREAS, the County wishes to continue its participation in the TAG Program at an enhanced level.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by KCBS FM and County, and of the promises herein contained, it is hereby agreed as follows:

A. KCBS FM AGREES TO

1. Coordinate all the elements of the TAG Program.
2. Provide creative development which includes printing of posters, fliers, calendars, stickers, signs, development of television on-air graphics/slides, and radio commercials (Appendix A).
3. Provide public relations and press release services (Appendix B).
4. Provide an event/destination sponsorship opportunity (Appendix C).
5. Provide a unique grass roots marketing program that opens the door for the County to have a presence at community events, concerts, sporting events, grand openings, and other lifestyle events in the County via the TAG RV (Appendix D).
6. Provide a detailed media plan which includes promoting the County's support of the TAG Program and the fight against graffiti with the goal of reaching the community in a continuous manner (Appendix E).
7. Provide an experience management team, with expertise in implementing a program of this size, to manage all the details of the TAG Program (Appendix F).
8. Secure relationship with Los Angeles County Department of Education, various unified school districts, principals, and individual school personnel (Appendix G).
9. Include County seal logo on all TAG Program printed material.

B. COUNTY AGREES TO

1. Make the following contributions to KCBS FM upon KCBS FM completing the following organization and general management related milestones:
 - a. Provide samples of posters, fliers, calendars, television on-air graphics/slides, radio commercials, stickers, and signs (Appendix A). Contribution not to exceed \$143,425.

- b. Provide a detailed press release schedule (Appendix B). Contribution not to exceed \$38,876.
 - c. Provide a detailed list of community outreach opportunities and calendar of events for special appearance marketing (Appendix C). Contribution not to exceed \$14,000.
 - d. Provide a detailed execution plan and recap of the launch of the TAG RV (events, copy points for commercials, website, staff, and painting of TAG RV) (Appendix D). Contribution not to exceed \$192,000.
 - e. Provide a detailed media plan and Added value@ opportunities with media partners (Appendix E). Contribution not to exceed \$55,800.
 - f. Provide an experienced management team to manage all the details of the TAG Program (Appendix F). Contribution not to exceed \$52,000.
2. Provide a list of all County schools and their geographic locations in all five Supervisorial Districts.

C. COUNTY AND KCBS MARKETING MUTUALLY AGREE AS FOLLOWS

- 1.1 All TAG Program materials which include the use of the names and/or emblems of KCBS FM and County shall be reviewed and approved in writing by the respective parties. All use of the names and/or emblems shall be consistent with the graphic standards of the respective parties;
- 2. County's total obligation under the terms of this Agreement shall not annually exceed \$492,000; and for each subsequent year, if funding is available;
- 3. This Agreement will commence upon approval by County's Board of Supervisors, and continue for a period of one year. At the discretion of the County, this Agreement may be extended in increments of one year, not to exceed a total contract period of three years. The County, acting through the Director of Public Works, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Agreement may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the KCBS FM.
- 4. This Agreement can only be amended by mutual written consent of both KCBS FM and County;

5. KCBS FM shall indemnify, defend, and hold harmless County, its special districts administered by County, their elected and appointed officers, employees, and agents, from and against any and all liability, expense, including defense costs and legal fees, claims and causes of action for damages of any nature whatsoever, including but not limited to, bodily injury, death and/or property damage, arising from or connected with any act or omission of KCBS FM with respect to the TAG Program and this Agreement.

D. INSURANCE

Without limiting KCBS FM's indemnification of the County and during the term of this Agreement, KCBS FM shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at KCBS FM's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County as specified shall be delivered to Administrative Services Division, Attention Valerie Hill, P.O. Box 1460, Alhambra, California 91802-1460. Such certificates or other evidence shall:
 - a. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - b. Include copies of the additional insured endorsement to the commercial general and automobile liability policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
2. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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|---|-------------|
| General Aggregate: | \$2 million |
| Products/Complete Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |
3. Automobile Liability insurance (written on ISO policy form CA 0001 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance

shall include coverage for Aall owned@,@ nonowned,@ and Ahired vehicles@, or coverage for Aany auto.@ (Can be met by a combination of primary and excess insurance coverage.)

E. MISCELLANEOUS

1. Commitment to Child Support Enforcement. KCBS FM acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. KCBS FM understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at ARTIST-S place of business. County's District Attorney will supply KCBS FM with the poster to be used.
2. Jury Service Program. This Agreement is subject to the provisions of the County-s ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless KCBS FM has demonstrated to the County-s satisfaction either that KCBS FM is not a AContractor@defined under the Jury Service Program (Section 2.203.020 of the County Code) or that KCBS FM qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), KCBS FM shall have and adhere to a written policy that provides that its employees shall receive from the KCBS FM, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the KCBS FM or that the KCBS FM deduct from the employee-s regular pay, the fees received for jury service.

For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has an agreement with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of KCBS FM. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

If KCBS FM uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of the Jury Service Program. The provisions of these Jury Service Program provisions shall be inserted into any such subcontract agreement.

If KCBS FM is not required to comply with the Jury Service Program when this Agreement commences, KCBS FM shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and KCBS FM shall immediately notify County if KCBS FM at any time either comes within the Jury Service Program's definition of "Contractor" or if KCBS FM no longer qualifies for an exception to the Jury Service Program. In either event, KCBS FM shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Agreement and at its sole discretion, that KCBS FM demonstrate to the County's satisfaction that KCBS FM either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that KCBS FM continues to qualify for an exception to the Jury Service Program.

KCBS FM's violation of the Jury Service Program provisions of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar KCBS FM from the award of future County contracts for a period of time consistent with the seriousness of the breach. All other prices, terms, conditions, requirements, and specifications of the original Agreement shall remain in effect and unchanged.

3. Termination for Improper Consideration. County may, by written notice to KCBS FM immediately terminate the right of KCBS FM to proceed under this Agreement if it is found that consideration, in any form, was offered or given by KCBS FM, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement, or securing favorable treatment with respect to the award, amendment or extension of this Agreement, or the making of any determinations with respect to KCBS FM performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against KCBS FM as it could pursue in the event of default by KCBS FM. KCBS FM shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts.
4. Compliance with the laws. KCBS FM agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. KCBS FM agrees to indemnify and hold harmless the County from any loss, damage, or

liability resulting from a violation on the part of KCBS FM of such laws, rules, regulations, or ordinance.

5. Notices. Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Administrative Services Division
Dawnna B. Lawrence, Chief
900 South Fremont Avenue
Alhambra, CA 91803

KCBS/FM

Danielle Mosher
KCBS FM Marketing
6121 Sunset Boulevard
Hollywood, CA 90028

The address for notice may be changed by giving notice pursuant to this paragraph.

6. ENTIRE AGREEMENT

This document constitutes the entire agreement between County and KCBS FM and may be modified only by further written agreement/amendment between the parties hereto.

G. GOVERNING LAWS

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

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the KCBS FM has hereunto subscribed its name by and through its officers thereunto duly authorized as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

AGREED:

KCBS FM MARKETING, a division of Infinity Broadcasting/Viacom

By _____
BOB MOORE, VICE PRESIDENT
AND GENERAL MANAGER