

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to the Agreement (“Amendment”) is made as of December 14, 2015, in San Francisco, California, by and between JCDecaux San Francisco, LLC (“CONTRACTOR”), and the City and County of San Francisco, a municipal corporation (“CITY”), acting by and through its Public Works Department.

RECITALS

WHEREAS, CITY and CONTRACTOR have entered into the Agreement;

WHEREAS, At least one provider of Personal Wireless Services in San Francisco has requested that CONTRACTOR allow it to install Personal Wireless Service Facilities on one or more of its Public Service Kiosks;

WHEREAS, CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth in this Amendment to enable CONTRACTOR to allow the installation of Personal Wireless Service Facilities on certain of the Public Service Kiosks identified in the Agreement;

WHEREAS, At least one Personal Wireless Service in San Francisco has informed CITY of its need to increase the number of Personal Wireless Service Facilities in the downtown area in order to provide adequate service to its customers attending certain of the festivities in San Francisco related to Superbowl 50;

WHEREAS, CITY and CONTRACTOR have determined that certain of CONTRACTOR’s Public Service Kiosks are resources that could be used for this purpose; and

WHEREAS, CITY and CONTRACTOR have determined that the use of certain of CONTRACTOR’s Public Service Kiosks for this purpose for a limited period of time is an additional public service that may be approved by the Director of Public Works pursuant to Section 5.10D of the Agreement;

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the First Amended and Restated Automatic Public Service Toilet and Public Service Agreement between CITY and CONTRACTOR approved by the Board of Supervisors on December 11, 1998.

1b. Personal Wireless Service. The term “Personal Wireless Service” shall mean commercial mobile radio services, unlicensed wireless services, and common carrier wireless exchange access services.

1c. Personal Wireless Service Facilities. The term “Personal Wireless Service Facilities” shall mean antennas and equipment used to provide, or to facilitate the provision of, Personal Wireless Service.

1d. Utility Conditions Permit. The term “Utility Conditions Permit” shall mean a permit issued to a telecommunications provider under Section 11.9 of the San Francisco Administrative Code.

1e. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 5.10.G. Installation of Personal Wireless Service Facilities. Section 5.10.G is hereby added to the Agreement to read in its entirety as follows:

Section 5.10.G. Installation of Personal Wireless Service Facilities.

1. CITY hereby authorizes CONTRACTOR to allow any entity that has obtained a Utility Conditions Permit to install and maintain the Personal Wireless Service Facilities meeting the specifications set forth in Appendix H to this Agreement on the Public Service Kiosks identified in Appendix I to this Agreement. As shown in Appendix J attached hereto, the Planning Department has determined that the installation of these Personal Wireless Service Facilities on the Public Service Kiosks is categorically exempt under the California Environmental Quality Act.

2. As all required permits have previously been obtained for the installation of the Public Service Kiosks identified in Appendix I to this Agreement, no further permits are required for the installation of such Personal Wireless Service Facilities on such Public Service Kiosks. CONTRACTOR agrees to pay to the CITY a one-time payment in the amount of Twenty Thousand Dollars (\$20,000) upon execution of this Agreement.

3. As shown in Appendix K attached hereto, the Department of Public Health has determined that human exposure to radio frequency emissions from the Personal Wireless Service Facilities meet the requirements promulgated by the Federal Communications Commission.

2b. Section 7.25. Consideration of Criminal History in Hiring and Employment Decisions. Section 7.25 is hereby added to the Agreement to read in its entirety as follows:

Section 7.25. Consideration of Criminal History in Hiring and Employment Decisions.

a. CONTRACTOR agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. CONTRACTOR shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. CONTRACTOR’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. CONTRACTOR or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant’s or potential applicant for employment’s, or employee’s: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. CONTRACTOR or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (d) above. CONTRACTOR or Subcontractor shall not require such disclosure or make such inquiry until either

after the first live interview with the person, or after a conditional offer of employment.

f. CONTRACTOR or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the CONTRACTOR or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. CONTRACTOR and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the CONTRACTOR or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. CONTRACTOR understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

2c. Section 7.26. First Source Hiring Program. Section 7.26 is hereby added to the Agreement to read in its entirety as follows:

Section 7.26 First Source Hiring Program.

- a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.
- b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the CONTRACTOR shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. CONTRACTOR shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

- 1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.
- 2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- 3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

- 4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
 - 5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
 - 6) Set the term of the requirements.
 - 7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
 - 8) Set forth the CITY's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
 - 9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.
- c. Hiring Decisions. CONTRACTOR shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.
- d. Exceptions. Upon application by CONTRACTOR, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.
- e. Liquidated Damages. CONTRACTOR agrees:
- 1) To be liable to the CITY for liquidated damages as provided in this section;
 - 2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
 - 3) That CONTRACTOR's commitment to comply with this Chapter is a material element of the CITY's consideration for this contract; that the failure of the contractor to comply with the contract

provisions required by this Chapter will cause harm to CITY and the public which is significant and substantial but extremely difficult to quantify; that the harm to CITY includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that CITY suffers as a result of the CONTRACTOR's failure to comply with its first source referral contractual obligations.

- 4) That the continued failure by a CONTRACTOR to comply with its first source referral contractual obligations will cause further significant and substantial harm to CITY and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that CITY suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- 5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
 - (a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
 - (b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to CITY by the failure of CONTRACTOR to comply with its first source referral contractual obligations.

6) Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by CONTRACTOR shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

2d. Section 7.27. Cooperative Drafting. Section 7.27 is hereby added to the Agreement to read in its entirety as follows:

Section 7.27. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

2e. Section 7.28. Protection of Private Information. Section 7.28 is hereby added to the Agreement to read in its entirety as follows:

Section 7.28. Protection of Private Information. CONTRACTOR has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. CONTRACTOR agrees that any failure of CONTRACTOR to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the CITY may terminate the Agreement or bring a false claim action against the CONTRACTOR pursuant to Chapter 6 or Chapter 21 of the Administrative Code.

2f. Section 7.29. Limitations on Contributions. Section 7.29 is hereby added to the Agreement to read in its entirety as follows:

Section 7.29. Limitations on Contributions. Through execution of this Agreement, CONTRACTOR acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with CITY for the rendition of personal services, for the furnishing of any material, supplies, or equipment, for the sale or lease of any land or building, or for a grant, loan, or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, or the board of

a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. CONTRACTOR acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. CONTRACTOR further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of CONTRACTOR's board of directors; CONTRACTOR's chairperson, chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than 20 percent in CONTRACTOR; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by CONTRACTOR. Additionally, CONTRACTOR acknowledges that CONTRACTOR must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. CONTRACTOR further agrees to provide to CITY the names of each person, entity, or committee described above.

2g. Section 7.30. Prohibition on Political Activity with City Funds. Section 7.30 is hereby added to the Agreement to read in its entirety as follows:

Section 7.30. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, CONTRACTOR may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. CONTRACTOR agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event CONTRACTOR violates the provisions of this section, CITY may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit CONTRACTOR from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider CONTRACTOR's use of profit as a violation of this section.

2h. Section 7.31. Preservative-treated Wood Containing Arsenic. Section 7.31 is hereby added to the Agreement to read in its entirety as follows:

Section 7.31. Preservative-treated Wood Containing Arsenic. CONTRACTOR may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal

copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude CONTRACTOR from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

2i. Appendices H and I. Appendices H, I, and J attached hereto are hereby added to the Agreement to read in their entirety as contained therein.

2j. Section 1.14. Insurance. Section 1.14 Insurance of the Agreement currently reads as follows:

- A. Insurance Policies. CONTRACTOR shall maintain in force, during the Full term of this Agreement, insurance as follows:
- (1) Workers' Compensation, with Employers' Liability limits not less than One Million Dollars (\$1,000,000) each accident;
 - (2) Commercial General Liability Insurance, including all coverages contained in an unamended I.S.O. 1988 Occurrence Form with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit Bodily Injury and Property Damage. Such form includes Contractual Liability, Personal Injury, Advertising Liability, Broad Form Property Damage, Products and Completed Operations coverages; and
 - (3) Comprehensive Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit Bodily Injury and Property Damage, including owned, non-owned and hired auto coverages, as applicable.
 - (4) Excess Liability Coverage following the provisions of the insurance referred to in clauses (1), (2) and (3) above in the amount of Five Million Dollars (\$5,000,000) per occurrence, Combined Single limit, and Five Million Dollars (\$5,000,000) in the aggregate for each annual policy period.
- B. Endorsements. Commercial General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:
- (1) To name as additional insureds with respect to the operations of CONTRACTOR under this Agreement, the CITY and County of San Francisco, its Department of Public Works, San Francisco Port Authority, and San Francisco Recreation and Park Department, and their officers, agents, and employees, and,
 - (2) To provide that such policies are primary insurance to any other

insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

- C. Notice. All policies shall be endorsed to provide that there will be thirty (30) days advance written notice to CITY of cancellation, non-renewal or reduction in coverage, which shall be mailed to the following address:

Director of Public Works
Bureau of Street-Use and Mapping
875 Stevenson Street, Room 460
San Francisco, California 94103
Attention: Manager of the Bureau of Street Use and Mapping

- D. Condition Precedent. Certificates of insurance, satisfactory to CITY, evidencing all coverages above, shall be furnished to CITY before the Original Effective Date of this Agreement, with complete copies of policies to be delivered to CITY upon its request.
- E. Approval by CITY. Approval of insurance contracts required under this Agreement shall not relieve CONTRACTOR, its subcontractors, consultants, successors or assigns, from the obligation to indemnify and hold harmless, the CITY pursuant to Section 1.16, Hold Harmless and Indemnification, of this Agreement.
- F. Copies of Policies and General Provisions. If at any time during the term of this Agreement CONTRACTOR fails to maintain the required insurance in full force and effect, CONTRACTOR shall discontinue immediately all work under the Agreement and shall not resume work until authorized by the Department of Public Works after having given proper notice that the required insurance has been restored to full force and effect and that the premiums therefor have been paid and are current.
- G. Insurers. The insurance required herein shall be placed in a company or companies having policy holders' surplus of not less than ten (10) times the amount of coverage required hereunder.
- H. Breach. In the event of any uncured breach of any provision of this Section 1.14 Insurance, or in the event that any insurance coverage required by this Agreement is canceled or diminished in any way, during any period that any insurance coverage or endorsements required under this Section 1.14 is not in effect, CITY, in addition to any other remedies available under this Agreement or by law, and notwithstanding any other provision of this Agreement to the contrary, shall have the option, upon notice to the CONTRACTOR, to suspend the further exercise by CONTRACTOR of all rights and privileges granted to CONTRACTOR under this Agreement until such coverage is provided.

Such section is hereby amended in its entirety to read as follows:

Section 1.14. Insurance.

- a. Without in any way limiting CONTRACTOR's liability pursuant to the "Hold Harmless and Indemnification" section of this Agreement, CONTRACTOR must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
 - 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
 - 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
 - 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
 - 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. All policies shall be endorsed to provide thirty (30) days' advance written notice to CITY of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the CITY address set forth in the Section entitled "Notices to the Parties."
- d. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until CITY receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, CITY may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- f. Within thirty (30) days of the effective date of this Amendment, CONTRACTOR shall furnish to CITY certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to CITY, in form evidencing all coverages set forth above. Approval of the insurance by CITY shall not relieve or decrease CONTRACTOR's liability hereunder.

- g. If CONTRACTOR will use any subcontractor(s) to provide Services, CONTRACTOR shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and CONTRACTOR as additional insureds.

2k. Section 7.02. Conflict of Interest. Section 7.02 Conflict of Interest of the Agreement currently reads as follows:

Section 7.02. Conflict of Interest. CONTRACTOR states that it is familiar with provisions of Section 8.105 of the Charter of City, and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts, which constitute a violation of, said provisions.

Such section is hereby amended in its entirety to read as follows:

Section 7.02. Conflict of Interest. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify CITY if it becomes aware of any such fact during the term of this Agreement.

- 3. Effective Date.** Each of the modifications set forth in this Amendment shall be effective on the date this Amendment has been fully executed by the parties.
- 4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

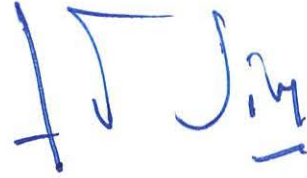
IN WITNESS WHEREOF, CONTRACTOR and CITY have executed this Amendment as of the date first referenced above.

CITY AND COUNTY OF SAN FRANCISCO

JCDECAUX SAN FRANCISCO LLC



Mohammed Nuru
Director, Public Works



Francois Nion
COO

Approved as to Form:

Dennis J. Herrera
City Attorney



Bernard Parisot
Co-CEO



Paul Ryan
CFO

By:



William K. Sanders
Deputy City Attorney

City vendor number:

Appendix H: Specifications for Personal Wireless Service Facilities

Appendix I: Locations of Public Service Kiosks

Appendix J: Planning Department CEQA Categorical Exemption Determination

Appendix K: Department of Public Health Report Radio Frequency Report

Appendix H: Specifications for Personal Wireless Service Facilities

1. Pilot Project Description:

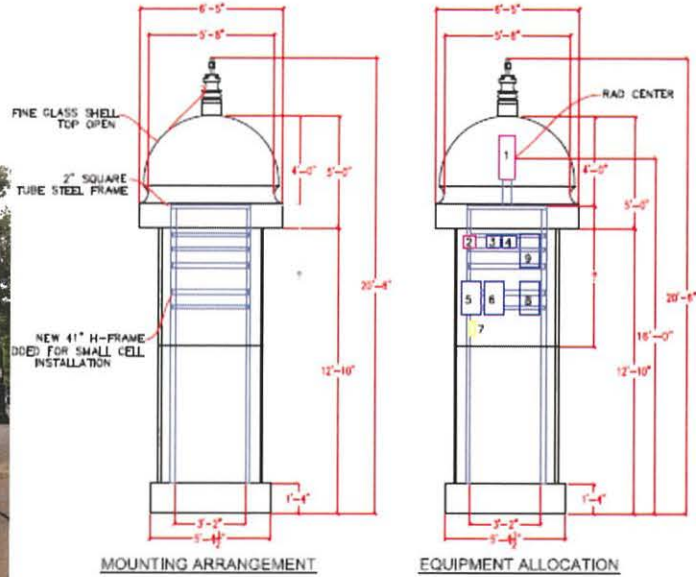
Design, procure, deploy, operate and evaluate a state of the art small cell network pilot network that reinforces the capacity and improves the performance of Verizon's mobile network in a dense urban sector of San Francisco using existing infrastructure that will not change the current aesthetics. The pilot Small Cell network is proposed to use JCDecaux large pillar kiosks sites along Market Street in San Francisco, California.

2. Site Integration:

- List of small cell and ancillary equipment to be integrated at JCDecaux sites:
 - Two or Four Ericsson MRRU Small Cell Access Points per site
 - Fiber termination unit
 - Cabling
 - Power connector
 - Single pylon-type antenna

JCDecaux Site Design Description/pictures:

- The integration of Verizon's selected equipment and configuration is very feasible, and will only require slight internal structure adaptation to accommodate small cells
- A 'skeleton' frame is planned on which the Ericsson small cell access points will be securely attached and set inside the kiosk
- The height of the dome is sufficient to accommodate the antenna specified by Verizon
- The dome is made of polyester, so there will not be any impairment for RF propagation
- The antenna will be positioned at a height just above 4m
- There is also sufficient volume on top of the kiosk (inside the column) to integrate the Ericsson small cell Access points, fiber termination unit and cabling



1	Antenna
2	Fiber Termination Box
3, 4	Diplexer
5, 6, 8, 9	Small Cell Access Point (either two or Four SCAPs at each site)
7	Ground Bar

3. Public visibility of equipment at sites

The small cell equipment, antenna and other ancillary materials are contained completely within each Heritage kiosk, and thus are not visible to the public. The Rf emitting elements are in the antenna which is located within the crown of the Heritage Kiosk, approximately 15 to 17 feet above ground.

4. Fiber connectivity and Power

Verizon will be responsible for deployment of fiber facilities to each site and will seek to minimize disruption of City streets as much as possible by using JCDecaux-provided conduit at each site for fiber placement into the site. Electrical power is available 24/7/365 at each site.

Appendix I: Locations of Public Service Kiosks

JCDecaux Properties ID	Address	Latitude	Longitude
SF0008SF	333 MARKET ST	37.792026	-122.397797
SFO0010SF	443 MARKET ST	37.791346	-122.39864
SFO0022SF	595 MARKET ST	37.789338	-122.40119
SFO0023SF	544 MARKET ST	37.790161	-122.40045
SFO0048SF	744 MARKET ST	37.786946	-122.40451
SFO0057SF	798 MARKET ST	37.785944	-122.4058
SFO0072SF	989 MARKET ST	37.782413	-122.409945



SAN FRANCISCO PLANNING DEPARTMENT

CEQA Categorical Exemption Determination

PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address		Block/Lot(s)	
Nine (9) locations along Market Street		Public Right of Way	
Case No.	Permit No.	Plans Dated	
2015-014413ENV	N/A		
<input checked="" type="checkbox"/> Addition/ Alteration	<input type="checkbox"/> Demolition (requires HRER if over 45 years old)	<input type="checkbox"/> New Construction	<input type="checkbox"/> Project Modification (GO TO STEP 7)
Project description for Planning Department approval. Proposed temporary pilot installation of Personal Wireless Services Facilities, within nine (9) existing JC Decaux heritage kiosks, along Market Street between Beale and Taylor Streets. Installations will occur completely within existing kiosks with no associated external (outside kiosk) equipment, trenching, electric meters, or surface mounted facilities. See attached four (4) page summary letter marked as Exhibit A.			

STEP 1: EXEMPTION CLASS

TO BE COMPLETED BY PROJECT PLANNER

Note: If neither Class 1 or 3 applies, an <i>Environmental Evaluation Application</i> is required.	
<input checked="" type="checkbox"/>	Class 1 – Existing Facilities. Interior and exterior alterations; additions under 10,000 sq. ft.
<input type="checkbox"/>	Class 3 – New Construction/ Conversion of Small Structures. Up to three (3) new single-family residences or six (6) dwelling units in one building; commercial/office structures; utility extensions; change of use under 10,000 sq. ft. if principally permitted or with a CU.
<input type="checkbox"/>	Class__

STEP 2: CEQA IMPACTS

TO BE COMPLETED BY PROJECT PLANNER

If any box is checked below, an <i>Environmental Evaluation Application</i> is required.	
<input type="checkbox"/>	Air Quality: Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities) within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g., backup diesel generators, heavy industry, diesel trucks)? <i>Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Article 38 program and the project would not have the potential to emit substantial pollutant concentrations. (refer to EP_ArcMap > CEQA Catex Determination Layers > Air Pollutant Exposure Zone)</i>
<input type="checkbox"/>	Hazardous Materials: If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance - or a change of use from industrial to residential? If yes, this box must be checked and the project applicant must submit an Environmental Application with a Phase I

	Environmental Site Assessment. <i>Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Maher program, a DPH waiver from the Maher program, or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP_ArcMap > Maher layer).</i>
<input type="checkbox"/>	Transportation: Does the project create six (6) or more net new parking spaces or residential units? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?
<input type="checkbox"/>	Archeological Resources: Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in a non-archeological sensitive area? (refer to EP_ArcMap > CEQA Catex Determination Layers > Archeological Sensitive Area)
<input type="checkbox"/>	Noise: Does the project include new noise-sensitive receptors (schools, day care facilities, hospitals, residential dwellings, and senior-care facilities) fronting roadways located in the noise mitigation area? (refer to EP_ArcMap > CEQA Catex Determination Layers > Noise Mitigation Area)
<input type="checkbox"/>	Subdivision/Lot Line Adjustment: Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography)
<input type="checkbox"/>	Slope = or > 20%: Does the project involve excavation of 50 cubic yards of soil or more, new construction, or square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography) If box is checked, a geotechnical report is required.
<input type="checkbox"/>	Seismic: Landslide Zone: Does the project involve excavation of 50 cubic yards of soil or more, new construction, or square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report is required.
<input type="checkbox"/>	Seismic: Liquefaction Zone: Does the project involve excavation of 50 cubic yards of soil or more, new construction, or square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report will likely be required.
<u>If no boxes are checked above, GO TO STEP 3. If one or more boxes are checked above, an Environmental Evaluation Application is required, unless reviewed by an Environmental Planner.</u>	
<input type="checkbox"/>	Project can proceed with categorical exemption review. The project does not trigger any of the CEQA impacts listed above.
Comments and Planner Signature (optional):	

**STEP 3: PROPERTY STATUS – HISTORIC RESOURCE
TO BE COMPLETED BY PROJECT PLANNER**

PROPERTY IS ONE OF THE FOLLOWING: (refer to Parcel Information Map)	
<input checked="" type="checkbox"/>	Category A: Known Historical Resource. GO TO STEP 5.
<input type="checkbox"/>	Category B: Potential Historical Resource (over 45 years of age). GO TO STEP 4.
<input type="checkbox"/>	Category C: Not a Historical Resource or Not Age Eligible (under 45 years of age). GO TO STEP 6.

STEP 4: PROPOSED WORK CHECKLIST
TO BE COMPLETED BY PROJECT PLANNER

Check all that apply to the project.	
<input type="checkbox"/>	1. Change of use and new construction. Tenant improvements not included.
<input type="checkbox"/>	2. Regular maintenance or repair to correct or repair deterioration, decay, or damage to building.
<input type="checkbox"/>	3. Window replacement that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	4. Garage work. A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
<input type="checkbox"/>	5. Deck, terrace construction, or fences not visible from any immediately adjacent public right-of-way.
<input checked="" type="checkbox"/>	6. Mechanical equipment installation that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	7. Dormer installation that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
<input type="checkbox"/>	8. Addition(s) that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.
Note: Project Planner must check box below before proceeding.	
<input type="checkbox"/>	Project is not listed. GO TO STEP 5.
<input type="checkbox"/>	Project does not conform to the scopes of work. GO TO STEP 5.
<input type="checkbox"/>	Project involves four or more work descriptions. GO TO STEP 5.
<input checked="" type="checkbox"/>	Project involves less than four work descriptions. GO TO STEP 6.

STEP 5: CEQA IMPACTS – ADVANCED HISTORICAL REVIEW
TO BE COMPLETED BY PRESERVATION PLANNER

Check all that apply to the project.	
<input checked="" type="checkbox"/>	1. Project involves a known historical resource (CEQA Category A) as determined by Step 3 and conforms entirely to proposed work checklist in Step 4.
<input type="checkbox"/>	2. Interior alterations to publicly accessible spaces.
<input type="checkbox"/>	3. Window replacement of original/historic windows that are not "in-kind" but are consistent with existing historic character.
<input type="checkbox"/>	4. Façade/storefront alterations that do not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	5. Raising the building in a manner that does not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	6. Restoration based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
<input checked="" type="checkbox"/>	7. Addition(s) , including mechanical equipment that are minimally visible from a public right-of-way and meet the <i>Secretary of the Interior's Standards for Rehabilitation</i> .

<input checked="" type="checkbox"/>	8. Other work consistent with the <i>Secretary of the Interior Standards for the Treatment of Historic Properties</i> (specify or add comments): No visible modification would occur to exterior of existing kiosks. All work to be confined within existing kiosk.
<input type="checkbox"/>	9. Other work that would not materially impair a historic district (specify or add comments): (Requires approval by Senior Preservation Planner/Preservation Coordinator) _____
<input type="checkbox"/>	10. Reclassification of property status to Category C. (Requires approval by Senior Preservation Planner/Preservation Coordinator) a. Per HRER dated: _____ (attach HRER) b. Other (specify): _____
Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST check one box below.	
<input type="checkbox"/>	Further environmental review required. Based on the information provided, the project requires an <i>Environmental Evaluation Application</i> to be submitted. GO TO STEP 6.
<input checked="" type="checkbox"/>	Project can proceed with categorical exemption review. The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. GO TO STEP 6.
Comments (optional): No exterior changes to facility or surrounding public right-of-way	
Preservation Planner Signature:	

STEP 6: CATEGORICAL EXEMPTION DETERMINATION
TO BE COMPLETED BY PROJECT PLANNER

<input type="checkbox"/>	Further environmental review required. Proposed project does not meet scopes of work in either (check all that apply): <input type="checkbox"/> Step 2 – CEQA Impacts <input type="checkbox"/> Step 5 – Advanced Historical Review STOP! Must file an <i>Environmental Evaluation Application</i>.	
<input checked="" type="checkbox"/>	No further environmental review is required. The project is categorically exempt under CEQA.	
	Planner Name: Omar Masry	Signature: Omar Masry <small>Digitally signed by Omar Masry DN: dc=org, dc=sfgov, dc=cityplanning, ou=CityPlanning, ou=Current Planning, cn=Omar Masry, email=Omar.Masry@sfgov.org Date: 2015.10.28 17:19:20 -07'00'</small>
	Project Approval Action: City Agreement If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.	
	Once signed or stamped and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action.	

**STEP 7: MODIFICATION OF A CEQA EXEMPT PROJECT
TO BE COMPLETED BY PROJECT PLANNER**

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be subject to additional environmental review pursuant to CEQA.

PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address (If different than front page)		Block/Lot(s) (If different than front page)
Case No.	Previous Building Permit No.	New Building Permit No.
Plans Dated	Previous Approval Action	New Approval Action
Modified Project Description:		

DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION

Compared to the approved project, would the modified project:	
<input type="checkbox"/>	Result in expansion of the building envelope, as defined in the Planning Code;
<input type="checkbox"/>	Result in the change of use that would require public notice under Planning Code Sections 311 or 312;
<input type="checkbox"/>	Result in demolition as defined under Planning Code Section 317 or 19005(f)?
<input type="checkbox"/>	Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption?

If at least one of the above boxes is checked, further environmental review is required. GATEX FORM

DETERMINATION OF NO SUBSTANTIAL MODIFICATION

<input type="checkbox"/>	The proposed modification would not result in any of the above changes.
If this box is checked, the proposed modifications are categorically exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice.	
Planner Name:	Signature or Stamp:

**SUMMARY OF PROPOSED
SAN FRANCISCO HERITAGE SMALL CELL PILOT PROJECT**

October 26, 2015

MR. OMAR MASRY, AICP | WIRELESS PLANNER
San Francisco Planning Department
omar.masry@sfgov.org
P. 415.575.9116 | F. 415.558.6409
1650 Mission Street | 4th Floor | San Francisco | CA 94103

Dear Mr. Masry,

The purpose of this letter is to provide you with the relevant details of the San Francisco Heritage Kiosk Small Cell Pilot Project presented by JCDecaux and Verizon Wireless to the City and County Department of Public Works for approval. JCDecaux is working with the Department of Public Works to finalize an Agreement and are seeking any assistance you can provide to expedite the receipt of a Categorical Exemption to the California Environmental Quality Act (CEQA).

Upon review of the project description and materials set forth below, we trust that you will agree that the proposed JCDecaux-hosted wireless facilities clearly qualify for Class 1 (existing facilities) and Class 3 (new construction or conversion of small structures) exemptions under CEQA. The electronics for each small cell will be installed entirely within the existing decorative JCDecaux kiosks that have enhanced the appearance of San Francisco's Market Street for nearly 20 years. Installed in the top half of the existing kiosks, the small cells have no moving parts and generate no noise or light. Their appearance will be completely invisible to pedestrians and passersby on Market Street. Radiofrequency emissions from these small cells are a small fraction of permissible limits under FCC guidelines. In sum, the JCDecaux small cell facilities will have no environmental impacts, will be entirely contained within existing structures, will extend Verizon Wireless's existing wireless network, and clearly qualify as Class 1 and Class 3 exemptions under CEQA.

1. Project Background

Mobile network operators are faced with a number of challenges, for example data demands at macro sector footprint level are not growing uniformly; and much of the demand is localized in the form of hotspots or clustered hotspots. Coverage and capacity relief varies by carrier, but all US carriers face growing network performance challenges. To alleviate this problem and drive maximum network efficiency, solutions must be localized, making small cells in dense urban settings a practical solution.

JCDecaux's most recent innovation of mobile network connected street furniture represents the company's vision for digital services and connectivity in the urban environment where the public expects more connectivity everywhere all the time. Considering San Francisco's world-leading technology sector and its role as a vibrant tourist destination, pervasive mobile broadband capability is an even higher priority in order to enable the people living, working and playing in the city to enjoy both their physical and digital worlds. JCDecaux has pioneered the deployment of small cells nicely integrated in our street furniture assets to add localized mobile capacity while facilitating the involvement of cities and major mobile operators.

2. Pilot Project Overview

JCDecaux San Francisco and Verizon Wireless have developed and presented the San Francisco Heritage Kiosk Small Cell Pilot Project to the City and County Department of Public Works for approval. The pilot project's goal is to deploy small cells that reinforce the capacity and improve the performance of Verizon's mobile network in a very dense pedestrian traffic area of the city. The Market Street locale

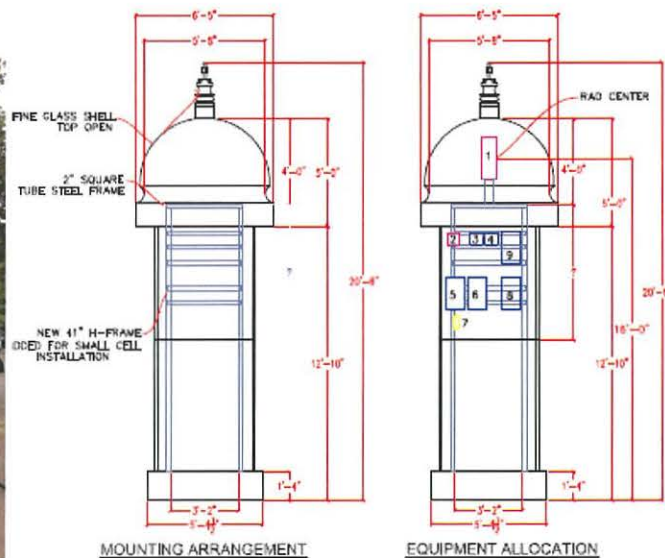
**SUMMARY OF PROPOSED
SAN FRANCISCO HERITAGE SMALL CELL PILOT PROJECT**

will be a very important venue for Super Bowl 50 related events upcoming in early 2016, thus adding to Verizon’s further need to re-inforce its network capacity. Verizon’s network reinforced with small cells is expected to also provide the needed capacity for Emergency Services, as well as Enterprise, City & Government services, e.g. EMS First Responders direction routing from a 911 call and dedicated channels for law enforcement data (FBI, Border Patrol, Homeland Security).

3. Pilot Project Elements

- The pilot Small Cell network project using street furniture is the first of its kind in the USA and is planned to begin as soon as possible in 2015 and to run for the duration of JCDecaux's contract with the City, which is currently scheduled to terminate in early 2017.
- Nine tall Heritage Kiosks sites along Market St will house Verizon’s small cell equipment.
- No noticeable changes will occur to the exterior of the site. The entire installation occurs inside the kiosk. No equipment will be visible to the public.
- The low power RF emitting elements in the antenna will be located within the crown roof area of the Kiosk, and will be approximately 14 to 17 feet above ground.
- No RF warning signage is necessary as the RF EME will meet general public requirements
- Power source is completely contained inside each kiosk using existing power source. [No electric meter pedestal will be required by PG&E, near or on the outside of the facility.]
- No trenching is necessary for fiber or power. Existing conduits will be utilized for both.
- No GPS antenna is needed.
- Sites selected for pilot project are limited to either newspaper kiosks, or advertising public service kiosks (without newspaper stand)
- Upon receipt of final approval from the City of San Francisco, the parties are prepared to begin implementation immediately and expect to complete deployment by November 30, 2015.
- A map of the locations proposed is provided on page 4 of this letter

4. JCDecaux Site Picture and Design Notes:



**SUMMARY OF PROPOSED
SAN FRANCISCO HERITAGE SMALL CELL PILOT PROJECT**

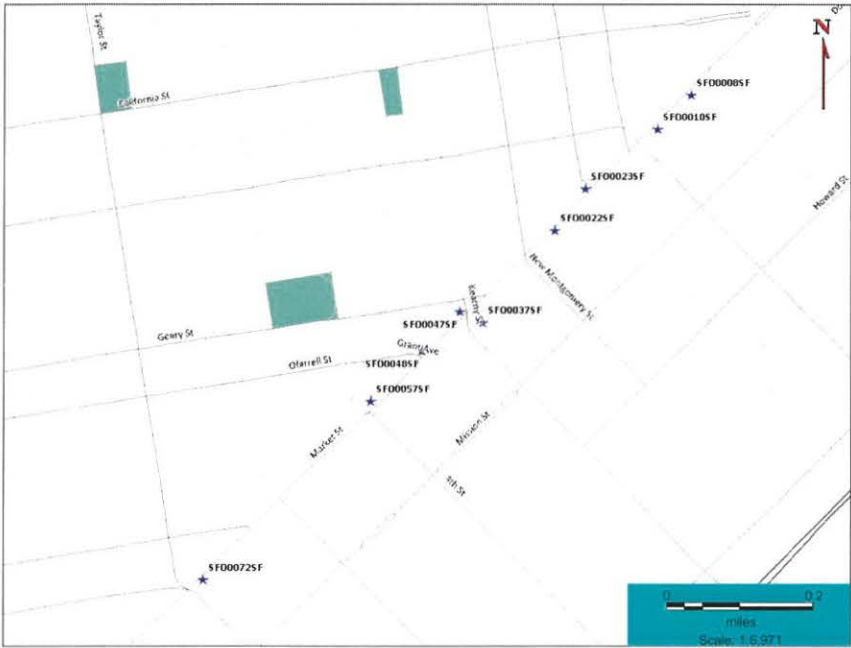
- The integration of Verizon's selected equipment and configuration has been carefully evaluated, is quite feasible and will only require slight internal mounting structural modification for new hardware devices.
- A "skeleton" frame is planned on which Verizon's selected equipment will be securely attached and set inside the kiosk.
- The height of the dome is sufficient to accommodate the antenna specified by Verizon
- As noted above, the entire installation occurs inside the kiosk. No equipment will be visible to the public. No internal structural, or external modification to the sites is necessary.
- The dome is made of polyester, so there will not be any impairment for RF propagation
- The antenna will be positioned at a height just above 4m

5. Pilot Project Locations

Candidate Name	Street Address	Zip	Lon	Lat
(NODE ID)				
SFO0010SF	443 Market Street	94111	-122.39864	37.791346
SFO0022SF	595 Market Street	94111	-122.40119	37.789338
SFO0023SF	544 Market Street	94105	-122.40045	37.790161
SFO0047SF	700 Market Street	94104	-122.40356	37.787718
SFO0048SF	744 Market Street	94102	-122.40451	37.786946
SFO0057SF	798 Market Street	94102	-122.4058	37.785944
SFO0008SF	333 Market Street	94105	-122.39779	37.792026
SFO0072SF	989 Market Street	941003	-122.40995	37.782413
SFO0037SF	699 Third Street	94105	-122.40328	37.787504

SUMMARY OF PROPOSED
SAN FRANCISCO HERITAGE SMALL CELL PILOT PROJECT

6. Location Map ★ Denotes Kiosk Location



Thanks in advance for your assistance and guidance in this matter. Please let myself or Jacob Hamilton of Verizon Wireless know if you need any further information about the pilot project.

Sincerely yours,

Jim Melonas
Senior Vice President
Small Cells and Connectivity Solutions
JCDecaux North America
Mobile: 703.673.6576
jim.melonas@jcdecauxna.com

CC: Jacob Hamilton, Director of Engineering, Verizon Wireless
Francois Nion, Chief Operating Officer, JCDecaux San Francisco



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
 Barbara A. Garcia, MPA, Director of Health
 Richard Lee, MPH, CIH, REHS, Director of EH

November 10, 2015

TO: Department of Public Works, Bureau of Street Use and Mapping
FROM: Patrick Fosdahl, Dept. Of Public Health, Environmental Health Services *PF*
RE: Verizon Kiosk Mounted Commscope 3X-V65S-G-3XR

<u>Location:</u>	<u>DPW Permit Application:</u>	<u>Node#</u>
333 Market Street	Not Applicable	SF0008SF

As requested, I have reviewed the documentation that Verizon provided to me regarding the proposed installation of an antenna, Commscope 3X-V65S-G-3XR, on a kiosk located at the above listed location in the City and County of San Francisco.

This review included the October 30, 2015 radio frequency energy report prepared by Waterford Consultants. The report states that one Commscope 3X-V65S-G-3XR antenna will be mounted on a kiosk near the location listed above. The antenna will be at least 16 feet above the ground level. The orientation of the antenna will be 20° and 260° pointing east and west on Market Street. Due to the mounting location, the antenna would not be accessible to the general public.

The maximum effective radiated power from the antenna in any direction is estimated to be 132 watts.

The maximum calculated exposure level at the ground level will not exceed 0.0172 mW/cm², which is 1.7730% of the FCC public exposure standard. The three dimensional perimeter of the radio frequency (RF) levels equal to the public exposure limit is calculated to extend a maximum of 2 feet from the face of the antenna and does not reach any publicly accessible areas. The highest level of radio frequency energy reported for any nearby building is significantly less than the ground level predictions. Ground level predictions should be verified with post installation measurements.

Based on the information provided in the Waterford report, it is my opinion that this Verizon, Commscope antenna, kiosk installation would be in compliance with the FCC standards and would not produce radio frequency energy exceeding the FCC public exposure limits in publicly accessible areas. General information signs or labels should be posted near the antenna to alert workers of the antennas location along with Verizon contact information. No public access should be allowed within 2 feet of the antenna.

Please note that this review applies only to the equipment and installation as described. If any changes in the equipment or any increase in the effective radiated power described above are made a new review by the Department of Public Health should be conducted.



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
Barbara A. Garcia, MPA, Director of Health
Richard Lee, MPH, CIH, REHS, Director of EH

November 10, 2015

TO: Department of Public Works, Bureau of Street Use and Mapping

FROM: Patrick Fosdahl, Dept. Of Public Health, Environmental Health Services *PF*

RE: Verizon Kiosk Mounted Amphenol WB080X0FX60

<u>Location:</u>	<u>DPW Permit Application:</u>	<u>Node#</u>
443 Market Street	Not Applicable	SF00010SF

As requested, I have reviewed the documentation that Verizon provided to me regarding the proposed installation of an antenna, WB080X0FX60, on a kiosk located at the above listed location in the City and County of San Francisco.

This review included the October 31, 2015 radio frequency energy report prepared by Waterford Consultants. The report states that one WB080X0FX60 antenna will be mounted on a kiosk near the location listed above. The antenna will be at least 16 feet above the ground level. The orientation of the antenna will be 50° and 230° pointing east and west on Market Street. Due to the mounting location, the antenna would not be accessible to the general public.

The maximum effective radiated power from the antenna in any direction is estimated to be 147 watts.

The maximum calculated exposure level at the ground level will not exceed 0.0148 mW/cm², which is 1.4785% of the FCC public exposure standard. The three dimensional perimeter of the radio frequency (RF) levels equal to the public exposure limit is calculated to extend a maximum of 1 foot from the face of the antenna and does not reach any publicly accessible areas. The highest level of radio frequency energy reported for any nearby building is significantly less than the ground level predictions. Ground level predictions should be verified with post installation measurements.

Based on the information provided in the Waterford report, it is my opinion that this Verizon, Amphenol antenna, kiosk installation would be in compliance with the FCC standards and would not produce radio frequency energy exceeding the FCC public exposure limits in publicly accessible areas. General information signs or labels should be posted near the antenna to alert workers of the antennas location along with Verizon contact information. No public access should be allowed within 1 foot of the antenna.

Please note that this review applies only to the equipment and installation as described. If any changes in the equipment or any increase in the effective radiated power described above are made a new review by the Department of Public Health should be conducted.



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
Barbara A. Garcia, MPA, Director of Health
Richard Lee, MPH, CIH, REHS, Director of EH

November 10, 2015

TO: Department of Public Works, Bureau of Street Use and Mapping

FROM: Patrick Fosdahl, Dept. Of Public Health, Environmental Health Services *PF*

RE: Verizon Kiosk Mounted Commscope 3X-V65S-G-3XR

<u>Location:</u> 544 Market Street	<u>DPW Permit Application:</u> Not Applicable	<u>Node#</u> SF00023SF
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As requested, I have reviewed the documentation that Verizon provided to me regarding the proposed installation of an antenna, Commscope 3X-V65S-G-3XR, on a kiosk located at the above listed location in the City and County of San Francisco.

This review included the October 30, 2015 radio frequency energy report prepared by Waterford Consultants. The report states that one Commscope 3X-V65S-G-3XR antenna will be mounted on a kiosk near the location listed above. The antenna will be at least 16 feet above the ground level. The orientation of the antenna will be 320° and 200° pointing north across Market and west on Market Street. Due to the mounting location, the antenna would not be accessible to the general public.

The maximum effective radiated power from the antenna in any direction is estimated to be 138 watts.

The maximum calculated exposure level at the ground level will not exceed 0.0187 mW/cm², which is 1.869% of the FCC public exposure standard. The three dimensional perimeter of the radio frequency (RF) levels equal to the public exposure limit is calculated to extend a maximum of 2 feet from the face of the antenna and does not reach any publicly accessible areas. The highest level of radio frequency energy reported for any nearby building is significantly less than the ground level predictions. Ground level predictions should be verified with post installation measurements.

Based on the information provided in the Waterford report, it is my opinion that this Verizon, Commscope antenna, kiosk installation would be in compliance with the FCC standards and would not produce radio frequency energy exceeding the FCC public exposure limits in publicly accessible areas. General information signs or labels should be posted near the antenna to alert workers of the antennas location along with Verizon contact information. No public access should be allowed within 2 feet of the antenna.

Please note that this review applies only to the equipment and installation as described. If any changes in the equipment or any increase in the effective radiated power described above are made a new review by the Department of Public Health should be conducted.



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
 Barbara A. Garcia, MPA, Director of Health
 Richard Lee, MPH, CIH, REHS, Director of EH

November 10, 2015

TO: Department of Public Works, Bureau of Street Use and Mapping
FROM: Patrick Fosdahl, Dept. Of Public Health, Environmental Health Services *PF*
RE: Verizon Kiosk Mounted Commscope 3X-V65S-G-3XR

<u>Location:</u>	<u>DPW Permit Application:</u>	<u>Node#</u>
595 Market Street	Not Applicable	SF00022SF

As requested, I have reviewed the documentation that Verizon provided to me regarding the proposed installation of an antenna, Commscope 3X-V65S-G-3XR, on a kiosk located at the above listed location in the City and County of San Francisco.

This review included the October 30, 2015 radio frequency energy report prepared by Waterford Consultants. The report states that one Commscope 3X-V65S-G-3XR antenna will be mounted on a kiosk near the location listed above. The antenna will be at least 16 feet above the ground level. The orientation of the antenna will be 140° and 260° pointing south towards 2nd Street and west on Market Street. Due to the mounting location, the antenna would not be accessible to the general public.

The maximum effective radiated power from the antenna in any direction is estimated to be 138 watts.

The maximum calculated exposure level at the ground level will not exceed 0.0187 mW/cm², which is 1.869% of the FCC public exposure standard. The three dimensional perimeter of the radio frequency (RF) levels equal to the public exposure limit is calculated to extend a maximum of 2 feet from the face of the antenna and does not reach any publicly accessible areas. The highest level of radio frequency energy reported for any nearby building is significantly less than the ground level predictions. Ground level predictions should be verified with post installation measurements.

Based on the information provided in the Waterford report, it is my opinion that this Verizon, Commscope antenna, kiosk installation would be in compliance with the FCC standards and would not produce radio frequency energy exceeding the FCC public exposure limits in publicly accessible areas. General information signs or labels should be posted near the antenna to alert workers of the antennas location along with Verizon contact information. No public access should be allowed within 2 feet of the antenna.

Please note that this review applies only to the equipment and installation as described. If any changes in the equipment or any increase in the effective radiated power described above are made a new review by the Department of Public Health should be conducted.



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
Barbara A. Garcia, MPA, Director of Health
Richard Lee, MPH, CIH, REHS, Director of EH

November 12, 2015

TO: Department of Public Works, Bureau of Street Use and Mapping

FROM: Patrick Fosdahl, Dept. Of Public Health, Environmental Health Services *PF*

RE: Verizon Kiosk Mounted Commscope 3X-V65S-G-3XR

<u>Location:</u>	<u>DPW Permit Application:</u>	<u>Node#</u>
699 Market Street	Not Applicable	SF00037SF

As requested, I have reviewed the documentation that Verizon provided to me regarding the proposed installation of an antenna, Commscope 3X-V65S-G-3XR, on a kiosk located at the above listed location in the City and County of San Francisco.

This review included the October 30, 2015 radio frequency energy report prepared by Waterford Consultants. The report states that one Commscope 3X-V65S-G-3XR antenna will be mounted on a kiosk near the location listed above. The antenna will be at least 16 feet above the ground level. The orientation of the antenna will be 230° and 350° pointing south towards 3rd Street and north across Market Street. Due to the mounting location, the antenna would not be accessible to the general public.

The maximum effective radiated power from the antenna in any direction is estimated to be 195 watts.

The maximum calculated exposure level at the ground level will not exceed 0.0259 mW/cm², which is 2.586% of the FCC public exposure standard. The three dimensional perimeter of the radio frequency (RF) levels equal to the public exposure limit is calculated to extend a maximum of 2 feet from the face of the antenna and does not reach any publicly accessible areas. The highest level of radio frequency energy reported for any nearby building is significantly less than the ground level predictions. Ground level predictions should be verified with post installation measurements.

Based on the information provided in the Waterford report, it is my opinion that this Verizon, Commscope antenna, kiosk installation would be in compliance with the FCC standards and would not produce radio frequency energy exceeding the FCC public exposure limits in publicly accessible areas. General information signs or labels should be posted near the antenna to alert workers of the antennas location along with Verizon contact information. No public access should be allowed within 2 feet of the antenna.

Please note that this review applies only to the equipment and installation as described. If any changes in the equipment or any increase in the effective radiated power described above are made a new review by the Department of Public Health should be conducted.



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
 Barbara A. Garcia, MPA, Director of Health
 Richard Lee, MPH, CIH, REHS, Director of EH

November 10, 2015

TO: Department of Public Works, Bureau of Street Use and Mapping

FROM: Patrick Fosdahl, Dept. Of Public Health, Environmental Health Services *PF*

RE: Verizon Kiosk Mounted Commscope 3X-V65S-G-3XR

<u>Location:</u>	<u>DPW Permit Application:</u>	<u>Node#</u>
700 Market Street	Not Applicable	SF00047SF

As requested, I have reviewed the documentation that Verizon provided to me regarding the proposed installation of an antenna, Commscope 3X-V65S-G-3XR, on a kiosk located at the above listed location in the City and County of San Francisco.

This review included the October 30, 2015 radio frequency energy report prepared by Waterford Consultants. The report states that one Commscope 3X-V65S-G-3XR antenna will be mounted on a kiosk near the location listed above. The antenna will be at least 16 feet above the ground level. The orientation of the antenna will be 15° and 135° pointing north towards Kearny Street and south across Market Street. Due to the mounting location, the antenna would not be accessible to the general public.

The maximum effective radiated power from the antenna in any direction is estimated to be 138 watts.

The maximum calculated exposure level at the ground level will not exceed 0.0187 mW/cm², which is 1.869% of the FCC public exposure standard. The three dimensional perimeter of the radio frequency (RF) levels equal to the public exposure limit is calculated to extend a maximum of 2 feet from the face of the antenna and does not reach any publicly accessible areas. The highest level of radio frequency energy reported for any nearby building is significantly less than the ground level predictions. Ground level predictions should be verified with post installation measurements.

Based on the information provided in the Waterford report, it is my opinion that this Verizon, Commscope antenna, kiosk installation would be in compliance with the FCC standards and would not produce radio frequency energy exceeding the FCC public exposure limits in publicly accessible areas. General information signs or labels should be posted near the antenna to alert workers of the antennas location along with Verizon contact information. No public access should be allowed within 2 feet of the antenna.

Please note that this review applies only to the equipment and installation as described. If any changes in the equipment or any increase in the effective radiated power described above are made a new review by the Department of Public Health should be conducted.



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
Barbara A. Garcia, MPA, Director of Health
Richard Lee, MPH, CIH, REHS, Director of EH

November 10, 2015

TO: Department of Public Works, Bureau of Street Use and Mapping

FROM: Patrick Fosdahl, Dept. Of Public Health, Environmental Health Services *PF*

RE: Verizon Kiosk Mounted Amphenol WB080X0FX60

<u>Location:</u>	<u>DPW Permit Application:</u>	<u>Node#</u>
744 Market Street	Not Applicable	SF00048SF

As requested, I have reviewed the documentation that Verizon provided to me regarding the proposed installation of an antenna, WB080X0FX60, on a kiosk located at the above listed location in the City and County of San Francisco.

This review included the October 31, 2015 radio frequency energy report prepared by Waterford Consultants. The report states that one WB080X0FX60 antenna will be mounted on a kiosk near the location listed above. The antenna will be at least 16 feet above the ground level. The orientation of the antenna will be 70° and 250° pointing east and west on Market Street. Due to the mounting location, the antenna would not be accessible to the general public.

The maximum effective radiated power from the antenna in any direction is estimated to be 147 watts.

The maximum calculated exposure level at the ground level will not exceed 0.0148 mW/cm², which is 1.4785% of the FCC public exposure standard. The three dimensional perimeter of the radio frequency (RF) levels equal to the public exposure limit is calculated to extend a maximum of 1 foot from the face of the antenna and does not reach any publicly accessible areas. The highest level of radio frequency energy reported for any nearby building is significantly less than the ground level predictions. Ground level predictions should be verified with post installation measurements.

Based on the information provided in the Waterford report, it is my opinion that this Verizon, Amphenol antenna, kiosk installation would be in compliance with the FCC standards and would not produce radio frequency energy exceeding the FCC public exposure limits in publicly accessible areas. General information signs or labels should be posted near the antenna to alert workers of the antennas location along with Verizon contact information. No public access should be allowed within 1 foot of the antenna.

Please note that this review applies only to the equipment and installation as described. If any changes in the equipment or any increase in the effective radiated power described above are made a new review by the Department of Public Health should be conducted.



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
Barbara A. Garcia, MPA, Director of Health
Richard Lee, MPH, CIH, REHS, Director of EH

November 10, 2015

TO: Department of Public Works, Bureau of Street Use and Mapping

FROM: Patrick Fosdahl, Dept. Of Public Health, Environmental Health Services *PF*

RE: Verizon Kiosk Mounted Commscope 3X-V65S-G-3XR

<u>Location:</u>	<u>DPW Permit Application:</u>	<u>Node#</u>
798 Market Street	Not Applicable	SF00057SF

As requested, I have reviewed the documentation that Verizon provided to me regarding the proposed installation of an antenna, Commscope 3X-V65S-G-3XR, on a kiosk located at the above listed location in the City and County of San Francisco.

This review included the October 31, 2015 radio frequency energy report prepared by Waterford Consultants. The report states that one Commscope 3X-V65S-G-3XR antenna will be mounted on a kiosk near the location listed above. The antenna will be at least 16 feet above the ground level. The orientation of the antenna will be 20° and 260° pointing northeast on Market Street and west on Market Street toward Stockton. Due to the mounting location, the antenna would not be accessible to the general public.

The maximum effective radiated power from the antenna in any direction is estimated to be 138 watts.

The maximum calculated exposure level at the ground level will not exceed 0.0187 mW/cm², which is 1.869% of the FCC public exposure standard. The three dimensional perimeter of the radio frequency (RF) levels equal to the public exposure limit is calculated to extend a maximum of 2 feet from the face of the antenna and does not reach any publicly accessible areas. The highest level of radio frequency energy reported for any nearby building is significantly less than the ground level predictions. Ground level predictions should be verified with post installation measurements.

Based on the information provided in the Waterford report, it is my opinion that this Verizon, Commscope antenna, kiosk installation would be in compliance with the FCC standards and would not produce radio frequency energy exceeding the FCC public exposure limits in publicly accessible areas. General information signs or labels should be posted near the antenna to alert workers of the antennas location along with Verizon contact information. No public access should be allowed within 2 feet of the antenna.

Please note that this review applies only to the equipment and installation as described. If any changes in the equipment or any increase in the effective radiated power described above are made a new review by the Department of Public Health should be conducted.



City and County of San Francisco
DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

Edwin Lee, Mayor
Barbara A. Garcia, MPA, Director of Health
Richard Lee, MPH, CIH, REHS, Director of EH

November 10, 2015

TO: Department of Public Works, Bureau of Street Use and Mapping

FROM: Patrick Fosdahl, Dept. Of Public Health, Environmental Health Services *PF*

RE: Verizon Kiosk Mounted Amphenol WB080X0FX60

<u>Location:</u> 989 Market Street	<u>DPW Permit Application:</u> Not Applicable	<u>Node#</u> SF00072SF
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As requested, I have reviewed the documentation that Verizon provided to me regarding the proposed installation of an antenna, WB080X0FX60, on a kiosk located at the above listed location in the City and County of San Francisco.

This review included the October 31, 2015 radio frequency energy report prepared by Waterford Consultants. The report states that one WB080X0FX60 antenna will be mounted on a kiosk near the location listed above. The antenna will be at least 16 feet above the ground level. The orientation of the antenna will be 45° and 225° pointing east and west on Market Street. Due to the mounting location, the antenna would not be accessible to the general public.

The maximum effective radiated power from the antenna in any direction is estimated to be 147 watts.

The maximum calculated exposure level at the ground level will not exceed 0.0148 mW/cm², which is 1.4785% of the FCC public exposure standard. The three dimensional perimeter of the radio frequency (RF) levels equal to the public exposure limit is calculated to extend a maximum of 1 foot from the face of the antenna and does not reach any publicly accessible areas. The highest level of radio frequency energy reported for any nearby building is significantly less than the ground level predictions. Ground level predictions should be verified with post installation measurements.

Based on the information provided in the Waterford report, it is my opinion that this Verizon, Amphenol antenna, kiosk installation would be in compliance with the FCC standards and would not produce radio frequency energy exceeding the FCC public exposure limits in publicly accessible areas. General information signs or labels should be posted near the antenna to alert workers of the antennas location along with Verizon contact information. No public access should be allowed within 1 foot of the antenna.

Please note that this review applies only to the equipment and installation as described. If any changes in the equipment or any increase in the effective radiated power described above are made a new review by the Department of Public Health should be conducted.