



CITY OF BEVERLY HILLS STAFF REPORT

Meeting Date: January 22, 2009
To: Honorable Mayor & City Council
From: Aaron Kunz, Deputy Director of Transportation
Subject: Bus Shelters
Attachments: City of Los Angeles Specification Sheet
Permit

INTRODUCTION

This report provides information about bus shelters in the City of Beverly Hills and advertising on the shelters and requests City Council input.

DISCUSSION

The City currently has three bus shelters: 1) Canon Drive between North Santa Monica Boulevard and Parkway; 2) Olympic Boulevard in front of Roxbury Park; and 3) the southeast corner of the intersection of Olympic Boulevard and Doheny Drive. The bus shelter on Canon Drive is no longer an active bus stop.

CBS Outdoor provided the bus shelters and maintains them twice-weekly based on a permit issued by the Department of Transportation that expired in 1981 to the Convenience and Safety Corporation of Orange County which CBS Outdoor acquired. CBS posts 70" high by 48" wide advertisements in the shelters, typically of movies or television shows based on City of Los Angeles specifications (attached). As the permit has expired, the City could also require that the bus shelters be removed and pavement restored to its original condition at any time.

Except for the "Metro Rapid" bus benches and shelters which the Los Angeles County Metropolitan Transportation Authority (Metro) owns, Cities have jurisdiction over the bus benches and shelters. Many Cities have contracts with advertising companies to generate revenue in addition to the provision and maintenance of the bus shelters.

Staff's work plan includes an evaluation of replacing all bus stops and installing bus shelters Citywide this Spring. For bus shelters, the City has the option of replacing them at City cost with no advertising, contracting with an advertising company to install and maintain them, or remove the bus shelters altogether.

Until recently, current Public Works & Transportation staff had not received any inquiries regarding the bus shelters and advertisements. Pending City Council direction, Staff will

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schedule a meeting with representatives of CBS Outdoor to discuss a course of action. Staff will request the immediate removal of the bus shelter on Canon Drive.

FISCAL IMPACT

At this time, there is no fiscal impact unless the bus shelters are replaced without advertising.

RECOMMENDATION

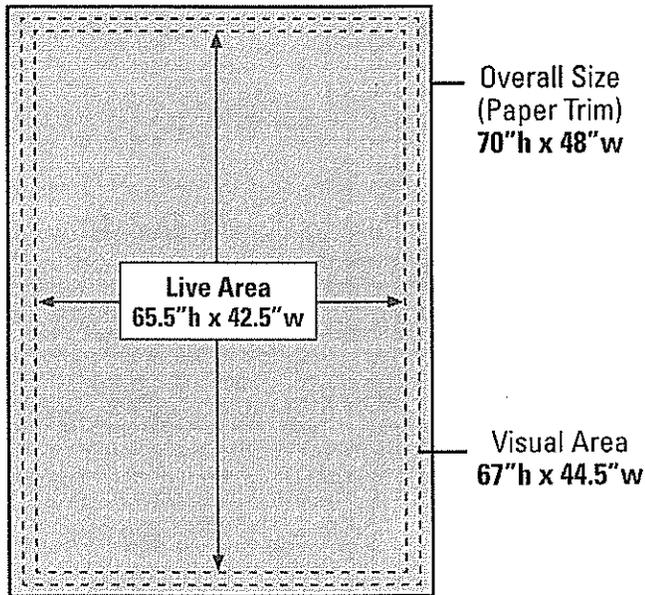
At this time, staff seeks City Council input regarding the immediate status of the bus shelters and the subject of advertising on the remaining two bus shelters.

 David Gustavson
Approved By

TRANSIT SHELTER

©CBS/Decaux

LOS ANGELES
SPEC SHEET



FINAL SIZE	Height x Width
Overall Size (Paper Trim)	70" x 48"
Visual Area	67.5" x 44.5"
Live Area	65.5" x 42.5"
ARTWORK SIZE	Height x Width
Scale	1/4" = 1"
Overall Size (Paper Trim)	17.5" x 12"
Visual Area	16.875" x 11.125"
Live Area	16.375" x 10.625"
Resolution	300 dpi

DIGITAL FILE REQUIREMENTS

Correct preparation of digital files is critical for timely production of your product.

- **Preview File:** You must send a preview file with every job. Low Resolution PDF or JPEG format.
- **CMYK:** All images.
- **Image DPI:** 300 dpi at artwork size.
- **Acceptable File Formats:**
 - Flattened TIF
 - Flattened PSD (No layered files please)
 - EPS (Fonts must be outlined and images embedded)
 - AI (Fonts must be outlined and images embedded)
 - Quark or InDesign (Must include all fonts and images)
 - Please do not submit PDF or JPEG as final art.

ARTWORK UPLOAD

Go to laftp.cbsoutdoor.com (no www) in your web browser and fill in the form on the upload page.

Please include the following information in your upload form:

- Advertiser (Not the ad agency)
- CBS Outdoor Account Executive
- Ad Size (Not file size)
- Main Tag Line or campaign concept

PRINTING

- Print on Opaline. Matte finish recommended.
- Do not print on Styrene.
- Refer to our A.S.T. (Approved Substrate Table) for further details.

OVERAGE

25% overage is required for each month of posting.

SHIP TO:

Shelter Clean
Attn: Alan Mudge
11065 Penrose St.
Sun Valley, CA 91352
(818) 767-9162

* You must label all boxes: **CBS OUTDOOR SHELTERS**

Updated 7-2-08

CITY OF BEVERLY HILLS
DEPARTMENT OF TRANSPORTATION

PERMIT FOR
INSTALLATION OF BUS SHELTERS

Convenience and Safety Corporation of Orange County, 2911 Pendleton Avenue, Santa Ana, California, hereinafter "Permittee", is hereby authorized to install, maintain and operate within the incorporated area of the City of Beverly Hills, California, five bus shelters including two existing shelters upon the following conditions:

1. The term of this permit shall be for a period of seven months commencing on the date of issuance hereof and terminating without further notice on December 31, 1981.
2. Plans and specifications for the shelters shall be submitted to the Building Department of City for approval as to conformance with all applicable laws, regulations and rules.
3. Locations of the shelters shall be approved by the Council of City upon recommendation of the Director of the Department of Transportation and written approval thereof by the record owner of the land abutting the proposed location.
4. Installation, maintenance, operation and removal of the shelters shall be at no cost to the City. Without limiting the generality of the foregoing, Permittee shall pay all costs for licenses, permits, fees, taxes, construction, materials, equipment, labor, utilities, maintenance, repair, operation, removal and restoration of sites to their pre-permit condition and use.
5. Upon termination of this permit, at the conclusion of the term hereof or sooner as hereinafter provided, Permittee shall, within thirty (30) calendar days, remove such shelters and restore the sites to their original condition and use. Such restoration shall be approved by and at the sole satisfaction of the Director of the Department of Transportation. Permittee shall guarantee all restoration work for a period of one (1) year after approval from any patent defect in materials, workmanship or construction.
6. Permittee may place within the shelters such advertising as is not objectionable to the Council of City. Upon oral request of the Director of the Department of Transportation Permittee shall, within twenty-four (24) hours remove from the shelters any objectionable advertisement. The Council of City shall be the sole judge of the nature of the advertisements placed by Permittee. As used herein, "advertisement" shall include any and every display, sign, picture, placard, poster, bill, notice or similar item.

7. INSURANCE.

a. PERMITTEE agrees that at all times during the term of this Permit and any renewal or extension thereof, it shall maintain in force insurance policies which shall insure and indemnify the PERMITTEE and the CITY, the City Council and each member thereof, and every officer and employee of the CITY against liability of financial loss resulting from any suits, claims or actions brought by any person or persons and from all costs and expense of litigation brought against the CITY, the City Council and every member thereof, in the amount of One Million Dollars (\$1,000,000.00) combined single limit for any injury to persons and/or damage to property in or about said shelters by reason of the use and occupation by PERMITTEE or by any other person or persons of said premises and the activities of PERMITTEE together with an endorsement as set forth in Exhibit "A" attached hereto.

b. PERMITTEE shall at all times, during the term of the Permit, carry and maintain in full force and effect a policy or policies of Workmen's Compensation as required by law.

c. The CITY, the City Council and each member thereof, and every officer and employee of the CITY shall be named as an additional insured on liability policies. Said policies shall be issued by an insurer acceptable to the City's Risk Manager. Said policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the CITY having been given forty-five (45) days' prior written notice thereof by such carrier. PERMITTEE agrees that he shall not cancel or reduce said insurance coverage.

d. At all times during the term of this Permit and prior to undertaking any activity authorized hereby, PERMITTEE shall maintain on file with the City Clerk of the CITY a certificate of the insurance carrier or carriers showing that the aforesaid insurance policies are in effect in the amounts above provided and if requested by CITY, a copy of each insurance policy.

e. Unless resulting from an act or omission by CITY, its agents or employees, CITY shall not be liable for injury or damage which may be sustained by the property of PERMITTEE, or any other person in or about said shelters caused by or resulting from any omission or act of any person or nature, whether the said damage or injury results from conditions arising from said shelters or from the condition of the property of CITY.

f. To the extent permitted by their respective insurance policies, the CITY and PERMITTEE hereby waive any rights of subrogation against the other.

8. Permittee shall post by cash or certified check or irrevocable letter of credit payable to the City of Beverly Hills a security deposit in the amount of Five Thousand (\$5,000.000) dollars for the faithful performance of each and every condition of this permit. Such deposit shall continue through the guarantee period set forth in condition 5 hereof. Upon complete compliance with each and every condition hereof, City shall refund such deposit or the balance thereof as not utilized by City to cure any default of Permittee hereunder.

9. Should Permittee, after five (5) calendar days notice in writing of a default of any obligation on Permittee's part to be performed hereunder, fail to cure such default, City may cure such default and deduct the cost of same from the security deposit. The provisions of this condition are cumulative to any remedy at law or equity which City may have and curing a default pursuant to this condition shall not constitute a waiver of any remedy available to City. The foregoing time period to cure a default notwithstanding, City may cure any failure to remove objectionable advertising after the twenty-four (24) hour notice provided by condition 6 hereof.

10. This Permit nor any interest therein shall not be assigned, hypothecated, sold or transferred without the written consent of the Council of City first being had and obtained. Council of City reserves the right to refuse any such assignment, hypothecation, sale or transfer of this permit or any interest therein by voluntary or involuntary act of Permittee in its sole discretion and without giving the reasons therefor.

11. ~~Council of City may terminate this~~ Permit upon:

- a. A material breach of any condition hereof; or
- b. Upon delivery in writing of its intention to do so not more than fourteen (14) calendar days prior thereto.

12. Permittee may terminate this Permit at any time upon delivery of written notice thereof to the City Clerk, 450 North Crescent Drive, Beverly Hills, California 90210, with a copy thereof to the Director of Transportation, 341 North Foothill Road, Beverly Hills, California 90210.

13. Upon termination of this Permit, Permittee shall continue to be obligated, as the same is provided therein, to perform those obligations set forth in conditions 5, 7 and 8 hereof.

14. Any written notice required or permitted herein by City to be given to Permittee, shall be deemed given upon deposit thereof, postage prepaid, return receipt requested or registered in the United States mail addressed to Permittee as follows:

ENDORSEMENT

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of CITY shall be named as joint and several assured as respects claims arising out of the performance of the Permit between the City and Convenience and Safety Corporation for the installation of bus shelters.

It is further agreed that the following indemnity Agreement between the City of Beverly Hills and the named insured is covered under the policy: PERMITTEE agrees to indemnify, hold harmless and defend CITY, its City Council and each member thereof and every officer and employee of CITY from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against CITY, its City Council and each member thereof and any officer or employee of CITY which results directly or indirectly from the wrongful or negligent actions of PERMITTEE, its officers, employees, agents or others employed by PERMITTEE while engaged by PERMITTEE in the performance of this Permit.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company shall give forty-five (45) days written notice of cancellation or material change to the certificate holder.