

**A Resolution To Approve A Contract With Signal Outdoor Advertising, LLC, for  
Installation and Maintenance of Bus Shelters and Other Amenities  
R-42-2015**

**City Council of the City of Glenarden, Maryland  
2015 Legislation**

**Resolution: R-42-2015**  
**Introduced By: Carolyn Smallwood, Council President**  
**Co-Sponsors: At the request of the Administration**  
**Session: Regular Session**  
**Date of Introduction: April 13, 2015**

**A Resolution to Approve a Contract with Signal Outdoor Advertising, LLC, for  
Installation and Maintenance of Bus Shelters and Other Amenities.**

WHEREAS, there are bus stops located in City, County and State rights of way throughout  
the City; and

WHEREAS, the City previously contracted with Culver Amherst L.L.C. to install and  
maintain shelters at bus stops in various locations in the City, and authorized Culver Amherst,  
L.L.C., to display City approved advertising on those shelters; and

WHEREAS, Signal Outdoor Advertising, LLC, is a successor to Culver Amherst, L.L.C.,  
and wishes to contract with the City to continue to provide and maintain bus shelters; and

WHEREAS, there exists in the City a need for new public transit shelters, and  
other street furniture such as benches and kiosks; and

WHEREAS, the City is desirous of providing new bus shelters for the residents of  
the City and making provision for the continued maintenance and repair of existing shelters; and

WHEREAS, Signal Outdoor has agreed to erect new shelters and other amenities such as  
benches and kiosks with advertising displays and to maintain the existing bus shelters, as more  
particularly set out in the attached Agreement, marked as Exhibit A ; and

WHEREAS, the Council has determined that it is in the public interest to enter into an  
Agreement with Signal Outdoor Advertising, LLC, in substantially the form attached as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland  
sitting in Regular Session this 13th day of April, 2015 as follows:**

1. That the Contractor Agreement, in substantially the form as attached as Exhibit A,  
be and it is hereby approved.

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- 41           2.       That the Mayor be and he is authorized to sign the Contractor Agreement in  
42                   substantially the form as attached.  
43           3.       This Resolution shall take effect immediately upon passage.  
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45  
46 Date Approved: April 13, 2015  
47

48  
49 ATTEST:

50  
51 Toni Taylor  
52  
53 Toni Taylor, Council Clerk  
54

**City Council of Glenarden**

- Absent -  
Carolyn Smallwood, President, Ward I

Deborah A. Eason  
Deborah A. Eason, Vice-President Ward II

Elaine A. Carter  
Elaine A. Carter, Councilwoman II

Judy C. Diggs  
Judy Diggs, Councilwoman, At Large

James A. Herring  
James Herring, Councilman, Ward I

Absent  
Jennifer A. Jenkins, Councilwoman, Ward III

Maxine E. Phifer  
Maxine Phifer, Councilwoman, At Large

73  
74 Yes 5  
75 No 0  
76 Abstain 0

## AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between **Signal Outdoor Advertising, LLC**, a limited liability corporation of Delaware, licensed to do business in the State of Maryland, 200 Mansell Court East, Suite 430, Building 200, Roswell, GA 30076 ("Company"), and **City of Glenarden, Maryland**, a municipal corporation of the State of Maryland, 8600 Glenarden Parkway, Glenarden, Maryland 20706 ("City").

### RECITALS:

**WHEREAS**, there are currently a number of bus stops located throughout the City; and

**WHEREAS**, there exists in the City a continuing need for bus shelters, and possibly other street furniture such as benches and informational kiosks; and

**WHEREAS**, both the City and Company are desirous of maintaining the existing bus shelter inventory with advertising displays on surfaces of such shelters ("Advertising Shelters"), and other street furniture, benches, and informational kiosks (collectively called "Amenities") that may be installed;

**WHEREAS**, City is also desirous of making provision for new and replacement Advertising Shelters; and

**WHEREAS**, Company is willing to provide new and replacement Advertising Shelters and to continue the over-all cleaning, maintenance and repair obligations for the existing, new and replacement Advertising Shelters; and

**WHEREAS**, the City will permit the same, subject to the covenants and agreements hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, including the foregoing recitals, the parties hereto agree as follows:

### 1. GRANT OF RIGHTS

City hereby grants to Company the exclusive right to maintain the existing advertising shelters at bus stops and install new advertising shelters, benches or other advertising street furniture at existing and other locations to be agreed upon as provided herein. The City further grants to the Company the right to display advertising material on the Advertising Shelters or other street furniture, in accordance with, and subject to, the terms and conditions of this Agreement. When practicable, the City will not allow other street furniture to obstruct the line of site to the advertising faces of existing or new advertising shelters, or other advertising faces that may be installed.

### 2. REGULATIONS

This Agreement shall serve as specific written and public notice that the Advertising Shelters shall be considered a public service and amenity. Insofar as it is consistent with applicable State and County law and the City is not legally required to do otherwise, such shelters, shall not now, nor at any time in the future, be considered to fall under, nor become subject to, any existing, proposed, or future rules or regulations or ordinances pertaining to, but not limited to, billboards, outdoor signs, portable signs, building signs, or any other form of out-of-home advertising or sign ordinance rules, regulations or other ordinances.

### **3. PAYMENT TERMS**

Company shall pay to City a fee equal to ten percent (10%) of the advertising receipts generated from the Advertising Shelters. Payment of fees will be made semi-annually, not later than January 31<sup>st</sup> and July 31<sup>st</sup> for the prior six (6) month period (January 1-June 30 and July 1-December 31) in a form and content acceptable to the City. Company agrees to provide an accounting of its advertising receipts along with its payment. City shall have the right to review Company books and records with reasonable advance notice.

### **4. DESIGN OF SHELTERS**

Exhibit 1 details the current shelter design being used throughout the City. Any changes to the design of the Advertising Shelters must be approved by City. All shelters shall be accessible to disabled persons and must comply with the standards as established by the Americans with Disabilities Act (ADA) as amended from time-to-time. While the Company will not be required to install sidewalks or curb cuts to comply with these provisions, they will be responsible for providing ADA improvements at bus stops between sidewalks and existing curb. Company's responsibility is limited to advertising shelter, foundation, electric and minor sidewalk connectivity.

Wherever possible, any new Advertising Shelters installed in the City will be illuminated. This should be achieved through a combination of traditional hard wiring to local utilities as well as solar power at viable sites.

### **5. LOCATION OF NEW SHELTERS**

The City and Company may select mutually beneficial locations for any new or relocated Advertising Shelters or other street furniture to meet the intent of this program. Final approval of each location shall be made by the City. When existing shelters are relocated, the Company will be responsible for all relocation costs.

### **6. INSTALLATION SCHEDULE**

The installation of any additional Advertising Shelters will be done with the mutual written agreement of both the City and the Company. The construction of any New Advertising Shelters in Glenarden shall be completed subject to location availability, physical space availability and ability to secure all applicable permits.

### **7. PERMITTING RESPONSIBILITY**

All site construction and installation of shelters is the responsibility of Company. Company is responsible for all costs associated for any permits required to construct or install the shelters. Company and City are responsible to obtain all required permits to install shelters from the City, Prince George's County, and the State of Maryland and for compliance with State, County and City laws and regulations. Company will obtain any required permits or licenses from the Washington Metropolitan Area Transit Authority. City will assist with right-of-way determination by providing records of property ownership and mapping where available. Company is expected to use engineered site drawings with each permit application where right-of-way is questionable indicating right of way boundaries for the shelter placement. In addition, these drawings will indicate guidelines for various other requirements including ADA standards and utilities.

### **8. ADVERTISING ON SHELTERS**

Advertisements displayed under the terms of this Agreement shall be of reputable character, shall conform to recognized business standards, and shall not conflict with the laws of the United States, the State of Maryland, or the City. No tobacco or alcohol, firearms or other weapons or sexually oriented advertisements will be permitted. Use of neon lighting is prohibited. Additionally, the Company grants the City the right to disapprove advertisements deemed inappropriate by the City. Company shall remove said advertisements within twenty-four (24) hours of receiving written notification.

## 9. DISTURBANCE

If the location of any shelter becomes a safety hazard or a chronic problem to the City, then City shall notify Company in writing of the problem and Company shall have ten working (10) days to correct the problem. If the problem cannot be rectified, then Company shall remove shelter from said location. In such case, the City and Company shall endeavor to agree upon a satisfactory replacement location for the shelter. Company shall remove any shelter which shall interfere in any way with the construction, maintenance or repairs of public utilities, public works, or public improvements, or which because of its location, in the opinion of the City shall be deemed to interfere in any way with the normal and orderly flow of vehicular traffic prior to the installation of such shelter, and restore the respective sidewalks and curbs to their proper and original condition, if so required by the City. Nothing in this paragraph shall prevent the City from taking immediate action to remedy an unsafe condition that poses an imminent threat to public safety.

## 10. MAINTENANCE

Company shall maintain all Amenities in good repair and shall be solely responsible for the cleaning, repair, and replacement of any part thereof, including advertising materials as detailed below:

### a. CLEANING

Exhibit 2 details the cleaning schedule applicable to this Agreement. Based on this schedule, Company will provide regular cleaning and maintenance of all Advertising Shelters in the City as described below:

- The bench and any advertising display panel shall be cleaned on the outside surface and all other glass or vertical panels shall be cleaned on both surfaces of each shelter.
- Removal of any graffiti.
- Emptying of trash containers as well as pick-up and removal of trash and debris within a fifteen (15) foot radius of the shelter.
- Four (4) times a year, or more often if deemed necessary by the City, the dome of each shelter shall be cleaned.
- Posters, pamphlets and any other materials not a part of the formal advertising shall be removed.

The cleaning schedule may be modified as necessary to keep these areas free of trash and debris. City will work with Company to establish a centrally located property within the City where trash from Glenarden bus stop sites can be deposited at no cost to the Company.

### b. PREVENTIVE MAINTENANCE

(1) Once each year, the entire frame and bench of each Advertising Shelter shall be inspected and, as needed, painted or otherwise coated with appropriate paint or other material to prevent corrosion, correct the effects of weathering or any other damage. Paint or coating shall match existing shelter color and all surfaces shall be prepared in accordance with manufacturer's guidelines.

(2) Once each year, the entire shelter frame, panels, and bench shall be inspected and all loose fittings and hardware tightened or replaced and all loose caulking, glazing or sealant removed and replaced to provide a proper seal, seam and fit.

### c. REPAIR AND REPLACEMENT

(1) In addition to the cleaning and preventive maintenance referenced above, Company shall be responsible for monitoring all shelters for necessary repairs. Any and all damage to the shelter or any shelter component part or assembly shall be repaired or replaced by Company within two (2) working days after observance of the problem or within five (5) working days after notification by the City.

(2) Lighting problems shall be corrected within twenty-four (24) hours after observance of the problem or after notification by the City.

### d. GRAFFITI ABATEMENT

(1) Intensified Frequency – Company will visit high graffiti shelter sites daily for several weeks to remove graffiti. This usually discourages the culprits and enhances overall abatement efforts.

(2) Police Assistance – Company will ask local police to patrol certain shelter sites that are prone to graffiti and vandalism. This reinforces the Company's surveillance efforts.

### 11. CHRONIC VANDALISM

In the event that any Advertising Shelters shall have been vandalized to the extent that the cumulative expenses of all repairs shall exceed one-half (1/2) of the cost of the original construction thereof, Company shall have the right to remove said shelter and replace it at another approved location. Company shall restore the sidewalk encompassed by said shelters so removed to a condition equivalent to status quo ante and at its own cost. With City's permission, Company may elect to install an advertising bench as a replacement amenity, if benches meet all city, county and state ordinances. If vandalism persists on the advertising bench, Company may elect to remove the bench and vacate the location without further responsibility or liability.

### 12. RESPONDING TO COMPLAINTS

Responding to problems and complaints will be handled through the following methods:

a. Complaints will be logged by the Company and reviewed on a frequent and regular basis. The Company will respond to routine complaints related to shelter or bench installations or site cleaning and maintenance within twenty-four (24) hours.

b. Serious or urgent complaints, such as those involving an unsafe or hazardous condition, will receive a response as soon as is physically possible, and no later than twenty-four (24) hours from the time of first receipt of complaint. These types of complaints may require the Company to confer with City personnel prior to responding to complaining party.

c. A Complaint and Comment Log will be kept in Company's office. Copies of the complaint log will be made available to City on a semi-annual basis or upon request.

d. If Company fails to repair, remedy or clean the shelter within the time frames detailed above, City may remedy, repair or clean the shelter and assess the cost against Company.

### 13. INSTALLING ADVERTISING SIGN

Signs will be installed by an employee or subcontractor of Company. Company will ensure that signs are installed on a timely basis and in a professional manner. An installation log will be maintained by Company and will be available for review by City upon request.

**14. INDEMNIFICATION/INSURANCE** Company shall indemnify and hold harmless City from and against all claims, damages, losses and expenses of any nature whatsoever arising out of or resulting from any conduct or activity attributable to Company and contemplated by this Agreement, including, but not limited to, construction, maintenance, advertisement and subsequent use of the Advertising Shelters and Amenities, provided that any such claim, damage, loss or expense which results in bodily injury sickness, disease or death or to injury or to destruction of tangible or intangible property, including the loss of the use resulting therefrom, is caused in whole or in part by any negligent or intentional act of commission or omission by Company or its contractor, subcontractor or anyone directly or indirectly employed by any of them, or anyone whose acts any of them might be liable for, shall render Company responsible. Company shall procure, carry and pay for a comprehensive general liability insurance policy with minimum limits of \$1,000,000 on account of bodily injury or death of a person or persons and \$1,000,000 on account of damage to property. Company shall obtain automobile fleet insurance in the amount of \$1,000,000.00 for personal injury, for each occurrence/aggregate, and \$500,000.00 for property damage for each occurrence/aggregate. A Certificate of Insurance naming the City as additional insured shall be submitted to the City prior to installation of any Advertising Shelter or Non-Advertising Shelter. In addition, Company shall indemnify and defend the City for any costs it may incur if the validity of this Agreement is challenged by a third party. Company shall maintain statutory workers' compensation coverage and unemployment insurance if required by the State of Maryland.

All insurance policies of any nature shall name City as additional insured and Company shall furnish City with copies of all policy certificates. Company shall provide City no less than thirty (30) days advance written notice of cancellation or non-renewal of any Policy.

Provision of any insurance required herein does not relieve consultant of any of the responsibilities or obligations assumed by the consultant in the contract awarded, or for which the consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

#### **15. EXPIRATION OR TERMINATION**

This contract shall expire, renew or terminate only as set forth below.

- a. This initial term ("Term") of this Agreement shall expire three (3) years from the date of execution noted at the top of Page 1.
- b. This Agreement will be automatically renewed for a period of three (3) years unless written notice of termination is received by the Company from the City ninety (90) days prior to the expiration of the initial Term, provided that the Company has, at least 120 days prior to the expiration date, advised the City that its failure to terminate will result in an automatic renewal of three years. The renewal shall be based on the same terms and conditions as the initial term. Additional like-term renewals shall follow this procedure until terminated in writing to Company at least ninety (90) days prior to the expiration of the then current term.
- c. Either party may terminate this Agreement for reasons of non-compliance with any of the provisions of this Agreement (default) by the other party, provided that the party electing to terminate shall have notified the defaulting party of the alleged violation and said violation shall not have been rectified within thirty (30) days thereafter. In the event that Company shall be in default, which default is not rectified under the terms of this paragraph, Company, after notice by City, shall have a period of three (3) months from the date of said notice by City to obtain an executed agreement to sell or assign its interest under this Agreement. Any sale or assignment shall require the consent of the City in accordance with Paragraph 21 of this Agreement. Thereafter, settlement on the sale or assignment shall occur within three (3) months from the date of the agreement by Company to sell or assign its interest. Company's failure to execute an agreement to sell or assign its interest under this Agreement within the three (3) months provided, or its failure to settle on the sale or assignment of its interest within three (3) months of executing an agreement

for same shall result in the termination of this Agreement, and upon said termination the provisions of subparagraph (e) of this Paragraph 16 shall take effect.  
d. This Agreement may be terminated by mutual agreement.

Upon expiration or termination of this Agreement, as set forth above, the following shall occur:

e. In the event that the program is terminated or expires, Company shall, if requested, promptly remove any or all advertising boxes as directed, leaving the shelters otherwise intact, and neither City nor Company shall have any further rights or obligations under this Agreement. In any case, any advertising boxes removed must be done so within thirty (30) days following termination of the Advertising Shelter program. Upon removal of advertising boxes, all Advertising Shelters shall be restored to the same condition as upon installation and shall resemble Non-Advertising Shelters following removal of boxes. City shall retain ownership to all shelters and/or other street furniture after expiration of this Agreement.

#### **16. EXCUSABLE DEFAULT**

Company shall not be held in default of this Agreement if it is prevented from performing hereunder by inability to acquire necessary materials, acts of God or inability to reach agreement with utility companies.

#### **17. RESOLUTION OF DISPUTES**

All disputes arising under the Agreement which are not disposed of by agreement of the parties must first attempt to be resolved under procedures (a)-(d) listed below. Pending final resolution of a dispute, Company must proceed diligently with Agreement performance. A claim must be in writing for a sum certain, and any money requested must be fully supported by all cost and pricing information.

a. All disputes, claims, questions of fact or interpretation of the Agreement, documents not disposed of by agreement, or express provision of the Agreement arising between the Company and the City after performance has commenced, but before termination of the Agreement, are decided by the City Manager or his/her designee.

b. The City Manager or designee must give Company not less than three (3) working days to submit documentation and written reasons supporting Company's position in the dispute. The City Manager or designee may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and argument. The City Attorney may participate in the hearings to protect the City's interest.

c. The City Manager or designee must render a decision in writing, stating reasons for it, and provide copies to Company and the City Attorney. If the decision is mailed to Company, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to Company.

d. The written decision of the City Manager must be sent to all parties.

#### **18. MISCELLANEOUS PROVISIONS**

Company warrants that all shelters shall meet rigid standards of design and construction, as defined by the City, so that the shelters are attractive, utilitarian and safe at all times, as well as in accordance with the Uniform Construction Code and subject to all appropriate municipal inspections.

#### **19. MAILING OF NOTICES**

Company designates the address specified on Page 1 of this Agreement as the place where all notices provided for under this Agreement shall be sent.

## **20. ASSIGNMENT**

Any assignment by Company of its rights under this Agreement shall be subject to written approval of City, which approval shall not be unreasonably withheld. City's consent to any sale or assignment of Company's interests under this Agreement is contingent upon Company's demonstration that the successor or assignee of Company's interests under this Agreement shall have the ability, as defined by the City, to perform all of Company's obligations under the terms of this Agreement.

## **21. COMPLIANCE WITH LAWS / ENTIRE AGREEMENT / MODIFICATION**

Company, in the performance of this Agreement, agrees to comply with all applicable state and federal laws and City ordinances. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding the subject matter shall be deemed to exist or bind either of the parties hereto. Moreover, this Agreement may not be modified, except in a writing signed by both parties, .

## **22. LAW CONTROLLING**

It is the understanding of the parties that this Agreement shall be controlled by the laws of the State of Maryland without regard to its conflict of law provisions.

## **23. PROHIBITED INTERESTS**

No member, officer, or employee of City during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **24. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, , disability, age, marital status, gender or gender identity.. Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, , disability, age, marital status gender or gender identity.

## **25. CONFIDENTIALITY**

Company agrees that all knowledge and information that Company, its agents and employees, may receive from the City or from its officials, employees or other sources, or by virtue of the performance of services under and pursuant to this Agreement, which are included or referenced in Sections 4-301 *et seq.* General Provisions, Annotated Code of Maryland, as amended,, shall not be directly or indirectly disclosed by Company, its agents or employees, to any person whatsoever unless authorized to do so by the City Manager of the City. This confidentiality provision shall also apply to any information, activity or record designated to Company by City as being "confidential" or "privileged."

## **26. EFFECT OF PARTIAL INVALIDITY**

If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto set forth their hands and seal the date set forth above.

**SIGNAL OUTDOOR ADVERTISING, LLC:**

\_\_\_\_\_  
Name: James A. McLaughlin

Title: Chief Executive Officer

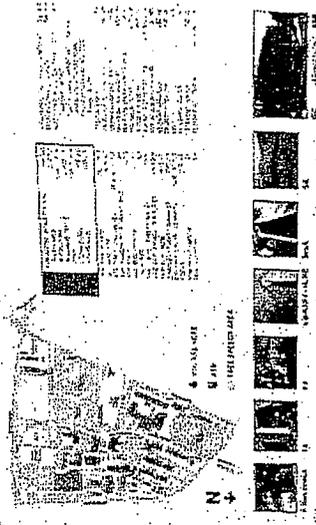
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Witness

**CITY OF GLENARDEN:**

\_\_\_\_\_  
Dennis Smith, Mayor

\_\_\_\_\_  
Witness

WEST LOS ANGELES COLLEGE



ADMISSIONS - SSB  
Student Services Building  
Bookstore | Café

Library - HLRC

Fine Arts - FA

CE, MSA / MSB

GO WEST. GO FAR.

WEST LOS ANGELES COLLEGE

What moves you



**\$750**  
COLLEGE REBATE

PLUS  
7 YEARS WARRANTY  
UNDER \$20K

SEVEN TRUST  
AP



CAMPUS NEWS & EVENTS  
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# Loudoun County Transit



Morning Commuter Bus Service to West Falls  
Church Metro Station, Rosslyn, the Pentagon,  
Crystal City and Washington, D.C.

