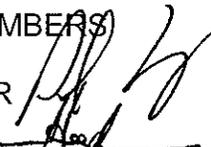


Council/Agency Meeting Held: _____	City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 1/7/2008	Department ID Number: 08-04

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: PAUL EMERY, INTERIM CITY ADMINISTRATOR 

PREPARED BY:  TRAVIS K. HOPKINS, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT: APPROVE ASSIGNMENT AGREEMENT SIGNAL OUTDOOR ADVERTISING, LLC AND CLEAR CHANNEL OUTDOOR, INC. FOR BUS BENCH AND SHELTER FRANCHISE SERVICES

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
--

Statement of Issue: The current franchise operator of City bus benches and shelters, Signal Outdoor Advertising, LLC, is requesting assignment of the remainder of the contract to another vendor in accordance with provisions of the current agreement.

Funding Source: No funding is needed for the recommended action. Franchise payment requirements to the City are unaffected by the recommended action. Annual franchise revenue is approximately \$355,000.

Recommended Action: Motion to:

Approve and Authorize the Mayor and City Clerk to execute the Assignment Agreement between the City of Huntington Beach, Signal Outdoor Advertising, LLC and Clear Channel Outdoor, Inc.

Alternative Action(s): Do not execute the requested agreement.

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 1/7/2008

DEPARTMENT ID NUMBER: 08-04

Analysis: The current franchise agreement with Signal Outdoor Advertising, formerly Culver Amherst, LLC, was originally signed in 1999 and amended in 2003. The agreement includes provisions for the assignment of the rights and obligations of the agreement with prior written approval from the City. Signal Outdoor Advertising has formally requested the assignment of the agreement to Clear Channel Outdoor, Inc. The City Attorney's office has prepared an Assignment Agreement reflecting the terms of the assignment that has been accepted by both Signal Outdoor Advertising and Clear Channel Outdoor.

No substantive changes to the terms of the agreement have been proposed or included as a part of the assignment agreement. Clear Channel Outdoor will be required to satisfy all of the obligations set forth in the agreement, including the terms of compensation to the City, through the remainder of the contact term of May 2009. Clear Channel Outdoor is a large national outdoor advertising corporation with substantial experience locally and throughout the country managing and maintaining bus bench and shelter programs. They have demonstrated their ability to meet the requirement for indemnification and bonding.

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Assignment Agreement between the City of Huntington Beach and Signal Outdoor Advertising, LLC and Clear Channel Outdoor, Inc.

E3.3

ATTACHMENT #1

INTENTIONALLY
LEFT
BLANK

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made this day _____ of _____, by and between Signal Outdoor Advertising, LLC, formerly named, Culver Amherst, LLC, hereinafter "Assignor," and Clear Channel Outdoor, Inc., hereinafter "Assignee;" and the City of Huntington Beach "City".

RECITALS

WHEREAS, on May 3rd, 1999, Assignor entered into a non-exclusive transit advertising franchise agreement with the City, pursuant to Huntington Beach Municipal Code Chapter 12, hereinafter "Franchise Agreement" and;

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Franchise Agreement to Assignee; and

WHEREAS, the Franchise Agreement requires the prior written consent of the City for the assignment thereof,

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns all of its right, title, and interest, and delegates all its obligations responsibilities and duties, in and to the Franchise Agreement, to Assignee.
2. Assignee hereby accepts the assignment of all of Assignor's obligations responsibilities and duties under the Franchise Agreement and all of Assignor's right, title and interest in and to the Franchise Agreement.
3. City hereby consents to the assignment from Assignor to Assignee.

4. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the City from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the Franchise Agreement and resulting from Assignee's performance after the assignment of the Franchise Agreement, provided however, that after the assignment of the Franchise Agreement the City shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from Assignee's performance.

5. Assignee agrees to indemnify the City from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Franchise Agreement.

6. The City, in executing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Franchise Agreement.

7. Parties acknowledge and agree that the Franchise Agreement will continue in full force and effect until the assignment has been completed as evidenced by execution by all parties of this Consent to Assignment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first above written.

ASSIGNOR

SIGNAL OUTDOOR ADVERTISING, LLC

By: John Saverly
JOHN SAVERLY
print name

ITS: (circle one) Chairman/President/Vice President/Member / Manager

CITY OF HUNTINGTON BEACH, A municipal corporation of the State of California

Mayor

City Clerk

AND

By: Gabriel E. Aronow
GABRIEL E. ARONOW
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer/Member / Manager

INITIATED AND APPROVED:

[Signature]
Department Head

REVIEWED AND APPROVED:

[Signature]
City Administrator

ASSIGNEE

CLEAR CHANNEL OUTDOOR INC.,

By: _____
_____ print name

ITS: (circle one) Chairman/President/Vice President

APPROVED AS TO FORM:

Scott Field
City Attorney
MV-18-15-07
KC 12/18/07

AND

By: _____
_____ print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

COUNTERPART

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first above written.

ASSIGNOR
SIGNAL OUTDOOR ADVERTISING, LLC

CITY OF HUNTINGTON BEACH, A
municipal corporation of the State of
California

By: _____

print name

ITS: (circle one) Chairman/President/Vice President/
Member / Manager

Mayor

AND

City Clerk

By: _____

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary – Treasurer/Member / Manager

Department Head

INITIATED AND APPROVED:

REVIEWED AND APPROVED:

City Administrator

ASSIGNEE
CLEAR CHANNEL OUTDOOR INC.,

APPROVED AS TO FORM:

By: _____

print name

ITS: (circle one) Chairman/President/Vice President

City Attorney *mv - 10-15-07*

AND

By: _____
Kurt Tingey

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

COUNTERPART

Billboard Location Schedule

Number	Site at	City	ZIPcode
HB1	EB Adams Ave E/O Beach Blvd.	Huntington Beac	92646
HB10	EB Warner Avenue OPP Sculpin	Huntington Beac	92647
HB102	NB Golden West Street Ent. Huntington Park	Huntington Beac	92648
HB103	NB Golden West Street S/O Bench Park Cafe	Huntington Beac	92647
HB104	NB Golden West Street S/O Norma Drive	Huntington Beac	92647
HB106	NB Golden West Street N/O Warner Avenue	Huntington Beac	92647
HB107	SB Golden West Street S/O Bolsa	Huntington Beac	92647
HB108	SB Golden West Street S/O Edinger Avenue	Huntington Beac	92647
HB109	SB Golden West Street S/O Warner Avenue	Huntington Beac	92647
HB11	WB Adams Avenue W/O Piccadily Lane	Huntington Beac	92646
HB12	WB Adams Avenue W/O Derbyshire Lane	Huntington Beac	92646
HB121	EB Hamilton Avenue E/O Bushard Street	Huntington Beac	92646
HB122	WB Hamilton Avenue W/O Brookhusrt Street	Huntington Beac	92646
HB124	SB Magnolia Street S/O Garfield Avenue	Huntington Beac	92646
HB125	SB Magnolia Street OPP Hyde Park Drive	Huntington Beac	92646
HB127	SB Magnolia Street OPP Madeline Drive	Huntington Beac	92646
HB129	SB Magnolia Street N/O Ent. Edison Center	Huntington Beac	92646
HB13	WB Adams Avenue W/O Coldwater Lane	Huntington Beac	92646
HB131	SB Magnolia Street N/O Clipper Drive	Huntington Beac	92646
HB132	NB Magnolia Street OPP Stillwell Drive	Huntington Beac	92646
HB133	NB Magnolia Street N/O Indianapolis Avenue	Huntington Beac	92646
HB134	NB Magnolia Street N/O Adams Avenue	Huntington Beac	92646
HB136	NB Magnolia Street N/O Village	Huntington Beac	92646
HB137	NB Main Street N/O Utica Avenue	Huntington Beac	92648
HB138	NB Main Street S/O Yorktown Avenue	Huntington Beac	92648
HB14	WB Atlanta Street W/O Newland Street	Huntington Beac	92646
HB140	NB Main Street S/O Huntington Street	Huntington Beac	92648
HB141	NB Main Street N/O Delaware Street	Huntington Beac	92648
HB142	NB Main Street N/O Florida Street	Huntington Beac	92648
HB143	SB Main Street S/O Ellis Avenue	Huntington Beac	92648
HB144	SB Main Street OPP Florida Street	Huntington Beac	92648
HB145	SB Main Street S/O Yorktown Avenue	Huntington Beac	92648
HB147	WB McFadden Avenue W/O Golden West Street	Huntington Beac	92647
HB149	SB Springdale Street S/O Bolsa Avenue	Huntington Beac	92649
HB15	EB Atlanta Street E/O Beach Blvd	Huntington Beac	92646
HB150	EB Talbert Avenue E/O Beach Boulevard	Huntington Beac	92647
HB153	EB Warner Avenue E/O Springdale Street	Huntington Beac	92649
HB154	EB Warner Avenue E/O Green Street	Huntington Beac	92649
HB155	EB Warner Avenue E/O Golden West Street	Huntington Beac	92647
HB156	EB Warner Avenue W/O Gothard Street	Huntington Beac	92647
HB157	EB Warner Avenue W/O Beach Boulevard	Huntington Beac	92647
HB158	EB Warner Avenue E/O Rotterdam Lane	Huntington Beac	92647
HB159	EB Warner Avenue @ California Apartments	Huntington Beac	92647
HB16	NB Beach Blvd N/O Terry Drive	Huntington Beac	92647
HB161	EB Warner Avenue W/O Nichols Street	Huntington Beac	92647
HB163	WB Warner Avenue W/O Newland Avenue	Huntington Beac	92647
HB164	WB Warner Avenue W/O Gothard Street	Huntington Beac	92647
HB165	WB Warner Avenue W/O Magnolia Street	Huntington Beac	92647

HB166	WB Warner Avenue E/O Ross Lane	Huntington Beac	92647
HB167	WB Warner Avenue OPP Rotterdam Lane	Huntington Beac	92647
HB168	WB Warner Avenue @ 7151 Warner	Huntington Beac	92647
HB169	WB Warner Avenue W/O Golden West Street	Huntington Beac	92647
HB170	WB Warner Avenue W/O Springdale Street	Huntington Beac	92649
HB171	WB Warner Avenue W/O Graham Street	Huntington Beac	92649
HB172	WB Warner Avenue E/O Nichols Street	Huntington Beac	92647
HB173	WB Warner Avenue W/O Lynn Street	Huntington Beac	92649
HB174	WB Warner Avenue OPP Leslie Lane	Huntington Beac	92649
HB175	WB Warner Avenue W/O Beach Boulevard	Huntington Beac	92647
HB176	EB Warner Avenue E/O Leslie Lane	Huntington Beac	92649
HB177	NB 17th Street S/O Adams Ave	Huntington Beac	92648
HB178	EB Yorktown Avenue E/O Main Street	Huntington Beac	92648
HB179	SB 17th Street S/O Main Street	Huntington Beac	92648
HB18	NB Beach Blvd S/O Newman Ave.	Huntington Beac	92647
HB180	SB 17th Street S/O Pecan Street	Huntington Beac	92648
HB19	NB Beach Boulevard N/O Indianapolis Boulevard	Huntington Beac	92646
HB20	NB Beach Boulevard N/O Adams Avenue	Huntington Beac	92646
HB200	WB Warner Ave W/O Alonguin Street	Huntington Beac	92649
HB21	NB Beach Boulevard N/O Utica Avenue	Huntington Beac	92646
HB219	WB Yorktown Ave. W/O Main Street	Huntington Beac	92648
HB22	NB Beach Boulevard N/O Yorktown Avenue	Huntington Beac	92646
HB23	NB Beach Boulevard N/O Garfield Avenue	Huntington Beac	92646
HB235	SB Springdale Street S/O Machine Drive	Huntington Beac	92649
HB236	WB Center Avenue W/O Village Lane	Huntington Beac	92647
HB237	EB Center Avenue E/O Village Lane	Huntington Beac	92647
HB238	SB Springdale Street S/O Engineer Drive	Huntington Beac	92649
HB239	WB Warner Avenue W/O Lark Lane	Huntington Beac	92649
HB24	NB Beach Boulevard N/O Ellis Avenue	Huntington Beac	92646
HB240	NB Magnolia Street N/O Hamilton Avenue	Huntington Beac	92646
HB241	NB Magnolia Street S/O Hyde Park Drive	Huntington Beac	92646
HB242	WB Adams Ave S/O Bushard Street	Huntington Beac	92646
HB243	WB Edinger Avenue W/O Plymouth Lane	Huntington Beac	92649
HB244	SB Brookhurst Street S/O Continental Drive	Huntington Beac	92646
HB246	SB Bolsa Chica St. S/O Edigner Ave.	Huntington Beac	92649
HB247	EB Macfadden Ave. E/O Graham	Huntington Beac	92649
HB248	WB Warner Ave W/O Bolsa Chica	Huntington Beac	92649
HB249	SB Bolsa Chica Street S/O Hiel Ave	Huntington Beac	92649
HB250	WB Talbert Ave. W/O Beach Blvd.	Huntington Beac	92648
HB251	EB Bolsa Ave @ 5362 Bolsa Avenue	Huntington Beac	92649
HB252	EB Edinger Ave @ 8500 Edinger Ave.	Huntington Beac	92647
HB253	WB Edinger Ave. E/O Ent. GW College	Huntington Beac	92647
HB254	EB Edinger Ave. OPP Plymouth	Huntington Beac	92649
HB255	WB Edinger Ave W/O Edwards	Huntington Beac	92647
HB256	WB Bolsa Ave E/O Bolsa Chica Street	Huntington Beac	92647
HB257	SB Golden West Ent. Library/Talbert	Huntington Beac	92648
HB258	WB Edinger Avenue W/O Beach Blvd	Huntington Beac	92647
HB259	WB Edinger Ave opp. Sher Lane	Huntington Beac	92647
HB26	NB Beach Boulevard N/O Talbert Avenue	Huntington Beac	92647
HB260	NB Brookhurst N/O Adams Ave	Huntington Beac	92647

HB27	NB Beach Boulevard S/O Slater Avenue	Huntington Beac	92647
HB28	NB Beach Boulevard N/O Warner Avenue	Huntington Beac	92647
HB29	NB Beach Boulevard N/O Holland Drive	Huntington Beac	92647
HB3	EB Adams Avenue E/O Magnolia Lane	Huntington Beac	92646
HB30	NB Beach Boulevard N/O Atlanta Street	Huntington Beac	92646
HB32	NB Beach Boulevard N/O Seabridge Lane	Huntington Beac	92646
HB33	NB Beach Boulevard N/O Graziado Dr	Huntington Beac	92646
HB34	NB Beach Boulevard OPP Clay Ave	Huntington Beac	92646
HB35	SB Beach Boulevard N/O Stark Street	Huntington Beac	92647
HB36	SB Beach Boulevard N/O Mcdonald Avenue	Huntington Beac	92647
HB37	SB Beach Boulevard S/O Heil Ave.	Huntington Beac	92647
HB38	SB Beach Boulevard S/O Warner Avenue	Huntington Beac	92647
HB39	SB Beach Boulevard S/O Slater Avenue	Huntington Beac	92647
HB40	SB Beach Boulevard S/O Talbert Avenue	Huntington Beac	92648
HB41	SB Beach Boulevard S/O Main Street	Huntington Beac	92648
HB42	SB Beach Boulevard S/O Garfield Avenue	Huntington Beac	92648
HB43	SB Beach Boulevard S/O Yorktown Avenue	Huntington Beac	92648
HB44	SB Beach Boulevard S/O Utica Avenue	Huntington Beac	92648
HB45	SB Beach Boulevard S/O Adams Avenue	Huntington Beac	92648
HB46	SB Beach Boulevard N/O Memphis Avenue	Huntington Beac	92648
HB47	SB Beach Boulevard N/O Indianapolis Avenue	Huntington Beac	92648
HB49	SB Beach Boulevard S/O Clay Avenue	Huntington Beac	92648
HB5	EB Adams Avenue W/O Brookhurst Street	Huntington Beac	92646
HB50	SB Beach Boulevard S/O Terry Drive.	Huntington Beac	92647
HB53	SB Beach Boulevard OPP Constantine Drive	Huntington Beac	92648
HB55	SB Beach Boulevard S/O Atlanta Avenue	Huntington Beac	92648
HB56	SB Beach Boulevard S/O Liberty Avenue	Huntington Beac	92647
HB57	EB Bolsa Avenue E/O Springdale Street	Huntington Beac	92647
HB58	EB Bolsa Avenue W/O GoldenWest Street	Huntington Beac	92647
HB59	EB Bolsa Avenue E/O Victoria Lane	Huntington Beac	92647
HB6	EB Adams Avenue E/O Seabridge Lane	Huntington Beac	92646
HB60	WB Bolsa Avenue W/O Graham Street	Huntington Beac	92647
HB61	EB Bolsa Avenue W/O Graham Street	Huntington Beac	92649
HB62	NB Bolsa Chica Street N/O Heil Avenue	Huntington Beac	92649
HB63	NB Bolsa Chica Street N/O Sisson Drive	Huntington Beac	92649
HB64	SB Brookhurst St. S/O Adams Ave.	Huntington Beac	92646
HB65	NB Brookhurst Street N/O Hamilton Avenue	Huntington Beac	92646
HB66	NB Brookhurst St N/O Atlanta Ave.	Huntington Beac	92646
HB67	NB Brookhurst St. N/O Cliff Drive	Huntington Beac	92646
HB68	NB Brookhurst St. N/O Indianapolis Ave.	Huntington Beac	92646
HB69	NB Brookhurst Street N/O Adams Avenue	Huntington Beac	92646
HB7	EB Adams Avenue E/O Brookhurst Street	Huntington Beac	92646
HB70	NB Brookhurst Street N/O Yorktown Avenue	Huntington Beac	92646
HB71	NB Brookhurst Street N/O Kamuela Drive	Huntington Beac	92646
HB72	NB Brookhurst Street N/O Kukui Drive	Huntington Beac	92646
HB73	SB Brookhurst Street N/O 19361 Rancho Road	Huntington Beac	92646
HB75	SB Brookhurst Street S/O Constitution Drive	Huntington Beac	92646
HB76	SB Brookhurst St. S/O Indianapolis Ave.	Huntington Beac	92646
HB77	EB Center Ave E/O One Pacific Plaza	Huntington Beac	92647
HB78	WB Center Avenue W/O One Pacific Plaza	Huntington Beac	92647
HB79	EB Edinger Avenue W/O Springdale Street	Huntington Beac	92649

HB8	WB Adams Avenue W/O Magnolia Street	Huntington Beac	92646
HB80	EB Edinger Avenue E/O Golden West Street	Huntington Beac	92647
HB81	EB Edinger Avenue W/O Parkside Lane	Huntington Beac	92647
HB82	EB Edinger Avenue E/O Gothard Street	Huntington Beac	92647
HB83	EB Edinger Avenue @ 7598 Edinger Avenue	Huntington Beac	92647
HB85	EB Edinger Avenue E/O Marjan Lane	Huntington Beac	92647
HB86	NB Magnolia Street N/O Atlanta Ave.	Huntington Beac	92646
HB89	WB Edinger Avenue W/O Gothard Street	Huntington Beac	92647
HB9	WB Adams Avenue W/O Brookhurst Street	Huntington Beac	92646
HB90	WB Edinger Avenue W/O Golden West Street	Huntington Beac	92647
HB91	WB Edinger Avenue W/O Springdale Street	Huntington Beac	92649
HB94	EB Garfield Avenue E/O Magnolia Street	Huntington Beac	92646
HB96	EB Garfield Avenue E/O Beach Boulevard	Huntington Beac	92646
HB98	NB Bolsa Chica St. N/O Warner Ave.	Huntington Beac	92647

Page 4 of 4

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/29/07

PRODUCER
Marsh USA, Inc.
112 East Pecan, Suite 2625
San Antonio, TX 78205

1-210-299-1215

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Clear Channel Outdoor, Inc.
c/o 200 East Basse Rd.
San Antonio, TX 78209

INSURER A: Insurance Co of The State of PA
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL1595634	11/01/07	11/01/08	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> LIQUOR LIABILITY				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	CA1607212 (MA)	11/01/07	11/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	CA1607213 (AOS)	11/01/07	11/01/08	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> ALL OWNED AUTOS	CA1607211 (VA)	11/01/07	11/01/08	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
	<input checked="" type="checkbox"/> COMP/COLL - ACV				AUTO ONLY: AGG \$
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	EXCESS LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC5144814 (AOS)	11/01/07	11/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				\$
					\$
					\$

APPROVED AS TO FORM

Jennifer McGrath
JENNIFER McGRATH, City Attorney 12/6/07

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
CC-Outdoor Torrance, CA - LEASE FOR TRANSIT SHELTERS, CITY OF HUNTINGTON BEACH, CA
The certificate holder is included as an additional insured on the GL and Auto policy, but only to the extent of liability assumed by the Named Insured under written contract. Workers Compensation coverage is evidenced for employees of the Named Insured only.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Huntington Beach		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
2000 Main Street		AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
Huntington, CA 92648	USA	

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR POLITICAL
SUBDIVISIONS – PERMITS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State or Political Subdivision:

City of Huntington Beach, its agents, officers and employees
Department of Building & Safety
200 Main Street
Huntington Beach, CA 92648
Billboard Locations per attached schedule

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
2. The construction, erection, or removal of elevators; or
3. The ownership, maintenance, or use of any elevators covered by this insurance.

E3.14

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/26/07

PRODUCER
Marsh USA, Inc.
112 East Pecan, Suite 2625
San Antonio, TX 78205

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Clear Channel Communications, Inc.,
Clear Channel Broadcasting, Inc. &
Clear Channel Outdoor, Inc.
c/o 200 East Basse Rd.
San Antonio, TX 78209

INSURER A: Insurance Co Of The State Of PA
INSURER B: Illinois National Ins Co
INSURER C: New Hampshire Ins Co
INSURER D: National Union Fire Ins Co of PA
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC5144812 (CA) /WC5144810 (OR)	11/01/07	11/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
B		WC5144808 (FL)	11/01/07	11/01/08	E.L. EACH ACCIDENT \$ 1,000,000
C		WC5144809 (TX)	11/01/07	11/01/08	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D		WC5144811 NDNY/OHWA/WI WV/WY	11/01/07	11/01/08	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 This page provides information on all additional Workers Compensation and Employers' Liability Policies.
 Workers Compensation is evidenced for employees of the Named Insured only.

CERTIFICATE HOLDER Refer to 1st page for Certificate Holder information	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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