



City of Culver City

Staff Report

File #: 26-677, Version: 1

Item #: C-11.

CC - CONSENT ITEM: Approval of the Renewal of a Temporary Use Agreement with Lux Bus America Co. for the Temporary Use of a Shared Bus Stop by Apple's Commuter Shuttle.

Meeting Date: April 13, 2026

Contact Person/Dept.: Seth Contreras/Transportation Department

Phone Number: (310) 253-6547

Fiscal Impact: Yes No

General Fund: Yes No

Attachments: Yes No

Public Notification: (E-Mail) Meetings and Agendas - City Council (04/09/2026)

Department Approval: Yanni Demitri, Public Works Director/City Engineer and Interim Chief Transportation Officer (03/17/2026)

RECOMMENDATION

Staff recommends the City Council approve the renewal of a Temporary Use Agreement with Lux Bus America Co. for the temporary use of a City-operated Shared Bus Stop (and incidental use of the adjacent bus lane) by Apple Inc.'s commuter shuttle program, retroactive to March 6, 2024 and effective through June 30, 2027.

BACKGROUND

Apple Inc. operates a private commuter shuttle program to provide transportation for its employees to and from its offices. In Culver City, Apple contracts with Lux Bus America Co. ("Lux Bus" or "Shuttle Operator"), a California corporation, to operate shuttle vehicles that pick up and drop off Apple employees at a City-operated bus stop located at the northwest corner of Washington Boulevard and National Boulevard, on Washington Boulevard in front of the Shay Hotel. The shuttle service also makes incidental use of the City's bus-only mobility lane on Washington Boulevard adjacent to that bus stop, solely to allow vehicles to enter and exit the stop.

The City Attorney's Office has determined that the City has authority to grant such temporary use to Apple's Shuttle Operator pursuant to Culver City Municipal Code, Section 7.03.420, and California Vehicle Code Sections 21655.1 and 22500. These provisions authorize the City to permit private operators to use City bus stops and bus-only lanes for the active loading and unloading of

passengers under appropriate conditions.

On or around February 5, 2024, the City Manager authorized an initial Temporary Use Agreement with Lux Bus America for this purpose. That agreement had a short term and expired on March 6, 2024. The Shuttle Operator has continued to operate Apple's commuter shuttle at the designated Shared Bus Stop following the expiration of the prior agreement, and the parties have since negotiated a longer-term renewal agreement retroactive to the expiration and to govern this temporary use going forward.

DISCUSSION

Staff have prepared a renewal to the Temporary Use Agreement (the "Agreement") with Lux Bus America Co. to extend the City's authorization for Apple's commuter shuttle operations at the City's bus stop at the northwest corner of Washington Boulevard and National Boulevard. The proposed Agreement is substantively consistent with the prior agreement, with a number of enhancements and additions described below. Key terms of the proposed Agreement include:

- **Purpose**
Temporary use of the City's bus stop ("Shared Bus Stop") and adjacent bus-only mobility lane on Washington Boulevard for the exclusive pick-up and drop-off of Apple employees as part of Apple's commuter shuttle program. Shuttle vehicles are authorized for active loading and unloading only; no staging or idling at the Shared Bus Stop or adjacent mobility lanes is permitted.
- **Term and Retroactivity**
The Agreement has an effective date of March 6, 2024, applied retroactively to address the gap in coverage that followed the expiration of the prior agreement on March 6, 2024. The Agreement will expire on June 30, 2027, unless earlier terminated. It may be extended in six-month increments, subject to City Manager authorization and Shuttle Operator consent, for a maximum of two additional extensions.
- **Fee**
Unlike the prior agreement, the proposed Agreement includes a fee provision. Lux Bus America Co. shall pay the City Two Thousand Five Hundred Dollars (\$2,500) per year for use of the Shared Bus Stop. Notably, the fee is unconditional, and thus is owed regardless of whether the Shuttle Operator is actively using the Shared Bus Stop during any given period. Upon execution, the Shuttle Operator shall also pay any amounts owed for the period from May 1, 2024 to the date of execution.
- **Vehicle List and ABLE Enforcement**
Lux Bus is required to provide the City with a list of all shuttle vehicles authorized to use the Shared Bus Stop, including license plate numbers. Vehicles not appearing on the approved list may be cited through the City's Automated Bus Lane Enforcement (ABLE) program.
- **Data Sharing**
The Agreement includes robust data sharing requirements. On a quarterly basis, Lux Bus

shall provide the City's Transportation Department with operational data including: daily stop-events by permitted bus stop; monthly vehicle miles traveled (including deadheading); average daily boardings; average daily occupancy upon arrival at destination; average shuttle dwell time by stop; typical routes and average number of runs per route; and average number of daily shuttle vehicles in operation. Additional information about fleet vehicle fuel type, ridership, and routing shall be provided within 15 business days of a request from the Transportation Department. Updated contact and operational change information must be submitted within five business days of any qualifying change.

- **Insurance and Indemnification**

Lux Bus is required to maintain comprehensive Commercial General Liability insurance of at least \$5,000,000 per occurrence and \$6,000,000 in annual aggregate, with the City of Culver City named as an additional insured. Workers' Compensation coverage is also required. The Agreement further requires Lux Bus to defend, indemnify, and hold harmless the City and its officers, employees, and agents from claims arising out of Shuttle Operator's use of the Shared Bus Stop (and incidental use of the adjacent bus lane), consistent with the terms of the prior agreement.

- **Termination**

The City retains the right to terminate the Agreement without cause at any time upon written notice, including in the event that Apple's shuttle operations are determined by the City to be negatively impacting public transit services.

Staff finds the proposed Agreement to be in the public interest. The Agreement formalizes the ongoing shuttle operations, establishes a fee structure that compensates the City for use of its public transportation infrastructure, provides meaningful data to support transportation planning, and ensures that the City is protected through robust insurance and indemnification requirements.

FISCAL ANALYSIS

The proposed Agreement will generate revenue for the City in the amount of \$2,500 per year for use of the Shared Bus Stop. This fee is unconditional and is owed regardless of actual usage by the Shuttle Operator. Prior fees covering the period from May 1, 2024 through the date of execution will also be collected upon signing. All revenue under this Agreement will be deposited into the City's Municipal Bus Lines Fund. There are no anticipated costs to the City in connection with this Agreement beyond existing staff time for contract administration and monitoring.

ATTACHMENTS

2026-03-17 - Proposed Temporary Use Agreement with Lux Bus America Co. (FY26 Update), effective March 6, 2024 through June 30, 2027

MOTION(S)

That the City Council:

1. Approve the renewal of a Temporary Use Agreement with Lux Bus America Co. for the temporary use of a City-operated Shared Bus Stop (and incidental use of the adjacent bus lane) by Apple Inc.'s commuter shuttle program, retroactive to March 6, 2024 and effective through June 30, 2027;
2. Authorize the City Attorney to review/prepare the necessary documents; and
3. Authorize the City Manager to execute such documents on behalf of the City.