

1 **AGREEMENT**

2 **31186**

3 THIS AGREEMENT ("Agreement") is made and entered into as of November 1,  
4 2008, by and between Shoreline Media, LLC, a California limited liability company  
5 ("Shoreline") and the City of Long Beach, a municipal corporation ("City").

6 WHEREAS, the City wishes to engage Shoreline to provide and maintain ad-  
7 bearing trash/recyclable receptacles ("Green Bins") on City property and Shoreline  
8 wishes to provide such materials and services.

9 NOW, THEREFORE, in consideration of the mutual terms and conditions  
10 contained herein, the parties agree as follows:

11 1. Definitions.

12 "Green Bin A" means a Green Bin with the dimensions and appearance set  
13 forth in Exhibit A.

14 "Green Bin B" means a Green Bin with the dimensions and appearance set  
15 forth in Exhibit B.

16 "Green Bins" means collectively Green Bin A and Green Bin B.

17 "Gross Advertising Revenues" shall mean payments received by Shoreline  
18 with respect to the placement of advertising material on the Green Bins.

19 "Guaranteed Annual Base Fee" shall have the meaning set forth in Exhibit  
20 C.

21 2. Services.

22 2.1. Provision of Green Bins.

23 (a) Shoreline shall provide and install a minimum of seventy-nine (79)  
24 Green Bins on the City's beaches, marinas, esplanades, parking lots, run/walk paths and  
25 parks adjacent to the City's beaches (collectively, the "City Property").

26 (b) The exact location, type, and allocation of Green Bins shall be  
27 determined by the City Manager or his designee within the areas as set forth on Exhibit  
28 D, and shall be amended as warranted based upon the operational needs of the City.

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 (c) Shoreline will install and remove the advertising to be placed on  
2 Green Bins, except as provided in Section 7.4.

3 (d) Shoreline shall collect, remove and dispose, or shall cause the  
4 collection, removal and disposal, of the recyclables from the Green Bins on a regular  
5 basis as recommended by Shoreline and approved by the City Manager or his designee.  
6 Shoreline may engage the services of a sub-contractor for such services as  
7 recommended by Shoreline and, subject to the approval of the City Manager or his  
8 designee. Such approval shall not to be unreasonably withheld or delayed; provided,  
9 however that the California Conservation Corps of Long Beach shall be deemed to be an  
10 approved sub-contractor. Shoreline shall provide the trash can liners for the collection of  
11 recyclables.

12 (e) The City shall remove, or shall cause the removal of, all refuse from  
13 the refuse-only portion of the Green Bins on a regular basis. The City shall provide the  
14 trash can liners for the collection of non-recyclable refuse in the refuse-only portion of the  
15 Green Bins.

16 (f) In the event that the City requires, as determined by the City  
17 Manager's or his designee's sole discretion, that any of the Green Bins be removed or  
18 relocated for any reason, Shoreline will effect such removal or relocation within seven (7)  
19 days of receipt of the City's request, and restore the site to its former condition to the  
20 extent reasonably practicable.

21 (g) Shoreline shall have the right to remove and/or temporarily relocate  
22 Green Bins only for the purposes of maintaining and/or repairing them, replacement of  
23 Green Bins or to protect Green Bins from exposure to undue hazards, upon giving the  
24 City ten (10) days' prior written notice and upon the approval of the City Manager or his  
25 designee.

26 2.2. Exclusive Right of Advertising. Shoreline shall have the exclusive  
27 right during the Term (as defined below) to sell and place advertising on the Green Bins.  
28 The City shall not grant any advertising rights to any other provider utilizing the same or

1 similar advertising platforms as the Green Bins on City Property as defined herein;  
2 provided, however that the foregoing limitation shall not prevent the City from allowing or  
3 licensing other parties to sell and place advertising on bus and park benches; signs and  
4 placards placed on or adjacent to private or public buildings; signs, labels or placards that  
5 are displayed on vending machines; signs and placards that are displayed on telephone  
6 booths and/or stations; or advertising signs and placards associated with special event  
7 venues that are temporary and/or transient, and any other reasonable location where  
8 such City advertising and/or City announcements are displayed.

9 2.3. Maintenance.

10 (a) Shoreline shall be solely responsible for the maintenance of the  
11 Green Bins. Shoreline shall be required to repair, remove or replace any and all  
12 encumbrances to the Green Bins within forty-eight (48) hours of documented notice from  
13 the City with respect to graffiti and general cleanliness, and within seventy-two (72) hours  
14 of documented notice from the City with respect to weather damage or damage from  
15 tampering, defacement or vandalism.

16 (b) The City, its employees and agents will maintain a level of  
17 reasonable care in its use of Shoreline's property, including the Green Bins and shall  
18 assist Shoreline as reasonably appropriate in protecting and safeguarding Shoreline's  
19 property.

20 (c) At a minimum of two times during each calendar year of the term of  
21 this agreement, Shoreline shall provide training to the City regarding care for the Green  
22 Bins. Such training shall be conducted at the sole expense of Shoreline and shall include  
23 written notice that the City acknowledges and is fully aware of the extent of its  
24 responsibility for the reasonable care of the Green Bins.

25 (d) Shoreline shall install and maintain at its sole expense a reporting  
26 system ("Trouble Ticketing") to facilitate the reporting, tracking and monitoring of  
27 problems pursuant to the operation and/or deployment of the Green Bins including, but  
28 not limited to; blight, graffiti, vandalism and/or maintenance issues as defined in Section

1 2.3 (a), throughout the term of this Agreement. Shoreline at its sole discretion may  
2 choose the format of the Trouble Ticketing System, as long as the following conditions  
3 are met;

4 (i) Trouble Ticketing System shall operate and have the appropriate  
5 monitorial capability to be reasonably available twenty-four (24) hours a day, seven (7)  
6 days a week to the general public.

7 (ii) Trouble Ticketing System shall have the capability to track receipt,  
8 status of reports and store such information to be produced to the City within ten (10)  
9 days of demand by notice in writing from the City Manager or his designee.

10 2.4. Inventory; Storage. Shoreline shall maintain throughout the term of  
11 this agreement and at its sole expense a minimum inventory of Green Bins equivalent to  
12 thirty (30%) of the total number of Green Bins deployed on City property for the purpose  
13 of; additional placement needs of the City, repair, removal or replacement of Green Bins.  
14 The City shall not provide storage space to Shoreline at any time during the term of this  
15 agreement for the purposes of storing such inventory.

16 2.5. Use of City Property. The City shall give Shoreline and its  
17 employees, agents, and sub-contractors full access to, and the reasonable use of, City  
18 Property, including the beach and adjacent properties, for the purposes of performing the  
19 services hereunder, including the installation of advertising from time to time. All  
20 necessary identification cards, permits and car passes will be provided by the City to  
21 Shoreline upon request.

22 3. Consideration.

23 3.1. In consideration for the grant of rights set forth in Sections 2(a) and  
24 2(b) above, and subject to Section 2.1(g), Shoreline shall pay to the City on an annual  
25 basis the greater of:

26 (a) a Guaranteed Annual Base Fee per Green Bin (Five-Hundred  
27 Dollars (\$500.00) per A-Bin and Seven-Hundred Fifty (\$750.00) per B-Bin) multiplied by  
28 the number of Green Bins deployed from the first day of the term year to the last day of

1 the same term year, and an apportioned amount for any Green Bins that are not  
2 deployed for the full year as specified in Exhibit "C" herein; or

3 (b) a tiered percentage of the aggregate Gross Advertising Revenues  
4 received by Shoreline with respect to the Green Bins ("Advertising Fee") calculated as  
5 follows:

Percentage	Gross Annual Advertising Revenues
17% on the first	\$0 - \$1,000,000
19% on the next	\$1,000,001 - \$2,000,000
21% on the next	\$2,000,001 - \$3,000,000
23% on the next	\$3,000,001 - \$4,000,000
25%	Over \$4,000,000

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14 3.2. Shoreline shall submit a statement to the City within thirty (30) days  
15 of the end of each calendar quarter identifying (i) the location of each Green Bin, (ii) the  
16 apportioned amount of the Guaranteed Annual Base Fee attributable to each Green Bin  
17 for the preceding calendar quarter, (iii) the amount of gross advertising revenue received  
18 by Shoreline with respect to each Green Bin during the preceding calendar quarter, and  
19 (iv) the aggregate Gross Advertising Revenues received by Shoreline during the  
20 preceding calendar quarter.

21 3.3. In kind contributions in lieu of advertising revenue shall be subject to  
22 review and approval at the discretion of the City Manager or his designee. Contributions  
23 shall be valued based upon the retail price of the applicable service and/or commodity  
24 and shall be credited against Shoreline's payment obligations in this Section 3. Services  
25 and/or commodities including but not limited to vehicles, donated products and/or  
26 monetary donations shall be evaluated and reviewed by the City Manager or his  
27 designee on a case-by-case basis. Shoreline acknowledges that it shall abide by the  
28

1 decision of the City Manager or his designee and that such acceptance or refusal of the  
2 service and/or commodity under review shall not constitute precedence for acceptance or  
3 refusal of subsequent future in kind contributions.

4 3.4. The Guaranteed Annual Base Fee shall be payable on or before  
5 March 1st of each year of the Term for the preceding calendar year and shall include an  
6 apportioned amount for any additional Green Bins deployed or removed for less than a  
7 full calendar year.

8 3.5. The Advertising Fee shall be payable within thirty (30) days of the  
9 end of each calendar quarter with respect to the aggregate Gross Advertising Revenue  
10 received by Shoreline during the preceding calendar quarter.

11 4. Term; Termination.

12 4.1. The term of this Agreement shall be for five (5) years beginning on  
13 January 1, 2009 and terminating on December 31, 2013 (the "Initial Term"). The City  
14 Manager shall have the option at his sole discretion to extend the term of this Agreement  
15 for two (2), additional five (5) year periods, provided Shoreline submits a written request  
16 no later than one hundred twenty (120) days prior to the expiration of the Initial Term.

17 4.2. Notwithstanding Section 4.1 above, this Agreement may be  
18 terminated as follows:

19 (a) In the event that either party is in material breach of the provisions  
20 herein, the non breaching party shall give the breaching party written notice that it is in  
21 material breach of its obligations. The breaching party shall have sixty (60) days from the  
22 post date of the written notice to remedy its material breach prior to termination. Upon  
23 the expiration of the sixty (60) day remedy period , if the material breach has not been  
24 fully cured, the breaching party shall be terminated as specified in Section 5.1, 5.2 and/or  
25 5.3 of this Agreement; or

26 (b) by either party at any time by giving thirty (30) days written notice to  
27 the other party in the event such other party becomes the subject of any voluntary or  
28 involuntary bankruptcy, receivership or other insolvency proceedings or makes an

1 assignment or other arrangement for the benefit of its creditors.

2 5. Consequences of Termination.

3 5.1. Upon Termination of this Agreement by Shoreline, City shall receive  
4 immediate and full ownership of all Green Bins, deployed and/or otherwise stored offsite,  
5 as required by this Agreement unless notified to the contrary in writing by the City  
6 Manager or his designee. Within thirty (30) days of the termination of this Agreement,  
7 Shoreline shall deliver, cause to be delivered or make available at the discretion of the  
8 City Manager or his designee to the City all Green Bins stored offsite unless notified to  
9 the contrary by the City Manager or his designee. Upon termination, notwithstanding the  
10 above, Shoreline shall immediately cease and desist from all operations defined herein in  
11 this Agreement.

12 5.2. Within ninety (90) days of the termination or expiration of this  
13 Agreement, Shoreline shall deliver final payment to the City pursuant to Section 3,  
14 through the date of termination or expiration.

15 5.3. In the event that this Agreement is terminated by the City pursuant to  
16 Section 4.2 (a) or (b), then the Green Bins installed by Shoreline pursuant to this  
17 Agreement shall become the property of the City.

18 6. Nondiscrimination.

19 6.1. During its use of the permit areas and operations, Shoreline, its  
20 employees and agents shall not discriminate on the basis of race, religion, color,  
21 ancestry, sex, sexual orientation, sexual identity, gender identity, AIDS, AIDS relation  
22 condition, HIV status, age, national origin, handicap or disability.

23 6.2. Shoreline acknowledges that it is the policy of the City to encourage  
24 the participation of minority and women-owned business enterprises in the City's  
25 procurement process, and the use of approved subcontractors.

26 7. Advertising.

27 7.1. City Manager or his designee shall have oversight over all  
28 advertising content presented by Shoreline.

1           7.2. No advertisement, on any Green Bin, shall contain any reference to  
2 or depiction of the specified anatomical areas defined in Section 21.15.110 (as amended  
3 or replaced) of the Long Beach Municipal Code, any obscene act, gesture, or word as  
4 defined in any federal, state, county, or municipal law or ordinance, any sale or use of  
5 alcohol or tobacco products or any sale or use of illegal drugs or drug paraphernalia. If  
6 Shoreline installs or permits the installation of advertising in violation of this Section, then  
7 Shoreline shall remove such advertising within twenty-four (24) hours after receiving a  
8 request from the City. If Shoreline fails to remove such advertising within that time, then  
9 the City reserves the right to do so and Shoreline shall pay the costs incurred by the City  
10 for such removal, upon receipt of an invoice of those costs from the City.

11           7.3. No advertisement on any Green Bin shall contain any rotating,  
12 revolving or flashing lighting device.

13           7.4. Shoreline shall make available to the City for a period of eight (8)  
14 months each year the advertising panel on certain Green Bins as identified in Exhibit B.  
15 The City shall be solely responsible for the cost of producing the advertising placed by  
16 the City. Once installed, the advertising shall be maintained by Shoreline, as specified in  
17 Section 2.3 (a) herein. The City may reserve such advertising space at its discretion by  
18 providing six (6) months' prior written notice to Shoreline. In those instances where the  
19 City is unable to provide six (6) months notice, Shoreline will make a good faith effort to  
20 accommodate the City's advertising requirements on an as needed basis. The parties  
21 also acknowledge that the aforementioned advertising panel on certain Green Bins  
22 identified in Exhibit D will be offered to civic and local environmental groups for  
23 advertisements when not being used by the City.

24           8. Security/Access. Shoreline shall incorporate and maintain at its sole cost,  
25 security features, including but not limited to, locking mechanisms, on each Green Bin.  
26 The City shall have full access to the Green Bins at all times. At no time shall either party  
27 or its employees, officers, agents or sub-contractors prevent or encumber either party or  
28 its employees from having access to the Green Bin signage.



1           9.     Indemnity.

2                     9.1.   Shoreline shall, with respect to services performed in connection with  
3 this Agreement, defend, indemnify, hold, protect and save harmless the City of Long  
4 Beach, its officials, commissioners, employees, and agents (“City”) from and against any  
5 and all actions, suits, proceedings, claims, demands, damages, losses, liens, costs,  
6 expenses or liabilities of any kind or nature whatsoever (“claims”), which may be brought,  
7 made, filed against, imposed upon or sustained by the indemnified parties, or any of  
8 them, alleging injury to or death of persons or damage to property, including property  
9 owned by or under the care and custody of Shoreline:

10                    9.2.   City shall notify Shoreline of any claim, tender its defense to  
11 Shoreline, and shall assist Shoreline as may reasonably be requested in the defense  
12 thereof. Upon such notification and tender, Shoreline shall have independent duties to  
13 defend such claim, and to indemnify the indemnified parties except to the extent that  
14 such injury, death or damage is determined by a Court of competent jurisdiction to have  
15 been caused by the active negligence or willful misconduct of City. Payment of a claim  
16 by City shall not be a condition precedent to recovery under this indemnity.

17                    9.3.   City shall, with respect to services performed in connection with this  
18 Agreement, defend, indemnify, hold, protect and save harmless Shoreline from and  
19 against any and all actions, suits, proceedings, claims, demands, damages, losses, liens,  
20 costs, expenses or liabilities of any kind or nature whatsoever (“claims”), which may be  
21 brought, made, filed against, imposed upon or sustained by the indemnified parties, or  
22 any of them, alleging injury to or death of persons or damage to property, including  
23 property owned by or under the care and custody of City:

24                    9.4.   Shoreline shall notify City of any claim, tender its defense to City,  
25 and shall assist City as may reasonably be requested in the defense thereof. Upon such  
26 notification and tender, City shall have independent duties to defend such claim, and to  
27 indemnify the indemnified parties except to the extent that such injury, death or damage  
28 is determined by a Court of competent jurisdiction to have been caused by the active

1 negligence or willful misconduct of Shoreline. Payment of a claim by Shoreline shall not  
2 be a condition precedent to recovery under this indemnity.

3 10. Insurance.

4 10.1. As a condition precedent to the effectiveness of the Agreement,  
5 Shoreline shall procure and maintain at its sole expense for the entire term of the  
6 Agreement from an insurance carrier that is admitted to write insurance in California or  
7 from authorized non-admitted insurance companies that have ratings of or equivalent to  
8 A:VIII by A.M. Best Company: Commercial general liability insurance (equivalent in  
9 scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) (including products and at least  
10 Fifty Thousand Dollars [\$50,000] fire legal liability) in an amount not less than One Million  
11 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general  
12 aggregate. Such coverage shall include but not be limited to broad form contractual  
13 liability, cross liability, independent contractors liability, and products and completed  
14 operations liability, and at least \$50,000 fire legal liability. The City, its officials,  
15 employees and agents shall be named as additional insureds by endorsement (on the  
16 City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20  
17 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on  
18 the scope of protection given to the City, its officials, employees and agents.

19 (a) Workers' compensation coverage as required by the California Labor  
20 Code and employer's liability insurance in an amount not less than One Million Dollars  
21 (\$1,000,000) per accident or occupational illness.

22 (b) "All risk" property insurance, covering the full replacement value of  
23 the installation of the Green Bins provided pursuant to this Agreement.

24 (c) Automobile liability insurance equivalent in coverage scope to ISO  
25 CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (\$500,000)  
26 combined single limit per accident for bodily injury and property damage covering Symbol  
27 1 ("all autos").

28 10.2. Any self-insurance program or self-insurance retention must be

1 approved separately in writing by the City's Risk Manager and shall protect the City, its  
2 officials, employees and agents in substantially the same manner and to the same extent  
3 as they would have been protected had the policy or policies not contained retention  
4 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
5 suspended, voided or canceled by Shoreline except after thirty (30) days' prior written  
6 notice to the City, and shall be primary and not contributing to any other insurance or self-  
7 insurance maintained by the City.

8 10.3. Shoreline shall deliver to the City certificates of insurance and  
9 original endorsements for approval as to sufficiency and form prior to the commencement  
10 of the services hereunder. The certificates and endorsements shall contain the original  
11 signature of a person authorized by that insurer to bind coverage on its behalf. "Claims  
12 made" policies of insurance are not acceptable unless the City Risk Manager determines  
13 that "occurrence" policies are not available in the market for the risk being insured. If a  
14 "claims made" policy is accepted, it must provide for an extended reporting period of not  
15 less than one hundred eighty (180) days. Such insurance as required herein shall not be  
16 deemed to limit Shoreline's liability relating to performance under this Agreement. City  
17 reserves the right to require complete certified copies of all said policies at any time. Any  
18 modifications or waiver of the insurance requirements herein shall only be made with the  
19 approval of the City's Risk Manager. The procuring of insurance shall not be construed  
20 as a limitation on liability or as full performance of the indemnification provisions of this  
21 Agreement.

22 11. Assignment. Shoreline shall not assign its rights hereunder, or any interest  
23 herein, or any portion hereof, without the prior written approval of the City Manager or his  
24 designee, such approval not to be unreasonably withheld or delayed, except that  
25 Shoreline may assign any monies due or to become due to it without the prior approval of  
26 the City. Shoreline shall not subcontract any portion of the performance of the services  
27 hereunder without the prior approval of the City Manager or his designee, nor substitute  
28 an approved subcontractor without the prior written approval of the City Manager or his

1 designee, such approval not to be unreasonably withheld or delayed. Any attempted  
2 assignment, delegation or subcontracting shall be void and any assignee, delegate or  
3 subcontractor shall acquire no right or interest in this Agreement by reason of such  
4 attempted assignment, delegation or subcontracting.

5 12. Inspection of Records. The City shall have the right at all reasonable times,  
6 by giving not less than seventy-two (72) hours prior notice by telephone and/or facsimile  
7 during the Term and for a period of four (4) years after the termination or expiration of this  
8 Agreement, to examine, audit, inspect, review, extract information from, and copy all  
9 books, records, accounts, and other documents of Shoreline, to the extent they are  
10 related to this Agreement.

11 12.1. Shoreline shall immediately remit to the City all related audit costs, if  
12 an audit of Shoreline books, records, accounts and/or other applicable documents finds  
13 an underpayment of the Advertising Revenue or Annual Base Fee that is three percent  
14 (3%) or greater of any applicable amount owed .

15 13. Governing Law. This Agreement shall be governed by and construed  
16 pursuant to the laws of the State of California and no rules pertaining to conflict of laws  
17 shall apply. Shoreline shall comply in all respects with all laws, ordinances, rules and  
18 regulations of, and obtain such permits, licenses, and certificates required by, all federal,  
19 state and local governmental authorities having jurisdiction over the subject matter of this  
20 Agreement, including but not limited to 23 U.S.C. Sec. 131 and regulations promulgated  
21 therewith, California Business and Professions Code, Section 5200 et seq., and the Long  
22 Beach Municipal Code, including the requirements for a business license.

23 14. Right of First Refusal. The City agrees that Shoreline shall have the right of  
24 first refusal for expansion of its services outlined herein into other areas throughout the  
25 City.

26 15. Entire Agreement; Severability; Waiver; Survival. This Agreement, together  
27 with the Exhibits hereto, constitutes the entire agreement between Shoreline and the City  
28 with respect to the subject matter hereof and supersedes all prior proposals and

1 agreements, oral or written, and all other communications between Shoreline and the  
2 City relating to the subject matter hereof. If any provision of this Agreement shall be held  
3 to be invalid, illegal, or unenforceable, in whole or in part, such provision shall be  
4 modified to the minimum extent necessary to make it legal, valid and enforceable, and  
5 the remaining provisions shall not in any way be affected or impaired. No delay or  
6 omission to exercise any right or remedy accruing to either party upon any breach or  
7 default of the other party shall impair such right or remedy, or be construed to be a waiver  
8 of any such breach or default. Any waiver by a party of any breach or default under this  
9 Agreement or modification to this Agreement must be made in writing referring to this  
10 Agreement, specifically stating its intention to effect a waiver or modification, and  
11 executed by an authorized corporate officer of the waiving party. The provisions of this  
12 Agreement which by their nature are intended to survive termination of the Agreement  
13 shall so survive, including, without limitation, Sections 5, 9, and 12-15 and 17-18.

14       16. Possessory Interest. This Agreement may create a possessory interest  
15 subject to property taxation and Shoreline may be liable for the payment of property taxes  
16 levied on such possessory interest. Shoreline shall pay or cause to be paid, prior to  
17 delinquency, all taxes, assessments and other governmental and district charges that  
18 may be levied or assessed for buildings, improvements or property located on the permit  
19 areas and upon possessory interests created by this Agreement. Satisfactory evidence  
20 of such payments shall be delivered by Shoreline upon demand therefore.

21       17. Notice. Any notice, demand, request, consent, or communication that  
22 either party desires or is required to give to the other party or any other person shall be in  
23 writing and either personally delivered or deposited in the U.S. Postal Service, first class,  
24 postage prepaid, addressed to Shoreline at the address first stated above and to the City  
25 at 2760 Studebaker Road, Long Beach, CA 90815 Attn: Director. Notice of change of  
26 address shall be given in the same manner as stated herein for other notices. Notice  
27 shall be deemed given on the date personal delivery is made or forty-eight (48) hours  
28 after deposit in the mail.

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
as of the day and year first above written.

Dated: 03.06.09, 2009

SHORELINE MEDIA, LLC, a California  
limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

"Shoreline"

CITY OF LONG BEACH, a municipal  
corporation

Dated: June 26, 2009

By: \_\_\_\_\_ Assistant City Manager  
City Manager

"City"

**EXECUTED PURSUANT  
TO SECTION 501 OF  
THE CITY CHARTER.**

This Agreement is approved as to form on June 17, 2009.

ROBERT E. SHANNON, City Attorney

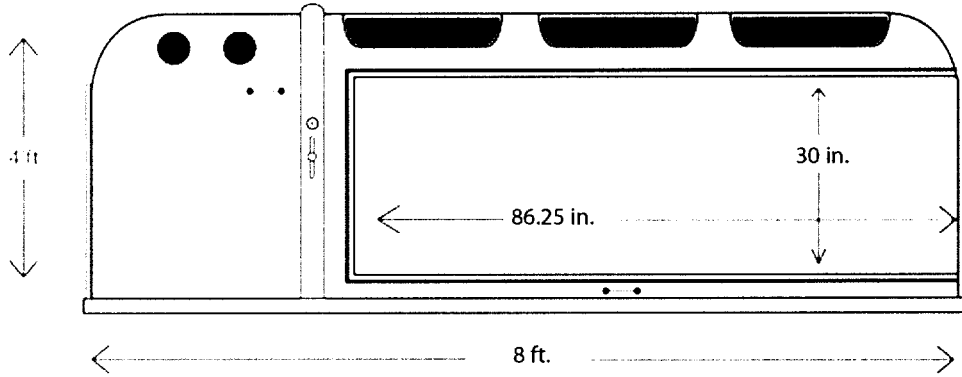
By: \_\_\_\_\_

Deputy City Attorney

**EXHIBIT A**

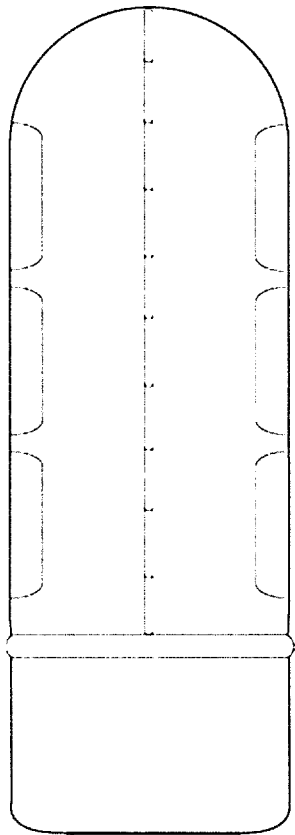
**Green Bin "A"**

**Side**

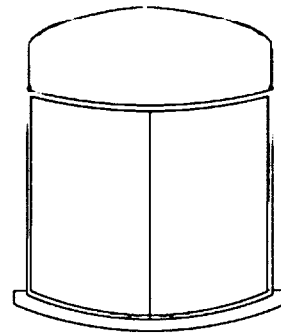


**Top**

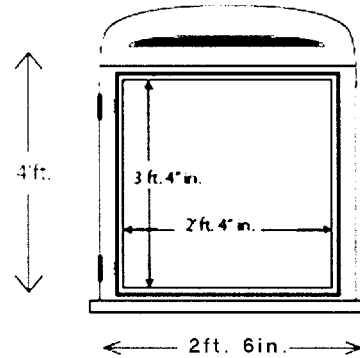
Poster Trim: 31.25" x 88"  
Live Ad Area: 30" x 86.25"



**Front**

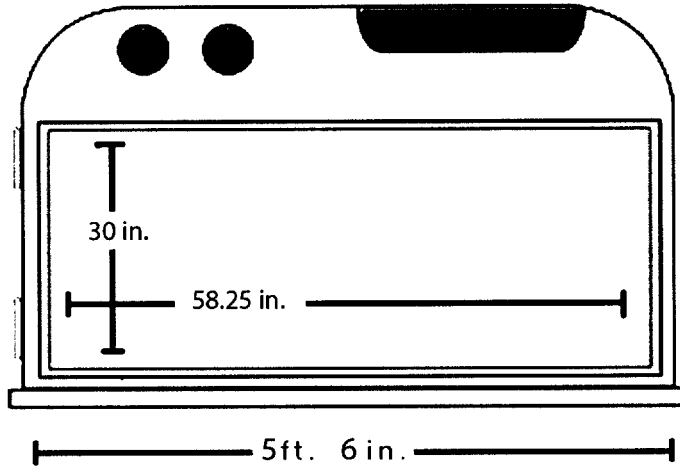


**Back**



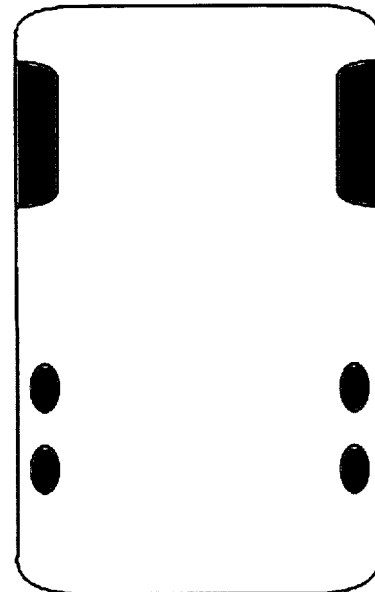
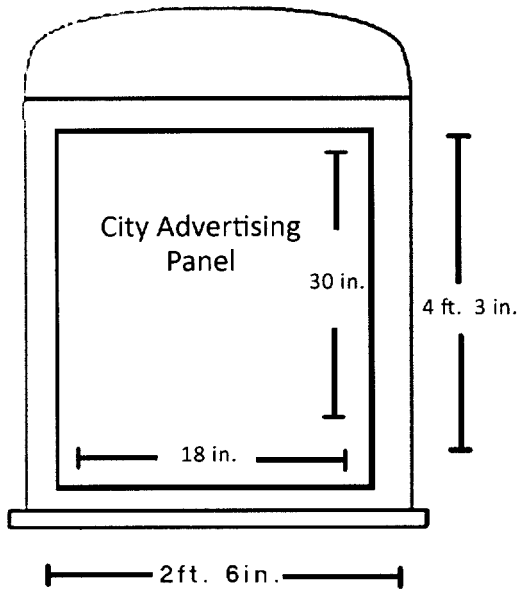
**EXHIBIT B**

**Green Bin "B"**



Poster trim edge: 31.25" x 60 "

Live Area: 30" x 58.25 "





**EXHIBIT C**

Guaranteed Annual Base Fee (PER GREEN BIN)

**Year One of the Term**

Green Bin A                      \$375.00

Green Bin B                      \$250.00

**Year Two and Subsequent Years of the Term**

Green Bin A                      \$750.00

Green Bin B                      \$500.00

**Apportioned Partial-Year Annual Base Fee for Year One of the Term**

Green Bin A                       $\$375.00 \times (a / 12)$

Green Bin B                       $\$250.00 \times (a / 12)$

Where a = the number of calendar months deployed.

**Apportioned Partial-Year Annual Base Fee for Year Two and Subsequent Years of**

**the Term**

Green Bin A                       $\$750.00 \times (a / 12)$

Green Bin B                       $\$500.00 \times (a / 12)$

**Where a = the number of calendar months deployed.**

**EXHIBIT D**

Location of Green Bins; Allocation of Green Bins;



**Rainbow Harbor  
and  
Shoreline Marina**



Map by Tom & Madeline Schmitt, Inc. 1/14/2019

**EXHIBIT D**

Location of Green Bins; Allocation of Green Bins;



**Beach Areas**



Sancti Spiritus, MD 20728



**EXHIBIT D**

Location of Green Bins; Allocation of Green Bins;



Alamos Bay  
Marina

