



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov



BOARD OF SUPERVISORS

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March 19, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 March 19, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

ADVERTISING LICENSE AGREEMENT WITH MAXWELL INTERSTATE, LLC (DISTRICTS 2, 3, AND 4) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to enter into an agreement with Maxwell Interstate, LLC (Maxwell) for advertising licensing at lifeguard towers owned by the District.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

1. Authorize the Fire Chief, or his designee, to execute the Advertising License Agreement (Enclosure) in substantially similar form as enclosed between the District and Maxwell for advertising licensing at lifeguard towers owned by the District.
2. Authorize the Fire Chief, or his designee, to accept advertising revenue in the amount of \$225,000 annually from this Advertising License Agreement for the initial contract term of one year and two one-year extension options, for a maximum term of three years.
3. Authorize the Fire Chief, or his designee, to make any future amendments to the Advertising License Agreement by mutual agreement of the District and Maxwell, reviewed, and approved as to form by County Counsel.
4. Find that this Advertising License Agreement by and between the District and Maxwell is exempt from the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these recommended actions will authorize the District to enter into Advertising License Agreements with Maxwell, a company with experience in selling and installing advertisements in

locations across the United States. Lifeguard towers will generally have up to two signs that display advertising in addition to tide and surf conditions. Advertisements are subject to prior approval by the District and will generate revenue through this mutually beneficial endeavor.

Implementation of Strategic Plan Goals

Approval of these recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection, lifeguard services, and emergency medical services. The District anticipates receiving a minimum of \$225,000 annually from this Advertising License Agreement. The revenue generated through this Advertising License Agreement will supplement the District's existing revenue. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is taking over responsibility of this Advertising License Agreement from the previous arrangement between the Los Angeles County Fire Department Foundation and Maxwell. This Advertising License Agreement has been approved as to form by County Counsel. The District is also requesting that your Honorable Board authorize the Fire Chief to sign any amendments to the Advertising License Agreement as necessary for the administration of this Advertising License Agreement.

ENVIRONMENTAL DOCUMENTATION

This Advertising License Agreement is exempt from the provisions from the CEQA Guidelines Section 15061 (b) (3) in that it is certain that the Agreement will not have a significant effect on the environment.

CONTRACTING PROCESS

The terms and conditions were negotiated by the District with assistance from County Counsel and the contract is submitted to your Board with confidence that the negotiated terms are commercially reasonable and represent a minimal risk exposure to the District. The District is considering future agreements for this service will be solicited in the future.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no other impact on services.

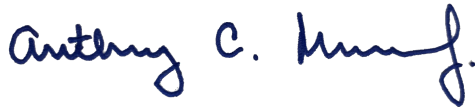
CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office
Marcia Velasquez, Head, Planning and Executive Support
1320 North Eastern Avenue
Los Angeles, CA 90063
Marcia.Velasquez@fire.lacounty.gov

The District's contact may be reached at (323) 267-7325.

Respectfully submitted,

A handwritten signature in blue ink that reads "Anthony C. Marrone". The signature is fluid and cursive, with the first name "Anthony" and last name "Marrone" clearly legible.

ANTHONY C. MARRONE
FIRE CHIEF

ACM:mb

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

Exhibit A

LOCATION NAME	ADDRESS	TYPE	CITY	AD CONFIG.	DISPLAY WINDOW:	OWNERSHIP
LIFEGUARD STATION 100	1201 THE STRAND, HERMOSA BEACH CA	STATION	HERMOSA	SINGLE	24 HOUR	CITY OF HERMOSA
CABRILLO SUB-STATION	3720 STEPHEN M WHITE DR., SAN PEDRO CA	STATION	CABRILLO	SINGLE	24 HOUR	CITY OF LA
BLUFF	3720 STEPHEN M WHITE DR., SAN PEDRO CA	TOWER	CABRILLO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SURF 2	3720 STEPHEN M WHITE DR., SAN PEDRO CA	TOWER	CABRILLO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
BREAKWATER	3720 STEPHEN M WHITE DR., SAN PEDRO CA	TOWER	CABRILLO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WHITE POINT TOWER	1801 PASEO DEL MAR, SAN PEDRO	TOWER	CABRILLO	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
WHITE POINT 2	1801 PASEO DEL MAR, SAN PEDRO	TOWER	CABRILLO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ABALONE COVE	6002 PALOS VERDES DR. S., RANCHO PALOS VERDES	TOWER	CABRILLO	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
RUINS	5600 PALOS VERDES DR. S., RANCHO PALOS VERDES	TOWER	CABRILLO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
RAT	389 PASEO DE LA PLAYA, TORRANCE CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
CLIFF	389 PASEO DE LA PLAYA, TORRANCE CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
BLUFF	389 PASEO DE LA PLAYA, TORRANCE CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
PLAY AREA	389 PASEO DE LA PLAYA, TORRANCE CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
TORRANCE SUB-STATION	389 PASEO DE LA PLAYA, TORRANCE CA	STATION	TORRANCE/ REDONDO	SINGLE	24 HOUR	LACoFD/DBH
TORRANCE TOWER	389 PASEO DE LA PLAYA, TORRANCE CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
RAMP	389 PASEO DE LA PLAYA, TORRANCE CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
HOLLYWOOD RIVIERA	389 PASEO DE LA PLAYA, TORRANCE CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DEL MAR	1700 S. ESPLANADE, REDONDO BEACH CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AVENUE I	1700 S. ESPLANADE, REDONDO BEACH CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AVENUE H	1500 S. ESPLANADE, REDONDO BEACH CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AVENUE E	1300 S. ESPLANADE, REDONDO BEACH CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AVENUE C TOWER	1100 S. ESPLANADE, REDONDO BEACH CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
AVENUE C SUB-STATION	1100 S. ESPLANADE, REDONDO BEACH CA	STATION	TORRANCE/ REDONDO	SINGLE	24 HOUR	LACoFD/DBH
AVENUE A	901 S. ESPLANADE, REDONDO BEACH CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
NOB HILL	800 S. ESPLANADE, REDONDO BEACH CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
TOPAZ SUB-STATION	700 S. ESPLANADE, REDONDO BEACH CA	STATION	TORRANCE/ REDONDO	SINGLE	24 HOUR	LACoFD
RUBY	500 S. ESPLANADE, REDONDO BEACH CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AINSWORTH COURT	400 S. ESPLANADE, REDONDO BEACH CA	TOWER	TORRANCE/ REDONDO	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
TIM KELLY	100 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
2ND STREET	200 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
5TH STREET	500 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
8TH STREET	800 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
10TH STREET TOWER	1000 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
13TH STREET	1300 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
16TH STREET	1600 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
19TH STREET	1900 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
22ND STREET	2200 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
24TH STREET	2400 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
26TH STREET	2600 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
28TH STREET TOWER	2800 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
LONGFELLOW	3200 THE STRAND, HERMOSA BEACH CA	TOWER	HERMOSA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
1ST STREET	100 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
4TH STREET	400 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD

Exhibit A

LOCATION NAME	ADDRESS	TYPE	CITY	AD CONFIG.	DISPLAY WINDOW:	OWNERSHIP
8TH STREET	800 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SOUTH PIER	1100 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
MANHATTAN PIER SUB-STATION	1150 THE STRAND, MANHATTAN BEACH CA	STATION	MANHATTAN BEACH	SINGLE	24 HOUR	LACoFD
NORTH PIER TOWER	1200 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
14TH STREET	1400 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
18TH STREET	1800 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
MARINE SUB-STATION	2200 THE STRAND, MANHATTAN BEACH CA	STATION	MANHATTAN BEACH	SINGLE	24 HOUR	LACoFD/DBH
MARINE TOWER	2200 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
26TH STREET	2600 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ADMINISTRATIVE HQ	2600 THE STRAND, MANHATTAN BEACH CA	STATION	MANHATTAN BEACH	SINGLE	24 HOUR	LACoFD/DBH
30TH STREET	3000 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
34TH STREET	3400 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ROSECRANS TOWER	3700 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
40TH STREET	4000 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
42ND STREET	4200 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
45TH STREET	4450 THE STRAND, MANHATTAN BEACH CA	TOWER	MANHATTAN BEACH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
EL SEGUNDO TOWER 61	600 VISTA DEL MAR, EL SEGUNDO CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
DW 60	12792 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
EL SEGUNDO SUB-STATION	12792 VISTA DEL MAR, LOS ANGELES CA	STATION	DOCKWEILER	SINGLE	24 HOUR	LACoFD/DBH
DW 59	12600 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 5850	12500 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 58	12400 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 57	12200 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 56 SUB-STATION	11800 VISTA DEL MAR, LOS ANGELES CA	STATION	DOCKWEILER	SINGLE	24 HOUR	LACoFD
DW 55	11400 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 54	9400 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 53	9300 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 52	9200 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 51	9100 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 50	8900 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 49	8600 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 47	7900 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 45	7500 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 44	7300 VISTA DEL MAR, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 42 SUB-STATION	6900 PACIFIC AVE., LOS ANGELES CA	STATION	DOCKWEILER	SINGLE	24 HOUR	LACoFD
DW 41	6600 PACIFIC AVE, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DW 40	6200 PACIFIC AVE, LOS ANGELES CA	TOWER	DOCKWEILER	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
LIFEGUARD STATION 200	1642 OCEAN FRONT WALK, SANTA MONICA CA	STATION	DOCKWEILER	SINGLE	24 HOUR	SANTA MONICA
VENICE SUB-STATION	2300 OCEAN FRONT WALK, VENICE BEACH CA	STATION	VENICE	SINGLE	24 HOUR	CITY OF LA
MOTHER'S BEACH	4135 ADMIRALTY WAY, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
NORTH CHANNEL	5400 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
TOPSAIL	5000 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
PRIVATEER	4700 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD

Exhibit A

LOCATION NAME	ADDRESS	TYPE	CITY	AD CONFIG.	DISPLAY WINDOW:	OWNERSHIP
KETCH	4200 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
GALLEON	3800 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
DRIFTWOOD	3400 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
BUCCANEER	3200 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
VENICE PIER TOWER	3000 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
NORTH PIER	2600 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AVENUE 26	2300 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AVENUE 23	2300 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AVENUE 21	2100 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AVENUE 19	1900 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
AVENUE 18	1800 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
BREAKWATER TOWER	1500 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
WESTMINSTER	1200 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
BROOKS	1000 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
THORNTON	650 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ROSE TOWER	200 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
NAVY	100 OCEAN FRONT WALK, VENICE BEACH CA	TOWER	VENICE	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 29	2900 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 28	2800 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 27	2700 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 26 TOWER	2600 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
SM 25	2500 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 24	2400 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 22	2200 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 20 TOWER	2000 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
SM 18	1800 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 17	1700 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 16	1600 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA SOUTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 1550	1550 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 15 TOWER	1500 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
SM 14	1400 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 13	1300 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 12	1200 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 11	1100 OCEAN FRONT WALK, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 10	1000 PALISADES BEACH ROAD, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 9	900 PALISADES BEACH ROAD, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 8 TOWER	800 PALISADES BEACH ROAD, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
SM 6	600 PALISADES BEACH ROAD, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 4	400 PALISADES BEACH ROAD, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
SM 2	200 PALISADES BEACH ROAD, SANTA MONICA CA	TOWER	SANTA MONICA NORTH	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WILL ROGERS SUB-STATION	15100 PACIFIC COAST HWY., LOS ANGELES CA	STATION	WILL ROGERS	SINGLE	24 HOUR	LACoFD
WR 18	14800 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 17	14900 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD

Exhibit A

LOCATION NAME	ADDRESS	TYPE	CITY	AD CONFIG.	DISPLAY WINDOW:	OWNERSHIP
WR 16	15000 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 15	15050 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 14 (WRS) TOWER	15100 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
WR 12	15300 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 10	15500 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 8	15700 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 7	15800 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 6	16000 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 5	16700 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 4	17000 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WR 3	17500 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
WILL ROGERS NORTH SUB-STATIC	17700 PACIFIC COAST HWY., LOS ANGELES CA	STATION	WILL ROGERS	SINGLE	24 HOUR	LACoFD
WR 2 TOWER	17700 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
WR 1	17900 PACIFIC COAST HWY., LOS ANGELES CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
TOPANGA SOUTH	18052 PACIFIC COAST HWY., MALIBU CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
TOPANGA COVE	18500 PACIFIC COAST HWY., MALIBU CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
TOPANGA SUB-STATION	18704 PACIFIC COAST HWY., MALIBU CA	STATION	WILL ROGERS	SINGLE	24 HOUR	LACoFD/DBH
LAS TUNAS	19444 PACIFIC COAST HWY., MALIBU CA	TOWER	WILL ROGERS	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
LIFEGUARD STATION 300	30050 PACIFIC COAST HWY., MALIBU CA	STATION	WILL ROGERS	SINGLE	24 HOUR	LACoFD
ZUMA 1	6700 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 2 TOWER	29700 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
ZUMA 3	29800 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 4	29900 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 5	30000 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 6	30010 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 7	30050 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 8	30180 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 9	30250 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 10	30320 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 11	30390 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 12 TOWER	30450 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
ZUMA 13	30500 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 14	30550 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 15	30600 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
ZUMA 16	30650 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU/ZUMA	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD

Exhibit A

LOCATION NAME	ADDRESS	TYPE	CITY	AD CONFIG.	DISPLAY WINDOW:	OWNERSHIP
MALIBU 1	23050 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
MALIBU SUB-STATION	23050 PACIFIC COAST HWY., MALIBU CA	STATION	MALIBU	SINGLE	24 HOUR	LACoFD
MALIBU 2 TOWER	23050 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
MALIBU 3	23200 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
CORRAL 2	25218 MALIBU ROAD, MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
CORRAL 3	25560 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
PDC 1	25600 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
POINT DUME SUB-STATION	7150 WESTWARD BEACH RD., MALIBU CA	STATION	MALIBU	SINGLE	24 HOUR	LACoFD/DBH
PDC 2 TOWER	7103 WESTWARD BEACH RD., MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT HOURS	LACoFD
PDC 3	7103 WESTWARD BEACH RD., MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
PDC 5	6777 WESTWARD BEACH RD., MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD
NICHOLAS	33904 PACIFIC COAST HWY., MALIBU CA	TOWER	MALIBU	LEFT/RIGHT & BACK	DAYLIGHT-SEASONAL	LACoFD

TOWER	157
DAYLIGHT-SEASONAL	135
DAYLIGHT HOURS	22

STATION	19
24 HOUR	19

CITIES:	
HERMOSA	14
CABRILLO	8
TORRANCE/ REDONDO	19
MANHATTAN BEACH	18
DOCKWEILER	22
VENICE	22
SANTA MONICA SOUTH	11
SANTA MONICA NORTH	12
WILL ROGERS	22
MALIBU/ZUMA	16
MALIBU	12

AD COFIGURATION:

Ads display on the left and right of the tower are displayed and removed only when the tower is open. The back of the tower is a fixed board that is displayed 24-hours a day.

SINGLE: A single Ad board is displayed on the exterior of the facility.

DAYLIGHT-SEASONAL: These towers are hired as needed, dependent upon weather, surf, and beach activity.

DISPLAY WINDOW:

DAYLIGHT HOURS: Towers are operational 365 days a year during daylight hours.

24 HOUR: Ads at these locations will be displayed 24 hours a day affixed to the facility

* Tower locations subject to change

LIFEGUARD TOWER ADVERTISING LICENSE AGREEMENT

This Advertising License Agreement ("Agreement") is made effective as of the _____ day of _____, 2024, by and between **Maxwell Interstate LLC**, a Delaware limited liability company, having a business address at 905 North Kings Highway, Cherry Hill, New Jersey 08034, hereinafter referred to as "Licensee" and **Consolidated Fire Protection District of Los Angeles County**, a public agency operating at 1320 N. Eastern Ave., Los Angeles, CA 90063, hereinafter referred to as "Licensor" for the provision of licensing of lifeguard towers within the jurisdiction of the Licensor for advertising purposes. The Licensee and Licensor are hereinafter referred to collectively or individually as "Parties" or "Party".

RECITALS:

WHEREAS, Licensor is the owner and operator of lifeguard towers ("Towers") located on the beaches of the County of Los Angeles and Licensor may use the Towers for advertisements to generate revenue, in addition to posting beach information for the public on the tide boards, which are the property of the Licensor; and

WHEREAS, Licensee is engaged in the business of installing, selling, and placing advertising on various forms of signage media and desires to sell and place advertising on the sides of the Towers ("Advertising Display") and to generate revenue to support the mission for Licensor; and

WHEREAS, Licensor has the power and authority, through the approval of its governing board, the Board of Supervisors on March 19, 2024, to grant to Licensee the right, privilege and license described in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, representations, and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Incorporation. The above Recitals are incorporated by reference herein and are contractual and not mere recitals
2. License, Facilities, and Displays.

(a) Licensor hereby grants an exclusive right and license to Licensee and Licensee licenses from Licensor, the Advertising Display for the Permitted Use, on the terms and conditions hereinafter set forth in this Agreement.

(b) Each Tower will have two (2) Advertising Displays which can display advertising, one on each side of every Tower and can also be used for logos and public service messaging. The size of each Advertising Display shall be 4'H x 5'W. There are currently one-hundred and fifty-seven (157) Towers that operate during the summer months, twenty-nine (29) of those Towers operate year-round with additional Towers mobilized based on demand.

Licensee previously developed an advertising display design and fastening system that is acceptable to Licensor as well as fabricated and installed two advertising displays for each of the one-hundred and fifty-eight towers. During the term, the Licensee shall ensure that every Advertising Display is in good condition and the 4'H x 5'W area shall have a public service announcement provided by the Licensor on 30 Towers if there is no advertising posted. The parties recognize that the advertising program is seasonal and that the Advertising Display will be primarily posted during the Memorial Day to Labor period at Towers occupied by Licensor's Staff unless otherwise agreed to by Licensor and Licensee.

A minimum of one hundred twenty-five (125) Towers, as listed on Exhibit "A" attached hereto and made a part hereof, shall be made available by Licensor to Licensee for advertising and will be occupied by Licensor's Staff. The Locations listed on Exhibit "A" are sometimes referred to herein as the "Minimum Locations". Exhibit "A" may be supplemented and changed from time to time by mutual agreement in writing by the parties.

(c) The Advertising Displays will be initially procured, assembled and installed by Licensee on all Towers (collectively the ("Installations")). Such Installations will be at Licensee's expense but subject to cost recovery as set forth in paragraph 7(b). The Advertising Displays will be light weight, easily moved and safely affixed to the Towers. Licensor staff will place them on opposing sides of each Tower every morning at the beginning of their shift. and lock them back inside the tower at the end of their shift each day. Licensor acknowledges that the displaying of the Advertising Displays, as provided in this paragraph is critical to generating advertising revenue. Licensee will be solely responsible for and have the exclusive right to obtain advertising for the Advertising Display subject to this Agreement, and Licensee shall have full control of the advertising process, including advertising rates on posting, copy production, and the terms and conditions of all advertising sales as long as it abides by all laws.

3. Permitted Use. Licensee may replace an Advertising Display with an alternate Advertising Display that needs a refresh or repair. At no time will any repairs or changes be made to an Advertising Display at the beach. Licensee agrees to ensure the swap out will be made in the least disruptive manner possible. Upon termination or expiration of

the License, the Licensee agrees to replace all logos/advertising with a public service announcement provided by the Licensor and the costs for the public service announcement shall be the responsibility of the terminating party. Licensee shall be permitted to install, maintain, operate, service, replace the Advertising Displays with public service and commercial advertising displays including the installation of a fastening system for the Advertising Displays that will allow for easy placement and removal of the Advertising Displays from the Towers and also secure the Advertising Displays to the Towers during the periods that they are displayed to the public.

4. Term. The term of this Agreement shall be one (1) year, commencing on the execution of this Agreement and after approval by the Licensor's Board of Supervisors, and execution by the Fire Chief or his designee ("Commencement Date"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. The Licensor shall have the sole option to extend this Agreement term for up to two (2) additional one (1) year periods, for a maximum total Agreement term of three (3) years, pursuant to the same terms and conditions.

5. Renewal Term. Licensee can request an extension of the Term of this License. The Licensee will submit the renewal request no later than February 1, 2025. The Licensor will sign the extension by March 1, 2025, should Licensor and Licensee intend to continue the partnership.

6. Payments and Notices. All dues paid hereunder, and all notices are to be forwarded to the Licensor at the address noted below. Until Licensee is notified in writing of change of ownership, payment will be remitted to the named Licensor or his assignee who has given written notice. All Dues shall be deemed to have been received on time unless Licensor notifies Licensee of non-receipt of payment. All notices are effective upon dispatch and must be delivered by certified mail, personal delivery or commercial courier to Licensor or Licensee at the respective addresses as follows:

General notices shall be sent to the Licensee at:

Jeffrey W. Gerber
Maxwell Interstate LLC
905 North Kings Highway
Cherry Hill, New Jersey 08034

General notices shall be sent to the Licensor at:

Fire Chief Anthony C. Marrone
Los Angeles County Fire Department

1320 N. Eastern Avenue
Los Angeles, CA 90063

Payments to Licensors shall be sent to Licensors at:

Los Angeles County Fire Department
Financial Management Division
P.O. Box 910901
Commerce, CA 90091-0901
Attention: Accounts Receivable

7. Dues. In consideration of Licensors making the Minimum Locations available for advertising during the Term, Licensee shall pay to Licensors dues (“Dues”) as follows:

(a) On the 10th day of after the beginning of each four-month period (September, January, May) the Licensee shall pay Dues to Licensors in the amount of \$75,000 for each period for a total of \$225,000 for each Agreement year (the “Minimum Annual Guarantee” or “MAG”). At the end of each Agreement year, Licensee shall calculate the total Gross Advertising Revenues for the Agreement year and all advertising revenue above \$450,000 shall be shared by Licensors and Licensee on a 50/50 basis (the “Revenue Share”). Gross Advertising Revenues means the gross advertising receipts of Licensee generated by and derived from the Advertising Display. The parties recognize that the vast majority of Gross Advertising Revenues for each Agreement year will occur during the May through August period.

(b) The costs incurred by Licensee to manufacture and install the Advertising Display, and the replacement costs thereof (“Licensee’s Capital Costs”) will be funded by Licensee, but Licensee shall thereafter be entitled to recover the same not to exceed \$250,000 during the term of the Foundation Agreement by offsetting and retaining all unrecovered Licensee’s Capital Costs against any Gross Advertising Revenues above \$450,000 otherwise payable to Licensors out of the Revenue Share due Licensors, but not the MAG, during the Term, or Renewal Term, if applicable, until the Licensee’s Capital Expenditures are fully recovered. If in any Agreement Year any Licensee Capital Expenditures remain unrecovered by Licensee, the unrecovered balance will carry forward to future Agreement Years and be offset against Licensors’s Revenue Share and retained by Licensee in the next following Agreement Years.

(c) The Licensee’s advertising program will be seasonal in nature, running from at least Memorial Day through Labor Day each year. Licensee may request from time to time, to extend the advertising program to other time periods.

(d) No later than the twentieth (20th) day of each month during the period(s) Licensee is conducting an advertising program, Licensee shall provide Licensors with

report of advertising programs for Towers sold during the preceding month, prepared by an officer of Licensee.

(e) In the event the full number of Minimum Locations (125 Towers) as scheduled on Exhibit "A", are not all available for any reason during the Memorial Day through Labor Day period, there shall be a pro rata reduction of the Minimum Annual Guarantee for as long as such reduction continues. Licensee is only entitled to a MAG reduction if 10% or more of the Minimum Locations are unavailable. For example, if 25 of the Minimum Locations (or at 125 towers) are unavailable, there would be a 20% reduction in the MAG for as long as the locations are unavailable.

(f) A pro rata adjustment to the Minimum Annual Guaranty shall also be made if Excused Conditions, Sign Disruption or other Adverse Condition shall occur, not caused by the wrongful acts of Licensee. "Excused Conditions" shall mean casualty, , condemnation, Force Majeure, Sign Disruptions, the Advertising Displays become obstructed in manner that materially prevents full visibility thereof or Licensee is prevented by legal requirements or governmental authorities from operating any of the Advertising Displays for commercial advertising purposes. "Adverse Condition" shall mean reductions in revenue collected due to general adverse market conditions (as opposed to Licensee's underperformance relative to sales, rates and occupancy levels of other outdoor advertising platforms similar in type and quality and in similar markets), and in the case of such general market conditions, if the same occurs during a period in which the U.S. National Bureau of Economic Research ("NBER") has determined and announced that a recession has occurred due to two (2) consecutive quarters of negative GDP, provided Adverse Conditions for general market conditions shall end when the most recent quarterly GDP growth is no longer negative and the recession has ended. The parties shall negotiate in good faith on whether such Excused Conditions or Adverse Conditions exist, and to the extent the same justify an equitable reduction and adjustment of the Minimum Annual Guaranty under the circumstances.

(g) Licensor, or designee, shall have the right to audit the books and records maintained by Licensee in connection with advertising including but not limited to all financial records, bank statements, cancelled checks or other proof of payment(s), costs incurred by Licensee that is related to Section 7 of this Agreement, that is the subject matter of this Agreement, in a digital or electronic format, or at Licensee's offices or via reasonable video conferencing meeting and at reasonable times, twice per year, upon not less than fourteen (14) days' prior written notice to Licensee.

8. Obstructions. Provided it is not disruptive to Licensor's operations, and is within their authority and ability to do so, personnel of Licensor shall keep the Advertising Displays free from obstructions and will not permit or allow any material impairment, improvements, equipment, or other obstruction by Licensor or other parties to materially

interfere with the full and undisturbed visibility of the Tide Boards and the advertising thereon. If any of the foregoing shall occur, the MAG shall be equitably adjusted based on the impact the same has on advertising sales and/or revenues. Licensee has the right, as legally permissible, to remove any obstruction that hinders the view of any advertising copy or messages placed on the Sign(s) and Licensor will cooperate with Licensee in removing any obstructions.

9. Sign Disruptions. If at any time, in Licensee's reasonable judgment, any of the following conditions should occur, the same shall be a Sign Disruption(s): view of any of the advertising on the Advertising Display shall be or become materially obstructed or impaired in any manner which prevents full visibility thereof (exclusive of ordinary weather conditions restricting visibility); or should the Towers be or become unsafe for the maintenance of the advertising thereon or be unable to support the same; or the value of any of the Towers listed on Exhibit "A" for advertising purposes shall be or become diminished due to a cause beyond the reasonable control of Licensee and the effect thereto adversely impacts advertising revenues paid by advertisers for the Advertising Displays on the Towers; the beaches (including public use of the adjacent water) are closed or restricted by governmental order or other cause; Licensee shall be prevented by any law or ordinance, or by the authorities having jurisdiction from constructing and maintaining the Advertising Displays or the Advertising Displays are not regularly and consistently displayed by Fire District Staff as provided in paragraph 2 (c) ; then and in any such case Licensee shall be entitled to abate the MAG Dues for the period of the Sign Disruption, and if the duration of the Sign Disruption exceeds ninety (90) days, Licensee may continue abatement until the Sign Disruption is cured and, in addition at any time thereafter, Licensee or Licensor at its option may terminate this Agreement by giving the alternate party thirty (30) days' written notice of its election to terminate.

10. Access. Fire District Staff will provide Licensee with access when needed to the Towers in order to test the Advertising Displays and their fastening system, deliver the Advertising Displays to the Towers, replace Advertising Displays, inspection of the Advertising Displays and to otherwise implement this Agreement.

11. Other Advertising. The licenses, right and privileges granted to Licensee to use the Advertising Displays for logo/advertising purposes is exclusive to Licensee as long as agreement is in effect. As of the date of this Agreement, no other advertising is contemplated on the Towers. Licensor recognizes that any other advertising on the Towers will likely impact revenues anticipated from the Advertising Display program. Licensee shall be entitled to MAG relief if Licensee can demonstrate that additional Tower advertising has materially impacted advertising sales efforts.

12. Permits. There is a California Coastal Commission permit, no. 5-02-009, that is in effect. The parties do not anticipate that any new permits or approvals (collectively

“Permits”) are required from any governmental or quasi-governmental authorities having jurisdiction for installation and use of the Advertising Displays for advertising purposes and the Permitted Use. If any governmental authority requires Permits, the same shall be a Sign Disruption under Section 9 above, until such time as Permits are obtained and advertising is allowed on the Advertising Displays Advertising will comply with the existing California Coastal Commission permit and the parties will pursue and cooperate on any amendments or new permits as necessary while the Advertising Display program operates.

13. Copy Content

In addition, the messages on the Advertising Displays must not feature alcohol, tobacco, vape, gambling, politics, religion, nothing of a sexual nature or feature advertisements on Licensor's vehicles or allow any advertisements to state, "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards." A period of 48 hours or 2 business days will be allotted for review.

14. Insurance. Licensee shall, at its expense, always maintain during the term of this License and when Licensee is using the Advertising Displays, public liability insurance in respect of the Advertising Displays on the towers, with a combined single limit of not less than ten-million dollars (\$10,000,000) naming Licensor and County of Los Angeles as additionally insured. Licensee shall deliver to Licensor such policy or a certificate of such policy promptly following full execution of this License. Licensee shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Licensee shall deliver to Licensor and any additional insureds such renewal policy or certificate at least thirty (30) days before the expiration of any existing policy. Such policy shall name as additional insured, Licensor, and shall be issued by companies licensed to issue such insurance in the State of California.

15. Casualty. Licensee shall have the right to terminate this Agreement or a pro-rata adjustment of the MAG upon fifteen (15) days' prior written notice upon the damage or destruction of all or any substantial portion of the Towers, which materially adversely affects the Towers and their ability to display the Advertising Displays and the Towers are not rebuilt. If the Towers are rebuilt, the MAG shall abate during the period that the Towers cannot be used in the ordinary course of business, but in such event this Agreement shall not terminate and the Term shall be extended by an amount of time equal to the duration of time during which all the Minimum Locations cannot be so used. If some but not all of the Towers are damaged or destroyed such that some of the Minimum Locations are unusable, and Licensee elects to sell and post advertising on the usable inventory, the MAG shall be reduced pro-rata based on the impact the damage or destruction of some of the Minimum Locations has on advertising sales and/or revenues.

16. Indemnity. Licensee shall indemnify, defend and hold harmless Licensors, County of Los Angeles, its Board of Supervisors, and its officers, directors, employees, and agents from and against any and all loss, liability, claim, damage and other expense (including reasonable attorneys' fees) arising from or related to any third-party claim arising from Licensee's activities, except to the extent caused by the negligent or willful acts of Licensors, its employees, officers, and agent. The foregoing indemnity obligations shall be conditioned upon the party claiming indemnity (the "indemnified party") promptly notifying the indemnifying party of the claim, allowing the indemnifying party to control the defense and/or settlement after such party assumes responsibility therefor, and providing the indemnifying party with reasonable assistance in connection therewith, at the indemnifying party's expense. Any settlement of an indemnified claim shall require the indemnified party's consent, which consent shall not be unreasonably withheld, unless such settlement imposes no obligation or liability on the indemnified party.

17. Default. If any one or more of the following events shall happen (an "Event of Default"), then and in any such event, Licensors may upon written notice to Licensee terminate this License: (a) Licensee fails to pay any Dues payable under Section 7 within five (5) days of when due and does not cure such failure within ten (10) business days after receipt of written notice from Licensors of such delinquency and nonpayment; provided, however, that if there is a dispute over the amount or the calculation of the amount due, or over any adjustments to the MAG or Dues as contemplated by this Agreement, the same shall not be deemed an Event of Default termination until a final, unappealable determination is made of the amount due by an arbitrator, and Licensee fails to pay the same within ten (10) business days thereafter; (b) Licensee fails to perform any of its obligations under this License (other than payment of any Dues payable under Section 6 of this License) and such failure shall continue for a period of twenty (20) days after notice thereof from Licensors provided, (c) Licensee files for a voluntary petition, or has filed against it any involuntary petition for, bankruptcy which is not stayed or discharged within sixty (60) days, or makes a general assignment for the benefit of creditors. Any out-of-pocket, third party, reasonable charges incurred by Licensors as a result of Licensee's Event of Default shall be added as additional Dues to which Licensee shall be responsible for.

18. Termination for Convenience. The Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by Licensors, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Licensee specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 120 days after the notice is sent.

19. Force Majeure. Licensee shall not be deemed to be in default hereunder and its performance shall be delayed and excused if it is delayed or prevented from performing

any of the obligations hereunder, including, but not limited to, the payment of the Dues, MAG and/or Revenue Share, by reason of Force Majeure events. Licensee shall additionally not be deemed to be in default hereunder and its performance shall be delayed and excused if Licensee is unable to sell and/or display advertising and/or conduct business on the towers, as was theretofore normally sold, displayed and/or conducted in the ordinary course of business, by reason of any "Force Majeure" event, defined to mean and include casualty, condemnation, disease, epidemics, pandemics, quarantines, laws, changes in laws, requirements, restrictions or limitations of governmental authorities, flood, strikes or other labor disputes, boycotts, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, unusually severe weather conditions, riots, rebellion, sabotage, major traffic disruptions or changes, war, terrorism, other emergency, delays in obtaining permits or governmental approvals not caused by the acts or omissions of Licensee, or any other circumstances for which Licensee is not responsible and which are not within Licensee's reasonable control.

20. Notices. Any notice to any party under this License shall be, pursuant to the names and addresses in Paragraph 6 herein, in writing by certified or registered mail, or commercial overnight delivery service and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this License, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

21. Waivers: Curing Defaults.

(a) The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this License, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this License or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Licensor of the Dues with knowledge of breach by Licensee of any obligation of this License shall not be deemed a waiver of such breach.

(b) If either party shall default in the performance of any of its obligations under this License, the other party, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of the nonperforming party, without notice in a case of emergency, and in any other case only if such default continues after the cure period provided in this License.

22. Miscellaneous.

(a) All understandings and agreements heretofore had between the parties are merged in this License which alone fully and completely expresses their agreement and which is entered into after full investigation, neither party relying upon any statement or representation not embodied in this License.

(b) No agreement shall be effective to change or waive any provision of this License, in whole or in part, unless the same is in writing, refers expressly to this License and is signed by both parties.

(c) This License shall bind and benefit the parties hereto and their respective successors and assigns.

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ACCEPTED AND AGREED TO
BY LICENSEE:

MAXWELL INTERSTATE, LLC

By: _____
Licensee Signature Date

Jeffrey W. Gerber
President of Business Development and
Chief Operating Officer

ACCEPTED AND AGREED TO
BY LICENSOR:

CONSOLIDATED FIRE
PROTECTION DISTRICT OF
LOS ANGELES COUNTY

By: _____
Licensor Signature Date

Print Name/Title

APPROVED AS TO FORM

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy