



City of Huntington Beach

2000 Main Street,
Huntington Beach, CA
92648

APPROVED 5-0-1-1
(GRUEL-ABSENT,
TWINING ABSTAIN)

File #: 25-335

MEETING DATE: 5/6/2025

REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Travis Hopkins, City Manager

VIA: Eric McCoy, Fire Chief

PREPARED BY: Bonnie To, Principal Management Analyst

Subject:

Approve and authorize execution of a three-year License Agreement with Rio Media & Advertising Inc. for the Lifeguard Tower Advertisements Program

Statement of Issue:

The City of Huntington Beach has a total of 24 oceanfront lifeguard towers within the City's jurisdiction. As an opportunity for revenue generation, the Huntington Beach Fire Department requested proposals from qualified vendors to implement a Lifeguard Tower Advertisement Program. Vendors submitted their proposals along with revenue projections, and based on the evaluation criteria, Rio Media & Advertising Inc. (Rio) was selected. City Council action is requested to approve and authorize execution of a three-year License Agreement with Rio for the Lifeguard Tower Advertisements.

Financial Impact:

Projected annual revenue to the City of Huntington Beach based on Rio's Annual Revenue Projection is estimated at \$700,000.

The Projected Payment Schedule from the vendor would be quarterly payments to the City, accompanied by comprehensive revenue reports.

Recommended Action:

Approve and authorize Mayor and City Clerk to execute a three-year "Lifeguard Tower Advertising License Agreement by and Between the City of Huntington Beach and Rio Media and Advertising Inc."

Alternative Action(s):

Do not approve, and direct staff accordingly.

SUPPLEMENTAL COMMUNICATION

Analysis:

Meeting Date: 06/02/2026

As part of the City's ongoing efforts to identify new revenue sources, the Huntington Beach Fire Department (HBFD) identified an opportunity for ad space on the back of the City's existing lifeguard towers. HBFD issued a Request for Proposal (RFP) looking for qualified vendors to develop and maintain a Lifeguard Tower Advertisement Program. While the HBFD relies upon the expertise and skillset of potential vendors, various guidelines regarding advertisement size, quantity, location, and content were set forth. The vendor would be required to follow any applicable rules, regulations, and guidelines as required by the federal, state, City, local, and other government agencies, including the California Coastal Commission. Advertisements are to be limited in size and incorporated within existing design and layout on the back of towers only. Advertisements are not to interfere with existing tower numbers, municipal codes, and ocean safety information. Currently, there are advertisements on the back of four towers.

Two vendors submitted proposals with revenue projections to the City. Based on the RFP evaluation criteria, the vendor Rio Media & Advertising Inc. was selected. With over two decades of outdoor advertising experience, Rio is a Huntington Beach business focused on balancing community-driven advertising with strong revenue generation.

Rio's Annual Revenue Projection is \$1,000,000, of which the vendor would receive 30% and the City would receive 70%. The estimated breakdown is as follows:

- Tier 1 High-traffic towers \$500,000
- Tier 2 Medium-traffic towers \$300,000
- Tier 3 Low-traffic Towers \$200,000

City Council action is requested to authorize execution of a three-year License Agreement with the ability to extend for one additional year with Rio Media & Advertising Inc. for the Lifeguard Tower Advertisements.

Environmental Status:

The requested action to approve an advertising contract for the display of public information items and advertisements on existing lifeguard towers is covered by Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, which exempts activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Strategic Plan Goal:

Goal 2 - Fiscal Stability, Strategy A - Consider new revenue sources and opportunities to support the City's priority initiatives and projects.

For details, visit www.huntingtonbeachca.gov/strategicplan

Attachment(s):

1. Lifeguard Tower Advertising License Agreement

LIFEGUARD TOWER ADVERTISING LICENSE AGREEMENT
BY AND BETWEEN THE CITY OF HUNTINGTON BEACH AND
RIO MEDIA AND ADVERTISING INC.

This Advertising License Agreement ("Agreement") is made effective as of May 16, 2025, by and between the City of Huntington Beach, a California municipal corporation, hereinafter referred to as "City," and Rio Media and Advertising, Inc., a California corporation, hereinafter referred to as "Licensee," for the purpose of licensing certain lifeguard towers within the jurisdiction of City for advertising purposes. The Licensee and City are hereinafter referred to collectively or individually as "Parties" or "Party".

RECITALS:

WHEREAS, City is the owner and operator of lifeguard towers ("Towers") located on the beaches of Huntington Beach and City may use the Towers for advertisements to generate revenue, in addition to posting beach information for the public; and

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 Towers ("Advertising Display") and to generate revenue to support the goals and mission of City,

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

(b) Each Tower will have at least one Advertising Display which can display advertising, as depicted in the program documents consisting of City's Request for Proposal dated October 24, 2024 and Licensee's response dated November 26, 2024, collectively attached hereto as Exhibit A. The size, number, location and price of each Advertising Display shall be as depicted in Exhibit A. During the term, the Licensee shall ensure that every Advertising Display is in good condition. 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")) at licensee's expense. The Advertising Displays will be light weight, easily moved and safely affixed to the Towers. City 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. 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 City 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 for three (3) years, with the option to extend an additional one (1) year, commencing on the execution of this Agreement and after approval by the City Council of City ("Commencement Date"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

5. Reserved.

6. Payments and Notices.

All License fees paid hereunder, and all notices are to be forwarded to the City at the address noted below. Until Licensee is notified in writing of change of ownership, payment will be remitted to the City or its assignee who has given written notice. All Fees shall be deemed to have been received on time unless City 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 City or Licensee at the respective addresses as follows:

General notices shall be sent to the Licensee at:

Rio Media & Advertising, Inc.

Attn: Thomas Iorio

101 Main Street, Suite 230

Huntington Beach, CA 92648

General notices shall be sent to the City at:

City of Huntington Beach

2000 Main Street

Huntington Beach, CA 92648

Attn.: Fire Chief

Payments to City shall be sent to City at:

City of Huntington Beach

P.O. Box 190

Huntington Beach, CA 92648

Attn.: City Treasurer

7. License Fees.

In consideration of City making the Minimum Locations available for advertising during the Term, Licensee shall pay to City License Fees of 70% of all revenues based on the tiered pricing structure as set forth in Exhibit A. City, or its 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 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 City's operations, and is within their authority and ability to do so, personnel of City shall keep the Advertising Displays free from obstructions and will not permit or allow any material impairment, improvements, equipment, or other obstruction by City or other parties to materially interfere with the full and undisturbed visibility of the advertising thereon. 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 City will cooperate with Licensee in removing any obstructions.

9. Tower Cleaning and Maintenance.

Licensee will periodically clean and maintain the Towers as set forth in Exhibit A.

10. Access.

Fire Department 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, perform Tower maintenance, 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 this agreement is in effect. As of the date of this Agreement, no other advertising is contemplated on the Towers.

12. Permits.

Licensee shall obtain, at its sole cost and expense, any and all required permits, licenses, authorizations or consents for the advertising use of the Towers as contemplated herein.

13. Copy Content.

City reserves the right to review and approve all advertising 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 City's vehicles or allow any advertisements to state, "Official Vehicle Sponsor of the Huntington Beach Lifeguards." A period of 48 hours or 2 business days will be allotted for review.

14. Hold Harmless.

Licensee hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Licensee's employees and damage to Licensee's property, arising directly or indirectly out of the obligations or operations herein undertaken by Licensee, caused in whole or in part by any negligent act or omission of the Licensee, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Licensee will conduct all defense at its sole cost and expense and City shall approve selection of Licensee's counsel. This indemnity and defense obligation shall apply to all claims and liability, including but not limited to, any claims related to whether the approval of the Event by City, or the Event itself, is in compliance with applicable federal, state and local laws, and regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Licensee.

15. Workers' Compensation Insurance.

Pursuant to California Labor Code Section 1861, Licensee acknowledges awareness of Section 3700 et seq. of this Code, which requires every employer to be insured against liability for workers' compensation; Licensee covenants that it will comply with such provisions prior to commencing performance of the work hereunder. Licensee shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits. Licensee shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Licensee shall furnish to City a certificate of waiver of subrogation under the terms of the Workers' Compensation and Employer's Liability Insurance and Licensee shall similarly require all subcontractors to waive subrogation.

16. General Liability Insurance.

In addition to the Workers' Compensation and Employer's Liability Insurance and Licensee's covenant to defend, hold harmless and indemnify City, Licensee shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage for Licensee's operations under this Agreement. This policy shall indemnify Licensee, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the use of the Licensed Premises, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for the use of the Licensed Premises. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the use of the Licensed Premises shall be deemed excess coverage and that Licensee's insurance shall be primary. Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

17. Automobile Liability Insurance.

Licensee shall obtain and furnish to City an automotive liability insurance policy covering Licensee's operations under this Agreement. This policy shall provide coverage for Licensee's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

18. Certificate of Insurance.

Prior to commencement of any activity hereunder, Licensee shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

Provide the name and policy number of each carrier and policy;

State that the policy is currently in force; and

Promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Licensee shall maintain the foregoing insurance coverage in force during the entire Term of this License, including any extensions of the Term as provided herein.

This requirement for carrying the foregoing insurance coverage shall not derogate from Licensee's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Licensee shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

19. Default.

If any one or more of the following events shall happen (an "Event of Default"), then and in any such event, City may upon written notice to Licensee terminate this License: (a) Licensee fails to pay any Fees payable hereunder within five (5) days of when due and does not cure such failure within ten (10) business days after receipt of written notice from City of such delinquency and nonpayment; (b) Licensee fails to perform any of its obligations under this License (other than payment of any Fees) and such failure shall continue for a period of twenty (20) days after notice thereof from City 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 City as a result of Licensee's Event of Default shall be added as additional Fees to which Licensee shall be responsible for.

20. Termination for Convenience.

The Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by City, 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.

21. 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, 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, 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.

22. Notices.

Any notice to any party under this License shall be, pursuant to the names and addresses set forth above, 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.

23. 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 City of the Fees 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.

24. 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.

(d) Irrespective of the place of execution or performance, this License shall be governed by and construed in accordance with the laws of the State of California. If any provision of this License or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this License and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings and titles in this License are solely for convenience of reference and shall not affect its interpretation. Each covenant, agreement, obligation or other provision of this License on Licensee's part to be performed, shall be deemed and construed as a separate and independent covenant of Licensee, not dependent on any other provision of this License. All terms and words used in this License, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(e) This License may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. The invalidity of any portion of this License shall not have any effect on the balance hereof. This License shall be binding upon the parties hereto, as well as their successors, heirs, executors and assigns. Any signature to this License transmitted by facsimile or e-mail (in PDF or comparable format) shall be considered to have the same legal and binding effect as any original signature. Each party represents and warrants to the other that it is duly authorized to execute and deliver this License Agreement.

(f) This License has been mutually negotiated and drafted and shall be construed neither for nor against City or Licensee but shall be construed without regard to any presumption or other rule of construction against a party causing a provision to be drafted, added or deleted.

(g) The failure of City or Licensee to enforce any of the rights given to it under this License by reason of the violation of any of the covenants in this License to be performed by either party shall not be construed as a waiver of the rights of City or Licensee to exercise any such rights as to any subsequent violations of such covenants or as a waiver of any of the rights given to City or Licensee by reason of the violation of any of the covenants of this License.

25. Removal of Advertising Upon Termination.

At the end of the Term or upon earlier termination of this License Agreement, Licensee shall remove from the Towers all equipment, signs, and other personal property placed by it on the Towers. The Licensee may leave any pre-agreed materials used on the Towers or otherwise agreed to by City, which the Licensee shall be entitled to leave on the Towers at the end of the Term. On the last day of the Term (or as soon thereafter as is reasonably practical), a duly authorized representative of the City and of Licensee shall together inspect the Towers to evaluate the state of the Towers. Licensee shall not be liable for any pre-existing condition; however, Licensee shall be liable for any damage occurring from its use of the Towers for the advertising. Licensee shall return the Towers to the condition in which they existed at the beginning of the Term.

26. Sublicensing or Assignment Prohibited.

This License is personal to Licensee, and Licensee shall have no right to assign its rights hereunder or to sublicense this Agreement.

27. Attorneys' Fees.

In the event of litigation or other proceeding brought to enforce this License Agreement, each party shall bear its own attorneys' fees and costs. The prevailing party will not be entitled to recover its attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other party.

IN WITNESS WHEREOF, the Parties have executed this License Agreement by and through their authorized officers on May 6, 2025.

LICENSEE,
RIO MEDIA & ADVERTISING, INC.



By: _____

Thomas Iorio

print name

ITS: (circle one) Chairman President Vice
President

AND
By: 
Deborah Iorio
print name

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

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

Mayor

City Clerk

INITIATED AND APPROVED:

Fire Chief

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney



COUNTERPART

LICENSEE,
RIO MEDIA & ADVERTISING, INC.

By: _____

print name

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

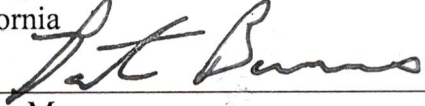
AND

By: _____

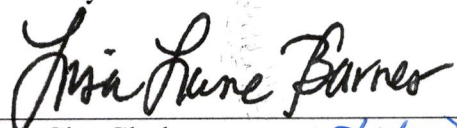
print name

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

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

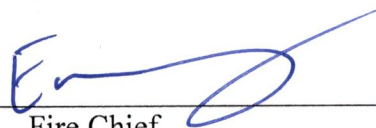


Mayor



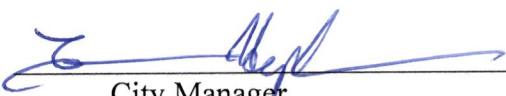
City Clerk *5/14/25*

INITIATED AND APPROVED:



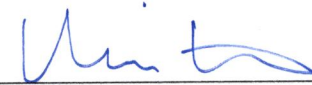
Fire Chief

REVIEWED AND APPROVED:



City Manager

APPROVED AS TO FORM:



City Attorney *for*

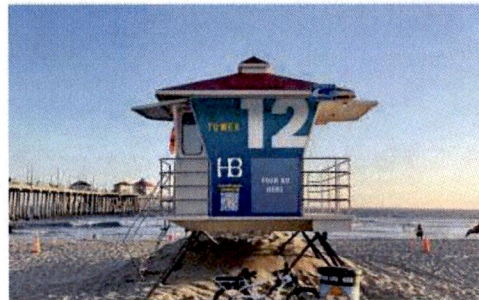
COUNTERPART

EXHIBIT A

REQUEST FOR PROPOSALS

FOR

LIFEGUARD TOWER ADVERTISEMENTS PROGRAM



CITY OF HUNTINGTON BEACH
Fire Department

Released on: October 24, 2024

Addendum# $\frac{1}{2}$

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Section I. General Description and Introduction

The City of Huntington Beach ("City") is requesting proposals from qualified Vendors specializing in management and operations of advertisements/ads placed on lifeguard towers.

The City of Huntington Beach has a total of 24 Oceanfront Lifeguard Towers. The Huntington Beach Fire Department Marine Safety Division uses the back of the lifeguard towers to display the tower number, municipal codes, and ocean safety information. Currently, there are advertisements on the back of four of the lifeguard towers.

The successful Vendor ("Vendor") would be considered for a three (3) year Lifeguard Tower Advertising License Agreement with the City, with the ability to extend an additional one (1) year. By submitting a proposal, the Vendor/Consultant accepts all terms and conditions of this RFP including the attached sample Agreement. The Vendor would be required to follow any applicable rules, regulations, and guidelines as required by the federal, state, City, local, and all government agencies, including the California Coastal Commission.

Section II. Schedule of Events

This request for proposal will be governed by the following schedule:

- Release of RFP October 24, 2024
- Job Walk (Mandatory) November 7, 2024 @ 10am
 - Starting Location: Lifeguard Headquarters; 101 PCH, HB, CA 92648
- Deadline for Written Questions November ~~8~~¹³, 2024 by 4pm
- Responses to Questions Posted on Web November ~~15~~²⁰, 2024
- Proposals are Due **December 3, by 4pm** November ~~22~~²⁷, 2024 by 4pm
- Proposal Evaluation Completed December 2024 (Tentative)
- Approval of Contract December 2024 (Tentative)

Section III. Project Background

There are 24 Ocean Lifeguard Towers along the coastline of Huntington City Beach between Beach Boulevard and Seapoint Avenue. All of the towers have unused space on the back of the towers, sides of the towers, and/or roofs of the towers which could serve as spaces for various advertisements. Certain towers are more popular and have more visibility to the public than others and should/may be priced accordingly.

Lifeguard tower advertisements will allow the City of Huntington Beach to create unique public-private partnerships in which both parties can benefit Other Fire Department Marine Safety Divisions, such as LA County, are already establishing these partnerships and generating revenue by selling ad space on the back or sides of lifeguard towers.

Advertising Vendors with experience in advertising on ocean lifeguard towers and with current contracts with public agencies, specifically in Southern California, are desirable.

Section IV. Scope of Work/Service/Service

- A) The selected Vendor shall execute a Lifeguard Tower Advertising License Agreement (see Appendix B) with the City for management of the lifeguard tower ads in all selected locations.
- 1) The selected Vendor will provide a Projected Annual Breakdown Report. The breakdown should include total monies earned through lifeguard advertisement at Huntington Beach (projected), percentage of money to be kept by the Vendor, percentage of money to be allocated and paid to the City, and projected payment dates to the City. The City prefers monthly or quarterly payments in order to track ongoing revenues.
 - 2) All lines in the Scope of Work/Service/Service Section are required. The optional lines will state "optional". If the Vendor has a "substitute request" on any required or optional line, please thoroughly explain the "substitute request" and provide justification.
 - 3) A Job Walk by the vendor will be mandatory for this RFP as stated in the Schedule of Events.
 - 4) The Vendor would be required to follow any applicable rules, regulations, and guidelines as required by the federal, state, City, local, and all government agencies, including the California Coastal Commission.
 - 5) Note: Certain towers are more popular and have more visibility to the public than others. Therefore, please provide a proposal based on different tiers to differentiate the advertisement sales revenue amounts and Projected Annual Breakdown Report per tower.
 - 6) Tower 3 and 4 are not available at this time for advertisement through this RFP.
 - 7) Note: During certain events and seasons, certain towers are more popular and have more visibility to the public than others and this should also be accounted for in the RFP bid submission.
 - 8) Note: During certain events, the advertisements may be required to be taken down and unable to be rented during that time. One example is if there is specific event occurring. The City would provide the vendor with advanced notice. Please see Exhibit A for preliminary special events schedule.
- B) The selected Vendor will be responsible for the management of the lifeguard tower ads.
- 1) Management of lifeguard tower ads include:
 - i) Provide the advertisement printing, supplies, and service needed to print/attach the advertisement to the towers.
 - ii) Provide day-to-day operational supervision and personnel management, project management, and maintenance expertise necessary to operate the tower ad program.

- iii) Provide knowledgeable staff capable of selling advertisements for all lifeguard tower locations.
- iv) Provide cleaning and maintenance for the lifeguard tower ads which includes but is not limited to:
 - o Graffiti removal
 - o Maintenance: Maintenance shall include any tower ad maintenance or repair from damage, at no charge to the City. This includes any advertisement that is fading, discolored, or unsatisfactory as deemed by the City.
 - o Maintenance of lifeguard towers includes power washing and cleaning the entire outside of the lifeguard towers in order for advertisement to be shown on an overall clean tower, which would be advantageous to both the advertisement company and the City.
 - o Labor for all other maintenance. Rehabilitation or replacement of all tower ads determined to be in poor condition.
 - o Labor for all other maintenance. Rehabilitation or replacement of all tower advertisements determined to be in poor condition.
 - o Properly train and equip non-City personnel responsible for cleaning and repair to handle all maintenance at least once every six months. Vendor will be required to email the City authorized contact personnel a copy of the inspection records completed every six months.
 - o Provide emergency maintenance (24-hour point of contact) to ensure tower ads always maintain professional appearance.

iv) Scheduling

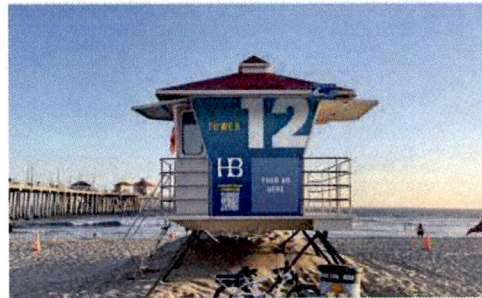
- o Work to be performed during regular business hours for Huntington Beach—5:30 a.m. to 5:00 p.m., Pacific Standard Time
- o Work should be performed during regular work weekdays, Monday through Friday, unless otherwise specified. The following holidays will be observed:
 - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
 - Some work may be required on holidays to meet peak visitor demands as requested by the City.

v)

Advertising Sales

- Operate an advertising sales organization to generate revenue:
 - **Required:** advertisement on designated area approved by the City and Vendor on the **back** of the oceanfront lifeguard towers.
 - **Note:** Certain towers are more popular and have more visibility to the public than others. Therefore, please provide a proposal based on different tiers to differentiate the advertisement sales revenue amounts and Projected Annual Breakdown Report per tower.
 -

Example of Back of Tower Advertisement (subject to change by federal, state, City, local, and all government agencies, including the California Coastal Commission).



- **Optional:** advertisement on designated area approved by the City and Vendor on the **side** of the oceanfront lifeguard towers
- **Optional:** advertisement on designated area approved by the City and Vendor on the **roof/top** of the oceanfront lifeguard towers
- Ensure that the advertising sales effort is robust and sufficient to support generating revenue to the City and to include no net expenses for maintenance to the City of Huntington Beach.

- Maintenance of lifeguard towers includes power washing and cleaning the entire outside of the lifeguard towers in order for advertisement to be shown on an overall clean tower, which would be advantageous to both the advertisement company and the City.
 - Prohibit the advertising of drugs, smoking/vaping, alcohol, and adult content.
 - The City will approve all advertisements prior to placement on lifeguard towers.
 - If possible, try and keep the ads consistent across all towers.
 - See Exhibit B for dimensions of lifeguard tower.
- vi) Detailed Project Schedule should be included to identify all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- vii) Obtain and keep current City business license and proper insurance documents, endorsement documents, and permit(s) as required by the City of Huntington Beach.

Section V. Proposal Submission Requirements

Interested contractors are to provide the City of Huntington Beach with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits in the Page Count. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and Scope of Work/Service, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder’s response:

A. Vendor Application Form and Cover Letter

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the Vendor/Consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Huntington Beach, California and the office from which the project will be managed.

B. Background and Project Summary Section

- 1) The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work/Service of this RFP.
- 2) The Background and Project Summary Section should provide projections for annual revenue for every year through the term of the franchise agreement(see Appendix A). This section should have a Projected Annual Breakdown Report. The breakdown

should include total monies earned through lifeguard advertisement at Huntington Beach(projected), percentage of money to be kept by the Vendor, percentage of money to be allocated and paid to the City, and projected payment dates to the City. This section should also include a Detailed Project Schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work/Service of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which the Vendor manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts Vendor will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work/Service" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would complete in the tasks specified in the Scope of Work/Service.
- 5) Detailed advertising revenue proposal for all lifeguard towers as described in this RFP.

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Qualifications

The information requested in this section should describe the qualifications of the Vendor, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this Scope of Work/Service.
- 2) A summary of the your Vendor's demonstrated capability, including length of time that your Vendor has provided the services being requested in this Request for Proposal.

- 3) Provide 1 to 5 references(Appendix A) that received similar services from your Vendor. The City of Huntington Beach reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- ◆ Client Name
- ◆ Project Description
- ◆ Project start and end dates
- ◆ Client project manager name, telephone number, and e-mail address

Section VI. Selection Criteria

The proposals will be evaluated based on the following factors but may not be limited to just these factors:

- Compliance with RFP Requirements
- Experience & Performance Record
A history of successfully providing this service in similar complexity and scale for other agencies within Southern California is required. Efficiency and timeliness in completion of program requirements.
- Approach to Management of Lifeguard Tower Advertisements & Maintenance Program
Methodology to servicing and installing lifeguard tower ads as well as maintenance and scheduling plan of the lifeguard ads. This includes the Projected Annual Breakdown Report and Detailed Project Schedule. See Scope of Work/Service section for all the listed lines/items.
- Cost/Price
- References

Section VII. Selection Process

Each proposal will be reviewed to determine if it meets the needs and requirements contained within this RFP. The City may reject any proposal if it is conditional, incomplete, or contains irregularities, or lack of funding. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Vendor/Consultant from compliance with the contract requirements if the Vendor/Consultant is awarded a contract.

Proposals that meet the criteria of this RFP will be reviewed by a panel. Oral interviews may be conducted. The selected Vendor(s) will be notified, in advance, of the time and place for the oral interviews. Failure to appear at the interview will be considered non-responsive and the Vendor will be eliminated from any further consideration.

The successful Vendor/Consultant to whom work is awarded shall, within fifteen (15) days after being notified, enter into a contract with the City for the work in accordance with the specifications, and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within said fifteen (15) days shall be just cause for the City to contract with the next responsible Vendor/Consultant.

Any communications, whether written or verbal, with any City Councilmember, the Honorable Mayor, or City staff other than the individual indicated herein, prior to award of a contract by City Council, is strictly prohibited. Any Vendor who violates this provision shall be immediately disqualified from consideration as a vendor under the terms of this RFP.

Section VIII. Submission Deadline

In order to be considered, the Vendor/Consultant must submit proposal to the City's Finance Department through the online website PLANETBIDS.

The proposal must be received on PLANETBIDS no later than 4:00 p.m. (P.S.T.) on ~~November 2~~ **December 3rd, 2024** as specified in this RFP Schedule of Events.

There are no expressed or implied obligation for the City to reimburse Vendors for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or propriety will be ineffective and will be disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal regardless of whether or not the proposal was selected. Submission of a proposal indicates acceptance by the Vendor of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected Vendor.

All property rights, including publication rights of all reports produced by the selected Vendor in connection with services perform under this agreement shall be vested in the City.

Section IX. Request for Additional Information

Questions about this RFP must be submitted through PLANETBIDS by November ~~8th~~ **13**, 2024 by 4p.m. (P.S.T.) as specified in this RFP Schedule of Events.

Section X. Taxes and Licenses

All taxes and licenses required for this project, including, but not limited to a Huntington Beach City business licenses, shall be obtained at the sole expense of the contractor (and any subcontractors). The contractor shall comply with all state and city prevailing wage laws.

Section XI. Standard Terms and Conditions

◆ Amendments

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted through the PLANETBIDS Huntington beach Procurement Registry, [Huntington Beach - Official City Web Site - Business - Bids & RFP's](#) ;bidders should check this web page daily for new information.

◆ Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.

◆ Contract Discussions

Prior to award, the apparent successful Vendor may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring Vendor. See Appendix B for a sample agreement.

◆ Confidentiality Requirements

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

◆ Financial Information

The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your Vendor's financial capabilities.

◆ Payment by Electronic Funds Transfer – EFT:

The City requires that payment be made directly to the vendor's bank account via an Electronic Fund Transfer (EFT) process. Banking information will need to be provided to the City via an Electronic Credit Authorization form. A City Representative will provide the Electronic Credit Authorization form upon intent to award. Vendor will receive an Electronic Remittance Advice with the payment details via email. It is solely the responsibility of the vendor to immediately notify the City of any change to their information related to payments.

◆ Insurance Requirements

City Resolution 2008-63 requires that licensees, lessees, and Vendors have an **approved** Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix C. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

EXHIBIT A

EXHIBIT A

PRELIMINARY SPECIAL EVENTS SCHEDULE (SUBJECT TO CHANGE)

Event Name	Preliminary Dates/Approximate Duration	Notes
Pacific Air Show	End of September/Beginning of October including preparation and cleanup time.	More tower viewership due to event during this event. Towers may need to move due to logistics of the event (Preliminarily Tower 9, 11, 13, 15). This special event is a multi-day event and when Public Works moves the towers and towers are moved right up against the multi-use bike path where the tower can be visible to all path users.
US Open	Early/Mid August including preparation and cleanup time	More tower viewership due to event. Towers may need to move due to logistics of the event. (Preliminarily Tower 1). This special event is a multi-day event and when Public Works moves the towers and towers are moved right up against the multi-use bike path where the tower can be visible to all path users.
Darker Waves/Beach Concert	Mid November including preparation and cleanup time	More tower viewership due to event. Towers may need to move due to logistics of the event. This special event is a multi-day event and when Public Works

		moves the towers and towers are moved right up against the multi-use bike path where the tower can be visible to all path users.
Toyota Contract	Daily	Toyota signage on Lifeguard Towers 3 and 4. Tower 3 and 4 are not available at this time for advertisement through this RFP.
Additional Events TBD		

EXHIBIT B

EXHIBIT B

LIFEGUARD TOWER DIMENSIONS

Dimensions of the Back of the Lifeguard Tower.

7 feet 8 inches across the top

6 feet across the bottom

3 feet 7 inches from the bottom to the first bend

3 feet 7 inches from the first bend to the top corner

The dimensions for the bottom of the side of the tower are 6 feet wide and 3 feet 4 inches high (the top part/ side flap will swing open and not be visible when the tower is open so that part of the tower was not measured). These roof dimensions and side dimensions are for the towers (Tower 1 and Tower 2) closest to the pier, which are the ones that HBFD sees fit for advertisement at this time. If you would like other dimensions, please let us know.

The dimensions for the roof are:

The base of the roof in the front of the tower and the base of the roof at the back of the tower measure 11 feet 10 inches.

These roof dimensions and side dimensions are for the towers (Tower 1 and Tower 2) closest to the pier, which are the ones that HBFD sees fit for advertisement at this time. If you would like other dimensions, please let us know.

The base of the roof on the sides of the tower measure 10 feet 3 inches.

Each forward roof ridge up to the base of the square top pyramid measures 7 feet 8 inches.

Each rear roof ridge up to the base of the square pyramid measures 6 feet 7 inches.

The top square pyramid measures 20 inches by 20 inches and each roof ridge is 20 inches.

APPENDIX A

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Year Business was Established: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION	☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL	☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP	☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of Huntington Beach Business License Number: _____

(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: _____

References of Work Performed Form

(1-5 References)

Comany Name: _____

1. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

2. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

3. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

4. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

5. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

APPENDIX B

LIFEGUARD TOWER ADVERTISING LICENSE AGREEMENT
BY AND BETWEEN THE CITY OF HUNTINGTON BEACH AND

This Advertising License Agreement ("Agreement") is made effective as of _____, 2024, by and between the City of Huntington Beach, a California municipal corporation, hereinafter referred to as "City," and _____, a California corporation, hereinafter referred to as "Licensee," for the purpose of licensing certain lifeguard towers within the jurisdiction of City for advertising purposes. The Licensee and City are hereinafter referred to collectively or individually as "Parties" or "Party".

RECITALS:

WHEREAS, City is the owner and operator of lifeguard towers ("Towers") located on the beaches of Huntington Beach and City may use the Towers for advertisements to generate revenue, in addition to posting beach information for the public; and

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 Towers ("Advertising Display") and to generate revenue to support the goals and mission of City,

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

(b) Each Tower will have at least one Advertising Display which can display advertising, as depicted in the program documents attached hereto as Exhibit A. The size, number, location and price of each Advertising Display shall be as depicted in Exhibit A. During the term, the Licensee shall ensure that every Advertising Display is in good condition. 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 _____. The Advertising Displays will be light weight, easily moved and safely affixed to the Towers. City 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. 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 City 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 ____ () year, commencing on the execution of this Agreement and after approval by the City Council of City ("Commencement Date"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

5. Reserved.

6. Payments and Notices.

All License fees paid hereunder, and all notices are to be forwarded to the City at the address noted below. Until Licensee is notified in writing of change of ownership, payment will be remitted to the City or its assignee who has given written notice. All Fees shall be deemed to have been received on time unless City 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 City or Licensee at the respective addresses as follows:

General notices shall be sent to the Licensee at:

General notices shall be sent to the City at:
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Attn.: Fire Chief

Payments to City shall be sent to City at:
City of Huntington Beach
P.O. Box _____
Huntington Beach, CA 92648
Attn.: City Treasurer

7. License Fees.

In consideration of City making the Minimum Locations available for advertising during the Term, Licensee shall pay to City License Fees as set forth in Exhibit A. City, or its 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 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 City's operations, and is within their authority and ability to do so, personnel of City shall keep the Advertising Displays free from obstructions and will not permit or allow any material impairment, improvements, equipment, or other obstruction by City or other parties to materially interfere with the full and undisturbed visibility of the advertising thereon. 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 City will cooperate with Licensee in removing any obstructions.

9. Tower Cleaning and Maintenance.

Licensee will periodically clean and maintain the Towers as set forth in Exhibit A.

10. Access.

Fire Department 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, perform Tower maintenance, 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 this agreement is in effect. As of the date of this Agreement, no other advertising is contemplated on the Towers.

12. Permits.

Licensee shall obtain, at its sole cost and expense, any and all required permits, licenses, authorizations or consents for the advertising use of the Towers as contemplated herein.

13. Copy Content.

City reserves the right to review and approve all advertising 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 City's vehicles or allow any advertisements to state, "Official Vehicle Sponsor of the Huntington Beach Lifeguards." A period of 48 hours or 2 business days will be allotted for review.

14. Hold Harmless.

Licensee hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Licensee's employees and damage to Licensee's property, arising directly or indirectly out of the obligations or operations herein undertaken by Licensee, caused in whole or in part by any negligent act or omission of the Licensee, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Licensee will conduct all defense at its sole cost and expense and City shall approve selection of Licensee's counsel. This indemnity and defense obligation shall apply to all claims and liability, including but not limited to, any claims related to whether the approval of the Event by City, or the Event itself, is in compliance with applicable federal, state and local laws, and regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Licensee.

15. Workers' Compensation Insurance.

Pursuant to California Labor Code Section 1861, Licensee acknowledges awareness of Section 3700 et seq. of this Code, which requires every employer to be insured against liability for workers' compensation; Licensee covenants that it will comply with such provisions prior to commencing performance of the work hereunder. Licensee shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the

State statutory limits. Licensee shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Licensee shall furnish to City a certificate of waiver of subrogation under the terms of the Workers' Compensation and Employer's Liability Insurance and Licensee shall similarly require all subcontractors to waive subrogation.

16. General Liability Insurance.

In addition to the Workers' Compensation and Employer's Liability Insurance and Licensee's covenant to defend, hold harmless and indemnify City, Licensee shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage for Licensee's operations under this Agreement. This policy shall indemnify Licensee, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the use of the Licensed Premises, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for the use of the Licensed Premises. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the use of the Licensed Premises shall be deemed excess coverage and that Licensee's insurance shall be primary. Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

17. Automobile Liability Insurance.

Licensee shall obtain and furnish to City an automotive liability insurance policy covering Licensee's operations under this Agreement. This policy shall provide coverage for Licensee's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

18. Certificate of Insurance.

Prior to commencement of any activity hereunder, Licensee shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

provide the name and policy number of each carrier and policy;

state that the policy is currently in force; and

promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Licensee shall maintain the foregoing insurance coverage in force during the entire Term of this License, including any extensions of the Term as provided herein.

This requirement for carrying the foregoing insurance coverage shall not derogate from Licensee's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Licensee shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

19. Default.

If any one or more of the following events shall happen (an "Event of Default"), then and in any such event, City may upon written notice to Licensee terminate this License: (a) Licensee fails to pay any Fees payable hereunder within five (5) days of when due and does not cure such failure within ten (10) business days after receipt of written notice from City of such delinquency and nonpayment; (b) Licensee fails to perform any of its obligations under this License (other than payment of any Fees) and such failure shall continue for a period of twenty (20) days after notice thereof from City 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 City as a result of Licensee's Event of Default shall be added as additional Fees to which Licensee shall be responsible for.

20. Termination for Convenience.

The Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by City, 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.

21. 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, 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.

22. Notices.

Any notice to any party under this License shall be, pursuant to the names and addresses set forth above, 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.

23. 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 City of the Fees 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.

(d) Irrespective of the place of execution or performance, this License shall be governed by and construed in accordance with the laws of the State of California. If any provision of this License or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this License and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings and titles in this License are solely for convenience of reference and shall not affect its interpretation. Each covenant, agreement, obligation or other provision of this License on Licensee's part to be performed, shall be deemed and construed as a separate and independent covenant of Licensee, not dependent on any other provision of this License. All terms and words used in this License, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(e) This License may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. The invalidity of any portion of this License shall not have any effect on the balance hereof. This License shall be binding upon the parties hereto, as well as their successors, heirs, executors and assigns. Any signature to this License transmitted by facsimile or e-mail (in PDF or comparable format) shall be considered to have the same legal and binding effect as any original signature. Each party represents and warrants to the other that it is duly authorized to execute and deliver this License Agreement.

(f) This License has been mutually negotiated and drafted and shall be construed neither for nor against City or Licensee but shall be construed without regard to any presumption or other rule of construction against a party causing a provision to be drafted, added or deleted.

(g) The failure of City or Licensee to enforce any of the rights given to it under this License by reason of the violation of any of the covenants in this License to be performed by either party shall not be construed as a waiver of the rights of City or Licensee to exercise any such rights as to any subsequent violations of such covenants or as a waiver of any of the rights given to City or Licensee by reason of the violation of any of the covenants of this License.

23. Removal of Advertising Upon Termination.

At the end of the Term or upon earlier termination of this License Agreement, Licensee shall remove from the Towers all equipment, signs, and other personal property placed by it on the Towers. The Licensee may leave any pre-agreed materials used on the Towers or otherwise agreed to by City, which the Licensee shall be entitled to leave on the Towers at the end of the Term. On the last day of the Term (or as soon thereafter as is reasonably practical), a duly

authorized representative of the City and of Licensee shall together inspect the Towers to evaluate the state of the Towers. Licensee shall not be liable for any pre-existing condition; however, Licensee shall be liable for any damage occurring from its use of the Towers for the advertising. Licensee shall return the Towers to the condition in which they existed at the beginning of the Term.

24. Sublicensing or Assignment Prohibited.

This License is personal to Licensee, and Licensee shall have no right to assign its rights hereunder or to sublicense this Agreement.

25. Attorneys' Fees.

In the event of litigation or other proceeding brought to enforce this License Agreement, each party shall bear its own attorneys' fees and costs. The prevailing party will not be entitled to recover its attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other party.

IN WITNESS WHEREOF, the Parties have executed this License Agreement by and through their authorized officers on _____, 2024.

LICENSEE:

CITY:

By: _____
Print name:
Its:

Mayor

ATTEST:

By: _____
Print name:
Its:

City Clerk

REVIEWED AND APPROVED:

APPROVED AS TO FORM:

Acting City Manager

City Attorney

INITIATED AND APPROVED:

Fire Chief

APPENDIX C

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms. Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i>						
<i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i>						
Contractors: Any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.	Minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. Allows up to \$1,000 deductible.(See Note 1 below.)	Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. (Additional Insured Endorsement is always required with General Liability Ins.)			As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (See Note 2 below.)	Include the policy number and Additional Insured Endorsement Requirement statement below. (See Note 3 below.)
Permittees: Any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property.						
Vendors: Any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.						
Note 1 - Automobile Liability: The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. Permittees who do not use vehicles or equipment in connection with the permit shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit 1 attached.						
Note 2 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.						
Note 3 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i> <i>Email: christine.keen@surfcity-hb.org Phone: 714-374-5373</i>						
<i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i>						
Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.			Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.			
Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but are not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.						
Claims made policies are acceptable if the policy further provides that: 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit. 4) The reporting of circumstances or incidents that might give rise to future claims.						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i> <i>Email: christine.keen@surfcity-hb.org Phone: 714-374-5373</i>						
<i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i>						
Licensees/Lessees: Any persons or entities who contract with the City for the use of public property.		Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. <i>(Additional Insurance Endorsement is always required with General Liability Ins.)</i>		Full replacement cost with no coinsurance penalty provision.	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. <i>(See Note 1 below.)</i>	Include the policy number and Additional Insured Endorsement Requirement statement below. <i>(See Note 2.)</i>
Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.						
Note 2 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

<i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best’s Rating of no less than A:VII.</i>	
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Vendor Type	Minimum Insurance Requirements
	Professional Liability
Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.	Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.
Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but is not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.	
<u>Claims made policies are acceptable if the policy further provides that:</u>	
1) The policy retroactive date coincides with or precedes the professional services contractor’s start of work (including subsequent policies purchased as renewals or replacements).	
2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.	
3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit.	
4) The reporting of circumstances or incidents that might give rise to future claims.	

Request for Proposal (RFP) Response

Submitted by:

Rio Media and Advertising Inc.

Website: www.riomediainc.com

Address: 101 Main Street, Suite 230, Huntington Beach, CA 92648

Cover Letter

November 26, 2024

City of Huntington Beach

Huntington Beach Fire Department Marine Safety Division

Dear Selection Committee,

We are excited to submit our proposal for the management and operation of advertisements on the City of Huntington Beach's lifeguard towers. For over 22 years, Rio Media and Advertising Inc. has been delivering creative and impactful advertising solutions, partnering with some of the most recognizable brands, including The Irvine Company, Whole Foods, West Medical, Jack's Surf Shop, Chapman Global Hospital, LoanMart, Procter & Gamble, California Fish Grill, Nissan, Kia, Toyota, Ford, Honda, Just Auto Insurance, LifeSource Water Systems, Literacy for All, Nanoknee, Network Capital, Newport Care, Orabell, Pinnacle Treatment Centers, Planet Beauty, Reborn Cabinets, Serve Pro, SolarMax, The Mortgage Exchange, Zero Res, and many more.

As a locally owned and operated agency based on Main Street, overlooking the iconic Huntington Beach Pier, we are proud to call Huntington Beach our home since 2007. Beyond business, our owners have been actively involved in the community, serving six years as a member of the Pacific Coast Chapter of National Charity League and currently as a member of Huntington Beach's National League of Young Men. This strong foundation of community engagement underscores our commitment to maintaining the charm and values of Huntington Beach.

We bring a wealth of expertise in outdoor and experiential advertising, and our strong community ties position us as a trusted partner to help the City maximize revenue while preserving the integrity and beauty of its lifeguard towers. Thank you for considering our proposal. We look forward to the opportunity to collaborate and deliver outstanding results.

Sincerely,

Tommy Iorio

Owner, Rio Media and Advertising Inc.

(818) 605-0945

tommy@riomediainc.com

Background and Project Summary

Understanding of the Project

The City of Huntington Beach's lifeguard towers present a unique opportunity for tasteful advertising that aligns with the community's values. By partnering with reputable brands, the City can generate sustainable revenue through well-managed public-private partnerships. Rio Media understands the need to balance aesthetics, compliance with California Coastal Commission regulations, and effective revenue generation strategies.

Annual Revenue Projections

We propose a tiered pricing structure based on the popularity and visibility of lifeguard towers to optimize revenue potential.

Tier	Towers Included	Projected Revenue (Annual)	Vendor Share	City Share
Tier 1	High-traffic towers	\$500,000	30%	70%
Tier 2	Medium-traffic towers	\$300,000	30%	70%
Tier 3	Low-traffic towers	\$200,000	30%	70%

Projected Payment Schedule: Quarterly payments to the City, accompanied by comprehensive revenue reports.

Methodology

Implementation Plan

1. **Assessment & Inventory:** Conduct an in-depth analysis of all lifeguard towers to identify the most effective advertising locations.
 2. **Sales Strategy:** Leverage a dedicated sales team to secure partnerships with family-friendly, eco-conscious brands that align with the Huntington Beach community.
 3. **Design & Installation:** Utilize weather-resistant materials to create visually appealing and durable advertisements, ensuring compliance with all applicable regulations.
 4. **Maintenance:** Perform monthly maintenance, graffiti removal, and cleaning to maintain the professional appearance of all advertisements and towers.
 5. **Reporting & Transparency:** Provide detailed quarterly financial and maintenance reports to the City to ensure accountability.
-

Staffing

Key Personnel

- **Tommy Iorio (Project Lead):** 24 years of advertising experience, with a focus on outdoor and community-centered campaigns and long term customer relationships with well-known brands in Southern California.
 - **Debbie Iorio (Project Lead):** 24 years of advertising experience, with a focus on maximizing revenue potential and project management.
 - **Christian Bang (Creative Director):** Skilled in creating impactful, visually stunning ad designs tailored to unique environments.
 - **Sylvia Kalaydjian (Media Buyer):** Over a decade of experience in skillfully allocating advertising budgets across various media channels to maximize visibility, reach the target audience effectively, and achieve optimal return on investment.
 - **Armand Acuna (Sales Lead):** Proven success in developing partnerships with regional and national brands.
-

Qualifications

Relevant Experience

- Over two decades of outdoor advertising experience, including managing campaigns for high-profile clients such as West Medical, The Irvine Company and Procter & Gamble.
- Expertise in balancing community-focused advertising with strong revenue generation.
- Demonstrated success working with Southern California agencies and brands to create meaningful, lasting partnerships.

Community Involvement

Our owner's six-year membership in the Pacific Coast Chapter of National Charity League and current membership in Huntington Beach's National League of Young Men reflect our deep ties to the Huntington Beach community. These roles have fostered leadership and a commitment to serving the city we call home.

References

1. **West Medical:** Multi-channel advertising campaigns for Southern California markets.
 2. **The Irvine Company:** Regional outdoor and digital campaigns that drove measurable results.
 3. **Reborn Cabinets:** Creative ad campaigns tailored to homeowners.
-

Projected Schedule

- **Phase 1 (January 2025):** Conduct initial tower assessments and develop an ad placement strategy.
 - **Phase 2 (February-March 2025):** Execute sales outreach and finalize ad contracts.
 - **Phase 3 (April 2025):** Install ads and officially launch the program.
 - **Ongoing:** Provide quarterly maintenance, reporting, and program optimization.
-

Cost and Revenue Proposal

Maintenance Inclusions

- Bi-annual power washing and cleaning of all towers.
 - Immediate graffiti removal within 48 hours.
 - 24-hour emergency repair response to ensure professional appearance.
 - Quarterly ad condition assessments with any necessary replacements or updates.
-
-

References of Work Performed Form

Name of Reference: Vince Nardo (Owner of Reborn Cabinets)
Company Name: Reborn Cabinets
Email: vnardo@reborncabinets.com
Phone: 714-812-5018
Dates of Business: 2013 to current

Name of Reference: Dr. Hooman Shabatian (Owner of West Medical)
Company Name: West Medical
Email: H@westmedical.com
Phone: 310-927-2704
Dates of Business: 2015 to current

Name of Reference: Kristine Everly Smith
Company Name: Irvine Company
Email: kristineconsulting@gmail.com
Phone: 714-240-4395
Dates of Business: 2017-2019

Name of Reference: Austin Ferro (Owner of Nanoknee)
Company Name: Nanoknee
Email: aferro@bonejointcenter.com
Phone: 805-714-8984
Dates of Business: 2018 to current

Name of Reference: Carla Strickland (President of Huntington Beach Republican Women)
Company Name: Huntington Beach Republican Women
Email:
Phone: 714-316-3207
Dates of Business: 2024

Name of Reference: Osama Shehadeh (Owner of Jacks Surf Shop)
Company Name: Jack's Surf Shop
Email: osameh78@yahoo.com
Phone: 714-717-8528
Dates of Business: 2014 to current

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Rio Media & Advertising

Contact Person for Agreement: Thomas Iorio

Corporate Mailing Address: 101 Main Street, Suite 230

City, State and Zip Code: Huntington Beach, CA 92649

E-Mail Address: tommy@riomediainc.com

Phone: 818-605-0945 Fax: 323-435-0553

Contact Person for Proposals: Deborah Iorio

Title: CFO E-Mail Address: debbie@riomediainc.com

Business Telephone: 714-794-9735 Business Fax: 323-435-0553

Year Business was Established: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION	☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL	☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP	☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Thomas Iorio	CEO	818-605-0945
Deborah Iorio	CFO	818-605-0944

Federal Tax Identification Number: 73-1634245

City of Huntington Beach Business License Number: A278206
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: 10/31/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm 	MICHAEL B COHEN 25212 MARGUERITE PKWY, STE 130 MISSION VIEJO, CA 92692	CONTACT NAME: PAULA PHONE (A/C, No, Ext): 949-855-9677 E-MAIL ADDRESS: paula@michaelbcohen.net FAX (A/C, No): 949-855-4354
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED RIO MEDIA & ADVERTISING, INC. DBA RIO MEDIA ADVERTISING AGENCY 101 MAIN ST, STE 230 HUNTINGTON BEACH, CA 92648-8127		NAIC # 25151

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	92-B8-M090-2	08/25/2024	08/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	92-B8-M090-2	08/25/2024	08/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS

APPROVED AS TO FORM

By: **MICHAEL J. VIGLIOTTA**
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER**CANCELLATION**

ADDITIONAL INSURED: CITY OF HUNTINGTON BEACH
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648
ATTN: RISK MANAGEMENT/FIRE DEPT.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael B. Cohen

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Rio Media & Advertising 101 Main St Ste 230 Huntington Beach CA 92648		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 29424

COVERAGES**CERTIFICATE NUMBER:** 4293815**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A N	76WEGZI3950	03/17/2025	03/17/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Huntington Beach 2000 Main St Huntington Beach CA 92648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92 B8M090 2

Named Insured:

RIO MEDIA & ADVERTISING INC
DBA RIO MEDIA ADVERTISING
AGENCY

Name And Address Of Additional Insured Person Or Organization:

CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS,
EMPLOYEES, AGENTS, AND VOLUNTEERS
ATTN: RISK MANAGEMENT/FIRE DEPARTMENT
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for that additional insured; or

b. Products — Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

However, Paragraph 1. above is subject to the following:

- a. The insurance afforded to the additional insured only applies to the extent permitted by law;

- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

- c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

- (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or

- (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

- b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and
- c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

- a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.
- b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92 B8M090 2

Named Insured:

RIO MEDIA & ADVERTISING INC
DBA RIO MEDIA ADVERTISING
AGENCY

Name And Address Of Person Or Organization:

CITY OF HUNTINGTON BEACH, ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS,
EMPLOYEES, AGENTS, AND VOLUNTEERS
ATTN: RISK MANAGEMENT/FIRE DEPARTMENT
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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