Marketing and Management Services for
Indoor and Outdoor Commercial Advertising Structures/Space and Print Media

Contract No. RFP828c

Indoor and Outdoor Commercial Advertising

THIS AGREEMENT made and entered into as of this 15th day of October, 2013 by and between **CBS Outdoor, Inc.**, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 405 Lexington Avenue, New York, NY 10174 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide marketing and management services for indoor and outdoor advertising structures for the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.828 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated January 23, 2013, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such marketing and management services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The term "Advertiser" shall mean the business, person, or other entity listed on an Insertion Order /Advertising Agreement and/or Advertising Contract.

b) The term "Asset" to mean specific indoor or outdoor commercial advertising structures, or out of home media (i.e. interior or exterior facility facades, outdoor furniture, etc.).

c) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 828 and all associated addenda, and the Contractor's Proposal.

d) The words "Contract Date" to mean the date on which this Agreement is effective.

e) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

f) The word "Contractor" to mean CBS Outdoor Inc., and its permitted successors and assigns.

g) The word "Days" to mean Calendar Days, the period of 24 hours from midnight to midnight.

h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

i) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

j) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

k) The words "Percentage Fee" to mean recurring compensation received from licensees or sub-licensees on a periodic basis in exchange for a limited license to place advertising on the County's portfolio of advertising and marketable assets

l) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

m) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

n) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or

corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

o) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) The Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 828 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things

necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of the Contract, and shall continue through the last day of the 60th month thereafter. The County, at its sole discretion, reserves the right to exercise the option to renew this contract for a period of two (2) additional thirty-six (36) month terms.

Provided that there has been no default of the Contract by the Contractor, which default is continuing past any applicable cure period provided herein, the Contractor may, by written notice to, and upon approval by the County at least ninety (90) days before the end of the then current contract term, but in no event earlier than six (6) months prior to the end of the then current term, renew the Agreement for the two additional thirty-six (36) months periods. All renewals shall run consecutively so as to make this Agreement continuous in its operation, from beginning to its termination, for a period up to eleven years.

Notwithstanding the foregoing, the Contractor shall have the right to refuse to extend the Term of this Agreement beyond the scheduled expiration date and/or expiration of the applicable renewal period, as applicable, by notifying the County in writing of such refusal within thirty (30) days following the Contractor's receipt of the option-to-renew notice. If the Contractor fails to notify the County of its refusal to extend the Term of the Agreement by the end of the thirty (30) day period, then this Agreement will be extended for the renewal period.

The County reserves the right to exercise its option to further extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension, no later than sixty (60) calendar days prior to the end of the then current term. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Office of Management and Budget, Grants Coordination
111 NW 1st Street, Suite 1900
Miami, Florida 33128
Attention: Director
Phone: (305) 375-4742
Fax: (305) 375-4049

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Services
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

CBS Outdoor Inc.
405 Lexington Avenue
New York, NY 10174
Attention: Richard Ament, Senior Vice President, Business Development
Phone: (212) 297-6530
Fax: (212) 297-6555
E-mail: Richard.Ament@cbsoutdoor.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. NOTICE TO PROCEED

All Services undertaken by the Contractor before County's written approval of this Contract and any advertising agreement shall be at the Contractor's risk and expense.

ARTICLE 8. FEE SCHEDULE

Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Contractor may offer incentive pricing to the County at any time during the Contract term, including any renewal or extension thereof. Compensation for services shall be derived from revenue generated with no additional cost to the County except as otherwise set forth herein.

The Contractor agrees to pay to the County, monthly, an amount equal to the percentages stated below, of the Contractor's monthly Gross Receipts generated, hereinafter referred to as a Percentage Fee, including any one time fees paid by an Advertiser under the Agreement.

A. **Wall Murals/Banners**:
The Contractor agrees to pay the County, without billing, a Percentage Fee of **no less than Sixty Percent (60%)** of Contractor's Gross Receipts with respect to this Agreement between the County and the Contractor, hereunder for the sale of advertising space for wall murals/banners. For the purposes of this Agreement, "wall murals/banners" will mean those indoor/outdoor installations wherein the Contractor applies advertising graphics to existing walls, floors, and other pre-existing surfaces. Any frames or other mounting devices will be installed at the Contractor's expense.

B. **Billboards/Advertising Structures**:
The Contractor agrees to pay the County, without billing, a Percentage Fee of **no less than Thirty Percent (30%)** of Contractor's Gross Receipts with respect to this Agreement between the County and the Contractor, hereunder for the sale of advertising space for billboards/advertising structures. For the purposes of this contract, "billboards/advertising structures" will mean free-standing structures produces and installed by the Contractor, including billboards, free-standing street furniture, and any electronic or digital display, regardless of how they are installed.

The County and the Contractor acknowledge and agree that any asset(s) that are currently or previously covered by existing County contracts shall not be added to this Agreement, unless agreed upon in writing by both parties and in any such event, only upon such terms as are mutually agreed upon by the County and the Contractor in writing.

The Contractor shall submit to the County a detailed monthly statement which will include the amount of revenue collected that month, the source, the terms of the revenue, and a calculation detailing the County's share of the revenue.

The Percentage Fee shall be paid to the County on or before the 20th day, following the end of each month during the term of this Agreement, and on or before the 20th day of the month following the expiration or earlier termination of the Agreement.

In the event that this Agreement is terminated prior to its natural expiration date for any reason other than Contractor's uncured default hereunder, the County shall reimburse Contractor for the depreciated value, as defined herein, of all of the Contractor's costs to date for the purchase, construction, erection, and installation of the advertising structures, as of the effective date of such termination. At no point shall Contractor be entitled to lost profits. Additionally, all Contractor-provided advertising structures installed under this Contract, shall be acquired by either the County or Contractor's successor at their depreciated value. For this purpose, the Contractor shall depreciate advertising structures on a straight-line basis for five (5) years from their date of installation, unless otherwise mutually agreed to in writing by the Contractor and the County prior to installation. Contractor-provided advertising structures shall include any advertising devices installed by the Contractor and approved by the County. Incidental

materials used to prepare advertising copy, materials used to maintain advertising structures, and the like, will not be considered advertising devices. The Contractor shall notify the County in writing prior to any installation of the value of the device, including such value and date of its acquisition and installation. Contractor shall provide supporting documentation, including but not limited to receipts, etc. County will reserve the right to verify that costs are reasonable and within market rates. At the termination of this Contract, for whatever reason, if such notifications have not been provided for the devices, such shall be considered to be fully amortized.

At the County's sole option, at the time of the Agreement's natural expiration, all Contractor-provided advertising structures installed under this Contract, shall be acquired by either the County or Contractor's successor at their depreciated value. For this purpose, the Contractor shall depreciate advertising structures on a straight-line basis for five (5) years from their date of installation, unless otherwise mutually agreed to in writing by the Contractor and the County prior to installation.

ARTICLE 9. SALES TAX

The Contractor shall be liable for the prevailing State of Florida Sales and Use Tax Imposed (currently at the rate of 7%) on the amounts payable to the County, including the Percentage Fees and one-time fee payments, under this Agreement, unless otherwise determined by the State of Florida. This Sales and Use Tax shall be payable to the County, when applicable fees are due. The County will remit same, less authorized handling deductions, to the State.

ARTICLE 10. METHOD AND TIMES OF PAYMENT

All fees on new contracts and assigned assets under existing contracts, as well as other amounts payable by the Contractor to the County, under the provisions of this Contract, shall be paid promptly on or before the 20th day of each month during the term of this Agreement, and on or before the 20th day of the month following the expiration or earlier termination of the Agreement, without notice for any reason whatsoever and without abatement.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Fees and all other payments provided for in this Contract shall be paid or mailed to:

Miami-Dade County
Office of Management and Budget, Grants Coordination
Attention: Doris MacPherson
111 NW 1st Street, 19th Floor
Miami, FL 33128

(Checks shall be made payable to the "Miami-Dade County Board of County Commissioners")
The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 11. LATE PAYMENT CHARGE

In the event that the Contractor fails to make any payments on time, by the due date, as required to be paid under the provisions of this Contract, ten calendar days after such due date, interest at the rate of 18% per annum shall accrue against all such delinquent payment(s) from the original due date, until the County actually receives payment. The right of the County to require payment of such interest and the obligation of the Contractor to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Contract, or to pursue other remedies provided by law.

ARTICLE 12. APPLICATION OF PAYMENTS

Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Percentage Fee. Any remaining balance in the payment will be applied to any other balance due.

ARTICLE 13. WORTHLESS CHECK OR DRAFT

In the event that the Contractor delivers a dishonored check or draft to the County in payment of the Percentage Fee, or any obligation arising under this Contract, the Contractor shall incur and pay a service charge of $25 if the face value of the dishonored check or draft is $50 or less, $30 if the face value of the dishonored check or draft is more than $50 and less than $300, or $40 if the face value of the dishonored check or draft is $300 or more, or five percent of the face amount of such check(s), whichever is greater. For each such dishonored check, such payment shall be made within not more than five (5) days from written notice of such default. Further, in such event, the County may require that future payments required pursuant to this Contract be made by cashier's check or other means acceptable to the County.

ARTICLE 14. ACCORD AND SATISFACTION

No payment by the Contractor to the County of an amount less than the full Percentage Fee due shall be deemed an accord and satisfaction. The County may accept such check or payment without prejudice to the County's right to recover the balance of the Percentage Fee due.

ARTICLE 15. GROSS RECEIPTS

A. Gross Receipts Defined: "Gross Receipts" means all monthly receipts from revenue for sales under this Contract.

B. Contractor's Certification of Receipts: Contractor shall submit to County on or before the 20th day following the end of each month, and on or before the 20th day of the month following the expiration or earlier termination of the term of this Contract, a monthly gross sales report, backed by Florida Department of Revenue Sales Return Slip. Contractor shall submit to County, on or before the 60th day following the end of each year during the term of the Contract, an Annual Written Statement, signed by Owner, CEO, or Financial Officer of the Contractor and certified to be true and correct, setting forth the amount of Gross Receipts during the preceding

year during the term of this Contract, which statement shall also be duly certified by an independent Certified Public Accountant. The statement referred to herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.

C. Examination of Contractor's Books and Records: Such books and records as are necessary to determine the amount of any Percentage Fee payable to County shall be subject to examination by County or its authorized representatives at reasonable times during Contractor's business hours, in such manner as not to interfere unreasonably with the conduct of Contractor's business. All information obtained by County or its authorized representatives from Contractor's books and records shall be kept confidential by County and all such representatives, except in connection with any mortgage or assignment of this Contract for financing purposes, or if subject to the requirements of Florida Public Records Act.

The acceptance by County of payments of Percentage Fee or reports thereon shall be without prejudice and shall in no case constitute a waiver of County's right to examination of Contractor's books and records of its Gross Receipts.

D. Audit of Contractor's Business Affairs and Records: County shall have the right to cause, upon five (5) days' written notice to Contractor, a complete audit of the Contractor's business records relating to this Agreement, to be made by a designated external auditing firm or other certified public accounting firm selected by the County, or the Audit and Management Services Department of the County. Contractor shall make all such records available for said examination at the County or at some other mutually agreeable location. If the result of such audit shall show that Contractor's statement of Gross Receipts for any period has been understated, Contractor shall pay County the amount due. If such understatement is three percent (3%) or more, Contractor shall pay County the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall be collectible hereunder as rent. A report of the findings of said accountant shall be binding and conclusive upon County and Contractor. The furnishing by Contractor of any grossly inaccurate statement shall constitute a breach of this Contract.

E. If Contractor fails to record, maintain, or make available sales supporting documentation as specified above, Contractor may be deemed by the County to be in default of this Contract.

ARTICLE 16. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur including as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 17. INSURANCE

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include advertising liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than **$500,000 combined single limit per occurrence for bodily injury and property damage.

   Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to $5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. $1 million limit applies at all other airports.

4. Professional Liability Insurance in the amount of $1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 18. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and

licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 19. COUNTY APPROVAL

The advertising agreement, including the nature, size, shape, content, visual presentation, revenue forecast, and installation of Contractor's advertising must first be approved in writing by the County's Project Manager or his designee, prior to production and installation. Contractor will be permitted to make any and all changes and/or modifications upon obtaining written approval from the County. Said approval shall not be unreasonably withheld. Contractor shall obtain prior written approval from the County in all of the following matters: a) any changes from originally approved content, including, but not limited to, specifications, signage and graphics; b) equipment Contractor plans to install requiring any building modifications; c) altering the aesthetics of the location; and d) making use of the County's name. Advertisements must be maintained in good condition and appearance.

ARTICLE 20. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

The Contractor shall provide the County with the name and telephone number of a single point of contact as the Contractor's Project Manager who will represent and act on behalf of the Contractor in all matters related to the operations under this Agreement. Said Project Manager shall be available to timely respond to project-related concerns raised by the County to protect the integrity of Count property, and shall be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Contractor under this Agreement.

Pursuant to Section 2-2092 of the County Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under this contract, shall make good faith efforts as determined by the County to fill a minimum of 50% of its employment needs under this contract through the South Florida Workforce Board, or other designated Referral Agency. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor shall provide quarterly reports to the Referral Agency indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected.

In the event the Contractor wishes to substitute personnel for the key personnel identified by the

Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 21. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 22. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable,

including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law or in equity after exhausting the provisions of this Article.

ARTICLE 23. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 24. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 25. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all

matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. Such records shall be kept at all times within Miami-Dade County, or shall be made available in Miami-Dade County, within ten business days of written notice from the County.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs. The Miami-Dade County Audit Management Services Department or its successors, the external auditing firm of the County, and all appropriate State and Federal auditing personnel shall be permitted to audit and examine all such records relating to this Agreement, without limitations to time or frequency, during the term of this Agreement, or any extension thereof, and at any time within three (3) years of the termination of this Agreement.

ARTICLE 26. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County, which consent shall not be unreasonably withheld. Unapproved assignment shall be grounds for immediate termination of this Agreement at the County's discretion. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be approved by the County.

The Contractor shall not enter into any agreement with subcontractors, sub-consultants, and/or advertisers for services required to be provided under this Agreement without prior written approval of the County. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on any subcontracts, including percentage payments on Gross Receipts as defined in this Agreement. The Contractor shall be liable for acts and omissions by any subcontractor affecting this Agreement. The County reserves the right to require the removal of any subcontractor for any cause for which Contractor may be terminated. Any agreement with subcontractors and/or sub-consultants for services must be made available and accounted for through the Contractor so as to provide seamless service to the public as if provided directly by the Contractor.

All covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE 27. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 28. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 29. TERMINATION FOR CONVENIENCE

The County may terminate the Agreement for convenience upon delivering not less than sixty (60) days prior written notice to Contractor, provided that the County shall refund to Contractor costs incurred by Contractor to date for the purchase, construction, erection, and installation of

the assets. At no point shall Contractor be entitled to lost profits.

ARTICLE 30. TERMINATION FOR CAUSE/DEFAULT

a) In addition to other causes, the occurrence of any of the following may cause, at the County's discretion, this Agreement to be terminated for:

i. Abandonment by Contractor and discontinuance of operations hereunder.
ii. Institution of proceedings in voluntary bankruptcy or reorganization by the Contractor.
iii. Institution of proceedings in involuntary bankruptcy against the Contractor if such proceedings continue for a period of ninety (90) days.
iv. Assignment by Contractor for the benefit of creditors.
v. The discovery of any misstatement in the Contractor's Proposal leading to award of this Agreement, which in the determination of the County significantly affects the Contractor's qualifications to perform under the Agreement.
vi. Failure to cease any activity which may cause limitation of the County's use of the location.
vii. The Contractor has not delivered Deliverables on a timely basis.
viii. The Contractor has refused or failed to supply enough properly skilled staff personnel.
ix. The Contractor has failed to make prompt payment when due to subcontractors or suppliers for any Services, provided the payment is due.
x. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
xi. The Contractor has failed to obtain the approval of the County where required by this Agreement.
xii. The Contractor has failed to provide "adequate assurances" as required under subsection b below.
xiii. The Contractor has failed in the representation of any warranties stated herein in any material respect.

b) The County may terminate this Agreement if the Contractor attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

c) Provided the County has terminated the Agreement due to an event of cause/default by the Contractor, the County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

d) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

e) At the termination of this Agreement, the Contractor shall remove all of the Contractor's property forthwith. Subject to the agreement between the Contractor and the advertiser or its agent, advertising materials displayed will not be considered Contractor's property. Any

property of the Contractor not removed in accordance with this Article will be removed by the County to County storage at the cost of the Contractor. Failure on the part of the Contractor to reclaim its property within thirty days from the date of termination shall constitute a gratuitous transfer of title to the County for whatever disposition is deemed in the best interest of the County.

At termination of this Agreement, for whatever reason, all Contractor-provided advertising devices installed under this Agreement, shall be County property. Contractor-provided advertising devices shall include any advertising display units installed by the Contractor and approved by the County. Incidental materials used to prepare advertising copy, materials used to maintain advertising devices, will not be considered advertising devices. The Contractor shall notify the County in writing prior to any installation of the value of the device, including such value and date of its acquisition and installation. At the termination of this Agreement, for whatever reason, if such notification has not been provided for the devices, such shall be considered to be fully amortized, in accordance with Article 8 of this Agreement.

At termination of this Agreement, for whatever reason, all advertising material under unexpired contracts shall remain in the display device in which it was installed at the time of termination to the extent not required to be removed by the advertiser. All materials to which advertising copy is bonded or attached or is required to maintain the advertising copy in the display device, shall become the property of the County.

Subject to the consent of the respective advertiser or agent, the Contractor hereby grants the County or successor contractor the right to acquire at the termination of this Contract for whatever reason, all unexpired contracts for advertising for assignment to and continued servicing by the County or its successor Contractor. The Contractor shall incorporate this provision into all of its contracts for advertising under this Agreement. The County, or its successor contractor, shall remit to the Contractor for the unexpired contract term or for six months, whichever occurs first, a twenty percent commission on collected revenues.

f) Notwithstanding the foregoing, in the event that the Contractor has repetitively defaulted (4) four times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Contractor, regardless of whether the Contractor has cured each individual condition of breach or default as provided herein above, the Contractor may be determined by the County's Project Manager to be an "habitual violator". At the time that such determination is made, the County shall issue to the Contractor a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Contractor that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may terminate this Agreement upon the giving of written notice of termination to the Contractor, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Contractor shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Contractor shall discontinue its operations, and proceed to remove all its personal property in accordance with this Agreement.

g) The termination of this Agreement, for any reason whatsoever, shall not relieve the Contractor of its obligation to make any payments which are due and unpaid at the time of

such termination.

h) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");
ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
iii. cancel orders;
iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
v. take no action which will increase the amounts payable by the County under this Agreement; and

i) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and
ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

ARTICLE 31. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County will so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County will, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County, in its sole discretion, may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 32. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 33. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement.

ARTICLE 34. MECHANICS', MATERIALMEN'S AND OTHER LIENS

Contractor agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the leased property for work or materials furnished to Contractor; it being provided, however, that Contractor shall have the right to contest the validity thereof. Contractor shall immediately pay any judgment or decree rendered against Contractor, with all proper costs and charges, and shall cause any such lien to be released off record without cost to County.

The County shall have a lien upon all personal property of the Contractor on the property to secure the payment to the County of any unpaid money accruing to the County under the terms of this Agreement.

ARTICLE 35. USE OF INDOOR AND OUTDOOR COMMERCIAL ADVERTISING STRUCTURES/SPACE AND PRINT MEDIA AND LIMITATIONS ON USE:

A. The indoor and outdoor commercial advertising structures shall be used by Contractor for the installation and maintenance of advertising, to carry out the requirements of Appendix A, Scope of Services. At the sole discretion of the County, upon expiration of this Agreement, any improvements may become the property of the County in accordance with the provisions of Article 8.

B. The County's Project Manager reserves the right without limitation at all times during the term of this Contract, and any extensions thereof, to require the addition, removal, change of location, modification or refurbishment of any or all of the advertising structures/space and media covered under this Contract, subject to the review and approval of the Contractor. The Project Manager has the right, without limitation to add or delete advertising assets at any time during the term of this Contract, and any extensions thereof, subject to the review and approval of the Contractor.

C. The County's approval is required prior to any installation and/or use of the property, which approval shall be granted within a reasonable time period. All installation and use of the

property shall be accomplished in accordance with the City of Miami and County permitting requirements; any and all other applicable State law, Federal law, City Code, County Code, and any and all other State or local rules and regulations.

D. Notwithstanding the Contractor's right to use the property for the purposes specified in this Agreement, Contractor shall not suffer or permit the property or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the marketable asset's advertising structures or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the advertising structure; (v) materially impair or interfere with the regular operations of the building where the structure is located; (vi) impair or interfere with the physical convenience of any of the occupants of the building where the structure is located; or (vii) impair any of the Contractor's other obligations under this Agreement.

E. All advertising displays associated with this contract are for the purpose of generating revenue or for the County, and are not intended to in any way create any type of public forum for expression. The Contractor shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. All advertisements shall be commercial in nature, promoting a product or service. All advertising materials, advertisements, content and manner of presentation shall be subject to approval by the County (which approval may be obtained by email and shall be provided in ba reasonable period of time) prior to installation, which may disapprove any such items at any time. The Contractor shall ensure that advertisements comply with County policy and guidelines before submitting for approval.

The following are also prohibited:

1) No advertising material shall be permitted which is detrimental to the aims, operations, purposes, goals, or reputation of the County.

2) No advertising shall be allowed that includes advertisement of tobacco products, x-rated movies, adult book stores, massage parlors, pawn shops, tattoo parlors, or check cashing stores.

3) No advertising for alcoholic beverages, as defined by Section 561.01 of Florida Statutes, shall be within one-quarter mile of the following:

   a. Any type of public or private school including pre-schools, elementary schools, middle schools, high schools, colleges and universities.
   b. Houses of worship including churches, synagogues, temples, and mosques.
   c. Hospitals or addiction treatment centers

4) No advertising shall be displayed that contains material that is discriminatory, libelous, lascivious, or obscene as defined in Florida Statutes 847.001 (Crimes).

5) Exceptions to the non-commercial speech restriction are public service announcements promoting County sponsored facilities, events or activities in accordance with Section A. General Services.

F. If the Contractor is unable to perform its work or services under this Agreement as a result of events due to unforeseen causes beyond the control and without the fault or negligence of the Contractor (force majeure) such as those caused by acts of God or a public enemy, acts of terrorism, fire, natural disasters, strikes or work stoppage, labor unrest, and/or acts of Federal, State, or local government in their sovereign capacity; or if vehicular or foot traffic on the primary highways and/or other public access ways or roadways to which a mural/banner/billboard or advertising structure is oriented, is diverted, or is rerouted or such mural/banner/billboard or advertising structure is obstructed from view, resulting in a negative impact, then the Contractor and the County agree to renegotiate, in good faith, the applicable fee schedule and/or deletion of affected assets from inventory and/or termination of the Agreement.

ARTICLE 36. GOVERNMENTAL APPROVALS

If any governmental license or permit, in addition to the mural permit required by the City of Miami pursuant to Sections 62-601 through 62-618 of the Code of the City of Miami, shall be required for the proper and lawful conduct of Contractor's business within said marketable assets locations, or any part thereof, or if failure to secure such license or permit would in any way adversely affect the County, the Contractor at its expense, shall make reasonable efforts to duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Contractor shall at all times comply with the terms and conditions of each license and permit as it applies to the jurisdictional area where the marketable asset is located.

Notwithstanding the foregoing, if it shall be unlawful to maintain off premise outdoor advertising signs at the sign space and/or on the sign structure on any property hereunder by reason of legislation or other governmental restriction or regulation or otherwise, and not due to the fault of the Contractor, the Contractor may terminate this Agreement with respect to such sign space and/or sign structure, without any further obligations of the Contractor to the County other than for obligations that have accrued but remain unsatisfied at the time of termination.

ARTICLE 37. COMMON AREAS, UTILITIES AND MAINTENANCE

A. **Common Areas** shall mean all areas, space, equipment and special services provided by the County on or off the land occupied by any building where the marketable asset is located, for the common or joint use or benefit of Contractors, their employees, agents, customers, invitees and licensees, including but not limited to, open and enclosed spaces, landscaped and planted areas, and the equipment and facilities appurtenant to each of the aforesaid.

B. **Access** to Common Areas by Contractor, its affiliates and/or subcontractors is strictly prohibited unless prior approval is granted by, and arrangements made with the County.

C. **Utilities.** The Contractor, at its sole cost, may, on the basis of specifications approved by County, procure the installation of any night-illumination within said leased property. Contractor further agrees and understands that the County has caused all necessary utility lines and services to be brought to any County property. Contractor shall not place (or cause to place) any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the buildings as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment. Contractor shall

make all repairs caused by Contractor's negligence.

D. **Maintenance**. The Contractor agrees to provide, at its sole cost and expense, all maintenance, repairs or replacements, as necessary required to keep the locations and any improvements thereto in a state of good repair, and in a safe and clean condition at all times. County shall notify Contractor after discovering any maintenance deficiencies, which Contractor is responsible for maintaining and Contractor shall make the necessary maintenance promptly after said notice.

ARTICLE 38. HURRICANE PREPARDNESS

The Contractor shall follow the County's emergency evacuation and hurricane plan as set forth for the County.

ARTICLE 39. MAINTENANCE RESPONSIBILITIES, APPEARANCE OF ADVERTISING

Contractor shall, at its sole cost and expense, keep and maintain the advertisements in a clean and good condition. The provision of all maintenance for the advertisements is the sole and exclusive responsibility of the Contractor. Upon failure of the Contractor to maintain the advertisements as required in this Article, the County may, after fifteen days written notice to the Contractor, perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute additional payment(s), and shall be billed to and paid by the Contractor.

Contractor may make any and all changes and/or modifications to the advertising structures permitted by law upon obtaining written approval from the County. Said approval shall not be unreasonably withheld. In making such repairs, alterations, and additions, the Contractor shall take such reasonable measures as are necessary to minimize interference with the County's operations of the facility where the advertising structure is located.

ARTICLE 40. INSPECTION BY COUNTY

The County shall have the authority to make periodic reasonable inspections of the property/locations, equipment, and operations during the normal operating hours thereof to determine if such are being maintained. The Contractor shall make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Contractor is operating in compliance with the terms and provisions of this Agreement.

ARTICLE 41. RIGHT OF ENTRY

The County or any of its agents shall have the right to enter upon the property where the marketable asset is located, at all times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements as the County deems necessary, but the County assumes no obligation to make repairs in the advertisements other than those expressly provided for in this Agreement. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with

minimum amount of inconvenience to Contractor and that the County will diligently proceed therewith to completion.

ARTICLE 42. COUNTY'S REPAIR, ALTERATIONS AND ADDITIONS BY THE COUNTY

The County, as its responsibility, and at its expense (except if the damage is caused by Contractor, its employees, agents, or subcontractors), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the buildings where advertising structures are located. There shall be no allowance to Contractor for a diminution of the percentage fee for interruption of business and no liability on the part of the County by reason of inconvenience, annoyance, or injury to business arising from the County, Contractor or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to any portion of any property where marketable assets are located, or to fixtures, appurtenances, or equipment thereof. The County shall have the absolute right to make repairs, alterations, and additions to any structures and facilities, including the property under this Agreement, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions. In making such repairs, alterations, and additions, the County shall take such reasonable measures as are necessary to minimize interference with Contractor's operations of the property, for short term disruption of one week or less to Contractor's business where adequate accommodations can be made to minimize the inconvenience and injury to Contractor's business.

ARTICLE 43. LIABILITY FOR DAMAGE OR INJURY

The County shall not be liable for damage or injury which may be sustained by any party or persons on the property where advertising structures/space are located other than the damage or injury solely caused by the negligence or intentional actions of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.

ARTICLE 44. NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the locations above described shall be at the risk of Contractor or the owner thereof. The County shall not be liable to Contractor or any third party for any damage to said personal property unless caused by or due to negligence of the County, The County's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 45. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service

marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 46. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach by the Contractor, its employees, agents, contractors, subcontractors, and/or representatives of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to seek injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 47. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Agreement, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 48. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in

process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 49. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a

Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 50. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County

staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 51. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Agreement.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Agreement.

c) Environmental Protection Agency (EPA), as applicable to this Agreement.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

i) County Contractors' Reporting Requirements (amendments to Sec. 2-8.1, 2-8.8, and 10.34 of Code).

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed. The County shall not incur any liability as a result of any County verification pursuant to this Section.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 52. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 53. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including

elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 54. ORGANIZATIONAL CONFLICT OF INTEREST

a) ~~The Contractor warrants to the best of its knowledge and belief and except as otherwise~~ disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and Contractor's organizational, financial, contractual or other interests are such that:

i. Award of the contract may result in an unfair competitive advantage; or
ii. The Contractor's objectivity in performing the contract work may be impaired.

b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contract Manager which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The County may, however, terminate the contract or task/delivery order for the convenience of the County if it would be in the best interest of the County.

c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contract Manager, the County may terminate the contract for default.

ARTICLE 55. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, and the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 56. BANKRUPTCY

The County reserves the right to terminate this Agreement, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 57. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 58. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

By: _____

Name: Raymond Nowak

Title: EVP, CFO & CAO

Date: June 12, 2013

Attest: _____
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

TRACY L. LECHNER
Notary Public, State of New York
No. 02LE6178577
Qualified in New York County
Commission Expires Dec. 3, 2015

Miami-Dade County

By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: 10-16-13

Attest: _____
Clerk of the Board

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Approved as to form
and legal sufficiency

_____

Assistant County Attorney

Appendix A
SCOPE OF SERVICES

1. Background

Miami-Dade County (the County), as represented by the Office of Management and Budget, Grants Coordination (OMB), is contracting with three (3) firms to develop, provide valuations, market, sell, and manage indoor and outdoor commercial advertising structures/space (identified at County-owned properties) and print media. The County is contracting with these entities to identify, create, market, sell, and manage a portfolio of revenue-generating opportunities, to increase its current revenues by maximizing the use of the County advertising structures/space and print media, and making recommendations to the County to optimize its use. Services may cover some existing and/or potential structures/spaces.

Specifically, the County is contracting with **CBS Outdoor Inc.** (the Contractor) to provide indoor and outdoor advertising services for the County.

2. Objectives

The objectives are to: a) effectively optimize the current portfolio of indoor and outdoor commercial advertising structures/space and print media; b) identify locations of current and potential commercial advertising structures owned and operated by the County and provide valuations for each; c) provide national and local advertisers venues for advertising within the County; d) generate maximum potential revenue to the County; and e) enhance the aesthetics of locations, without negatively affecting public safety.

3. Preferred Qualifications

The County has relied on the Contractor's proposal to determine that the Contractor has met the following preferred requirements:

A. Have at least five year experience in:
   a) managing, operating and marketing indoor and/or outdoor marketable assets,
   b) operating an advertising program or revenue initiative for venues with continuous large population exposure locations,
   c) contracting with clients willing to advertise in such venues at market rates, and
   d) installing and maintaining indoor/outdoor displays.

B. Have relevant experience providing services through a similar scope of services for other public agencies of similar size and complexities.

C. Have substantial knowledge of the requirements involved in providing this type of service or be able to perform appropriate research and due diligence.

D. Demonstrate adequate financial strength to provide start-up operations and reasonable working capital.

E. Have the capacity, capability and expertise to provide indoor and/or outdoor management services for simultaneous projects at multiple locations throughout the County.

F. Demonstrate that the Proposer possesses the market expertise to manage project-related tasks including, but not limited to:
   a) Developing indoor and/or outdoor advertising assets and market those assets accordingly;
   b) Negotiating advertising licenses/contracts;
   c) Researching and complying with local and state ordinances controlling the placement and/or removal of any means of advertising venues and/or activities;
   d) Working with local municipalities to enable and ensure timely permitting for recommended displays; and
   e) Providing ongoing indoor and/or outdoor management services, including construction supervision, auditing and contract enforcement.

4. Services to be Provided

The Contractor, through the services stated herein, shall:

a) Identify and develop a countywide inventory of advertising opportunities, structures, and spaces and provide valuations for each;
b) Market and sell indoor/outdoor marketable commercial advertising;
c) Install/construct advertising structures and spaces;
d) Align fees with actual fair market value;
e) Revise sales strategies to better understand prospects' businesses and meet objectives;
f) Furnish management, supervision, manpower, etc. necessary to maximize efficiency and effectiveness in sales and delivery;
g) Negotiate and draft new and existing agreements in the best interest of the County; and
h) Adopt policies and guidelines that protect credibility and value.

A. General Services

The Contractor, at its sole expense unless otherwise specified, shall pay for all costs required to perform services as specified in this Scope of Services. The selected Proposer shall:

1) Conduct, at its sole cost and effort, any and all preliminary site research, regulatory review, and field visits necessary to assess project viability, including the ability to meet time requirements requested by the County. Time requirements will be finalized upon award and prior to issuance of the Notice to Proceed.

2) Comply with all rules and regulations relating to signage including, but not limited to the Code of Miami-Dade County 33-107 (Code of Class C Commercial Signs). Any modification to such ordinance(s) or any future legislation related to interior/exterior signage shall apply, as applicable. The Contractor shall also be responsible to ensure that all advertisements comply with County guidelines and standards.

3) a) Be responsible for developing, negotiating, and soliciting the license agreements (license, sign structure and permit) of the structures to potential indoor/outdoor and/or print media advertisers; b) Evaluate and manage permitting process, including timeline, verifying compliance with all applicable federal, state and municipal laws; c) Secure any necessary permits and comply with any variations thereof; and d) Submit license/permits to the County for consideration and acceptance or rejection.

4) Fully develop the management process of the commercial advertising portfolio, including soliciting for and evaluating advertisers, obtaining permits, meeting with local stakeholders and regulatory agencies, acquiring and managing contractors and coordinating construction of advertising structures with OMB, or applicable County department.

5) Make reasonable efforts to contract for the advertisement of goods and services that are provided by local businesses, in order to increase the value of the service to the surrounding business community.

6) Appoint a single point of contact as the Contractor's Project Manager or Lead Individual to represent and act on behalf of the Contractor in all matters pertaining to the management of structures. Said lead individual should be readily available to timely respond to project-related concerns raised by the County. The Contractor shall maintain a local sales office with sufficient staff to meet the sales volume and objective of the advertising program.

7) Provide a plan by which the County may share use of unused space, on indoor and/or outdoor advertising structures, for advertising County messages of importance to the public. Said plan shall be subject to final negotiations with the Contractor. Examples of potentially viable arrangements may include shared use of the space at the same time, use of the entire façade of

the structure on a periodic basis, and so on. The Contractor shall avail itself to the County's Project Manager upon request as the County decides the best strategy to promote County self-promotional announcements. The County will determine the location of the structures for self-promotional announcements in consideration of the impact to revenue to the County. The cost of the manufacturing and installation of the County's message shall be borne by the Contractor.

8) Provide a comprehensive Marketing and Sales Plan demonstrating how, through advertising, the Contractor shall execute the objectives and implementation of the advertising and management program to maximize revenue for the marketable commercial indoor and/or outdoor advertising structures. The Plan shall demonstrate the capability of actively soliciting and selling advertising and revenue initiative projects on a local, regional and national level, and shall include a realistic timetable for design and approval for the proposed advertising location. No less than 30 days after contract award, but prior to Notice to Proceed (NTP), the Contractor shall submit the Marketing Plan for approval to the County's Project Manager, with a realistic timeline for implementation. The Contractor shall not commence work prior to NTP.

9) Ensure that the Contractor's production and operation's personnel, including production and operation's personnel of any subcontractor(s), meet with County's Project Manager or designee within the first 45 days following contract award, in order to discuss the specific characteristics of the portfolio of commercial advertising structures/space and print media, and to ensure compliance with those requirements deemed by the County to be necessary to protect the integrity of the portfolio.

10) Respond to the County's emergency requests within 24 hours and within 48 hours for other requests, unless otherwise directed by the County. Maintenance personnel shall be available for emergency contact via phone 24 hours a day, 365 days a year.

11) Ensure proper performance by subcontractors on all tasks.

B. Site Planning/Economic Analysis

The Contractor shall:

1) Review the assets within the County's commercial advertising structures/space and print media inventory and conduct, at its sole cost and effort, any and all preliminary site research, regulatory review, and field visits necessary to assess project viability for use as an indoor/outdoor advertising site. Indoor/outdoor sites may have existing structures in place or the structures may have to be constructed to provide for "signage" that may include various types of indoor/outdoor formats, such as, but not limited to, digital billboards, wall murals, bulletins and posters.

2) Add to and/or remove from the existing inventory County owned viable commercial advertising structures/space and print media with the approval of the County. Any additional inventory is subject to negotiation of a new contract fee schedule.

3) Develop a marketing strategy and perform market studies. Upon approval of the inventory by the County, the Contractor shall market each asset accordingly to maximize revenues through event-specific advertising, indoor/outdoor murals, indoor/outdoor billboards and/or displays, etc., within County-owned facilities (indoor and outdoor), structures, and properties.

4) Estimate the fair lease value for the identified assets to include advertising rates, volume comparisons, demographics, media market rankings and other industry data. The Contractor shall provide to the County Project Manager, a reputable source for developing the Contractor's estimation of "fair lease value".

5) At the request of the County, manage existing advertising-related projects and/or agreements and, where possible, optimize the use of those assets to maximize potential revenues.

6) Evaluate and assess the value of the current and future revenue potential of the County's existing indoor/outdoor and print media advertising assets (including those that may or may not be under contract), and provide the County with appropriate forecasts for additional revenues.

7) Propose a plan for optimizing those marketable assets and for increasing revenue generation. Provide cash flow and financial analysis for each recommended site. The Contractor shall implement the plan upon approval from the County.

C. Management Services

The Contractor shall:

1) Research and process all applicable State and local ordinances as it relates to the placement of indoor/outdoor advertising/displays.

2) Conduct site investigations, site studies, and site location analysis.

3) Provide ongoing management of the County's commercial advertising structures inventory, such as, but not limited to, copy approval, auditing, and contract enforcement. The Contractor shall bear the cost of managing the inventory.

4) Operate professional-appearing indoor/outdoor advertising venues, by replacing or repairing any and all physical component(s) of the advertisement and related equipment that are damaged due to normal wear-and-tear, weather-related incidents, vandalism and/or accident.

5) Provide to the County Project Manager, a Quarterly Status Report. This report shall detail the Revenue vs. Inventory. The Contractor shall list in alphabetical order the commercial advertising structure's site name, and include the advertising firm, the length of time of the advertisement, the total amount billed for the advertisement, total amount collected to date, and balance due on the account. This report shall be submitted quarterly, within seven working days after the end of each calendar quarter. Additionally, Contractor(s) shall meet with the County's Project Manager on, minimally, a quarterly basis to discuss the status reports.

~~While the County does not expect to request other reports on a routine basis, there may be~~ instances when the County may require a special report as it relates to the contract services. Contractor(s) shall provide all required reports to the County, in a format, frequency and quantity acceptable to the County.

D. Maintenance Services

The Contractor shall:

1) Provide an Installation and Maintenance Plan to service installed murals and/or other installed physical advertising structures (i.e., wall/structure cleaning, light replacement, mural repair and removal, etc.), for approval by the County, prior to NTP.

2) At its own expense, provide product specifications and cost information, including estimated energy consumption and related cost, for any and all energy using equipment or devices such as light fixtures, illuminated displays, electronic message boards, video screens, etc. to the County for review and approval. The Proposer shall strive to identify the most energy efficient products available. The Proposer shall be responsible for the total cost to purchase and install any approved devices. All displays shall be cleaned routinely, lighting replaced and any other services as needed, checked and properly maintained for optimal usage by the Contractor.

3) Develop, procure, maintain and repair all advertising installations, fixtures, hardware and supporting connections, at no cost to the County, and in accordance with the County's guidelines and approval.

4) Provide advertising installations that are pleasing in appearance, and compatible within the marketable asset's physical boundaries and operational context.

5) Provide management of ongoing maintenance of existing and newly constructed indoor/outdoor venues, including billboards. Once constructed, an advertising structure may not be altered without the prior written approval by the County.

6) Conduct regular inspections of each site where marketing structures are installed under a routine maintenance and preventive schedule that is to be approved by the County. Such routine maintenance shall include, but not be limited to, repainting, fixture replacement or structural repair.

7) Maintain documentation of maintenance schedules performed at each site on an annual basis and make such report available to County's Project Manager.

8) Maintain an emergency response plan to address graffiti, major structural defects, hurricane preventive action, and/or events that, in the County's opinion, require immediate attention.

9) Be responsible for all maintenance and upgrade costs.

E. Installation and Disposition of Advertising Structures

The Contractor shall:

1) Construct support advertising structures for the County's indoor and outdoor commercial advertising locations with approved indoor/outdoor advertising permits. The construction and maintenance must be in accordance with the County's laws and regulations and all other applicable regulations. Construction plans and specifications will be reviewed and must be approved by the County prior to commencement of construction.

2) Supervise on-site construction and installation of advertising structures.

3) Provide all personnel, equipment and other resources necessary to design and construct the advertising structures.

4) Install all necessary utilities, including electrical connections required for each location.

5) Obtain all necessary permits, including applicable building permits.

6) Be responsible for costs associated with the installations and maintenance of structures, for any equipment related thereto, and for any damage to the advertising structure that occurs as a result of installations.

7) Develop strategy and manage decommissioning, disposition and site restoration process.

8) Review license for opportunities/impediments related to disposition.

9) Provide advertising installations that are pleasing in appearance, and compatible with the County's physical boundaries and operational context.

10) Remove all advertisement installations, fixtures and inventory at the end of the contract if so directed by the County and return the wall to the same condition, order and repair as at the Contract commencement date, or better, excepting only reasonable wear and tear arising from the use thereof in providing the Services.

Notes:

a) The County will obtain ownership of the structure footing of advertisements upon expiration of the contract with the Contractor;
b) The County reserves the right to remove commercial advertising structures/space and print media from the inventory, at the County's sole discretion. Revenue forecasts will be adjusted accordingly.

F. Advertising Standards

All advertising displays associated with this solicitation are for the purpose of generating revenue or for the County, and are not intended to in any way create any type of public forum for expression. The Contractor shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. All advertisements shall be commercial in nature, promoting a product or service. All advertising materials, advertisements, content and manner of presentation shall be subject to approval by the County prior to installation. Additionally, the County may disapprove any such items at any time. The Contractor shall ensure that advertisements comply with County policy and guidelines before submitting for approval.

The following advertisings are also prohibited:

1) No advertising material shall be permitted which is detrimental to the aims, operations, purposes, goals, or reputation of the County.

2) No advertising shall be allowed that includes advertisement of tobacco products, x-rated movies, adult book stores, massage parlors, pawn shops, tattoo parlors, or check cashing stores.

3) No advertising for alcoholic beverages, as defined by Section 561.01 of Florida Statutes, shall be within one-quarter mile of the following:

   a) Any type of public or private school including pre-schools, elementary schools, middle schools, high schools, colleges and universities.
   b) Houses of worship including churches, synagogues, temples, and mosques.
   c) Hospitals or addiction treatment centers

4) No advertising shall be displayed that contains material that is discriminatory, libelous, lascivious, or obscene as defined in Florida Statutes 847.001 (Crimes).

5) Exceptions to the non-commercial speech restriction are public service announcements promoting County sponsored facilities, events or activities in accordance with Section A. General Services.

G. Subcontractors

Services performed by the Contractor's subcontractors shall include, but are not limited to:

1) Constructing support structures for advertising displays at County's property. The construction and maintenance of all advertising displays must be in accordance with all applicable County codes, specifications or site-specific standards. Construction plans and specifications are to be reviewed and approved by the County prior to commencement of all projects.

2) Providing all personnel, equipment and other resources necessary to design, construct and maintain all marketing structures.

3) Where applicable, installing or procuring necessary utilities, including electrical connections specific to that project and obtaining necessary permits.

Note: In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/ suppliers. Refer to Form A-6, Subcontractor/Supplier Listing.

5. County Responsibilities

The County will provide reasonable and sufficient access to County owned facilities, structures and properties for the periodic installation and removal of indoor/outdoor advertising, as well as for the maintenance and repair of the advertising and structures. The Contractor will cooperate with the County should the access be provided during times where the least amount of disruption will result. This may involve after-hours and evenings, weekends, and/or holidays when services are closed to the public. Performance of Scope of Work will be subject to supervision by the County.

6. Revenue/Financial Model

Compensation for services shall be derived from revenue generated with no additional cost to the County. Contractor shall adhere to the method of compensation/financial model pursuant to Article 8, Fee Schedule, of the Contract.