

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **RFP828c**

Contract Title: **Marketing and Management Services for Indoor and Outdoor Commercial Advertising Structures/Space and Print Media (Indoor and Outdoor Commercial Advertising)**

Contractor: **Outfront Media, LLC
8530 NW 23rd Street
Doral, Florida, 33122**

In accordance with the above referenced Contract, this Supplemental Agreement No. 1, when properly executed, amends the original Contract, and sets forth the terms and conditions herein that are in addition to and/or modify those terms and conditions set forth in the original Contract. This Supplemental Agreement shall become effective on the date signed and executed by the County, and shall:

1. Acknowledge the following:
 - a. There was a statutory conversion of CBS Outdoor, Inc. (FEIN#860736400) to CBS Outdoor, LLC (FEIN#464042148).
 - b. Then, the Contractor's name changed from CBS Outdoor, LLC (FEIN# 464042148-01) to Outfront Media, LLC (FEIN# 464042148-02). Accordingly, all references to the Contractor in the Contract shall mean Outfront Media, LLC.
2. Acknowledge that the County and Contractor have opted to renew this Contract for both available renewal options of thirty-six (36) months each, a total of seventy-two (72) months. This Agreement shall terminate on October 31, 2024, unless terminated sooner as provided in the Contract.
3. Amend Article 6, Notice of Requirements , Item No. 2 to read as follows:

To the Contractor

Outfront Media, LLC
8530 NW 23rd Street
Doral, Florida 33122
Attention: Real Estate
Phone: 305-477-2496

With a copy to:

Outfront Media, LLC
405 Lexington Avenue
New York, NY, 10174
Attn: General Counsel

4. Amend Article 8, Fee Schedule to give effect to the following:
 - (a) Paragraph A is hereby deleted in its entirety as wall murals/banners advertising services will not be provided under this Contract.

- (b) Include the following language after Paragraph B.

In addition to the Percentage Fee, Contractor shall pay to County a minimum annual guaranteed amount (the "MAG") equal to (i) Fifty Five Thousand Dollars (\$55,000.00) per each of the County's marketable static billboard/advertising structures (each a "Static Billboard"), which shall be payable on the first day of each month for that month, in equal monthly installments of Four Thousand Five Hundred Eighty-Three Dollars and 33/100 (\$4,583.33) per Static Billboard (the "Monthly Payment for Static Billboards"), regardless of whether the Static Billboard has been sold to an Advertiser during such month, and (ii) One Hundred Twenty Seven Thousand Dollars (\$127,000.00) per each of the County's marketable digital billboard/advertising structures (each a "Digital Billboard"), which shall be payable on the first day of each month for that month, in equal monthly installments of Ten Thousand Five Hundred Eighty-Three Dollars and 33/100 (\$10,583.33) per Digital Billboard (the "Monthly Payment for Digital Billboards"). The MAG payable by Contractor to County shall be determined on a per Asset basis, regardless of the number of digital faces.

The Contractor shall deduct from the Percentage Fee to be paid to County for each month, an amount equal to (i) the Monthly Payment for Static Billboards for each of the Static Billboards that have been sold to an Advertiser at any time during and/or for any portion of each month, and (ii) the Monthly Payment for Digital Billboards for each of the Digital Billboards that have been sold to an Advertiser at any time during and/or for any portion of each month.

- (c) The final two paragraphs of Article 8 are hereby deleted and replaced with the following:

The Assets, including without limitation, all sign(s), structure(s), improvements and appurtenances thereto placed on the County's property by or for Contractor, its agent or predecessor and any and all permits related thereto shall at all times remain the property of Contractor, and Contractor shall remove the same, as provided in Article 30 (e).

5. Amend Article 9, Sales Tax to read as follows:

The Contractor shall be liable for the prevailing State of Florida Sales and Use Tax, and all other applicable taxes imposed on sales relating to this Contract. All taxes shall be paid directly by Contractor to the appropriate taxing authority.

6. Amend Article 29, Termination for Convenience as follows:

At any time after the ninetieth (90th) day following the execution of this Supplemental Agreement No. 1, the County may terminate the Agreement for convenience upon delivering not less than sixty (60) days prior written notice to the Contractor. Upon the County's delivery of such notice, the Contractor shall remove all of its property in accordance with Article 30(e) of the Agreement; provided that the County shall refund to Contractor all reasonable documented costs of removal of its property and all unamortized costs associated with the installation of the Contractor's property, other than the cost of the physical structure including, without limitation, the steel and/or any LED digital screens and any permit fees paid by the Contractor to the City of Miami. At no time shall the Contractor be entitled to lost profits. For this purpose, the Contractor shall depreciate the installation cost for the property on a straight-line basis for five (5) years from the date of installation and provide supporting documentation to the County. The County reserves the right to verify all costs.

7. Delete Article 30 (e), Termination for Cause/Default in its entirety and replace with the following language:

At the termination of this Agreement and provided that the County grants all access deemed necessary by the Contractor, the Contractor shall remove all of the Contractor's property forthwith, including, without limitation any

advertising materials, and shall restore the landscaping to its original condition, reasonable wear and tear excepted. The Contractor shall remove below ground structures to a subsurface depth of three feet (3') (the "Subsurface Depth"). The removal of the Contractor's property to the Subsurface Depth shall be at the sole cost and expense of the Contractor. 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 (30) 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 without prejudice to the County's right to recover any costs incurred with the removal of the Contractor's property as stated herein.

8. Add the following language to Article 30:

(j) If at any time (i) the use of any Asset is prevented by law or other cause beyond the control of Contractor; (ii) any Asset shall be or becomes entirely or partially impaired, obstructed, damaged or destroyed; (iii) there occurs a significant diversion of traffic from, or a change in the direction of, traffic past any Asset; or (iv) any of the County's property shall be or becomes unsafe for the maintenance of any such Asset or the installation, display, maintenance or removal of advertising thereon, or unable to support any such Asset, then Contractor shall have the right to terminate this Agreement with respect to any such Asset upon thirty (30) days' notice in writing to the County, and the County shall refund to Contractor any MAG paid in advance for the remainder of the un-expired Term.

9. Delete the final sentence of Paragraph 35.A.

10. Whereas, Chapter 119.0701 of Florida State Statutes requires certain language be included in each public agency contract for services entered into or amended on or after July 1, 2016; now, therefore, the parties agree that the following language shall be included in the subject Contract:

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1ST STREET, SUITE 1300, MIAMI, FLORIDA 33128.

All terms, covenants and conditions of the original Contract shall remain in full force and effect, except to the extent herein amended.

Miami-Dade County

Supplemental Agreement No. 1 to Contract No. RFP828c

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No.1 to County Contract No. RFP828c.

Contractor

Miami-Dade County

By: [Signature]
 Name: William Long Jr
 Title: General Manager
 Date: 11-6-17
 Attest: [Signature]
 Corporate Secretary/Notary

By: [Signature]
 Name: Carlos A. Gimenez
 Title: Mayor
 Date: 11/13/17
 Attest: [Signature]
 Clerk of the Board

Corporate Seal/Notary

Approved as to form
 and legal sufficiency
[Signature]
 Assistant County Attorney



[Signature]

PATRICIA F. ENGRACIA
 Notary Public, State of New York
 No. 01EN6318380
 Qualified in Queens County
 Commission Expires January 25, 2019