

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 10, 2019

Presenter's Name and Title: Kelvin L. Baker Sr., ICMA-CM, Assistant City Manager on behalf of the City Manager's Office, Susan Gooding-Liburd, Chief Financial Officer, Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Sophia Bryan, Ed.D., Natalie Richmond, Kelvin Baker Sr., ICMA-CM, Assistant City Manager, Susan Gooding-Liburd, Chief Financial Officer

Temp. Reso. Number: 6993

Item Description: Temp. Reso. #R6993, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 19-05-24 FOR BILLBOARD ADVERTISING TO OUTFRONT MEDIA, LLC, THE HIGHEST RATED RESPONSIVE, RESPONSIBLE PROPOSER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE LEASE AGREEMENTS BETWEEN THE CITY AND OUTFRONT MEDIA, LLC, FOR A TERM OF TWENTY YEARS FOR VARIOUS LOCATIONS THROUGHOUT THE CITY FOR THE DESIGN, CONSTRUCTION, INSTALLATION, MANAGEMENT, AND MAINTENANCE OF DIGITAL BILLBOARDS, FOR THE PURPOSE OF ADVERTISING REVENUE ENHANCEMENT, IN AN AMOUNT EXCEEDING \$35 MILLION FOR THE TERM OF THE AGREEMENTS *(Kelvin L. Baker Sr., ICMA-CM, Assistant City Manager on behalf of the City Manager's Office, Susan Gooding-Liburd, Chief Financial Officer, Alicia Ayum, Director of Procurement on behalf of the Procurement Department)*

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Execute Billboard Agreement on Dais.

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: By approving the lease agreement between the City and OUTFRONT Media, LLC, there will be a one-time signing bonus of \$1,575,000; \$1,674,464 minimum annual guaranteed, and a \$20,000 annual Cultural Trust contribution for youth programs. Funds will be deposited in GL revenue account number 001-90-000-000-000-349011-05200 entitled Billboard Revenue of the C.A.R.E. Program.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6993**
 - **Exhibit A: Lease Agreement Location #1- 15200 SW 29th St, Miramar FL 33027, Million Gallon Storage Tank**
 - **Exhibit B: Lease Agreement Location #2a- 4100 Flamingo Rd, Eastern Billboard on the West Water Treatment Plant**
 - **Exhibit C: Lease Agreement Location #2b- 4100 Flamingo Rd, West Billboard on the West Water Treatment Plant**
 - **Exhibit D: Lease Agreement Location #3- N/S Miramar Parkway .25 Miles W/O I-75 AKA Small Parcel in front of Home Depot Plaza**
 - **Exhibit E: Lease Agreement Location #4- 13900 Pembroke Rd, Location #4**
- **Attachment(s)**
 - **Attachment 1: RFP No. 19-05-24**
 - **Attachment 2: OUTFRONT Media LLC Proposal to RFP**
 - **Attachment 3: RFP Score Tabulation Sheet**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: *VB* Vernon E. Hargray, City Manager *[Signature]*

BY: Kelvin L. Baker Sr., ICMA-CM, Assistant City Manager
Susan Gooding-Liburd, Chief Financial Officer

DATE: July 3, 2019

RE: Temp. Reso. No. 6993, approving the award of RFP No. 19-05-24 for Billboard Advertising to OUTFRONT Media, LLC

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6993, approving the award of Request For Proposals No. 19-05-24 for Billboard Advertising to OUTFRONT Media, LLC, the highest rated responsive responsible proposer; authorizing the City Manager to execute the appropriate lease agreements between the City of Miramar and OUTFRONT Media, LLC, for a term of twenty years for various locations throughout the City for the design, construction, installation, management, and maintenance of billboards, for the purpose of advertising revenue enhancement in an amount exceeding \$35 million for the term of the agreements.

ISSUE: Pursuant to City Code, approval of the City Commission is required.

BACKGROUND: The City of Miramar launched the Comprehensive Assessment of Revenues and Expenses ("C.A.R.E.") Program on November 15, 2018, in an effort to maximize the City's efficiencies and effectiveness. C.A.R.E. will assist the City in maintaining success as well as creating great sustainability of its assets. The C.A.R.E. Program is an initiative that includes strategic planning, goal setting, and implementation of viable smart initiatives while empowering our employees, residents, and business community to participate in the innovative advancement of the City. The program embraces all areas that will ensure continued success in Workplace Efficiency, Reserves, Expenditures, Volunteer Program, Revenues, Energy Policy, Public/Private Partnerships, Conservation Policy, Grant Programs and Capital Improvement Plan. As part of the C.A.R.E. revenue and public/private partnership initiatives, staff decided that digital billboard advertising would be a significant asset to the City's overall resource portfolio.

Billboards were prohibited in the City until Ordinance No. 19-14, which revised the Land Development Code to permit off-premises signage/billboards subject to specific conditions, was adopted on February 20, 2019.

Subsequent to the approval of Ordinance 19-14, the City issued Request for Proposals No. 19-11-12 to obtain solicitations to establish a lease agreement with an entity that will lease City properties and design, construct, install, manage, and maintain billboards throughout the City. On May 15, 2019, staff presented TR 6964 to the City Commission for approval to award RFP No. 19-11-12. TR 6964 was rejected.

The City identified four (4) locations, subject to any permit and zoning approvals that may be necessary, for the construction and installation of billboards throughout the City. These are sites where the City has a sufficient legal interest in the real property through an easement, lease, right-of-way, or some other instrument to be able to use the property for the purposes identified in the Scope of Services of the RFP. The following are the identified locations:

	Billboard Site Locations	
1.	15200 SW 29 th Street	I-75 (3 million-gallon storage tank)
2.	West Water Treatment Plant	4100 S Flamingo Rd (possible two (2) billboards for this location)
3.	Miramar Parkway & I-75	Small parcel in front of Fountain Plaza
4.	Wastewater Reclamation Facility	13900 Pembroke Rd, Miramar

On May 23, 2019, the City issued a new Request for Proposals No. 19-05-24 ("the RFP") on DemandStar to obtain solicitations to establish a lease agreement with an entity that will lease City property for the design, construction, installation, management, and maintenance of billboards throughout the City. The RFP required a minimum revenue payable to the City in an amount of \$27,075,000 over the term of a 20-year lease or an annual minimum guarantee of 35% of advertising revenue, whichever is larger.

Staff conducted a pre-proposal conference on June 4, 2019. The RFP closed on June 18, 2019 with a total of three proposals. A five-member selection committee was formed, which included staff from the City Manager's Office, Community and Economic Development, Utilities, Financial Services, and Marketing Departments. The selection committee met on June 27, 2019 to discuss and score the proposals in accordance with the Florida Sunshine Law. This resulted in OUTFRONT Media, LLC, as the highest rated responsive responsible proposer.

The scores are as follows:

RANK	PROPOSER's NAME	TOTAL SCORE
1.	OUTFRONT Media, LLC	486.00
2.	Clear Channel Outdoor	471.60
3.	Becker Boards of Miami, LLC	405.50

The City further negotiated a successful agreement with OUTFRONT Media LLC, which includes:

- The most favorite nation clause (Broward County only)
- 3.5% increase on the minimum annual guarantee from lease year 7 through the end of lease year 10
- Increase in annual contribution to the Cultural Trust for youth programs over the term of the lease from \$15,000 to \$20,000
- Usage of billboards for public purposes (locally and nationally)

Funding will be deposited in GL revenue account number 001-90-000-000-000-349011-05200 entitled Billboard Revenue of the C.A.R.E. Program. This revenue will be dedicated to: Debt Service, Reserves, Marketing, Miramar Cultural Center, The Economic & Development Initiative Fund, Technology and Innovation Village, and The Art, Workforce and Entertainment ("AWE") District.

COMPREHENSIVE PLAN CONSISTENCY:

Future Land Use Element

Policy 2.1 The City shall enforce the Land Development Code provisions for minimum adequate storm water management including wetland preservation/restoration, open space, including historic and archaeological sites, safe and convenient on-site traffic flow, adequate parking, landscaping and signage and standards and clustering of residential units, by 2012.

Policy 3.13 Prevent visual pollution by limiting and controlling the number and size of signs, and by strict enforcement of signage standards contained in the City's adopted Sign Code.

Policy 2.9 Development within the City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.

Objective 11 Increase Miramar's attractiveness to tourists through the establishment of a land use pattern and development regulations aimed at enhancing the area's natural and man-made environments.

Policy 4.A1 Continue to coordinate with Broward County to provide a safe transportation roadway network through implementation of, but not limited to, the following programs, activities, or actions.

The City shall continue to maintain land development regulations governing on-site traffic flow, parking, and signage.

Policy 5E.3 Maintain and improve existing architectural, site, signage, lighting and landscaping design standards contained in the City's Land Development Code to guide the recommendations of City staff and the decisions of the Planning and Zoning Board, and City Commission.

Transportation Element

Policy 4.1 By 2011, coordinate with Broward County to provide a safe transportation roadway network through implementation of, but not limited to, the following programs, activities, or actions.

The City shall continue to maintain land development regulations governing on-site traffic flow, parking, and signage

Objective 7 The City of Miramar shall achieve an aesthetically pleasing transportation circulation environment that is compatible with adjacent development.

Policy 7.4 The City shall prevent visual pollution by limiting and controlling the number and size of signs and by strict enforcement of signage standards contained in the City's adopted Sign Code.

Recreation & Open Space Element

Policy 2.1.3 Maintain and improve existing architectural, site, signage, lighting and landscaping design standards contained in the City Land Development Code to guide the recommendations of City staff and the decisions of the Planning and Zoning Board and City Commission.

Temp. Reso. No. 6993
06/28/19
07/02/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 19-05-24 FOR BILLBOARD ADVERTISING TO OUTFRONT MEDIA, LLC, THE HIGHEST RATED RESPONSIVE, RESPONSIBLE PROPOSER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE LEASE AGREEMENTS BETWEEN THE CITY AND OUTFRONT MEDIA, LLC, FOR A TERM OF TWENTY YEARS FOR VARIOUS LOCATIONS THROUGHOUT THE CITY FOR THE DESIGN, CONSTRUCTION, INSTALLATION, MANAGEMENT, AND MAINTENANCE OF DIGITAL BILLBOARDS, FOR THE PURPOSE OF ADVERTISING REVENUE ENHANCEMENT, IN AN AMOUNT EXCEEDING \$35 MILLION FOR THE TERM OF THE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar launched the Comprehensive Assessment of Revenues and Expenses (“C.A.R.E.”) Program on November 15, 2018, in an effort to maximize the City’s revenues efficiencies and effectiveness; and

WHEREAS, the C.A.R.E. Program is an initiative that includes strategic planning, goal setting, and implementation of viable smart initiatives while empowering our employees, residents, and business community to participate in the innovative advancement of the City; and

WHEREAS, as part of the C.A.R.E. Program revenue and public/private partnership initiatives, the staff decided that digital billboard advertising would be a significant asset to the City’s overall resource portfolio; and

Reso. No. _____

Temp. Reso. No. 6993
06/28/19
07/02/19

WHEREAS, on February 20, 2019, Ordinance No. 19-14 was adopted, amending the Land Development Code to permit off-premises signage/billboards subject to specific conditions; and

WHEREAS, subsequent to the approval of Ordinance 19-14, the City issued Request for Proposals No. 19-11-12 to obtain solicitations to establish a lease agreement with an entity that will lease City properties and design, construct, install, manage, and maintain billboards throughout the City; and

WHEREAS, on May 15, 2019, staff presented TR 6964 to the City Commission to approve the award of RFP No. 19-11-12; and

WHEREAS, TR 6964 was rejected based; and

WHEREAS, the City identified four (4) locations, subject to any permit and zoning approvals that may be necessary, for the construction and installation of billboards throughout the City; and

WHEREAS, on May 23, 2019, the City issued a new Request for Proposals No. 19-05-24 on DemandStar to obtain solicitations to establish a lease agreement from an entity that will lease property from the City to design, construct, install, manage and maintain billboards throughout the City requiring a minimum revenue payable to the City in an amount of \$27,075,000 over the term of a 20 year lease or an annual minimum guarantee of 35% of advertising revenue, whichever is larger; and

Temp. Reso. No. 6993
06/28/19
07/02/19

WHEREAS, the RFP closed on June 18, 2019 with a total of three proposals; and

WHEREAS, OUTFRONT Media, LLC, was deemed the highest rated responsive responsible proposer; and

WHEREAS, the City further negotiated a successful agreement with OUTFRONT Media, LLC; and

WHEREAS, the City Manager recommends approval of the award of request for Proposal No. 19-05-24 for billboard advertising to OUTFRONT Media LLC, the highest rated responsive responsible proposer and authorization to execute the appropriate lease agreements between the City and OUTFRONT Media LLC, for a term of twenty years for various locations throughout the City for the design, construction, installation, management, and maintenance of billboards throughout the City for the purpose of advertising revenue enhancement in an amount exceeding \$35 million for the term of the agreements; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the lease agreements between the City of Miramar and OUTFRONT Media, LLC, for a term of twenty years for various locations throughout the City for the design, construction, installation, management, and maintenance of billboards throughout the City for the purpose of advertising revenue enhancement in an amount exceeding \$35 million for the term of the agreements.

Temp. Reso. No. 6993
06/28/19
07/0219

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That it approves of the award of request for Proposal No. 19-05-24 for Billboard Advertising to OUTFRONT Media, LLC, the highest rated responsive responsible proposer.

Section 3: That the City Manager is authorized to execute the appropriate lease agreements between the City of Miramar and OUTFRONT Media LLC, for a term of twenty years for various locations throughout the City for the design, construction, installation, management, and maintenance of billboards throughout the City for the purpose of advertising revenue enhancement in an amount exceeding \$35 million for the term of the agreements, attached hereto as Exhibits “A” through “E,” together with any non-substantial changes deemed necessary by the City Manager, and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 6993
06/28/19
07/02/19

Section 5: That this Resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration

Commissioner Winston Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

LEASE AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
OUTFRONT MEDIA LLC

FOR LOCATION #1: 15200 SW 29th Street, Miramar, FL 33027 – AKA I-75 3 Million Gallon
Storage Tank Property

THE CITY OF MIRAMAR (“LESSOR”), hereby leases and grants to OUTFRONT Media LLC (“LESSEE”) the exclusive use of the “Leased Premises” (as hereinafter defined) consisting of a portion of the real property located at: 15200 SW 29th Street, Miramar, FL 33027 – AKA I-75 3 Million Gallon Storage Tank Property (the “Property”) (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE’S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the “Sign Structure(s)”).

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
LEASE AND DESCRIPTION

The “Leased Premises” shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.

LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for all purposes reasonably necessary for (i) the erection, construction, installation, placing, operating, maintaining, modifying, servicing and removal of the Sign Structure(s), (ii) providing or establishing electrical power to the Sign Structure(s) (at LESSEE’S sole expense), (iii) the placement of incidental and ancillary equipment thereon, (iv) relocating the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR’S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.

SECTION 3

RENT

3.1 Beginning on the earlier of the Commencement Date, as defined herein, or upon expiration of the 120 day construction period provided for in Section 6.4, LESSEE shall pay to LESSOR as "Rent" an amount equal to the greater of: (i) Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000) per Lease Year (the "Minimum Annual Guaranteed Rent"), which shall be payable monthly in advance, or (ii) an amount equal to Thirty-Six Percent (36%) of the Annual Gross Revenue (as defined herein) (the "Percentage Rent"). "Annual Gross Revenue" shall mean all income actually received by LESSEE from the sale of advertising on the Sign Structure(s) during a Lease Year. The Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing on the first anniversary of the Commencement Date. Commencing Lease Years 7 through 10, the Minimum Annual Guaranteed Rent shall increase at a rate of three and one half percent (3.5%) during each such Lease Year, and thereafter, subject to Section 3.2 and 3.3 the Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing Lease Year 11. The Percentage Rent shall be calculated at the end of each Lease Year. In the event that the Percentage Rent exceeds the Minimum Annual Guaranteed Rent for such Lease Year, LESSEE shall pay to LESSOR the difference between the Percentage Rent and the Minimum Annual Guaranteed Rent within sixty (60) days after the end of such Lease Year (the "True-Up Payment"). The True-Up Payment shall be accompanied by a full and accurate statement of the Annual Gross Revenue received by LESSEE and the Percentage Rent and True-Up Payment calculations for such Lease Year (the "Annual Report"). Notwithstanding the foregoing, prior to the completion of construction, the Rent shall be Ten and 00/100 (\$10.00) Dollars. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.

3.2 Notwithstanding anything to the contrary contained herein, LESSEE acknowledges and agrees that LESSOR shall have the right to renegotiate the terms and conditions of this Agreement, including but not limited to Minimum Annual Guaranteed Rent and Percentage Rent, exercisable one time only, by providing written notice to LESSEE not less than sixty (60) days prior to the end of Lease Year 10, stating LESSOR's desire to renegotiate the Rent payable by LESSEE to LESSOR for the remainder of the un-expired Term.

3.3 In the event the parties cannot mutually agree to the amount of Minimum Annual Guarantee Rent and Percentage Rent payable hereunder prior to the commencement of Lease Year 11, each party shall appoint its one broker, duly licensed in the State of Florida, and who shall have been active for at least ten (10) years with experience and specific knowledge of the outdoor advertising industry, and each broker shall be a neutral person with no financial or personal interest in the result of this dispute. Each broker shall be appointed within thirty (30) days prior to the commencement of Lease Year 11. The two brokers so appointed by LESSEE and LESSOR shall, within ten (10) days after the date of the appointment of the second broker, agree upon and appoint a third broker who shall be qualified based on the same criteria set forth above, except such broker shall have no affiliation or prior business relationship with either LESSOR or LESSEE. Within ten (10) days after the appointment of the third broker, LESSEE and LESSOR shall submit to the panel of brokers, in writing (and with a copy to each other) what each party believes to be the appropriate Total Fair Market Rent ("FMR") for the Leased Premises for the remainder of the

Term. Within ten (10) days after receipt of the proposed Total FMR, the panel of brokers shall meet and determine (by majority vote) which of the two proposals most accurately establishes the Total FMR, which proposal shall thereupon be adopted by the panel as the Total FMR. Based upon the Total FMR adopted by the brokers in accordance with the immediately preceding sentence, the brokers will decide upon the Rent for the remainder of the Term. The decision of the brokers shall promptly be communicated to LESSOR and LESSEE. If either LESSOR or LESSEE fails to appoint a broker within the time period specified in this Section, the broker appointed by one of them shall constitute the sole broker, and shall alone make the determination of which proposal most accurately establishes the Total FMR (and notify LESSOR and LESSEE thereof). Each party shall pay the fees and expenses of the one of the two original brokers appointed by or for such party, and the fees and expenses of the third broker and all other expenses (not including the attorney's fees, witness fees and similar expenses of the parties which shall be borne separately by each of the parties) of the arbitration shall be borne by the parties equally. In the event the parties cannot mutually agree to the amount of Rent payable hereunder prior to the commencement of Lease Year 11, either party shall have the right to terminate this Lease, and LESSOR shall refund to LESSEE any Rent paid in advance for the remainder of the un-expired Term.

3.4 It is acknowledged by the parties that the Rent payments herein are predicated on **monthly** installments. Should the provisions of Section 5 become operative, or the Term of this Lease commences on some day other than the first of the month, all Minimum Annual Guaranteed Rent payments required hereunder shall be prorated based upon a thirty (30) day month.

3.5 As an inducement to enter into this Lease, LESSEE shall pay to LESSOR an amount of Six Hundred Fifty Thousand Dollars and 00/100 (\$650,000) ("Bonus"). The total Bonus amount shall be held in an escrow account by Weiss Serota Helfman Cole & Bierman, P.L., which shall be payable as follows:

- (i) Within ten (10) days after the execution of this Agreement, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$162,500), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is unable to obtain any Permits (as such term is defined in Section 6.1 below) or any other approvals required by a governmental authority having jurisdiction over the Sign Structure(s) ("Approvals") within the one (1) year period after the full execution of this Agreement;
- (ii) Within thirty (30) days after the date that all Permits and Approvals have been issued (without condition) to LESSEE, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$162,500), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is prevented from, or unable to, construct the Sign Structure(s) for any reason outside of its control within the one (1) year period immediately following the date all Permits and Approvals have been issued (without condition) to LESSEE; and
- (iii) Within thirty (30) days after the Sign Structure(s) have been fully constructed on the Leased Premises, are operational and legally ready to accept third party advertising, and LESSOR's final inspection/final approval thereof has been completed and the Commencement Date has occurred, LESSEE shall pay LESSOR an amount equal to 50% of the Bonus (\$325,000).

Conflicting Demands. If conflicting or adverse claims or demands are made or notices served upon Weiss Serota Helfman Cole & Bierman, P.L. ("Escrow Agent") with respect to the escrow provided for herein, each of LESSOR and LESSEE agree that Escrow Agent shall be entitled to refuse to comply with any such claim or demand and to withhold and stop all further performance of this escrow so long as such disagreement shall continue. In so doing, Escrow Agent shall not be or become liable for damages, losses, expenses or interest to LESSOR, LESSEE or any other person for its failure to comply with such conflicting or adverse demands. Escrow Agent shall be entitled to continue to so refrain and refuse to so act until: (a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction and venue over the parties and/or the documents, instruments or funds involved herein or affected hereby; and/or (b) Escrow Agent shall have received an executed copy of a dispositive settlement agreement or other written agreement or instructions to which LESSOR, LESSEE and all other adverse claimants, if any, are parties and signatories. Escrow Agent also may elect to commence an interpleader or other action for declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and may deposit with a court the Bonus held hereunder; following which actions Escrow Agent shall be relieved and discharged from any further duties and obligations under this Section 3.5.

3.6 As an inducement to enter into this Lease, LESSEE agrees to make an annual charitable donation to a community engagement cultural arts fund (the "Cultural Fund") for Youth Programs in the amount of Four Thousand Dollars and 00/100 (\$4,000.00), (the "Charitable Donation"). The Charitable Donation shall be made by check delivered by LESSEE to the Cultural Fund within three (3) days after the Commencement Date, and at the commencement of each Lease Year thereafter, unless the Cultural Fund becomes inactive, files for bankruptcy or other protection from creditors or is otherwise dissolved, in which event, LESSEE's obligation to make a Cultural Fund shall be deemed null and void.

SECTION 4 **TERM OF AGREEMENT**

4.1 This Lease shall be effective as of the date of execution. The initial term of this Lease shall be for a period of twenty (20) year(s) commencing on the first day of the calendar month immediately following the date on which final inspection (or equivalent) is issued (the "Commencement Date"). This Lease may be renewed, upon mutual agreement of the Parties, for Two (2) successive FIVE (5) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless otherwise terminated by LESSOR as provided herein. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term." Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year."

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 LESSOR shall have the right to terminate the Lease Agreement, as set forth below in Section 5.3.

5.2 In the event LESSEE reasonably determines; (a) LESSEE is unable to secure or maintain any required Permit or license from any appropriate governmental authority; (b)

federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially damaged or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (f) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (g) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the Rent until the issues with "a" through "g" above are cured, and/or terminate this Lease upon thirty (30) days' notice in writing to LESSOR and LESSOR shall refund to LESSEE any Minimum Annual Guaranteed Rent paid in advance for the remainder of the un-expired Term.

5.3 It is mutually covenanted, and this Agreement is made upon the condition that the occurrence of any of the following shall be deemed an event of default (an "Event of Default"):

- (a) If the Rent or other sums which LESSEE herein agrees to pay, or any part thereof, shall remain unpaid for a period of ten (10) days after LESSEE's receipt of written notice;
- (b) If either party fails to comply in any material respect with any of the other terms, agreements, conditions or covenants herein contained that is such party's obligation, and such failure continues for a period of thirty (30) days after its receipt of written notice from the non-defaulting party; or
- (c) In the event either party files a petition for bankruptcy or insolvency, or a court ordered reorganization of such party, and such action is not stayed or dismissed within sixty (60) days after the date of filing.

Upon the occurrence of an Event of Default, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within the time frame set forth above; provided, however that, for any non-monetary default, if a cure cannot reasonably be effected in such thirty (30) days, the defaulting party may continue such cure past thirty (30) days from notice provided it commences such cure within thirty (30) days from notice and pursues such cure to completion. If either party fails to cure an Event of Default in accordance with the foregoing, the non-defaulting party may declare the Agreement terminated, and LESSOR may exercise all rights of entry or reentry upon said Leased Premises, in addition to any other remedy available at law or in equity.

5.4 The termination of this Agreement under Section 5.1, 5.2 or 5.3 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6

PERMITS; CONSTRUCTION OF SIGN STRUCTURES

6.1 *Permits.* LESSOR warrants that LESSOR is the owner of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary

applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE, including, without limitation, any and all permits required by the Florida Department of Transportation ("FDOT") (collectively, the "Permits"). LESSOR shall reasonably cooperate with LESSEE to obtain Permits and any other applicable governmental agency for installation, construction, maintenance and removal of the Sign Structures, provided that LESSOR shall incur no costs in connection therewith. Subject to the foregoing, LESSEE shall be solely responsible for obtaining any and all permits, approvals, waivers, and releases required, or any other requirement necessary to use the Leased Premises. LESSEE agrees that once the Permits are obtained to construct the Sign Structures, LESSEE shall use its commercially reasonable efforts to maintain and/or, to the extent required by applicable law, take all commercially reasonable steps necessary to renew those Permits during the Term of this Agreement.

6.2 *Notice to Proceed.* Subject to Section 6.3 below, LESSEE shall promptly commence work to obtain the Permits. The Community and Economic Development Director ("CED Director") shall facilitate access to the Leased Premises.

6.3 *Final Plans and Specifications.* LESSEE shall submit its final plans and specifications for the Sign Structures (the "Final Plans and Specifications") to the CED Director prior to submitting Permit applications. The final design and height, final plans and specifications, and location on Leased Premises for the Sign Structures shall be approved in writing by LESSOR within fifteen (15) business days after its receipt of LESSEE's submission of such plans and specifications, which approval shall not unreasonably be withheld, delayed, or conditioned. If, as applicable, LESSOR disapproves of the Final Plans and Specifications, LESSOR shall provide notice of disapproval of the Final Plans and Specifications in writing to LESSEE within such fifteen (15) day period, specifying the reasons upon which the rejection is based, and LESSEE shall resubmit revised Final Plans and Specifications to LESSOR for approval in accordance with the above procedure. LESSOR'S review of the Final Plans and Specifications are for its sole purpose, and LESSOR shall not be responsible for quality, design, Code compliance, or other matters, and LESSOR shall have no liability whatsoever in connection therewith or for any omissions or errors in the Plans and Specifications. The LESSOR-approved Final Plans and Specifications shall be the "Approved Plans and Specifications."

6.4 *Construction.* In accordance with the Permits and Approved Plans and Specifications, LESSEE shall commence promptly and proceed diligently to complete construction of the Sign Structures. All such construction or installation of the Sign Structures shall be undertaken by LESSEE at no cost to LESSOR. Construction of the Sign Structures shall be completed within 120 days of issuance of the Permits, except that LESSEE shall not be deemed in default of this Section 6.4 if any delay is outside of LESSEE's control, such as the occurrence of a hurricane and/or imposition of a ban and/or extreme tariffs on foreign steel. Final inspection shall be conducted by an inspector with the relevant skills, knowledge, and ability for inspecting billboards.

SECTION 7

REPAIRS, ALTERATIONS, AND ADDITIONS

LESSEE shall at its sole cost, keep and maintain the Leased Premises, Sign Structure, all advertising thereon and appurtenances thereto and every part thereof in good order,

condition, and repair (ordinary wear and tear excepted), and in accordance with the highest industry standards for similar display structures. LESSOR shall not be required to repair or maintain any portion of the Leased Premises or Sign Structures.

Following installation/construction of the Sign Structures in accordance with this Agreement, LESSEE may make structural alterations and additions to the Leased Premises only with prior written approval of LESSOR. Such approval by LESSOR may be given in its sole and absolute discretion.

SECTION 8 **INDEMNIFICATION**

LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises. LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from and against any and all penalties, liabilities, damages, and charges (including without limitation, reasonable attorneys' fees and legal expenses incurred by LESSOR in connection with such penalties, liabilities, damages, or charges and proceedings) imposed or sought to be imposed on or involving LESSOR for any violation of any laws, ordinances, or regulations applicable to LESSEE'S use of the Leased Premises. Nothing in this Agreement shall be deemed or treated as a waiver by LESSOR of any immunity to which it is entitled by law, including but not limited to LESSOR'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

LESSEE shall, at no cost to LESSOR, obtain, maintain, and cause to be in effect at all times from the date of execution of this Agreement to the later of (i) the last day of the Term, or (ii) the last day LESSEE is (A) in possession of the Leased Premises or (B) has the right of possession of the Leased Premises, the types and amounts of insurance specified in Exhibit B, attached hereto.

SECTION 10 **TITLE TO IMPROVEMENTS**

This agreement is a Lease (not a license). During the Term of this Agreement, the Sign Structure(s) on the Leased Premises and all sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor and any and all Permits related thereto shall at all times remain the property of LESSEE. LESSEE shall have the right to remove the digital billboard panels at any time during the Term of the Lease (as the same may be extended), with prior written approval from LESSOR. LESSEE shall have right to remove, at its own cost, all sign(s), digital billboard panels, improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor (other than the Sign Structure(s)) and any and all Permits related thereto for a reasonable amount of time after the expiration or termination of

the Lease. The future existence of the Sign Structure(s) and all below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove any sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor or any of the Permits related thereto from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation. Upon expiration of or earlier Termination of the Lease Agreement, LESSEE shall, without any compensation, surrender the billboards structures on the Leased Premises to LESSOR and LESSOR shall own the billboards structures. LESSEE agrees to clean and leave the Leased Premises in good condition (ordinary wear and tear excepted).

SECTION 11 **EMINENT DOMAIN**

In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Leased Premises; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition; provided that the same shall not diminish or delay LESSOR's award of damages or other compensation with respect to the Property. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

SECTION 12 **ELECTRICITY/GENERATORS**

LESSEE shall pay for all electrical power consumed by the Sign Structure(s). LESSEE agrees that on or prior to the Commencement Date, it shall purchase one (1) mobile generator, which will be stored at LESSEE's Pompano Beach office, and which will be available for use at the Leased Premises in the event of a power outage that exceeds 24-hours.

SECTION 13 **VISIBILITY**

LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/hers/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor

permit LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Leased Premises, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s)

SECTION 14 **FDOT REGULATIONS**

Notwithstanding anything to the contrary contained in the sign ordinance, the parties acknowledge and agree that the vegetation requirements, and the height and lighting of the Sign Structure(s) shall only be required to comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached hereto as Exhibit C, provided that the interval of copy change on any sign face on the Sign Structure(s) shall be no more frequent than one (1) change every eight (8) seconds

SECTION 15 **NON-EXCLUSIVE**

LESSEE acknowledges and agrees that LESSEE does not have any right with respect to outdoor advertising on any other property of LESSOR. LESSOR shall have the right to permit others to engage in outdoor advertising at any location other than the Property, provided that LESSOR shall not have the right to erect structures which obstruct the visibility of the Sign Structures. The Parties acknowledge and agree that this provision shall not apply to the four (4) leases contemplated to be executed concurrently with this Lease.

SECTION 16 **LESSOR USE OF ADVERTISING SPACE AND TIME**

LESSEE will provide from time to time as and when requested in advance in writing by LESSOR, the right to display LESSOR prepared and approved advertisements for City-sponsored events ("City Advertisement") on the Sign Structure(s), within the City of Miramar (the "City") and within other major media markets throughout the United States, with a "minimum retail value" of no less than \$20,000.00 per Lease Year, at no cost to LESSOR. LESSOR agrees that LESSEE may remove any City Advertisement promptly upon LESSEE securing a revenue producing advertisement for the Sign Structure(s). At the end of each Lease Year, LESSEE shall provide LESSOR documentation showing the retail value expended on City Advertisements for that Lease Year. If the annual \$20,000.00 minimum retail value is not achieved during any Lease Year, the unused portion thereof will not rollover to the following year, and will be deemed abandoned.

Any such City Advertisements shall be strictly for the benefit of the City, and shall not include the names or logos of any third-party businesses or sponsors. If after posting a City Advertisement any third party asserts that said advertisement is defamatory or infringes on any copyright, trademark or other intellectual property or privacy right, or if adverse publicity results therefrom, LESSEE shall have the right to remove the City Advertisement, and to discontinue the display of the City Advertisement until such time as the City shall supply a new, or designates a previous, City Advertisement To be eligible to take advantage of this

opportunity, LESSOR shall provide LESSEE, in advance with the artwork/design/graphics for the City Advertisement. The City Advertisements will be displayed on the Sign Structure(s) at no cost to LESSOR.

LESSOR'S Office of Marketing and Public Relations shall prepare City Advertisements, which shall meet LESSEE'S specifications, and provide them to LESSEE. LESSEE shall display City Advertisements within five (5) days of receipt of the City Advertisement from LESSOR. For purposes of this paragraph, LESSOR'S contact person shall be the Office of Marketing and Public Relations at 954-602-3147, and LESSEE'S contact person shall be Chris Ashley at 954-971-2995.

On a space available basis, from time to time as and when requested in advance in writing by LESSOR, LESSEE will allow LESSOR to post public service announcements on the Sign Structure(s) ("PSAs").

SECTION 17 **FAVORED NATIONS CLAUSE**

In the event that LESSEE is granted an agreement pursuant to a Request for Proposal or similar competitive process, for a billboard, pursuant to which LESSEE has agreed to pay to any other incorporated municipalities within Broward County a higher rent than the Rent currently payable to LESSOR pursuant to the terms and conditions this Lease, LESSEE shall notify Lessor in writing and LESSOR shall be entitled to receive the such higher Rental amount effective on the first day of the month immediately following the date of LESSEE's written notice to LESSOR under this Section 17. The adjusted Rent shall not be retroactive. The parties acknowledge and agree that this covenant shall at all times exclude unincorporated Broward County, the City of Ft. Lauderdale, the City of Pompano Beach, lands owned/operated by the Seminole Tribe of Florida, and Broward County Aviation.

SECTION 18 **ADDITIONAL LOCATIONS**

LESSEE may propose other prime areas for future locations within the City for another Sign Structure, subject to zoning restrictions. LESSOR shall have the sole right to determine whether the proposed location for another Sign Structure is suitable, taking into consideration such factors as visibility, size of sign or foundation, and compatibility with on-site and nearby land use potential environmental effects.

SECTION 19 **LESSOR OWNERSHIP REPRESENTATIONS**

LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the Rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any

past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of Rent until LESSEE has been fully reimbursed for such payments, interests and fees.

SECTION 20

TAXES AND ASSESSMENTS

LESSEE agrees to pay all lawful taxes, assessments, or charges, which during the Term may become a lien or be levied by the state, county, city, or any other tax or assessment levying body upon the Sign Structure or any possessory right which LESSEE may have in or to said Sign Structure.

SECTION 21

PERMITTED USES

The Leased Premises shall be used solely for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S Sign Structures. LESSEE, may with prior written approval from LESSOR, add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.

SECTION 22

ADVERTISING STANDARDS

LESSEE agrees to display on the Sign Structures commercial advertisements in compliance with the following advertising standards and requirements ("Advertising Standards"):

- No advertisements promoting the sale or use guns/firearms, or tobacco.
- No advertisements promoting the sale of alcohol within 500 feet of a church, school, or playground.
- No advertisements or public service announcements (other than City Advertisements or PSAs) shall be accepted by LESSEE for display, which is to the knowledge of LESSEE:
 - Clearly defamatory; or
 - Obscene or pornographic according to local community standards; or
 - In advocacy of unlawful violent action.
- Advertisements of a political or editorial or election nature, either for a specific candidate(s) or an issue(s), are to comply with Florida campaign laws

LESSOR may revise the Advertising Standards from time to time, and any such changes shall only be binding upon LESSEE if mutually agreed to in advance in writing. The Parties recognize and acknowledge that LESSOR is implementing the Advertising Standards as a landlord of LESSOR'S property under its proprietary powers, and that the provisions hereof in

no way affects the LESSOR'S powers to regulate advertising, billboards, or related matters under its independent regulatory powers. LESSOR may request removal of an advertisement if LESSOR reasonably determines that such advertisement violates the Advertising Standards. LESSEE shall use its best efforts to remove such advertisement within three (3) days of receiving LESSOR'S request for removal.

SECTION 23 **FIRST REFUSAL**

LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.

SECTION 24 **SURRENDER AND HOLDOVER**

LESSEE covenants that at the expiration or any earlier termination of the Term of this Agreement for any reason, or any holding over that LESSOR has otherwise objected to, LESSEE will quit and surrender said Leased Premises in good condition (ordinary wear and tear excepted). Upon expiration or earlier termination of this Agreement, all rights associated with the Leased Premises shall revert back to LESSOR and LESSEE shall have no further rights, remedies, or obligations under this Agreement with respect to the Leased Premises, other than as set forth in Section 10 above. Further, LESSOR shall have the sole and exclusive right to enter into a new agreement with LESSEE or with another company that is in the business of outdoor advertising with respect to the Property, Sign Structures, or any portion thereof, and LESSEE agrees that it shall have no claim, right, or option for the Property.

If LESSOR has not otherwise objected to LESSEE'S holding over the use of said Leased Premises after the Term of this Agreement has terminated in any manner, such holding over shall be deemed merely a hold from month-to-month on the same terms and conditions as provided herein except as follows: During any holdover period, LESSEE shall pay LESSOR monthly rental equal to the prorated Minimum Annual Guaranteed Rent for the month immediately preceding the holdover period and Percentage Rent. In addition, LESSOR, upon thirty (30) day's written notice to LESSEE, may change any of the other terms and conditions of the holding over.

SECTION 25 **RECORDATION**

Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any) execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.

SECTION 26 **LEASE DOCUMENTS**

This Agreement is subject to the terms, conditions, and requirements set forth and described in Request For Proposal 19-05-24 and all addendums thereto as of the date of this Lease ("RFP"), attached hereto as Exhibit D, and any subsequently negotiated changes to same. In the case of any conflict between the RFP, this Agreement, or any amendment/addendum issued, the order of precedence shall be: the last amendment/addendum issued, this Agreement, and then the RFP.

SECTION 27 **AUDIT AND INSPECTION RIGHTS**

No more than once per Lease Year, upon not less than fourteen (14) business days prior written notice to LESSEE, LESSOR may, at its sole cost and expense, audit, or cause to be audited, those books and records of LESSEE which are solely related to revenue generated under this Agreement during the immediately preceding Lease Year (the "Records"). Any such audit shall be conducted at LESSEE's offices where such Records are kept, during regular working hours. Neither LESSOR nor its auditor shall remove the Records from LESSEE's office and shall, subject to Chapter 119, Florida Statutes, keep all terms of the Records confidential. This confidentiality obligation shall survive the expiration or termination of the Lease. LESSEE agrees to maintain all such Records for a period of three years after final payment is made under this Agreement.

SECTION 28 **SCRUTINIZED COMPANIES**

28.1 LESSEE certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE or its subcontractors are found to have submitted a false certification; or if LESSEE, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

28.2 If this Agreement is for more than one million dollars, LESSEE certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE, its affiliates, or its subcontractors are found to have submitted a false certification; or if LESSEE, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

28.3 LESSEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

28.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 29 **AGREEMENT, AMENDMENTS, AND ASSIGNMENT**

29.1 This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises.

29.2 This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE. No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

29.3 This Lease shall be binding upon successors and assigns of the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof without consent of the LESSOR, which shall not be unreasonably withheld, conditioned or delayed. This Section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction. LESSEE shall not sublease this Agreement.

SECTION 30 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 31 **NOTICES**

All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto, which must be given by written notice, shall be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last

specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. Rent payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below, such new forwarding address shall not be effective until forty-five (45) days after LESSEE's receipt of such notice from LESSOR. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR LESSEE: _____

Chris Ashley
OUTFRONT Media LLC
2640 NW 17th Lane
Pompano Beach, FL 33064

FOR LESSOR:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242

SECTION 32 **PUBLIC RECORDS**

The parties acknowledge that this agreement is subject to Chapter 119, Florida Statutes.

SECTION 33 **COVENANT AGAINST CONTINGENT FEES**

LESSEE agrees that it has not employed or retained any person or company employed by LESSOR to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, LESSOR shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 34 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 35 **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 36 **JOINT PREPARATION**

LESSOR and LESSEE acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 37 **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LESSOR, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by LESSEE, by and through its _____¹, attested to and duly authorized to execute same.

LESSOR

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 2019

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

LESSEE

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Date: _____

By: _____

¹ Who will be executing this Lease on behalf of OUTFRONT?

EXHIBIT A

The "Leased Premises" shall consist of an approximate area within the "Billboard Zone" identified on this Exhibit and made a part hereof, where the supporting structure of the Sign Structure is affixed to the Property and the airspace above the same. The parties hereto shall agree upon a more specific location within SIXTY (60) days of the date hereof. Once a specific location is agreed upon, this Exhibit A shall be replaced with a mutually agreeable formal survey.



EXHIBIT "B"**INSURANCE REQUIREMENTS**

INSURANCE - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable) and workers' compensation (where applicable) and in an amount acceptable to the City's Risk Manager.

Limits of Insurance - Contractors shall maintain the following limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 per occurrence, personal injury and advertising injury liability \$1,000,000; general aggregate \$2,000,000.
3. Workers' Compensation: Per statutory requirement.

Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, until at least 30 calendar days' written notice has been given to the City.

EXHIBIT C

14-10.004 Permits.

(1) An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, incorporated herein by reference, to the address listed in subsection 14-10.003(2), F.A.C. Applications may be obtained from the State Outdoor Advertising License and Permit Office.

(a) The applicant shall submit separate instruments of payment for each application for a new permit, in order to avoid denial of multiple applications for one application being denied.

(b) Prior to issuing any permit, the Department will inspect the proposed sign site to assure compliance with Chapter 479, Florida Statutes, and this rule chapter. To ensure that the site inspected is the same specified in the application, the applicant shall mark the proposed sign site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed from the time of submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on permit applications in order of the date of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fee has been submitted. All information provided on the application by the applicant must be certified as being true and correct.

2. Applications containing incorrect information will be denied.

3. Incomplete permit applications will be returned to the applicant along with any permit fees which were submitted with the application.

4. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

5. The written statement from the landowner required by Section 479.07(3)(b), Florida Statutes, must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

a. Identify the property on which the sign is to be located;

b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;

c. Grant the permission to or on behalf of the applicant; and

d. Authorize placement of the sign on the subject property.

(d) Complete applications will be either approved or denied within 30 calendar days of receipt by the Department, unless an earlier application for that site or a competing site is under review, or the application falls within paragraph (g) or (h), below. If denied, the application will remain in a pending status until the time to request an administrative hearing has elapsed. If a hearing is requested, the application shall remain in a pending status until time to request an appeal of a final order has elapsed. If an appeal is taken, the application will remain in a pending status until mandate is issued by the appellate court. Subsequent applications for competing sites shall be held without action until the pending status of the earlier application is resolved.

(e) If an application is approved, all subsequently received applications for competing sites shall be denied.

(f) For purposes of paragraph (c), above, when a valid permit is being conditionally canceled pursuant to subsection 14-10.004(9), F.A.C., the Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference, and Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, must be submitted simultaneously to the Department. Form 575-070-12 may be obtained from the address listed in subsection 14-10.003(2), F.A.C. The date the Department receives the cancellation and complete application documents shall be considered the date the application is received.

(g) When a permit application is received for a new sign site requiring vegetation management pursuant to Section 479.106, Florida Statutes, the permit application will not be considered complete until the applicant has been issued a vegetation management permit by the Department and has removed two nonconforming signs, which the Department has approved as meeting the requirements of Section 479.106(5), Florida Statutes.

(h) Applications for permits for locations which conflict with the location of an expired or canceled permit will not be processed until the sign for which the expired or canceled permit was issued is removed, unless a permit is being canceled as a condition for issuance of a new permit.

(i) A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation required by Rule 14-40.030, F.A.C., and Section 479.106(7), Florida Statutes, have been accomplished and the applicant has identified two nonconforming signs for surrender in accordance with Section 479.106(5), Florida Statutes.

(2) A permit shall be granted for an automatic changeable facing provided:

(a) The static display time for each message is a minimum of six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds;

(c) The change of message occurs simultaneously for the entire sign face; and

(d) The application meets all other permitting requirements.

Any such sign shall contain a default design that will hold the face of the sign in one position if a malfunction occurs.

(3) Notwithstanding any other provisions of this rule chapter, an outdoor advertising sign existing at a location which previously was not subject to the permitting requirements of this chapter, but which has become subject to the requirements of this chapter due to changes in the jurisdictional designation of highways, shall be granted a state permit in accordance with the process outlined below:

(a) The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

(b) Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

(c) When the Department is unable to provide the advance notice referenced in paragraph (a), above, the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice that the change in jurisdiction has become effective to submit an application for a sign permit.

(d) The Department shall issue an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, to the sign owner upon receipt of a complete Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, together with all items required by Section 479.07(3)(b), Florida Statutes. For existing signs, the written statement required by Section 479.07(3)(b), Florida Statutes, shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except in cases where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in writing that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

(4) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all owners of outdoor advertising permits on the affected roadway. The notice will advise permit holders of the Department's intent to revoke the permits, and will include a statement of the recipient's right to appeal the Department's action.

(5) When a controlled road or any portion of a controlled road is designated as a scenic highway or scenic byway pursuant to Section 335.093, Florida Statutes, new permits will not be issued for outdoor advertising signs visible from the portion of the highway designated as a scenic highway or byway.

(6) Posting of Tags. The permanent metal permit tag issued by the Department must be posted by the permittee at the sign site within 30 calendar days of issuance, and must remain in place at all times, whether or not a sign has been erected. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 07/01, incorporated herein by reference, and shall include a replacement fee of \$3.00 per tag. Form 575-070-01 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(7) Transfer of Permits. Authorization to transfer a permit shall be submitted on Outdoor Advertising Permit Transfer Request, Form 575-070-25, Rev. 07/01, incorporated herein by reference, to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The request shall be made in accordance with Section 479.07(6), Florida Statutes. Form 575-070-25 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(a) The transferee shall certify that written permission of the landowner, or other person in lawful control of the sign site, to maintain the sign on the site in accordance with Section 479.07(2), Florida Statutes, has been secured.

(b) Transfer requests will not be processed without payment of permit fees in the amount necessary to prevent permit expiration, if the transferee and transferor are on different billing cycles.

(c) If a transfer of permit is made when the permit is in violation of Chapter 479, Florida Statutes, or in violation of this rule chapter, or if a revocation proceeding is pending, the permit is subject to conditions existing at the time of transfer. The Department's approval of a permit transfer shall not constitute waiver of rights on the part of the Department, nor shall permit transfer in any way prohibit issuance of notices of violation or preclude the Department from revoking the transferee's permit in accordance with Section 479.08, Florida Statutes.

(d) If a transfer of permit is made during the initial 270 days from the date of permit issuance, the permit transferee receives the permit subject to all conditions which were applicable to the original applicant.

(8) Cancellation of Permits. Permit cancellation notification must be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C., on Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference. All canceled tags must be returned to the Department with the certification, or otherwise be accounted for in writing. Pursuant to Section 479.07(8)(b), Florida Statutes, if the sign has not been removed by the former permittee, it shall be removed by the Department and the cost assessed against the former permittee.

(9) Conditional Permit Cancellation. In instances where an applicant requests cancellation of one permit in order to obtain a new permit, the existing permit shall be canceled simultaneously with the issuance of the new permit. If a new permit does not meet current permitting requirements and cannot be issued, the existing permit will not be canceled.

(10) Permits Canceled, or Not Renewed, in Error – Petition for Reinstatement. Pursuant to Section 479.07(8)(b), Florida Statutes, a petition for reinstatement of permits canceled, or not renewed, in error by the permittee shall be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The petition must be in writing, must list the affected permit(s), and must certify that:

(a) The permit was canceled, or not renewed, in error by the permittee;

(b) The permit tag for the canceled or expired permit was returned to the Department or otherwise accounted for;

(c) The sign has not been disassembled; and

(d) The local government has not declared the sign illegal or taken any other action to have it removed.

If the Reinstatement Petition is denied by the Department, a new permit may be issued for a sign only if the sign meets all current permitting requirements. The reinstatement fee is \$200.00 for a sign facing of 200 square feet or less, and \$300.00 for a sign facing greater than 200 square feet.

(11) Pursuant to the criteria set forth in Section 479.105(1)(e), Florida Statutes, the Department may issue a permit for an unpermitted sign, which has been structurally unchanged and continuously maintained for a period of seven or more years.

(12) Where the expansion or relocation of a transportation facility causes a sign to be located in the right of way, or within fifteen feet of the right of way, and the permit holder desires to relocate the sign to a conforming location perpendicular to the roadway from the site of the existing sign, the Department shall allow the relocation of the permitted sign in conformance with the following:

(a) The permit holder must submit a completed application for the relocated sign site in accordance with Section 479.07(3), Florida Statutes.

(b) The Department must determine that the relocated sign site is in conformance with all requirements for permitting.

Specific Authority 334.044(2), 479.02(7) FS. Law Implemented 215.34, 334.044(28), 339.05, 479.01(14), 479.02, 479.04, 479.07, 479.106(5), 479.24 FS. History—(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05.

EXHIBIT D

[RFP and all addendums to be attached]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____ (Seal)

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____ (Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____

LEASE AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
OUTFRONT MEDIA LLC

FOR LOCATION #2A: 4100 S FLAMINGO ROAD AKA LOCATION #2A AKA EASTERN
BILLBOARD ON THE WEST WATER TREATMENT PLANT

THE CITY OF MIRAMAR ("LESSOR"), hereby leases and grants to OUTFRONT Media LLC ("LESSEE") the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property located at: 4100 S FLAMINGO ROAD AKA LOCATION #2A AKA EASTERN BILLBOARD ON THE WEST WATER TREATMENT PLANT (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
LEASE AND DESCRIPTION

The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.

LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for all purposes reasonably necessary for (i) the erection, construction, installation, placing, operating, maintaining, modifying, servicing and removal of the Sign Structure(s), (ii) providing or establishing electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the placement of incidental and ancillary equipment thereon, (iv) relocating the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.

SECTION 3

RENT

3.1 Beginning on the earlier of the Commencement Date, as defined herein, or upon expiration of the 120 day construction period provided for in Section 6.4, LESSEE shall pay to LESSOR as "Rent" an amount equal to the greater of: (i) Three Hundred Thousand Dollars and 00/100 (\$300,000) per Lease Year (the "Minimum Annual Guaranteed Rent"), which shall be payable monthly in advance, or (ii) an amount equal to Thirty-Six Percent (36%) of the Annual Gross Revenue (as defined herein) (the "Percentage Rent"). "Annual Gross Revenue" shall mean all income actually received by LESSEE from the sale of advertising on the Sign Structure(s) during a Lease Year. The Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing on the first anniversary of the Commencement Date. Commencing Lease Years 7 through 10, the Minimum Annual Guaranteed Rent shall increase at a rate of three and one half percent (3.5%) during each such Lease Year, and thereafter, subject to Section 3.2 and 3.3 the Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing Lease Year 11. The Percentage Rent shall be calculated at the end of each Lease Year. In the event that the Percentage Rent exceeds the Minimum Annual Guaranteed Rent for such Lease Year, LESSEE shall pay to LESSOR the difference between the Percentage Rent and the Minimum Annual Guaranteed Rent within sixty (60) days after the end of such Lease Year (the "True-Up Payment"). The True-Up Payment shall be accompanied by a full and accurate statement of the Annual Gross Revenue received by LESSEE and the Percentage Rent and True-Up Payment calculations for such Lease Year (the "Annual Report"). Notwithstanding the foregoing, prior to the completion of construction, the Rent shall be Ten and 00/100 (\$10.00) Dollars. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.

3.2 Notwithstanding anything to the contrary contained herein, LESSEE acknowledges and agrees that LESSOR shall have the right to renegotiate the terms and conditions of this Agreement, including but not limited to Minimum Annual Guaranteed Rent and Percentage Rent, exercisable one time only, by providing written notice to LESSEE not less than sixty (60) days prior to the end of Lease Year 10, stating LESSOR's desire to renegotiate the Rent payable by LESSEE to LESSOR for the remainder of the un-expired Term.

3.3 In the event the parties cannot mutually agree to the amount of Minimum Annual Guarantee Rent and Percentage Rent payable hereunder prior to the commencement of Lease Year 11, each party shall appoint its one broker, duly licensed in the State of Florida, and who shall have been active for at least ten (10) years with experience and specific knowledge of the outdoor advertising industry, and each broker shall be a neutral person with no financial or personal interest in the result of this dispute. Each broker shall be appointed within thirty (30) days prior to the commencement of Lease Year 11. The two brokers so appointed by LESSEE and LESSOR shall, within ten (10) days after the date of the appointment of the second broker, agree upon and appoint a third broker who shall be qualified based on the same criteria set forth above, except such broker shall have no affiliation or prior business relationship with either LESSOR or LESSEE. Within ten (10) days after the appointment of the third broker, LESSEE and LESSOR shall submit to the panel of brokers, in writing (and with a copy to each other) what each party believes to be the appropriate Total Fair Market Rent ("FMR") for the Leased Premises for the remainder of the

Term. Within ten (10) days after receipt of the proposed Total FMR, the panel of brokers shall meet and determine (by majority vote) which of the two proposals most accurately establishes the Total FMR, which proposal shall thereupon be adopted by the panel as the Total FMR. Based upon the Total FMR adopted by the brokers in accordance with the immediately preceding sentence, the brokers will decide upon the Rent for the remainder of the Term. The decision of the brokers shall promptly be communicated to LESSOR and LESSEE. If either LESSOR or LESSEE fails to appoint a broker within the time period specified in this Section, the broker appointed by one of them shall constitute the sole broker, and shall alone make the determination of which proposal most accurately establishes the Total FMR (and notify LESSOR and LESSEE thereof). Each party shall pay the fees and expenses of the one of the two original brokers appointed by or for such party, and the fees and expenses of the third broker and all other expenses (not including the attorney's fees, witness fees and similar expenses of the parties which shall be borne separately by each of the parties) of the arbitration shall be borne by the parties equally. In the event the parties cannot mutually agree to the amount of Rent payable hereunder prior to the commencement of Lease Year 11, either party shall have the right to terminate this Lease, and LESSOR shall refund to LESSEE any Rent paid in advance for the remainder of the un-expired Term.

3.4 It is acknowledged by the parties that the Rent payments herein are predicated on **monthly** installments. Should the provisions of Section 5 become operative, or the Term of this Lease commences on some day other than the first of the month, all Minimum Annual Guaranteed Rent payments required hereunder shall be prorated based upon a thirty (30) day month.

3.5 As an inducement to enter into this Lease, LESSEE shall pay to LESSOR an amount of Three Hundred Thousand Dollars and 00/100 (\$300,000) ("Bonus"). The total Bonus amount shall be held in an escrow account by Weiss Serota Helfman Cole & Bierman, P.L., which shall be payable as follows:

- (i) Within ten (10) days after the execution of this Agreement, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$75,000), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is unable to obtain any Permits (as such term is defined in Section 6.1 below) or any other approvals required by a governmental authority having jurisdiction over the Sign Structure(s) ("Approvals") within the one (1) year period after the full execution of this Agreement;
- (ii) Within thirty (30) days after the date that all Permits and Approvals have been issued (without condition) to LESSEE, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$75,000), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is prevented from, or unable to, construct the Sign Structure(s) for any reason outside of its control within the one (1) year period immediately following the date all Permits and Approvals have been issued (without condition) to LESSEE; and
- (iii) Within thirty (30) days after the Sign Structure(s) have been fully constructed on the Leased Premises, are operational and legally ready to accept third party advertising, and LESSOR's final inspection/final approval thereof has been completed and the Commencement Date has occurred, LESSEE shall pay LESSOR an amount equal to 50% of the Bonus (\$150,000).

Conflicting Demands. If conflicting or adverse claims or demands are made or notices served upon Weiss Serota Helfman Cole & Bierman, P.L. ("Escrow Agent") with respect to the escrow provided for herein, each of LESSOR and LESSEE agree that Escrow Agent shall be entitled to refuse to comply with any such claim or demand and to withhold and stop all further performance of this escrow so long as such disagreement shall continue. In so doing, Escrow Agent shall not be or become liable for damages, losses, expenses or interest to LESSOR, LESSEE or any other person for its failure to comply with such conflicting or adverse demands. Escrow Agent shall be entitled to continue to so refrain and refuse to so act until: (a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction and venue over the parties and/or the documents, instruments or funds involved herein or affected hereby; and/or (b) Escrow Agent shall have received an executed copy of a dispositive settlement agreement or other written agreement or instructions to which LESSOR, LESSEE and all other adverse claimants, if any, are parties and signatories. Escrow Agent also may elect to commence an interpleader or other action for declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and may deposit with a court the Bonus held hereunder; following which actions Escrow Agent shall be relieved and discharged from any further duties and obligations under this Section 3.5.

3.6 As an inducement to enter into this Lease, LESSEE agrees to make an annual charitable donation to a community engagement cultural arts fund (the "Cultural Fund") for Youth Programs in the amount of Four Thousand Dollars and 00/100 (\$4,000.00), (the "Charitable Donation"). The Charitable Donation shall be made by check delivered by LESSEE to the Cultural Fund within three (3) days after the Commencement Date, and at the commencement of each Lease Year thereafter, unless the Cultural Fund becomes inactive, files for bankruptcy or other protection from creditors or is otherwise dissolved, in which event, LESSEE's obligation to make a Cultural Fund shall be deemed null and void.

SECTION 4 **TERM OF AGREEMENT**

4.1 This Lease shall be effective as of the date of execution. The initial term of this Lease shall be for a period of twenty (20) year(s) commencing on the first day of the calendar month immediately following the date on which final inspection (or equivalent) is issued (the "Commencement Date"). This Lease may be renewed, upon mutual agreement of the Parties, for Two (2) successive FIVE (5) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless otherwise terminated by LESSOR as provided herein. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term." Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year."

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 LESSOR shall have the right to terminate the Lease Agreement, as set forth below in Section 5.3.

5.2 In the event LESSEE reasonably determines; (a) LESSEE is unable to secure or maintain any required Permit or license from any appropriate governmental authority; (b)

federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially damaged or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (f) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (g) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the Rent until the issues with "a" through "g" above are cured, and/or terminate this Lease upon thirty (30) days' notice in writing to LESSOR and LESSOR shall refund to LESSEE any Minimum Annual Guaranteed Rent paid in advance for the remainder of the un-expired Term.

5.3 It is mutually covenanted, and this Agreement is made upon the condition that the occurrence of any of the following shall be deemed an event of default (an "Event of Default"):

- (a) If the Rent or other sums which LESSEE herein agrees to pay, or any part thereof, shall remain unpaid for a period of ten (10) days after LESSEE's receipt of written notice;
- (b) If either party fails to comply in any material respect with any of the other terms, agreements, conditions or covenants herein contained that is such party's obligation, and such failure continues for a period of thirty (30) days after its receipt of written notice from the non-defaulting party; or
- (c) In the event either party files a petition for bankruptcy or insolvency, or a court ordered reorganization of such party, and such action is not stayed or dismissed within sixty (60) days after the date of filing.

Upon the occurrence of an Event of Default, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within the time frame set forth above; provided, however that, for any non-monetary default, if a cure cannot reasonably be effected in such thirty (30) days, the defaulting party may continue such cure past thirty (30) days from notice provided it commences such cure within thirty (30) days from notice and pursues such cure to completion. If either party fails to cure an Event of Default in accordance with the foregoing, the non-defaulting party may declare the Agreement terminated, and LESSOR may exercise all rights of entry or reentry upon said Leased Premises, in addition to any other remedy available at law or in equity.

5.4 The termination of this Agreement under Section 5.1, 5.2 or 5.3 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6

PERMITS; CONSTRUCTION OF SIGN STRUCTURES

6.1 *Permits.* LESSOR warrants that LESSOR is the owner of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary

applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE, including, without limitation, any and all permits required by the Florida Department of Transportation ("FDOT") (collectively, the "Permits"). LESSOR shall reasonably cooperate with LESSEE to obtain Permits and any other applicable governmental agency for installation, construction, maintenance and removal of the Sign Structures, provided that LESSOR shall incur no costs in connection therewith. Subject to the foregoing, LESSEE shall be solely responsible for obtaining any and all permits, approvals, waivers, and releases required, or any other requirement necessary to use the Leased Premises. LESSEE agrees that once the Permits are obtained to construct the Sign Structures, LESSEE shall use its commercially reasonable efforts to maintain and/or, to the extent required by applicable law, take all commercially reasonable steps necessary to renew those Permits during the Term of this Agreement.

6.2 *Notice to Proceed.* Subject to Section 6.3 below, LESSEE shall promptly commence work to obtain the Permits. The Community and Economic Development Director ("CED Director") shall facilitate access to the Leased Premises.

6.3 *Final Plans and Specifications.* LESSEE shall submit its final plans and specifications for the Sign Structures (the "Final Plans and Specifications") to the CED Director prior to submitting Permit applications. The final design and height, final plans and specifications, and location on Leased Premises for the Sign Structures shall be approved in writing by LESSOR within fifteen (15) business days after its receipt of LESSEE's submission of such plans and specifications, which approval shall not unreasonably be withheld, delayed, or conditioned. If, as applicable, LESSOR disapproves of the Final Plans and Specifications, LESSOR shall provide notice of disapproval of the Final Plans and Specifications in writing to LESSEE within such fifteen (15) day period, specifying the reasons upon which the rejection is based, and LESSEE shall resubmit revised Final Plans and Specifications to LESSOR for approval in accordance with the above procedure. LESSOR'S review of the Final Plans and Specifications are for its sole purpose, and LESSOR shall not be responsible for quality, design, Code compliance, or other matters, and LESSOR shall have no liability whatsoever in connection therewith or for any omissions or errors in the Plans and Specifications. The LESSOR-approved Final Plans and Specifications shall be the "Approved Plans and Specifications."

6.4 *Construction.* In accordance with the Permits and Approved Plans and Specifications, LESSEE shall commence promptly and proceed diligently to complete construction of the Sign Structures. All such construction or installation of the Sign Structures shall be undertaken by LESSEE at no cost to LESSOR. Construction of the Sign Structures shall be completed within 120 days of issuance of the Permits, except that LESSEE shall not be deemed in default of this Section 6.4 if any delay is outside of LESSEE's control, such as the occurrence of a hurricane and/or imposition of a ban and/or extreme tariffs on foreign steel. Final inspection shall be conducted by an inspector with the relevant skills, knowledge, and ability for inspecting billboards.

SECTION 7

REPAIRS, ALTERATIONS, AND ADDITIONS

LESSEE shall at its sole cost, keep and maintain the Leased Premises, Sign Structure, all advertising thereon and appurtenances thereto and every part thereof in good order,

condition, and repair (ordinary wear and tear excepted), and in accordance with the highest industry standards for similar display structures. LESSOR shall not be required to repair or maintain any portion of the Leased Premises or Sign Structures.

Following installation/construction of the Sign Structures in accordance with this Agreement, LESSEE may make structural alterations and additions to the Leased Premises only with prior written approval of LESSOR. Such approval by LESSOR may be given in its sole and absolute discretion.

SECTION 8 **INDEMNIFICATION**

LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises. LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from and against any and all penalties, liabilities, damages, and charges (including without limitation, reasonable attorneys' fees and legal expenses incurred by LESSOR in connection with such penalties, liabilities, damages, or charges and proceedings) imposed or sought to be imposed on or involving LESSOR for any violation of any laws, ordinances, or regulations applicable to LESSEE'S use of the Leased Premises. Nothing in this Agreement shall be deemed or treated as a waiver by LESSOR of any immunity to which it is entitled by law, including but not limited to LESSOR'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

LESSEE shall, at no cost to LESSOR, obtain, maintain, and cause to be in effect at all times from the date of execution of this Agreement to the later of (i) the last day of the Term, or (ii) the last day LESSEE is (A) in possession of the Leased Premises or (B) has the right of possession of the Leased Premises, the types and amounts of insurance specified in Exhibit B, attached hereto.

SECTION 10 **TITLE TO IMPROVEMENTS**

This agreement is a Lease (not a license). During the Term of this Agreement, the Sign Structure(s) on the Leased Premises and all sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor and any and all Permits related thereto shall at all times remain the property of LESSEE. LESSEE shall have the right to remove the digital billboard panels at any time during the Term of the Lease (as the same may be extended), with prior written approval from LESSOR. LESSEE shall have right to remove, at its own cost, all sign(s), digital billboard panels, improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor (other than the Sign Structure(s)) and any and all Permits related thereto for a reasonable amount of time after the expiration or termination of

the Lease. The future existence of the Sign Structure(s) and all below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove any sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor or any of the Permits related thereto from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation. Upon expiration of or earlier Termination of the Lease Agreement, LESSEE shall, without any compensation, surrender the billboards structures on the Leased Premises to LESSOR and LESSOR shall own the billboards structures. LESSEE agrees to clean and leave the Leased Premises in good condition (ordinary wear and tear excepted).

SECTION 11

EMINENT DOMAIN

In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Leased Premises; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition; provided that the same shall not diminish or delay LESSOR's award of damages or other compensation with respect to the Property. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

SECTION 12

ELECTRICITY

LESSEE shall pay for all electrical power consumed by the Sign Structure(s).

SECTION 13

VISIBILITY

LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/hers/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Leased Premises, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s)

SECTION 14
FDOT REGULATIONS

Notwithstanding anything to the contrary contained in the sign ordinance, the parties acknowledge and agree that the vegetation requirements, and the height and lighting of the Sign Structure(s) shall only be required to comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached hereto as Exhibit C, provided that the interval of copy change on any sign face on the Sign Structure(s) shall be no more frequent than one (1) change every eight (8) seconds

SECTION 15
NON-EXCLUSIVE

LESSEE acknowledges and agrees that LESSEE does not have any right with respect to outdoor advertising on any other property of LESSOR. LESSOR shall have the right to permit others to engage in outdoor advertising at any location other than the Property, provided that LESSOR shall not have the right to erect structures which obstruct the visibility of the Sign Structures. The Parties acknowledge and agree that this provision shall not apply to the four (4) leases contemplated to be executed concurrently with this Lease.

SECTION 16
LESSOR USE OF ADVERTISING SPACE AND TIME

LESSEE will provide from time to time as and when requested in advance in writing by LESSOR, the right to display LESSOR prepared and approved advertisements for City-sponsored events ("City Advertisement") on the Sign Structure(s), within the City of Miramar (the "City") and within other major media markets throughout the United States, with a "minimum retail value" of no less than \$20,000.00 per Lease Year, at no cost to LESSOR. LESSOR agrees that LESSEE may remove any City Advertisement promptly upon LESSEE securing a revenue producing advertisement for the Sign Structure(s). At the end of each Lease Year, LESSEE shall provide LESSOR documentation showing the retail value expended on City Advertisements for that Lease Year. If the annual \$20,000.00 minimum retail value is not achieved during any Lease Year, the unused portion thereof will not rollover to the following year, and will be deemed abandoned.

Any such City Advertisements shall be strictly for the benefit of the City, and shall not include the names or logos of any third-party businesses or sponsors. If after posting a City Advertisement any third party asserts that said advertisement is defamatory or infringes on any copyright, trademark or other intellectual property or privacy right, or if adverse publicity results therefrom, LESSEE shall have the right to remove the City Advertisement, and to discontinue the display of the City Advertisement until such time as the City shall supply a new, or designates a previous, City Advertisement To be eligible to take advantage of this opportunity, LESSOR shall provide LESSEE, in advance with the artwork/design/graphics for the City Advertisement. The City Advertisements will be displayed on the Sign Structure(s) at no cost to LESSOR.

LESSOR'S Office of Marketing and Public Relations shall prepare City Advertisements,

which shall meet LESSEE'S specifications, and provide them to LESSEE. LESSEE shall display City Advertisements within five (5) days of receipt of the City Advertisement from LESSOR. For purposes of this paragraph, LESSOR'S contact person shall be the Office of Marketing and Public Relations at 954-602-3147, and LESSEE'S contact person shall be Chris Ashley at 954-971-2995.

On a space available basis, from time to time as and when requested in advance in writing by LESSOR, LESSEE will allow LESSOR to post public service announcements on the Sign Structure(s) ("PSAs").

SECTION 17 **FAVORED NATIONS CLAUSE**

In the event that LESSEE is granted an agreement pursuant to a Request for Proposal or similar competitive process, for a billboard, pursuant to which LESSEE has agreed to pay to any other incorporated municipalities within Broward County a higher rent than the Rent currently payable to LESSOR pursuant to the terms and conditions this Lease, LESSEE shall notify Lessor in writing and LESSOR shall be entitled to receive the such higher Rental amount effective on the first day of the month immediately following the date of LESSEE's written notice to LESSOR under this Section 17. The adjusted Rent shall not be retroactive. The parties acknowledge and agree that this covenant shall at all times exclude unincorporated Broward County, the City of Ft. Lauderdale, the City of Pompano Beach, lands owned/operated by the Seminole Tribe of Florida, and Broward County Aviation.

SECTION 18 **ADDITIONAL LOCATIONS**

LESSEE may propose other prime areas for future locations within the City for another Sign Structure, subject to zoning restrictions. LESSOR shall have the sole right to determine whether the proposed location for another Sign Structure is suitable, taking into consideration such factors as visibility, size of sign or foundation, and compatibility with on-site and nearby land use potential environmental effects.

SECTION 19 **LESSOR OWNERSHIP REPRESENTATIONS**

LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the Rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of Rent until LESSEE has been fully reimbursed for such payments, interests and fees.

SECTION 20
TAXES AND ASSESSMENTS

LESSEE agrees to pay all lawful taxes, assessments, or charges, which during the Term may become a lien or be levied by the state, county, city, or any other tax or assessment levying body upon the Sign Structure or any possessory right which LESSEE may have in or to said Sign Structure.

SECTION 21
PERMITTED USES

The Leased Premises shall be used solely for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S Sign Structures. LESSEE, may with prior written approval from LESSOR, add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.

SECTION 22
ADVERTISING STANDARDS

LESSEE agrees to display on the Sign Structures commercial advertisements in compliance with the following advertising standards and requirements ("Advertising Standards"):

- No advertisements promoting the sale or use guns/firearms, or tobacco.
- No advertisements promoting the sale of alcohol within 500 feet of a church, school, or playground.
- No advertisements or public service announcements (other than City Advertisements or PSAs) shall be accepted by LESSEE for display, which is to the knowledge of LESSEE:
 - Clearly defamatory; or
 - Obscene or pornographic according to local community standards; or
 - In advocacy of unlawful violent action.
- Advertisements of a political or editorial or election nature, either for a specific candidate(s) or an issue(s), are to comply with Florida campaign laws

LESSOR may revise the Advertising Standards from time to time, and any such changes shall only be binding upon LESSEE if mutually agreed to in advance in writing. The Parties recognize and acknowledge that LESSOR is implementing the Advertising Standards as a landlord of LESSOR'S property under its proprietary powers, and that the provisions hereof in no way affects the LESSOR'S powers to regulate advertising, billboards, or related matters under its independent regulatory powers. LESSOR may request removal of an advertisement if LESSOR reasonably determines that such advertisement violates the Advertising Standards. LESSEE shall use its best efforts to remove such advertisement within three (3) days of receiving LESSOR'S request for removal.

SECTION 23

FIRST REFUSAL

LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.

SECTION 24 **SURRENDER AND HOLDOVER**

LESSEE covenants that at the expiration or any earlier termination of the Term of this Agreement for any reason, or any holding over that LESSOR has otherwise objected to, LESSEE will quit and surrender said Leased Premises in good condition (ordinary wear and tear excepted). Upon expiration or earlier termination of this Agreement, all rights associated with the Leased Premises shall revert back to LESSOR and LESSEE shall have no further rights, remedies, or obligations under this Agreement with respect to the Leased Premises, other than as set forth in Section 10 above. Further, LESSOR shall have the sole and exclusive right to enter into a new agreement with LESSEE or with another company that is in the business of outdoor advertising with respect to the Property, Sign Structures, or any portion thereof, and LESSEE agrees that it shall have no claim, right, or option for the Property.

If LESSOR has not otherwise objected to LESSEE'S holding over the use of said Leased Premises after the Term of this Agreement has terminated in any manner, such holding over shall be deemed merely a hold from month-to-month on the same terms and conditions as provided herein except as follows: During any holdover period, LESSEE shall pay LESSOR monthly rental equal to the prorated Minimum Annual Guaranteed Rent for the month immediately preceding the holdover period and Percentage Rent. In addition, LESSOR, upon thirty (30) day's written notice to LESSEE, may change any of the other terms and conditions of the holding over.

SECTION 25 **RECORDATION**

Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any) execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.

SECTION 26 **LEASE DOCUMENTS**

This Agreement is subject to the terms, conditions, and requirements set forth and described in Request For Proposal 19-05-24 and all addendums thereto as of the date of this Lease ("RFP"), attached hereto as Exhibit D, and any subsequently negotiated changes to

same. In the case of any conflict between the RFP, this Agreement, or any amendment/addendum issued, the order of precedence shall be: the last amendment/addendum issued, this Agreement, and then the RFP.

SECTION 27

AUDIT AND INSPECTION RIGHTS

No more than once per Lease Year, upon not less than fourteen (14) business days prior written notice to LESSEE, LESSOR may, at its sole cost and expense, audit, or cause to be audited, those books and records of LESSEE which are solely related to revenue generated under this Agreement during the immediately preceding Lease Year (the "Records"). Any such audit shall be conducted at LESSEE's offices where such Records are kept, during regular working hours. Neither LESSOR nor its auditor shall remove the Records from LESSEE's office and shall, subject to Chapter 119, Florida Statutes, keep all terms of the Records confidential. This confidentiality obligation shall survive the expiration or termination of the Lease. LESSEE agrees to maintain all such Records for a period of three years after final payment is made under this Agreement.

SECTION 28

SCRUTINIZED COMPANIES

28.1 LESSEE certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE or its subcontractors are found to have submitted a false certification; or if LESSEE, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

28.2 If this Agreement is for more than one million dollars, LESSEE certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE, its affiliates, or its subcontractors are found to have submitted a false certification; or if LESSEE, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

28.3 LESSEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

28.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 29

AGREEMENT, AMENDMENTS, AND ASSIGNMENT

29.1 This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises.

29.2 This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE. No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

29.3 This Lease shall be binding upon successors and assigns of the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof without consent of the LESSOR, which shall not be unreasonably withheld, conditioned or delayed. This Section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction. LESSEE shall not sublease this Agreement.

SECTION 30 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 31 **NOTICES**

All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto, which must be given by written notice, shall be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. Rent payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below, such new forwarding address shall not be effective until forty-five (45) days after LESSEE's receipt of such notice from LESSOR. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR LESSEE: _____

Chris Ashley
OUTFRONT Media LLC
2640 NW 17th Lane
Pompano Beach, FL 33064

FOR LESSOR:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242

SECTION 32
PUBLIC RECORDS

The parties acknowledge that this agreement is subject to Chapter 119, Florida Statutes.

SECTION 33
COVENANT AGAINST CONTINGENT FEES

LESSEE agrees that it has not employed or retained any person or company employed by LESSOR to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, LESSOR shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 34
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 35
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 36
JOINT PREPARATION

LESSOR and LESSEE acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 37
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LESSOR, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by LESSEE, by and through its _____¹, attested to and duly authorized to execute same.

LESSOR

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 2019

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

LESSEE

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Date: _____

By: _____

¹ Who will be executing this Lease on behalf of OUTFRONT?

EXHIBIT A

The "Leased Premises" shall consist of an approximate area within the "Billboard Zone" identified on this Exhibit and made a part hereof, where the supporting structure of the Sign Structure is affixed to the Property and the airspace above the same. The parties hereto shall agree upon a more specific location within SIXTY (60) days of the date hereof. Once a specific location is agreed upon, this Exhibit A shall be replaced with a mutually agreeable formal survey.

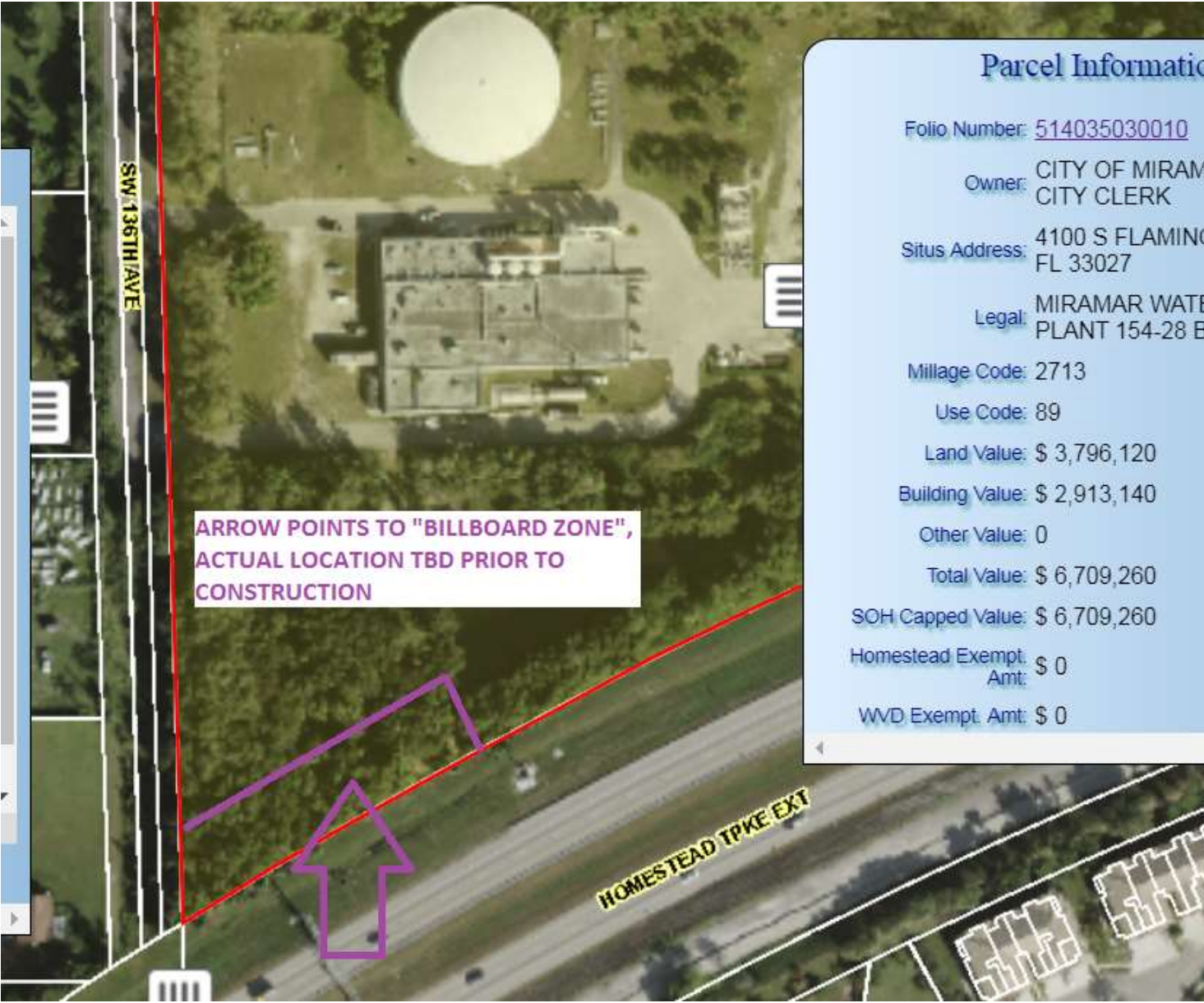


EXHIBIT "B"**INSURANCE REQUIREMENTS**

INSURANCE - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable) and workers' compensation (where applicable) and in an amount acceptable to the City's Risk Manager.

Limits of Insurance - Contractors shall maintain the following limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 per occurrence, personal injury and advertising injury liability \$1,000,000; general aggregate \$2,000,000.
3. Workers' Compensation: Per statutory requirement.

Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, until at least 30 calendar days' written notice has been given to the City.

EXHIBIT C

14-10.004 Permits.

(1) An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, incorporated herein by reference, to the address listed in subsection 14-10.003(2), F.A.C. Applications may be obtained from the State Outdoor Advertising License and Permit Office.

(a) The applicant shall submit separate instruments of payment for each application for a new permit, in order to avoid denial of multiple applications for one application being denied.

(b) Prior to issuing any permit, the Department will inspect the proposed sign site to assure compliance with Chapter 479, Florida Statutes, and this rule chapter. To ensure that the site inspected is the same specified in the application, the applicant shall mark the proposed sign site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed from the time of submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on permit applications in order of the date of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fee has been submitted. All information provided on the application by the applicant must be certified as being true and correct.

2. Applications containing incorrect information will be denied.

3. Incomplete permit applications will be returned to the applicant along with any permit fees which were submitted with the application.

4. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

5. The written statement from the landowner required by Section 479.07(3)(b), Florida Statutes, must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

a. Identify the property on which the sign is to be located;

b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;

c. Grant the permission to or on behalf of the applicant; and

d. Authorize placement of the sign on the subject property.

(d) Complete applications will be either approved or denied within 30 calendar days of receipt by the Department, unless an earlier application for that site or a competing site is under review, or the application falls within paragraph (g) or (h), below. If denied, the application will remain in a pending status until the time to request an administrative hearing has elapsed. If a hearing is requested, the application shall remain in a pending status until time to request an appeal of a final order has elapsed. If an appeal is taken, the application will remain in a pending status until mandate is issued by the appellate court. Subsequent applications for competing sites shall be held without action until the pending status of the earlier application is resolved.

(e) If an application is approved, all subsequently received applications for competing sites shall be denied.

(f) For purposes of paragraph (c), above, when a valid permit is being conditionally canceled pursuant to subsection 14-10.004(9), F.A.C., the Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference, and Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, must be submitted simultaneously to the Department. Form 575-070-12 may be obtained from the address listed in subsection 14-10.003(2), F.A.C. The date the Department receives the cancellation and complete application documents shall be considered the date the application is received.

(g) When a permit application is received for a new sign site requiring vegetation management pursuant to Section 479.106, Florida Statutes, the permit application will not be considered complete until the applicant has been issued a vegetation management permit by the Department and has removed two nonconforming signs, which the Department has approved as meeting the requirements of Section 479.106(5), Florida Statutes.

(h) Applications for permits for locations which conflict with the location of an expired or canceled permit will not be processed until the sign for which the expired or canceled permit was issued is removed, unless a permit is being canceled as a condition for issuance of a new permit.

(i) A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation required by Rule 14-40.030, F.A.C., and Section 479.106(7), Florida Statutes, have been accomplished and the applicant has identified two nonconforming signs for surrender in accordance with Section 479.106(5), Florida Statutes.

(2) A permit shall be granted for an automatic changeable facing provided:

(a) The static display time for each message is a minimum of six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds;

(c) The change of message occurs simultaneously for the entire sign face; and

(d) The application meets all other permitting requirements.

Any such sign shall contain a default design that will hold the face of the sign in one position if a malfunction occurs.

(3) Notwithstanding any other provisions of this rule chapter, an outdoor advertising sign existing at a location which previously was not subject to the permitting requirements of this chapter, but which has become subject to the requirements of this chapter due to changes in the jurisdictional designation of highways, shall be granted a state permit in accordance with the process outlined below:

(a) The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

(b) Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

(c) When the Department is unable to provide the advance notice referenced in paragraph (a), above, the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice that the change in jurisdiction has become effective to submit an application for a sign permit.

(d) The Department shall issue an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, to the sign owner upon receipt of a complete Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, together with all items required by Section 479.07(3)(b), Florida Statutes. For existing signs, the written statement required by Section 479.07(3)(b), Florida Statutes, shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except in cases where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in writing that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

(4) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all owners of outdoor advertising permits on the affected roadway. The notice will advise permit holders of the Department's intent to revoke the permits, and will include a statement of the recipient's right to appeal the Department's action.

(5) When a controlled road or any portion of a controlled road is designated as a scenic highway or scenic byway pursuant to Section 335.093, Florida Statutes, new permits will not be issued for outdoor advertising signs visible from the portion of the highway designated as a scenic highway or byway.

(6) Posting of Tags. The permanent metal permit tag issued by the Department must be posted by the permittee at the sign site within 30 calendar days of issuance, and must remain in place at all times, whether or not a sign has been erected. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 07/01, incorporated herein by reference, and shall include a replacement fee of \$3.00 per tag. Form 575-070-01 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(7) Transfer of Permits. Authorization to transfer a permit shall be submitted on Outdoor Advertising Permit Transfer Request, Form 575-070-25, Rev. 07/01, incorporated herein by reference, to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The request shall be made in accordance with Section 479.07(6), Florida Statutes. Form 575-070-25 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(a) The transferee shall certify that written permission of the landowner, or other person in lawful control of the sign site, to maintain the sign on the site in accordance with Section 479.07(2), Florida Statutes, has been secured.

(b) Transfer requests will not be processed without payment of permit fees in the amount necessary to prevent permit expiration, if the transferee and transferor are on different billing cycles.

(c) If a transfer of permit is made when the permit is in violation of Chapter 479, Florida Statutes, or in violation of this rule chapter, or if a revocation proceeding is pending, the permit is subject to conditions existing at the time of transfer. The Department's approval of a permit transfer shall not constitute waiver of rights on the part of the Department, nor shall permit transfer in any way prohibit issuance of notices of violation or preclude the Department from revoking the transferee's permit in accordance with Section 479.08, Florida Statutes.

(d) If a transfer of permit is made during the initial 270 days from the date of permit issuance, the permit transferee receives the permit subject to all conditions which were applicable to the original applicant.

(8) Cancellation of Permits. Permit cancellation notification must be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C., on Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference. All canceled tags must be returned to the Department with the certification, or otherwise be accounted for in writing. Pursuant to Section 479.07(8)(b), Florida Statutes, if the sign has not been removed by the former permittee, it shall be removed by the Department and the cost assessed against the former permittee.

(9) Conditional Permit Cancellation. In instances where an applicant requests cancellation of one permit in order to obtain a new permit, the existing permit shall be canceled simultaneously with the issuance of the new permit. If a new permit does not meet current permitting requirements and cannot be issued, the existing permit will not be canceled.

(10) Permits Canceled, or Not Renewed, in Error – Petition for Reinstatement. Pursuant to Section 479.07(8)(b), Florida Statutes, a petition for reinstatement of permits canceled, or not renewed, in error by the permittee shall be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The petition must be in writing, must list the affected permit(s), and must certify that:

(a) The permit was canceled, or not renewed, in error by the permittee;

(b) The permit tag for the canceled or expired permit was returned to the Department or otherwise accounted for;

(c) The sign has not been disassembled; and

(d) The local government has not declared the sign illegal or taken any other action to have it removed.

If the Reinstatement Petition is denied by the Department, a new permit may be issued for a sign only if the sign meets all current permitting requirements. The reinstatement fee is \$200.00 for a sign facing of 200 square feet or less, and \$300.00 for a sign facing greater than 200 square feet.

(11) Pursuant to the criteria set forth in Section 479.105(1)(e), Florida Statutes, the Department may issue a permit for an unpermitted sign, which has been structurally unchanged and continuously maintained for a period of seven or more years.

(12) Where the expansion or relocation of a transportation facility causes a sign to be located in the right of way, or within fifteen feet of the right of way, and the permit holder desires to relocate the sign to a conforming location perpendicular to the roadway from the site of the existing sign, the Department shall allow the relocation of the permitted sign in conformance with the following:

(a) The permit holder must submit a completed application for the relocated sign site in accordance with Section 479.07(3), Florida Statutes.

(b) The Department must determine that the relocated sign site is in conformance with all requirements for permitting.

Specific Authority 334.044(2), 479.02(7) FS. Law Implemented 215.34, 334.044(28), 339.05, 479.01(14), 479.02, 479.04, 479.07, 479.106(5), 479.24 FS. History—(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05.

EXHIBIT D

[RFP and all addendums to be attached]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____ (Seal)

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____ (Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____

LEASE AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
OUTFRONT MEDIA LLC

FOR LOCATION #2B: 4100 S FLAMINGO ROAD AKA LOCATION #2A AKA WESTERN
BILLBOARD ON THE WEST WATER TREATMENT PLANT

THE CITY OF MIRAMAR ("LESSOR"), hereby leases and grants to OUTFRONT Media LLC ("LESSEE") the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property located at: 4100 S FLAMINGO ROAD AKA LOCATION #2A AKA WESTERN BILLBOARD ON THE WEST WATER TREATMENT PLANT (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
LEASE AND DESCRIPTION

The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.

LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for all purposes reasonably necessary for (i) the erection, construction, installation, placing, operating, maintaining, modifying, servicing and removal of the Sign Structure(s), (ii) providing or establishing electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the placement of incidental and ancillary equipment thereon, (iv) relocating the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.

SECTION 3

RENT

3.1 Beginning on the earlier of the Commencement Date, as defined herein, or upon expiration of the 120 day construction period provided for in Section 6.4, LESSEE shall pay to LESSOR as "Rent" an amount equal to the greater of: (i) Three Hundred Thousand Dollars and 00/100 (\$300,000) per Lease Year (the "Minimum Annual Guaranteed Rent"), which shall be payable monthly in advance, or (ii) an amount equal to Thirty-Six Percent (36%) of the Annual Gross Revenue (as defined herein) (the "Percentage Rent"). "Annual Gross Revenue" shall mean all income actually received by LESSEE from the sale of advertising on the Sign Structure(s) during a Lease Year. The Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing on the first anniversary of the Commencement Date. Commencing Lease Years 7 through 10, the Minimum Annual Guaranteed Rent shall increase at a rate of three and one half percent (3.5%) during each such Lease Year, and thereafter, subject to Section 3.2 and 3.3 the Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing Lease Year 11. The Percentage Rent shall be calculated at the end of each Lease Year. In the event that the Percentage Rent exceeds the Minimum Annual Guaranteed Rent for such Lease Year, LESSEE shall pay to LESSOR the difference between the Percentage Rent and the Minimum Annual Guaranteed Rent within sixty (60) days after the end of such Lease Year (the "True-Up Payment"). The True-Up Payment shall be accompanied by a full and accurate statement of the Annual Gross Revenue received by LESSEE and the Percentage Rent and True-Up Payment calculations for such Lease Year (the "Annual Report"). Notwithstanding the foregoing, prior to the completion of construction, the Rent shall be Ten and 00/100 (\$10.00) Dollars. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.

3.2 Notwithstanding anything to the contrary contained herein, LESSEE acknowledges and agrees that LESSOR shall have the right to renegotiate the terms and conditions of this Agreement, including but not limited to Minimum Annual Guaranteed Rent and Percentage Rent, exercisable one time only, by providing written notice to LESSEE not less than sixty (60) days prior to the end of Lease Year 10, stating LESSOR's desire to renegotiate the Rent payable by LESSEE to LESSOR for the remainder of the un-expired Term.

3.3 In the event the parties cannot mutually agree to the amount of Minimum Annual Guarantee Rent and Percentage Rent payable hereunder prior to the commencement of Lease Year 11, each party shall appoint its one broker, duly licensed in the State of Florida, and who shall have been active for at least ten (10) years with experience and specific knowledge of the outdoor advertising industry, and each broker shall be a neutral person with no financial or personal interest in the result of this dispute. Each broker shall be appointed within thirty (30) days prior to the commencement of Lease Year 11. The two brokers so appointed by LESSEE and LESSOR shall, within ten (10) days after the date of the appointment of the second broker, agree upon and appoint a third broker who shall be qualified based on the same criteria set forth above, except such broker shall have no affiliation or prior business relationship with either LESSOR or LESSEE. Within ten (10) days after the appointment of the third broker, LESSEE and LESSOR shall submit to the panel of brokers, in writing (and with a copy to each other) what each party believes to be the appropriate Total Fair Market Rent ("FMR") for the Leased Premises for the remainder of the

Term. Within ten (10) days after receipt of the proposed Total FMR, the panel of brokers shall meet and determine (by majority vote) which of the two proposals most accurately establishes the Total FMR, which proposal shall thereupon be adopted by the panel as the Total FMR. Based upon the Total FMR adopted by the brokers in accordance with the immediately preceding sentence, the brokers will decide upon the Rent for the remainder of the Term. The decision of the brokers shall promptly be communicated to LESSOR and LESSEE. If either LESSOR or LESSEE fails to appoint a broker within the time period specified in this Section, the broker appointed by one of them shall constitute the sole broker, and shall alone make the determination of which proposal most accurately establishes the Total FMR (and notify LESSOR and LESSEE thereof). Each party shall pay the fees and expenses of the one of the two original brokers appointed by or for such party, and the fees and expenses of the third broker and all other expenses (not including the attorney's fees, witness fees and similar expenses of the parties which shall be borne separately by each of the parties) of the arbitration shall be borne by the parties equally. In the event the parties cannot mutually agree to the amount of Rent payable hereunder prior to the commencement of Lease Year 11, either party shall have the right to terminate this Lease, and LESSOR shall refund to LESSEE any Rent paid in advance for the remainder of the un-expired Term.

3.4 It is acknowledged by the parties that the Rent payments herein are predicated on **monthly** installments. Should the provisions of Section 5 become operative, or the Term of this Lease commences on some day other than the first of the month, all Minimum Annual Guaranteed Rent payments required hereunder shall be prorated based upon a thirty (30) day month.

3.5 As an inducement to enter into this Lease, LESSEE shall pay to LESSOR an amount of Three Hundred Thousand Dollars and 00/100 (\$300,000) ("Bonus"). The total Bonus amount shall be held in an escrow account by Weiss Serota Helfman Cole & Bierman, P.L., which shall be payable as follows:

- (i) Within ten (10) days after the execution of this Agreement, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$75,000), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is unable to obtain any Permits (as such term is defined in Section 6.1 below) or any other approvals required by a governmental authority having jurisdiction over the Sign Structure(s) ("Approvals") within the one (1) year period after the full execution of this Agreement;
- (ii) Within thirty (30) days after the date that all Permits and Approvals have been issued (without condition) to LESSEE, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$75,000), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is prevented from, or unable to, construct the Sign Structure(s) for any reason outside of its control within the one (1) year period immediately following the date all Permits and Approvals have been issued (without condition) to LESSEE; and
- (iii) Within thirty (30) days after the Sign Structure(s) have been fully constructed on the Leased Premises, are operational and legally ready to accept third party advertising, and LESSOR's final inspection/final approval thereof has been completed and the Commencement Date has occurred, LESSEE shall pay LESSOR an amount equal to 50% of the Bonus (\$150,000).

Conflicting Demands. If conflicting or adverse claims or demands are made or notices served upon Weiss Serota Helfman Cole & Bierman, P.L. ("Escrow Agent") with respect to the escrow provided for herein, each of LESSOR and LESSEE agree that Escrow Agent shall be entitled to refuse to comply with any such claim or demand and to withhold and stop all further performance of this escrow so long as such disagreement shall continue. In so doing, Escrow Agent shall not be or become liable for damages, losses, expenses or interest to LESSOR, LESSEE or any other person for its failure to comply with such conflicting or adverse demands. Escrow Agent shall be entitled to continue to so refrain and refuse to so act until: (a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction and venue over the parties and/or the documents, instruments or funds involved herein or affected hereby; and/or (b) Escrow Agent shall have received an executed copy of a dispositive settlement agreement or other written agreement or instructions to which LESSOR, LESSEE and all other adverse claimants, if any, are parties and signatories. Escrow Agent also may elect to commence an interpleader or other action for declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and may deposit with a court the Bonus held hereunder; following which actions Escrow Agent shall be relieved and discharged from any further duties and obligations under this Section 3.5.

3.6 As an inducement to enter into this Lease, LESSEE agrees to make an annual charitable donation to a community engagement cultural arts fund (the "Cultural Fund") for Youth Programs in the amount of Four Thousand Dollars and 00/100 (\$4,000.00), (the "Charitable Donation"). The Charitable Donation shall be made by check delivered by LESSEE to the Cultural Fund within three (3) days after the Commencement Date, and at the commencement of each Lease Year thereafter, unless the Cultural Fund becomes inactive, files for bankruptcy or other protection from creditors or is otherwise dissolved, in which event, LESSEE's obligation to make a Cultural Fund shall be deemed null and void.

SECTION 4 **TERM OF AGREEMENT**

4.1 This Lease shall be effective as of the date of execution. The initial term of this Lease shall be for a period of twenty (20) year(s) commencing on the first day of the calendar month immediately following the date on which final inspection (or equivalent) is issued (the "Commencement Date"). This Lease may be renewed, upon mutual agreement of the Parties, for Two (2) successive FIVE (5) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless otherwise terminated by LESSOR as provided herein. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term." Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year."

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 LESSOR shall have the right to terminate the Lease Agreement, as set forth below in Section 5.3.

5.2 In the event LESSEE reasonably determines; (a) LESSEE is unable to secure or maintain any required Permit or license from any appropriate governmental authority; (b)

federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially damaged or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (f) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (g) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the Rent until the issues with "a" through "g" above are cured, and/or terminate this Lease upon thirty (30) days' notice in writing to LESSOR and LESSOR shall refund to LESSEE any Minimum Annual Guaranteed Rent paid in advance for the remainder of the un-expired Term.

5.3 It is mutually covenanted, and this Agreement is made upon the condition that the occurrence of any of the following shall be deemed an event of default (an "Event of Default"):

- (a) If the Rent or other sums which LESSEE herein agrees to pay, or any part thereof, shall remain unpaid for a period of ten (10) days after LESSEE's receipt of written notice;
- (b) If either party fails to comply in any material respect with any of the other terms, agreements, conditions or covenants herein contained that is such party's obligation, and such failure continues for a period of thirty (30) days after its receipt of written notice from the non-defaulting party; or
- (c) In the event either party files a petition for bankruptcy or insolvency, or a court ordered reorganization of such party, and such action is not stayed or dismissed within sixty (60) days after the date of filing.

Upon the occurrence of an Event of Default, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within the time frame set forth above; provided, however that, for any non-monetary default, if a cure cannot reasonably be effected in such thirty (30) days, the defaulting party may continue such cure past thirty (30) days from notice provided it commences such cure within thirty (30) days from notice and pursues such cure to completion. If either party fails to cure an Event of Default in accordance with the foregoing, the non-defaulting party may declare the Agreement terminated, and LESSOR may exercise all rights of entry or reentry upon said Leased Premises, in addition to any other remedy available at law or in equity.

5.4 The termination of this Agreement under Section 5.1, 5.2 or 5.3 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6

PERMITS; CONSTRUCTION OF SIGN STRUCTURES

6.1 *Permits.* LESSOR warrants that LESSOR is the owner of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary

applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE, including, without limitation, any and all permits required by the Florida Department of Transportation ("FDOT") (collectively, the "Permits"). LESSOR shall reasonably cooperate with LESSEE to obtain Permits and any other applicable governmental agency for installation, construction, maintenance and removal of the Sign Structures, provided that LESSOR shall incur no costs in connection therewith. Subject to the foregoing, LESSEE shall be solely responsible for obtaining any and all permits, approvals, waivers, and releases required, or any other requirement necessary to use the Leased Premises. LESSEE agrees that once the Permits are obtained to construct the Sign Structures, LESSEE shall use its commercially reasonable efforts to maintain and/or, to the extent required by applicable law, take all commercially reasonable steps necessary to renew those Permits during the Term of this Agreement.

6.2 *Notice to Proceed.* Subject to Section 6.3 below, LESSEE shall promptly commence work to obtain the Permits. The Community and Economic Development Director ("CED Director") shall facilitate access to the Leased Premises.

6.3 *Final Plans and Specifications.* LESSEE shall submit its final plans and specifications for the Sign Structures (the "Final Plans and Specifications") to the CED Director prior to submitting Permit applications. The final design and height, final plans and specifications, and location on Leased Premises for the Sign Structures shall be approved in writing by LESSOR within fifteen (15) business days after its receipt of LESSEE's submission of such plans and specifications, which approval shall not unreasonably be withheld, delayed, or conditioned. If, as applicable, LESSOR disapproves of the Final Plans and Specifications, LESSOR shall provide notice of disapproval of the Final Plans and Specifications in writing to LESSEE within such fifteen (15) day period, specifying the reasons upon which the rejection is based, and LESSEE shall resubmit revised Final Plans and Specifications to LESSOR for approval in accordance with the above procedure. LESSOR'S review of the Final Plans and Specifications are for its sole purpose, and LESSOR shall not be responsible for quality, design, Code compliance, or other matters, and LESSOR shall have no liability whatsoever in connection therewith or for any omissions or errors in the Plans and Specifications. The LESSOR-approved Final Plans and Specifications shall be the "Approved Plans and Specifications."

6.4 *Construction.* In accordance with the Permits and Approved Plans and Specifications, LESSEE shall commence promptly and proceed diligently to complete construction of the Sign Structures. All such construction or installation of the Sign Structures shall be undertaken by LESSEE at no cost to LESSOR. Construction of the Sign Structures shall be completed within 120 days of issuance of the Permits, except that LESSEE shall not be deemed in default of this Section 6.4 if any delay is outside of LESSEE's control, such as the occurrence of a hurricane and/or imposition of a ban and/or extreme tariffs on foreign steel. Final inspection shall be conducted by an inspector with the relevant skills, knowledge, and ability for inspecting billboards.

SECTION 7

REPAIRS, ALTERATIONS, AND ADDITIONS

LESSEE shall at its sole cost, keep and maintain the Leased Premises, Sign Structure, all advertising thereon and appurtenances thereto and every part thereof in good order,

condition, and repair (ordinary wear and tear excepted), and in accordance with the highest industry standards for similar display structures. LESSOR shall not be required to repair or maintain any portion of the Leased Premises or Sign Structures.

Following installation/construction of the Sign Structures in accordance with this Agreement, LESSEE may make structural alterations and additions to the Leased Premises only with prior written approval of LESSOR. Such approval by LESSOR may be given in its sole and absolute discretion.

SECTION 8 **INDEMNIFICATION**

LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises. LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from and against any and all penalties, liabilities, damages, and charges (including without limitation, reasonable attorneys' fees and legal expenses incurred by LESSOR in connection with such penalties, liabilities, damages, or charges and proceedings) imposed or sought to be imposed on or involving LESSOR for any violation of any laws, ordinances, or regulations applicable to LESSEE'S use of the Leased Premises. Nothing in this Agreement shall be deemed or treated as a waiver by LESSOR of any immunity to which it is entitled by law, including but not limited to LESSOR'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

LESSEE shall, at no cost to LESSOR, obtain, maintain, and cause to be in effect at all times from the date of execution of this Agreement to the later of (i) the last day of the Term, or (ii) the last day LESSEE is (A) in possession of the Leased Premises or (B) has the right of possession of the Leased Premises, the types and amounts of insurance specified in Exhibit B, attached hereto.

SECTION 10 **TITLE TO IMPROVEMENTS**

This agreement is a Lease (not a license). During the Term of this Agreement, the Sign Structure(s) on the Leased Premises and all sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor and any and all Permits related thereto shall at all times remain the property of LESSEE. LESSEE shall have the right to remove the digital billboard panels at any time during the Term of the Lease (as the same may be extended), with prior written approval from LESSOR. LESSEE shall have right to remove, at its own cost, all sign(s), digital billboard panels, improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor (other than the Sign Structure(s)) and any and all Permits related thereto for a reasonable amount of time after the expiration or termination of

the Lease. The future existence of the Sign Structure(s) and all below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove any sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor or any of the Permits related thereto from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation. Upon expiration of or earlier Termination of the Lease Agreement, LESSEE shall, without any compensation, surrender the billboards structures on the Leased Premises to LESSOR and LESSOR shall own the billboards structures. LESSEE agrees to clean and leave the Leased Premises in good condition (ordinary wear and tear excepted).

SECTION 11

EMINENT DOMAIN

In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Leased Premises; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition; provided that the same shall not diminish or delay LESSOR's award of damages or other compensation with respect to the Property. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

SECTION 12

ELECTRICITY

LESSEE shall pay for all electrical power consumed by the Sign Structure(s).

SECTION 13

VISIBILITY

LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/hers/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Leased Premises, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s)

SECTION 14
FDOT REGULATIONS

Notwithstanding anything to the contrary contained in the sign ordinance, the parties acknowledge and agree that the vegetation requirements, and the height and lighting of the Sign Structure(s) shall only be required to comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached hereto as Exhibit C, provided that the interval of copy change on any sign face on the Sign Structure(s) shall be no more frequent than one (1) change every eight (8) seconds

SECTION 15
NON-EXCLUSIVE

LESSEE acknowledges and agrees that LESSEE does not have any right with respect to outdoor advertising on any other property of LESSOR. LESSOR shall have the right to permit others to engage in outdoor advertising at any location other than the Property, provided that LESSOR shall not have the right to erect structures which obstruct the visibility of the Sign Structures. The Parties acknowledge and agree that this provision shall not apply to the four (4) leases contemplated to be executed concurrently with this Lease.

SECTION 16
LESSOR USE OF ADVERTISING SPACE AND TIME

LESSEE will provide from time to time as and when requested in advance in writing by LESSOR, the right to display LESSOR prepared and approved advertisements for City-sponsored events ("City Advertisement") on the Sign Structure(s), within the City of Miramar (the "City") and within other major media markets throughout the United States, with a "minimum retail value" of no less than \$20,000.00 per Lease Year, at no cost to LESSOR. LESSOR agrees that LESSEE may remove any City Advertisement promptly upon LESSEE securing a revenue producing advertisement for the Sign Structure(s). At the end of each Lease Year, LESSEE shall provide LESSOR documentation showing the retail value expended on City Advertisements for that Lease Year. If the annual \$20,000.00 minimum retail value is not achieved during any Lease Year, the unused portion thereof will not rollover to the following year, and will be deemed abandoned.

Any such City Advertisements shall be strictly for the benefit of the City, and shall not include the names or logos of any third-party businesses or sponsors. If after posting a City Advertisement any third party asserts that said advertisement is defamatory or infringes on any copyright, trademark or other intellectual property or privacy right, or if adverse publicity results therefrom, LESSEE shall have the right to remove the City Advertisement, and to discontinue the display of the City Advertisement until such time as the City shall supply a new, or designates a previous, City Advertisement To be eligible to take advantage of this opportunity, LESSOR shall provide LESSEE, in advance with the artwork/design/graphics for the City Advertisement. The City Advertisements will be displayed on the Sign Structure(s) at no cost to LESSOR.

LESSOR'S Office of Marketing and Public Relations shall prepare City Advertisements,

which shall meet LESSEE'S specifications, and provide them to LESSEE. LESSEE shall display City Advertisements within five (5) days of receipt of the City Advertisement from LESSOR. For purposes of this paragraph, LESSOR'S contact person shall be the Office of Marketing and Public Relations at 954-602-3147, and LESSEE'S contact person shall be Chris Ashley at 954-971-2995.

On a space available basis, from time to time as and when requested in advance in writing by LESSOR, LESSEE will allow LESSOR to post public service announcements on the Sign Structure(s) ("PSAs").

SECTION 17 **FAVORED NATIONS CLAUSE**

In the event that LESSEE is granted an agreement pursuant to a Request for Proposal or similar competitive process, for a billboard, pursuant to which LESSEE has agreed to pay to any other incorporated municipalities within Broward County a higher rent than the Rent currently payable to LESSOR pursuant to the terms and conditions this Lease, LESSEE shall notify Lessor in writing and LESSOR shall be entitled to receive the such higher Rental amount effective on the first day of the month immediately following the date of LESSEE's written notice to LESSOR under this Section 17. The adjusted Rent shall not be retroactive. The parties acknowledge and agree that this covenant shall at all times exclude unincorporated Broward County, the City of Ft. Lauderdale, the City of Pompano Beach, lands owned/operated by the Seminole Tribe of Florida, and Broward County Aviation.

SECTION 18 **ADDITIONAL LOCATIONS**

LESSEE may propose other prime areas for future locations within the City for another Sign Structure, subject to zoning restrictions. LESSOR shall have the sole right to determine whether the proposed location for another Sign Structure is suitable, taking into consideration such factors as visibility, size of sign or foundation, and compatibility with on-site and nearby land use potential environmental effects.

SECTION 19 **LESSOR OWNERSHIP REPRESENTATIONS**

LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the Rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of Rent until LESSEE has been fully reimbursed for such payments, interests and fees.

SECTION 20
TAXES AND ASSESSMENTS

LESSEE agrees to pay all lawful taxes, assessments, or charges, which during the Term may become a lien or be levied by the state, county, city, or any other tax or assessment levying body upon the Sign Structure or any possessory right which LESSEE may have in or to said Sign Structure.

SECTION 21
PERMITTED USES

The Leased Premises shall be used solely for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S Sign Structures. LESSEE, may with prior written approval from LESSOR, add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.

SECTION 22
ADVERTISING STANDARDS

LESSEE agrees to display on the Sign Structures commercial advertisements in compliance with the following advertising standards and requirements ("Advertising Standards"):

- No advertisements promoting the sale or use guns/firearms, or tobacco.
- No advertisements promoting the sale of alcohol within 500 feet of a church, school, or playground.
- No advertisements or public service announcements (other than City Advertisements or PSAs) shall be accepted by LESSEE for display, which is to the knowledge of LESSEE:
 - Clearly defamatory; or
 - Obscene or pornographic according to local community standards; or
 - In advocacy of unlawful violent action.
- Advertisements of a political or editorial or election nature, either for a specific candidate(s) or an issue(s), are to comply with Florida campaign laws

LESSOR may revise the Advertising Standards from time to time, and any such changes shall only be binding upon LESSEE if mutually agreed to in advance in writing. The Parties recognize and acknowledge that LESSOR is implementing the Advertising Standards as a landlord of LESSOR'S property under its proprietary powers, and that the provisions hereof in no way affects the LESSOR'S powers to regulate advertising, billboards, or related matters under its independent regulatory powers. LESSOR may request removal of an advertisement if LESSOR reasonably determines that such advertisement violates the Advertising Standards. LESSEE shall use its best efforts to remove such advertisement within three (3) days of receiving LESSOR'S request for removal.

SECTION 23

FIRST REFUSAL

LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.

SECTION 24 **SURRENDER AND HOLDOVER**

LESSEE covenants that at the expiration or any earlier termination of the Term of this Agreement for any reason, or any holding over that LESSOR has otherwise objected to, LESSEE will quit and surrender said Leased Premises in good condition (ordinary wear and tear excepted). Upon expiration or earlier termination of this Agreement, all rights associated with the Leased Premises shall revert back to LESSOR and LESSEE shall have no further rights, remedies, or obligations under this Agreement with respect to the Leased Premises, other than as set forth in Section 10 above. Further, LESSOR shall have the sole and exclusive right to enter into a new agreement with LESSEE or with another company that is in the business of outdoor advertising with respect to the Property, Sign Structures, or any portion thereof, and LESSEE agrees that it shall have no claim, right, or option for the Property.

If LESSOR has not otherwise objected to LESSEE'S holding over the use of said Leased Premises after the Term of this Agreement has terminated in any manner, such holding over shall be deemed merely a hold from month-to-month on the same terms and conditions as provided herein except as follows: During any holdover period, LESSEE shall pay LESSOR monthly rental equal to the prorated Minimum Annual Guaranteed Rent for the month immediately preceding the holdover period and Percentage Rent. In addition, LESSOR, upon thirty (30) day's written notice to LESSEE, may change any of the other terms and conditions of the holding over.

SECTION 25 **RECORDATION**

Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any) execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.

SECTION 26 **LEASE DOCUMENTS**

This Agreement is subject to the terms, conditions, and requirements set forth and described in Request For Proposal 19-05-24 and all addendums thereto as of the date of this Lease ("RFP"), attached hereto as Exhibit D, and any subsequently negotiated changes to

same. In the case of any conflict between the RFP, this Agreement, or any amendment/addendum issued, the order of precedence shall be: the last amendment/addendum issued, this Agreement, and then the RFP.

SECTION 27

AUDIT AND INSPECTION RIGHTS

No more than once per Lease Year, upon not less than fourteen (14) business days prior written notice to LESSEE, LESSOR may, at its sole cost and expense, audit, or cause to be audited, those books and records of LESSEE which are solely related to revenue generated under this Agreement during the immediately preceding Lease Year (the "Records"). Any such audit shall be conducted at LESSEE's offices where such Records are kept, during regular working hours. Neither LESSOR nor its auditor shall remove the Records from LESSEE's office and shall, subject to Chapter 119, Florida Statutes, keep all terms of the Records confidential. This confidentiality obligation shall survive the expiration or termination of the Lease. LESSEE agrees to maintain all such Records for a period of three years after final payment is made under this Agreement.

SECTION 28

SCRUTINIZED COMPANIES

28.1 LESSEE certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE or its subcontractors are found to have submitted a false certification; or if LESSEE, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

28.2 If this Agreement is for more than one million dollars, LESSEE certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE, its affiliates, or its subcontractors are found to have submitted a false certification; or if LESSEE, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

28.3 LESSEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

28.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 29

AGREEMENT, AMENDMENTS, AND ASSIGNMENT

29.1 This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises.

29.2 This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE. No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

29.3 This Lease shall be binding upon successors and assigns of the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof without consent of the LESSOR, which shall not be unreasonably withheld, conditioned or delayed. This Section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction. LESSEE shall not sublease this Agreement.

SECTION 30 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 31 **NOTICES**

All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto, which must be given by written notice, shall be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. Rent payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below, such new forwarding address shall not be effective until forty-five (45) days after LESSEE's receipt of such notice from LESSOR. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR LESSEE: _____

Chris Ashley
OUTFRONT Media LLC
2640 NW 17th Lane
Pompano Beach, FL 33064

FOR LESSOR:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242

SECTION 32
PUBLIC RECORDS

The parties acknowledge that this agreement is subject to Chapter 119, Florida Statutes.

SECTION 33
COVENANT AGAINST CONTINGENT FEES

LESSEE agrees that it has not employed or retained any person or company employed by LESSOR to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, LESSOR shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 34
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 35
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 36
JOINT PREPARATION

LESSOR and LESSEE acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 37
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LESSOR, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by LESSEE, by and through its _____¹, attested to and duly authorized to execute same.

LESSOR

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 2019

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

LESSEE

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Date: _____

By: _____

¹ Who will be executing this Lease on behalf of OUTFRONT?

EXHIBIT A

The "Leased Premises" shall consist of an approximate area within the "Billboard Zone" identified on this Exhibit and made a part hereof, where the supporting structure of the Sign Structure is affixed to the Property and the airspace above the same. The parties hereto shall agree upon a more specific location within SIXTY (60) days of the date hereof. Once a specific location is agreed upon, this Exhibit A shall be replaced with a mutually agreeable formal survey.

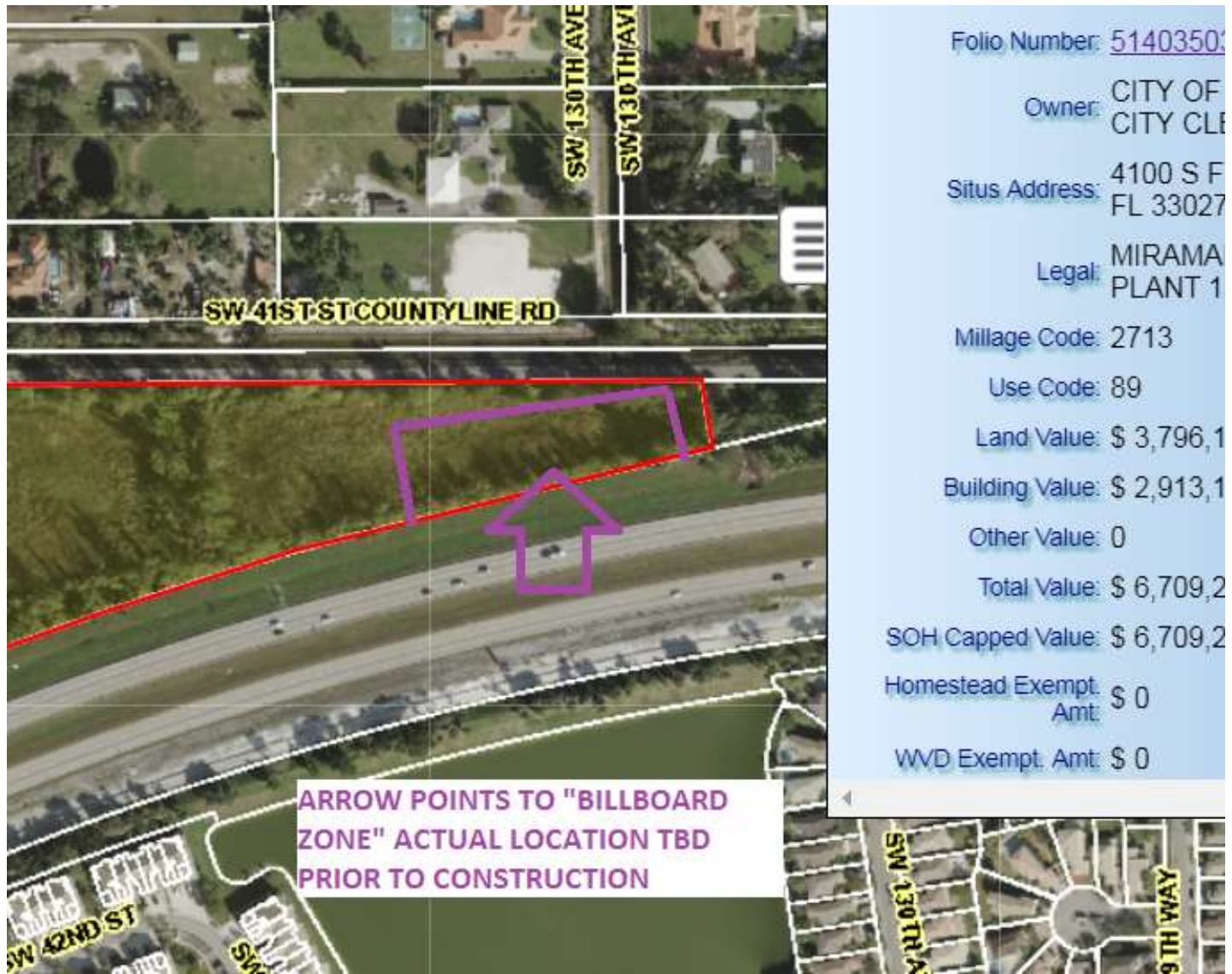


EXHIBIT "B"**INSURANCE REQUIREMENTS**

INSURANCE - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable) and workers' compensation (where applicable) and in an amount acceptable to the City's Risk Manager.

Limits of Insurance - Contractors shall maintain the following limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 per occurrence, personal injury and advertising injury liability \$1,000,000; general aggregate \$2,000,000.
3. Workers' Compensation: Per statutory requirement.

Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, until at least 30 calendar days' written notice has been given to the City.

EXHIBIT C

14-10.004 Permits.

(1) An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, incorporated herein by reference, to the address listed in subsection 14-10.003(2), F.A.C. Applications may be obtained from the State Outdoor Advertising License and Permit Office.

(a) The applicant shall submit separate instruments of payment for each application for a new permit, in order to avoid denial of multiple applications for one application being denied.

(b) Prior to issuing any permit, the Department will inspect the proposed sign site to assure compliance with Chapter 479, Florida Statutes, and this rule chapter. To ensure that the site inspected is the same specified in the application, the applicant shall mark the proposed sign site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed from the time of submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on permit applications in order of the date of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fee has been submitted. All information provided on the application by the applicant must be certified as being true and correct.

2. Applications containing incorrect information will be denied.

3. Incomplete permit applications will be returned to the applicant along with any permit fees which were submitted with the application.

4. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

5. The written statement from the landowner required by Section 479.07(3)(b), Florida Statutes, must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

a. Identify the property on which the sign is to be located;

b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;

c. Grant the permission to or on behalf of the applicant; and

d. Authorize placement of the sign on the subject property.

(d) Complete applications will be either approved or denied within 30 calendar days of receipt by the Department, unless an earlier application for that site or a competing site is under review, or the application falls within paragraph (g) or (h), below. If denied, the application will remain in a pending status until the time to request an administrative hearing has elapsed. If a hearing is requested, the application shall remain in a pending status until time to request an appeal of a final order has elapsed. If an appeal is taken, the application will remain in a pending status until mandate is issued by the appellate court. Subsequent applications for competing sites shall be held without action until the pending status of the earlier application is resolved.

(e) If an application is approved, all subsequently received applications for competing sites shall be denied.

(f) For purposes of paragraph (c), above, when a valid permit is being conditionally canceled pursuant to subsection 14-10.004(9), F.A.C., the Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference, and Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, must be submitted simultaneously to the Department. Form 575-070-12 may be obtained from the address listed in subsection 14-10.003(2), F.A.C. The date the Department receives the cancellation and complete application documents shall be considered the date the application is received.

(g) When a permit application is received for a new sign site requiring vegetation management pursuant to Section 479.106, Florida Statutes, the permit application will not be considered complete until the applicant has been issued a vegetation management permit by the Department and has removed two nonconforming signs, which the Department has approved as meeting the requirements of Section 479.106(5), Florida Statutes.

(h) Applications for permits for locations which conflict with the location of an expired or canceled permit will not be processed until the sign for which the expired or canceled permit was issued is removed, unless a permit is being canceled as a condition for issuance of a new permit.

(i) A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation required by Rule 14-40.030, F.A.C., and Section 479.106(7), Florida Statutes, have been accomplished and the applicant has identified two nonconforming signs for surrender in accordance with Section 479.106(5), Florida Statutes.

(2) A permit shall be granted for an automatic changeable facing provided:

(a) The static display time for each message is a minimum of six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds;

(c) The change of message occurs simultaneously for the entire sign face; and

(d) The application meets all other permitting requirements.

Any such sign shall contain a default design that will hold the face of the sign in one position if a malfunction occurs.

(3) Notwithstanding any other provisions of this rule chapter, an outdoor advertising sign existing at a location which previously was not subject to the permitting requirements of this chapter, but which has become subject to the requirements of this chapter due to changes in the jurisdictional designation of highways, shall be granted a state permit in accordance with the process outlined below:

(a) The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

(b) Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

(c) When the Department is unable to provide the advance notice referenced in paragraph (a), above, the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice that the change in jurisdiction has become effective to submit an application for a sign permit.

(d) The Department shall issue an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, to the sign owner upon receipt of a complete Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, together with all items required by Section 479.07(3)(b), Florida Statutes. For existing signs, the written statement required by Section 479.07(3)(b), Florida Statutes, shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except in cases where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in writing that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

(4) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all owners of outdoor advertising permits on the affected roadway. The notice will advise permit holders of the Department's intent to revoke the permits, and will include a statement of the recipient's right to appeal the Department's action.

(5) When a controlled road or any portion of a controlled road is designated as a scenic highway or scenic byway pursuant to Section 335.093, Florida Statutes, new permits will not be issued for outdoor advertising signs visible from the portion of the highway designated as a scenic highway or byway.

(6) Posting of Tags. The permanent metal permit tag issued by the Department must be posted by the permittee at the sign site within 30 calendar days of issuance, and must remain in place at all times, whether or not a sign has been erected. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 07/01, incorporated herein by reference, and shall include a replacement fee of \$3.00 per tag. Form 575-070-01 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(7) Transfer of Permits. Authorization to transfer a permit shall be submitted on Outdoor Advertising Permit Transfer Request, Form 575-070-25, Rev. 07/01, incorporated herein by reference, to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The request shall be made in accordance with Section 479.07(6), Florida Statutes. Form 575-070-25 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(a) The transferee shall certify that written permission of the landowner, or other person in lawful control of the sign site, to maintain the sign on the site in accordance with Section 479.07(2), Florida Statutes, has been secured.

(b) Transfer requests will not be processed without payment of permit fees in the amount necessary to prevent permit expiration, if the transferee and transferor are on different billing cycles.

(c) If a transfer of permit is made when the permit is in violation of Chapter 479, Florida Statutes, or in violation of this rule chapter, or if a revocation proceeding is pending, the permit is subject to conditions existing at the time of transfer. The Department's approval of a permit transfer shall not constitute waiver of rights on the part of the Department, nor shall permit transfer in any way prohibit issuance of notices of violation or preclude the Department from revoking the transferee's permit in accordance with Section 479.08, Florida Statutes.

(d) If a transfer of permit is made during the initial 270 days from the date of permit issuance, the permit transferee receives the permit subject to all conditions which were applicable to the original applicant.

(8) Cancellation of Permits. Permit cancellation notification must be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C., on Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference. All canceled tags must be returned to the Department with the certification, or otherwise be accounted for in writing. Pursuant to Section 479.07(8)(b), Florida Statutes, if the sign has not been removed by the former permittee, it shall be removed by the Department and the cost assessed against the former permittee.

(9) Conditional Permit Cancellation. In instances where an applicant requests cancellation of one permit in order to obtain a new permit, the existing permit shall be canceled simultaneously with the issuance of the new permit. If a new permit does not meet current permitting requirements and cannot be issued, the existing permit will not be canceled.

(10) Permits Canceled, or Not Renewed, in Error – Petition for Reinstatement. Pursuant to Section 479.07(8)(b), Florida Statutes, a petition for reinstatement of permits canceled, or not renewed, in error by the permittee shall be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The petition must be in writing, must list the affected permit(s), and must certify that:

(a) The permit was canceled, or not renewed, in error by the permittee;

(b) The permit tag for the canceled or expired permit was returned to the Department or otherwise accounted for;

(c) The sign has not been disassembled; and

(d) The local government has not declared the sign illegal or taken any other action to have it removed.

If the Reinstatement Petition is denied by the Department, a new permit may be issued for a sign only if the sign meets all current permitting requirements. The reinstatement fee is \$200.00 for a sign facing of 200 square feet or less, and \$300.00 for a sign facing greater than 200 square feet.

(11) Pursuant to the criteria set forth in Section 479.105(1)(e), Florida Statutes, the Department may issue a permit for an unpermitted sign, which has been structurally unchanged and continuously maintained for a period of seven or more years.

(12) Where the expansion or relocation of a transportation facility causes a sign to be located in the right of way, or within fifteen feet of the right of way, and the permit holder desires to relocate the sign to a conforming location perpendicular to the roadway from the site of the existing sign, the Department shall allow the relocation of the permitted sign in conformance with the following:

(a) The permit holder must submit a completed application for the relocated sign site in accordance with Section 479.07(3), Florida Statutes.

(b) The Department must determine that the relocated sign site is in conformance with all requirements for permitting.

Specific Authority 334.044(2), 479.02(7) FS. Law Implemented 215.34, 334.044(28), 339.05, 479.01(14), 479.02, 479.04, 479.07, 479.106(5), 479.24 FS. History—(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05.

EXHIBIT D

[RFP and all addendums to be attached]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGEMENT

STATE OF)
) SS:
 COUNTY OF)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____ (Seal)

LESSOR ACKNOWLEDGEMENT

STATE OF)
) SS:
 COUNTY OF)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____ (Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF)
) SS:
 COUNTY OF)

On _____ before me, _____ a Notary Public,
personally appeared _____, who appeared to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____

LEASE AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
OUTFRONT MEDIA LLC

FOR LOCATION #3: N/S MIRAMAR PARKWAY .25 MILES W/O I-75 AKA SMALL PARCEL
IN FRONT OF HOME DEPOT PLAZA

THE CITY OF MIRAMAR ("LESSOR"), hereby leases and grants to OUTFRONT Media LLC ("LESSEE") the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property located at: N/S MIRAMAR PARKWAY .25 MILES W/O I-75 AKA SMALL PARCEL IN FRONT OF HOME DEPOT PLAZA (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
LEASE AND DESCRIPTION

The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.

LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for all purposes reasonably necessary for (i) the erection, construction, installation, placing, operating, maintaining, modifying, servicing and removal of the Sign Structure(s), (ii) providing or establishing electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the placement of incidental and ancillary equipment thereon, (iv) relocating the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.

SECTION 3

RENT

3.1 Beginning on the earlier of the Commencement Date, as defined herein, or upon expiration of the 120 day construction period provided for in Section 6.4, LESSEE shall pay to LESSOR as "Rent" an amount equal to the greater of: (i) Two Hundred Thousand Dollars and 00/100 (\$200,000) per Lease Year (the "Minimum Annual Guaranteed Rent"), which shall be payable monthly in advance, or (ii) an amount equal to Thirty-Six Percent (36%) of the Annual Gross Revenue (as defined herein) (the "Percentage Rent"). "Annual Gross Revenue" shall mean all income actually received by LESSEE from the sale of advertising on the Sign Structure(s) during a Lease Year. The Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing on the first anniversary of the Commencement Date. Commencing Lease Years 7 through 10, the Minimum Annual Guaranteed Rent shall increase at a rate of three and one half percent (3.5%) during each such Lease Year, and thereafter, subject to Section 3.2 and 3.3 the Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing on Lease Year 11. The Percentage Rent shall be calculated at the end of each Lease Year. In the event that the Percentage Rent exceeds the Minimum Annual Guaranteed Rent for such Lease Year, LESSEE shall pay to LESSOR the difference between the Percentage Rent and the Minimum Annual Guaranteed Rent within sixty (60) days after the end of such Lease Year (the "True-Up Payment"). The True-Up Payment shall be accompanied by a full and accurate statement of the Annual Gross Revenue received by LESSEE and the Percentage Rent and True-Up Payment calculations for such Lease Year (the "Annual Report"). Notwithstanding the foregoing, prior to the completion of construction, the Rent shall be Ten and 00/100 (\$10.00) Dollars. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.

3.2 Notwithstanding anything to the contrary contained herein, LESSEE acknowledges and agrees that LESSOR shall have the right to renegotiate the terms and conditions of this Agreement, including but not limited to Minimum Annual Guaranteed Rent and Percentage Rent, exercisable one time only, by providing written notice to LESSEE not less than sixty (60) days prior to the end of Lease Year 10, stating LESSOR's desire to renegotiate the Rent payable by LESSEE to LESSOR for the remainder of the un-expired Term.

3.3 In the event the parties cannot mutually agree to the amount of Minimum Annual Guarantee Rent and Percentage Rent payable hereunder prior to the commencement of Lease Year 11, each party shall appoint its one broker, duly licensed in the State of Florida, and who shall have been active for at least ten (10) years with experience and specific knowledge of the outdoor advertising industry, and each broker shall be a neutral person with no financial or personal interest in the result of this dispute. Each broker shall be appointed within thirty (30) days prior to the commencement of Lease Year 11. The two brokers so appointed by LESSEE and LESSOR shall, within ten (10) days after the date of the appointment of the second broker, agree upon and appoint a third broker who shall be qualified based on the same criteria set forth above, except such broker shall have no affiliation or prior business relationship with either LESSOR or LESSEE. Within ten (10) days after the appointment of the third broker, LESSEE and LESSOR shall submit to the panel of brokers, in writing (and with a copy to each other) what each party believes to be the appropriate Total Fair Market Rent ("FMR") for the Leased Premises for the remainder of the

Term. Within ten (10) days after receipt of the proposed Total FMR, the panel of brokers shall meet and determine (by majority vote) which of the two proposals most accurately establishes the Total FMR, which proposal shall thereupon be adopted by the panel as the Total FMR. Based upon the Total FMR adopted by the brokers in accordance with the immediately preceding sentence, the brokers will decide upon the Rent for the remainder of the Term. The decision of the brokers shall promptly be communicated to LESSOR and LESSEE. If either LESSOR or LESSEE fails to appoint a broker within the time period specified in this Section, the broker appointed by one of them shall constitute the sole broker, and shall alone make the determination of which proposal most accurately establishes the Total FMR (and notify LESSOR and LESSEE thereof). Each party shall pay the fees and expenses of the one of the two original brokers appointed by or for such party, and the fees and expenses of the third broker and all other expenses (not including the attorney's fees, witness fees and similar expenses of the parties which shall be borne separately by each of the parties) of the arbitration shall be borne by the parties equally. In the event the parties cannot mutually agree to the amount of Rent payable hereunder prior to the commencement of Lease Year 11, either party shall have the right to terminate this Lease, and LESSOR shall refund to LESSEE any Rent paid in advance for the remainder of the un-expired Term.

3.4 It is acknowledged by the parties that the Rent payments herein are predicated on **monthly** installments. Should the provisions of Section 5 become operative, or the Term of this Lease commences on some day other than the first of the month, all Minimum Annual Guaranteed Rent payments required hereunder shall be prorated based upon a thirty (30) day month.

3.5 As an inducement to enter into this Lease, LESSEE shall pay to LESSOR an amount of Two Hundred One Thousand Dollars and 00/100 (\$201,000) ("Bonus"). The total Bonus amount shall be held in an escrow account by Weiss Serota Helfman Cole & Bierman, P.L., which shall be payable as follows:

- (i) Within ten (10) days after the execution of this Agreement, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$50,250), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is unable to obtain any Permits (as such term is defined in Section 6.1 below) or any other approvals required by a governmental authority having jurisdiction over the Sign Structure(s) ("Approvals") within the one (1) year period after the full execution of this Agreement;
- (ii) Within thirty (30) days after the date that all Permits and Approvals have been issued (without condition) to LESSEE, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$50,250), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is prevented from, or unable to, construct the Sign Structure(s) for any reason outside of its control within the one (1) year period immediately following the date all Permits and Approvals have been issued (without condition) to LESSEE; and
- (iii) Within thirty (30) days after the Sign Structure(s) have been fully constructed on the Leased Premises, are operational and legally ready to accept third party advertising, and LESSOR's final inspection/final approval thereof has been completed and the Commencement Date has occurred, LESSEE shall pay LESSOR an amount equal to 50% of the Bonus (\$100,500).

Conflicting Demands. If conflicting or adverse claims or demands are made or notices served upon Weiss Serota Helfman Cole & Bierman, P.L. ("Escrow Agent") with respect to the escrow provided for herein, each of LESSOR and LESSEE agree that Escrow Agent shall be entitled to refuse to comply with any such claim or demand and to withhold and stop all further performance of this escrow so long as such disagreement shall continue. In so doing, Escrow Agent shall not be or become liable for damages, losses, expenses or interest to LESSOR, LESSEE or any other person for its failure to comply with such conflicting or adverse demands. Escrow Agent shall be entitled to continue to so refrain and refuse to so act until: (a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction and venue over the parties and/or the documents, instruments or funds involved herein or affected hereby; and/or (b) Escrow Agent shall have received an executed copy of a dispositive settlement agreement or other written agreement or instructions to which LESSOR, LESSEE and all other adverse claimants, if any, are parties and signatories. Escrow Agent also may elect to commence an interpleader or other action for declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and may deposit with a court the Bonus held hereunder; following which actions Escrow Agent shall be relieved and discharged from any further duties and obligations under this Section 3.5.

3.6 As an inducement to enter into this Lease, LESSEE agrees to make an annual charitable donation to a community engagement cultural arts fund (the "Cultural Fund") for Youth Programs in the amount of Four Thousand Dollars and 00/100 (\$4,000.00), (the "Charitable Donation"). The Charitable Donation shall be made by check delivered by LESSEE to the Cultural Fund within three (3) days after the Commencement Date, and at the commencement of each Lease Year thereafter, unless the Cultural Fund becomes inactive, files for bankruptcy or other protection from creditors or is otherwise dissolved, in which event, LESSEE's obligation to make a Cultural Fund shall be deemed null and void.

SECTION 4 **TERM OF AGREEMENT**

4.1 This Lease shall be effective as of the date of execution. The initial term of this Lease shall be for a period of twenty (20) year(s) commencing on the first day of the calendar month immediately following the date on which final inspection (or equivalent) is issued (the "Commencement Date"). This Lease may be renewed, upon mutual agreement of the Parties, for Two (2) successive FIVE (5) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless otherwise terminated by LESSOR as provided herein. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term." Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year."

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 LESSOR shall have the right to terminate the Lease Agreement, as set forth below in Section 5.3.

5.2 In the event LESSEE reasonably determines; (a) LESSEE is unable to secure or maintain any required Permit or license from any appropriate governmental authority; (b)

federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially damaged or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (f) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (g) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the Rent until the issues with "a" through "g" above are cured, and/or terminate this Lease upon thirty (30) days' notice in writing to LESSOR and LESSOR shall refund to LESSEE any Minimum Annual Guaranteed Rent paid in advance for the remainder of the un-expired Term.

5.3 It is mutually covenanted, and this Agreement is made upon the condition that the occurrence of any of the following shall be deemed an event of default (an "Event of Default"):

- (a) If the Rent or other sums which LESSEE herein agrees to pay, or any part thereof, shall remain unpaid for a period of ten (10) days after LESSEE's receipt of written notice;
- (b) If either party fails to comply in any material respect with any of the other terms, agreements, conditions or covenants herein contained that is such party's obligation, and such failure continues for a period of thirty (30) days after its receipt of written notice from the non-defaulting party; or
- (c) In the event either party files a petition for bankruptcy or insolvency, or a court ordered reorganization of such party, and such action is not stayed or dismissed within sixty (60) days after the date of filing.

Upon the occurrence of an Event of Default, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within the time frame set forth above; provided, however that, for any non-monetary default, if a cure cannot reasonably be effected in such thirty (30) days, the defaulting party may continue such cure past thirty (30) days from notice provided it commences such cure within thirty (30) days from notice and pursues such cure to completion. If either party fails to cure an Event of Default in accordance with the foregoing, the non-defaulting party may declare the Agreement terminated, and LESSOR may exercise all rights of entry or reentry upon said Leased Premises, in addition to any other remedy available at law or in equity.

5.4 The termination of this Agreement under Section 5.1, 5.2 or 5.3 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6

PERMITS; CONSTRUCTION OF SIGN STRUCTURES

6.1 *Permits.* LESSOR warrants that LESSOR is the owner of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary

applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE, including, without limitation, any and all permits required by the Florida Department of Transportation ("FDOT") (collectively, the "Permits"). LESSOR shall reasonably cooperate with LESSEE to obtain Permits and any other applicable governmental agency for installation, construction, maintenance and removal of the Sign Structures, provided that LESSOR shall incur no costs in connection therewith. Subject to the foregoing, LESSEE shall be solely responsible for obtaining any and all permits, approvals, waivers, and releases required, or any other requirement necessary to use the Leased Premises. LESSEE agrees that once the Permits are obtained to construct the Sign Structures, LESSEE shall use its commercially reasonable efforts to maintain and/or, to the extent required by applicable law, take all commercially reasonable steps necessary to renew those Permits during the Term of this Agreement.

6.2 *Notice to Proceed.* Subject to Section 6.3 below, LESSEE shall promptly commence work to obtain the Permits. The Community and Economic Development Director ("CED Director") shall facilitate access to the Leased Premises.

6.3 *Final Plans and Specifications.* LESSEE shall submit its final plans and specifications for the Sign Structures (the "Final Plans and Specifications") to the CED Director prior to submitting Permit applications. The final design and height, final plans and specifications, and location on Leased Premises for the Sign Structures shall be approved in writing by LESSOR within fifteen (15) business days after its receipt of LESSEE's submission of such plans and specifications, which approval shall not unreasonably be withheld, delayed, or conditioned. Notwithstanding the foregoing, the parties acknowledge and agree that any and all special architectural and/or aesthetic standards for the Sign Structure(s) (the "Standards") that may be requested by LESSOR shall be mutually agreed to by LESSEE. In the event that the parties cannot mutually agree to the Standards, LESSEE shall have a right to terminate this Agreement, and LESSOR shall refund to LESSEE any Minimum Annual Guaranteed Rent and any portion of the Bonus paid in advance of for the remainder of the un-expired Term. If, as applicable, LESSOR disapproves of the Final Plans and Specifications, LESSOR shall provide notice of disapproval of the Final Plans and Specifications in writing to LESSEE within such fifteen (15) day period, specifying the reasons upon which the rejection is based, and LESSEE shall resubmit revised Final Plans and Specifications to LESSOR for approval in accordance with the above procedure. LESSOR'S review of the Final Plans and Specifications are for its sole purpose, and LESSOR shall not be responsible for quality, design, Code compliance, or other matters, and LESSOR shall have no liability whatsoever in connection therewith or for any omissions or errors in the Plans and Specifications. The LESSOR-approved Final Plans and Specifications shall be the "Approved Plans and Specifications."

6.4 *Construction.* In accordance with the Permits and Approved Plans and Specifications, LESSEE shall commence promptly and proceed diligently to complete construction of the Sign Structures. All such construction or installation of the Sign Structures shall be undertaken by LESSEE at no cost to LESSOR. Construction of the Sign Structures shall be completed within 120 days of issuance of the Permits, except that LESSEE shall not be deemed in default of this Section 6.4 if any delay is outside of LESSEE's control, such as the occurrence of a hurricane and/or imposition of a ban and/or extreme tariffs on foreign steel. Final inspection shall be conducted by an inspector with the relevant skills, knowledge, and ability for inspecting billboards.

SECTION 7
REPAIRS, ALTERATIONS, AND ADDITIONS

LESSEE shall at its sole cost, keep and maintain the Leased Premises, Sign Structure, all advertising thereon and appurtenances thereto and every part thereof in good order, condition, and repair (ordinary wear and tear excepted), and in accordance with the highest industry standards for similar display structures. LESSOR shall not be required to repair or maintain any portion of the Leased Premises or Sign Structures.

Following installation/construction of the Sign Structures in accordance with this Agreement, LESSEE may make structural alterations and additions to the Leased Premises only with prior written approval of LESSOR. Such approval by LESSOR may be given in its sole and absolute discretion.

SECTION 8
INDEMNIFICATION

LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises. LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from and against any and all penalties, liabilities, damages, and charges (including without limitation, reasonable attorneys' fees and legal expenses incurred by LESSOR in connection with such penalties, liabilities, damages, or charges and proceedings) imposed or sought to be imposed on or involving LESSOR for any violation of any laws, ordinances, or regulations applicable to LESSEE'S use of the Leased Premises. Nothing in this Agreement shall be deemed or treated as a waiver by LESSOR of any immunity to which it is entitled by law, including but not limited to LESSOR'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9
INSURANCE

LESSEE shall, at no cost to LESSOR, obtain, maintain, and cause to be in effect at all times from the date of execution of this Agreement to the later of (i) the last day of the Term, or (ii) the last day LESSEE is (A) in possession of the Leased Premises or (B) has the right of possession of the Leased Premises, the types and amounts of insurance specified in Exhibit B, attached hereto.

SECTION 10
TITLE TO IMPROVEMENTS

This agreement is a Lease (not a license). During the Term of this Agreement, the Sign Structure(s) on the Leased Premises and all sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor and any and all Permits related thereto shall at all times remain the property of

LESSEE. LESSEE shall have the right to remove the digital billboard panels at any time during the Term of the Lease (as the same may be extended), with prior written approval from LESSOR. LESSEE shall have right to remove, at its own cost, all sign(s), digital billboard panels, improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor (other than the Sign Structure(s)) and any and all Permits related thereto for a reasonable amount of time after the expiration or termination of the Lease. The future existence of the Sign Structure(s) and all below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove any sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor or any of the Permits related thereto from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation. Upon expiration of or earlier Termination of the Lease Agreement, LESSEE shall, without any compensation, surrender the billboards structures on the Leased Premises to LESSOR and LESSOR shall own the billboards structures. LESSEE agrees to clean and leave the Leased Premises in good condition (ordinary wear and tear excepted).

SECTION 11

EMINENT DOMAIN

In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Leased Premises; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition; provided that the same shall not diminish or delay LESSOR's award of damages or other compensation with respect to the Property. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

SECTION 12

ELECTRICITY

LESSEE shall pay for all electrical power consumed by the Sign Structure(s).

SECTION 13

VISIBILITY

LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/hers/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written

consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Leased Premises, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s)

SECTION 14 **FDOT REGULATIONS**

Notwithstanding anything to the contrary contained in the sign ordinance, the parties acknowledge and agree that the vegetation requirements, and the height and lighting of the Sign Structure(s) shall only be required to comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached hereto as Exhibit C, provided that the interval of copy change on any sign face on the Sign Structure(s) shall be no more frequent than one (1) change every eight (8) seconds

SECTION 15 **NON-EXCLUSIVE**

LESSEE acknowledges and agrees that LESSEE does not have any right with respect to outdoor advertising on any other property of LESSOR. LESSOR shall have the right to permit others to engage in outdoor advertising at any location other than the Property, provided that LESSOR shall not have the right to erect structures which obstruct the visibility of the Sign Structures. The Parties acknowledge and agree that this provision shall not apply to the four (4) leases contemplated to be executed concurrently with this Lease.

SECTION 16 **LESSOR USE OF ADVERTISING SPACE AND TIME**

LESSEE will provide from time to time as and when requested in advance in writing by LESSOR, the right to display LESSOR prepared and approved advertisements for City-sponsored events ("City Advertisement") on the Sign Structure(s), within the City of Miramar (the "City") and within other major media markets throughout the United States, with a "minimum retail value" of no less than \$20,000.00 per Lease Year, at no cost to LESSOR. LESSOR agrees that LESSEE may remove any City Advertisement promptly upon LESSEE securing a revenue producing advertisement for the Sign Structure(s). At the end of each Lease Year, LESSEE shall provide LESSOR documentation showing the retail value expended on City Advertisements for that Lease Year. If the annual \$20,000.00 minimum retail value is not achieved during any Lease Year, the unused portion thereof will not rollover to the following year, and will be deemed abandoned.

Any such City Advertisements shall be strictly for the benefit of the City, and shall not include the names or logos of any third-party businesses or sponsors. If after posting a City Advertisement any third party asserts that said advertisement is defamatory or infringes on any copyright, trademark or other intellectual property or privacy right, or if adverse publicity

results therefrom, LESSEE shall have the right to remove the City Advertisement, and to discontinue the display of the City Advertisement until such time as the City shall supply a new, or designates a previous, City Advertisement To be eligible to take advantage of this opportunity, LESSOR shall provide LESSEE, in advance with the artwork/design/graphics for the City Advertisement. The City Advertisements will be displayed on the Sign Structure(s) at no cost to LESSOR.

LESSOR'S Office of Marketing and Public Relations shall prepare City Advertisements, which shall meet LESSEE'S specifications, and provide them to LESSEE. LESSEE shall display City Advertisements within five (5) days of receipt of the City Advertisement from LESSOR. For purposes of this paragraph, LESSOR'S contact person shall be the Office of Marketing and Public Relations at 954-602-3147, and LESSEE'S contact person shall be Chris Ashley at 954-971-2995.

On a space available basis, from time to time as and when requested in advance in writing by LESSOR, LESSEE will allow LESSOR to post public service announcements on the Sign Structure(s) ("PSAs").

SECTION 17 **FAVORED NATIONS CLAUSE**

In the event that LESSEE is granted an agreement pursuant to a Request for Proposal or similar competitive process, for a billboard , pursuant to which LESSEE has agreed to pay to any other incorporated municipalities within Broward County a higher rent than the Rent currently payable to LESSOR pursuant to the terms and conditions this Lease, LESSEE shall notify Lessor in writing and LESSOR shall be entitled to receive the such higher Rental amount effective on the first day of the month immediately following the date of LESSEE's written notice to LESSOR under this Section 17. The adjusted Rent shall not be retroactive. The parties acknowledge and agree that this covenant shall at all times exclude unincorporated Broward County, the City of Ft. Lauderdale, the City of Pompano Beach, lands owned/operated by the Seminole Tribe of Florida, and Broward County Aviation.

SECTION 18 **ADDITIONAL LOCATIONS**

LESSEE may propose other prime areas for future locations within the City for another Sign Structure, subject to zoning restrictions. LESSOR shall have the sole right to determine whether the proposed location for another Sign Structure is suitable, taking into consideration such factors as visibility, size of sign or foundation, and compatibility with on-site and nearby land use potential environmental effects.

SECTION 19 **LESSOR OWNERSHIP REPRESENTATIONS**

LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the Rent provided for

herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of Rent until LESSEE has been fully reimbursed for such payments, interests and fees.

SECTION 20

TAXES AND ASSESSMENTS

LESSEE agrees to pay all lawful taxes, assessments, or charges, which during the Term may become a lien or be levied by the state, county, city, or any other tax or assessment levying body upon the Sign Structure or any possessory right which LESSEE may have in or to said Sign Structure.

SECTION 21

PERMITTED USES

The Leased Premises shall be used solely for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S Sign Structures. LESSEE, may with prior written approval from LESSOR, add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.

SECTION 22

ADVERTISING STANDARDS

LESSEE agrees to display on the Sign Structures commercial advertisements in compliance with the following advertising standards and requirements ("Advertising Standards"):

- No advertisements promoting the sale or use guns/firearms, or tobacco.
- No advertisements promoting the sale of alcohol within 500 feet of a church, school, or playground.
- No advertisements or public service announcements (other than City Advertisements or PSAs) shall be accepted by LESSEE for display, which is to the knowledge of LESSEE:
 - Clearly defamatory; or
 - Obscene or pornographic according to local community standards; or
 - In advocacy of unlawful violent action.
- Advertisements of a political or editorial or election nature, either for a specific candidate(s) or an issue(s), are to comply with Florida campaign laws

LESSOR may revise the Advertising Standards from time to time, and any such changes shall only be binding upon LESSEE if mutually agreed to in advance in writing. The Parties recognize and acknowledge that LESSOR is implementing the Advertising Standards as a landlord of LESSOR'S property under its proprietary powers, and that the provisions hereof in no way affects the LESSOR'S powers to regulate advertising, billboards, or related matters under its independent regulatory powers. LESSOR may request removal of an advertisement if LESSOR reasonably determines that such advertisement violates the Advertising Standards. LESSEE shall use its best efforts to remove such advertisement within three (3) days of receiving LESSOR'S request for removal.

SECTION 23 **FIRST REFUSAL**

LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.

SECTION 24 **SURRENDER AND HOLDOVER**

LESSEE covenants that at the expiration or any earlier termination of the Term of this Agreement for any reason, or any holding over that LESSOR has otherwise objected to, LESSEE will quit and surrender said Leased Premises in good condition (ordinary wear and tear excepted). Upon expiration or earlier termination of this Agreement, all rights associated with the Leased Premises shall revert back to LESSOR and LESSEE shall have no further rights, remedies, or obligations under this Agreement with respect to the Leased Premises, other than as set forth in Section 10 above. Further, LESSOR shall have the sole and exclusive right to enter into a new agreement with LESSEE or with another company that is in the business of outdoor advertising with respect to the Property, Sign Structures, or any portion thereof, and LESSEE agrees that it shall have no claim, right, or option for the Property.

If LESSOR has not otherwise objected to LESSEE'S holding over the use of said Leased Premises after the Term of this Agreement has terminated in any manner, such holding over shall be deemed merely a hold from month-to-month on the same terms and conditions as provided herein except as follows: During any holdover period, LESSEE shall pay LESSOR monthly rental equal to the prorated Minimum Annual Guaranteed Rent for the month immediately preceding the holdover period and Percentage Rent. In addition, LESSOR, upon thirty (30) day's written notice to LESSEE, may change any of the other terms and conditions of the holding over.

SECTION 25 **RECORDATION**

Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any) execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.

SECTION 26 **LEASE DOCUMENTS**

This Agreement is subject to the terms, conditions, and requirements set forth and described in Request For Proposal 19-05-24 and all addendums thereto as of the date of this Lease ("RFP"), attached hereto as Exhibit D, and any subsequently negotiated changes to same. In the case of any conflict between the RFP, this Agreement, or any amendment/addendum issued, the order of precedence shall be: the last amendment/addendum issued, this Agreement, and then the RFP.

SECTION 27 **AUDIT AND INSPECTION RIGHTS**

No more than once per Lease Year, upon not less than fourteen (14) business days prior written notice to LESSEE, LESSOR may, at its sole cost and expense, audit, or cause to be audited, those books and records of LESSEE which are solely related to revenue generated under this Agreement during the immediately preceding Lease Year (the "Records"). Any such audit shall be conducted at LESSEE's offices where such Records are kept, during regular working hours. Neither LESSOR nor its auditor shall remove the Records from LESSEE's office and shall, subject to Chapter 119, Florida Statutes, keep all terms of the Records confidential. This confidentiality obligation shall survive the expiration or termination of the Lease. LESSEE agrees to maintain all such Records for a period of three years after final payment is made under this Agreement.

SECTION 28 **SCRUTINIZED COMPANIES**

28.1 LESSEE certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE or its subcontractors are found to have submitted a false certification; or if LESSEE, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

28.2 If this Agreement is for more than one million dollars, LESSEE certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE, its affiliates, or its subcontractors are found to have submitted a false certification; or if LESSEE, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

28.3 LESSEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

28.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 29 **AGREEMENT, AMENDMENTS, AND ASSIGNMENT**

29.1 This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises.

29.2 This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE. No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

29.3 This Lease shall be binding upon successors and assigns of the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof without consent of the LESSOR, which shall not be unreasonably withheld, conditioned or delayed. This Section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction. LESSEE shall not sublease this Agreement.

SECTION 30 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 31 **NOTICES**

All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto, which must be given by written notice, shall be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. Rent payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE

written notice requesting that Rent be forwarded to an address other than that listed below, such new forwarding address shall not be effective until forty-five (45) days after LESSEE's receipt of such notice from LESSOR. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR LESSEE: _____

Chris Ashley
OUTFRONT Media LLC
2640 NW 17th Lane
Pompano Beach, FL 33064

FOR LESSOR:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242

SECTION 32 **PUBLIC RECORDS**

The parties acknowledge that this agreement is subject to Chapter 119, Florida Statutes.

SECTION 33 **COVENANT AGAINST CONTINGENT FEES**

LESSEE agrees that it has not employed or retained any person or company employed by LESSOR to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, LESSOR shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 34 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall

constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 35 **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 36 **JOINT PREPARATION**

LESSOR and LESSEE acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 37 **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LESSOR, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by LESSEE, by and through its _____, attested to and duly authorized to execute same.

LESSOR

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 2019

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

LESSEE

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Date: _____

By: _____

EXHIBIT A

The "Leased Premises" shall consist of an approximate area within the "Billboard Zone" identified on this Exhibit and made a part hereof, where the supporting structure of the Sign Structure is affixed to the Property and the airspace above the same. The parties hereto shall agree upon a more specific location within SIXTY (60) days of the date hereof. Once a specific location is agreed upon, this Exhibit A shall be replaced with a mutually agreeable formal survey.



EXHIBIT "B"**INSURANCE REQUIREMENTS**

INSURANCE - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable) and workers' compensation (where applicable) and in an amount acceptable to the City's Risk Manager.

Limits of Insurance - Contractors shall maintain the following limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 per occurrence, personal injury and advertising injury liability \$1,000,000; general aggregate \$2,000,000.
3. Workers' Compensation: Per statutory requirement.

Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, until at least 30 calendar days' written notice has been given to the City.

EXHIBIT C

14-10.004 Permits.

(1) An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, incorporated herein by reference, to the address listed in subsection 14-10.003(2), F.A.C. Applications may be obtained from the State Outdoor Advertising License and Permit Office.

(a) The applicant shall submit separate instruments of payment for each application for a new permit, in order to avoid denial of multiple applications for one application being denied.

(b) Prior to issuing any permit, the Department will inspect the proposed sign site to assure compliance with Chapter 479, Florida Statutes, and this rule chapter. To ensure that the site inspected is the same specified in the application, the applicant shall mark the proposed sign site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed from the time of submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on permit applications in order of the date of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fee has been submitted. All information provided on the application by the applicant must be certified as being true and correct.

2. Applications containing incorrect information will be denied.

3. Incomplete permit applications will be returned to the applicant along with any permit fees which were submitted with the application.

4. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

5. The written statement from the landowner required by Section 479.07(3)(b), Florida Statutes, must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

a. Identify the property on which the sign is to be located;

b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;

c. Grant the permission to or on behalf of the applicant; and

d. Authorize placement of the sign on the subject property.

(d) Complete applications will be either approved or denied within 30 calendar days of receipt by the Department, unless an earlier application for that site or a competing site is under review, or the application falls within paragraph (g) or (h), below. If denied, the application will remain in a pending status until the time to request an administrative hearing has elapsed. If a hearing is requested, the application shall remain in a pending status until time to request an appeal of a final order has elapsed. If an appeal is taken, the application will remain in a pending status until mandate is issued by the appellate court. Subsequent applications for competing sites shall be held without action until the pending status of the earlier application is resolved.

(e) If an application is approved, all subsequently received applications for competing sites shall be denied.

(f) For purposes of paragraph (c), above, when a valid permit is being conditionally canceled pursuant to subsection 14-10.004(9), F.A.C., the Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference, and Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, must be submitted simultaneously to the Department. Form 575-070-12 may be obtained from the address listed in subsection 14-10.003(2), F.A.C. The date the Department receives the cancellation and complete application documents shall be considered the date the application is received.

(g) When a permit application is received for a new sign site requiring vegetation management pursuant to Section 479.106, Florida Statutes, the permit application will not be considered complete until the applicant has been issued a vegetation management permit by the Department and has removed two nonconforming signs, which the Department has approved as meeting the requirements of Section 479.106(5), Florida Statutes.

(h) Applications for permits for locations which conflict with the location of an expired or canceled permit will not be processed until the sign for which the expired or canceled permit was issued is removed, unless a permit is being canceled as a condition for issuance of a new permit.

(i) A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation required by Rule 14-40.030, F.A.C., and Section 479.106(7), Florida Statutes, have been accomplished and the applicant has identified two nonconforming signs for surrender in accordance with Section 479.106(5), Florida Statutes.

(2) A permit shall be granted for an automatic changeable facing provided:

(a) The static display time for each message is a minimum of six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds;

(c) The change of message occurs simultaneously for the entire sign face; and

(d) The application meets all other permitting requirements.

Any such sign shall contain a default design that will hold the face of the sign in one position if a malfunction occurs.

(3) Notwithstanding any other provisions of this rule chapter, an outdoor advertising sign existing at a location which previously was not subject to the permitting requirements of this chapter, but which has become subject to the requirements of this chapter due to changes in the jurisdictional designation of highways, shall be granted a state permit in accordance with the process outlined below:

(a) The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

(b) Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

(c) When the Department is unable to provide the advance notice referenced in paragraph (a), above, the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice that the change in jurisdiction has become effective to submit an application for a sign permit.

(d) The Department shall issue an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, to the sign owner upon receipt of a complete Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, together with all items required by Section 479.07(3)(b), Florida Statutes. For existing signs, the written statement required by Section 479.07(3)(b), Florida Statutes, shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except in cases where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in writing that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

(4) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all owners of outdoor advertising permits on the affected roadway. The notice will advise permit holders of the Department's intent to revoke the permits, and will include a statement of the recipient's right to appeal the Department's action.

(5) When a controlled road or any portion of a controlled road is designated as a scenic highway or scenic byway pursuant to Section 335.093, Florida Statutes, new permits will not be issued for outdoor advertising signs visible from the portion of the highway designated as a scenic highway or byway.

(6) Posting of Tags. The permanent metal permit tag issued by the Department must be posted by the permittee at the sign site within 30 calendar days of issuance, and must remain in place at all times, whether or not a sign has been erected. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 07/01, incorporated herein by reference, and shall include a replacement fee of \$3.00 per tag. Form 575-070-01 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(7) Transfer of Permits. Authorization to transfer a permit shall be submitted on Outdoor Advertising Permit Transfer Request, Form 575-070-25, Rev. 07/01, incorporated herein by reference, to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The request shall be made in accordance with Section 479.07(6), Florida Statutes. Form 575-070-25 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(a) The transferee shall certify that written permission of the landowner, or other person in lawful control of the sign site, to maintain the sign on the site in accordance with Section 479.07(2), Florida Statutes, has been secured.

(b) Transfer requests will not be processed without payment of permit fees in the amount necessary to prevent permit expiration, if the transferee and transferor are on different billing cycles.

(c) If a transfer of permit is made when the permit is in violation of Chapter 479, Florida Statutes, or in violation of this rule chapter, or if a revocation proceeding is pending, the permit is subject to conditions existing at the time of transfer. The Department's approval of a permit transfer shall not constitute waiver of rights on the part of the Department, nor shall permit transfer in any way prohibit issuance of notices of violation or preclude the Department from revoking the transferee's permit in accordance with Section 479.08, Florida Statutes.

(d) If a transfer of permit is made during the initial 270 days from the date of permit issuance, the permit transferee receives the permit subject to all conditions which were applicable to the original applicant.

(8) Cancellation of Permits. Permit cancellation notification must be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C., on Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference. All canceled tags must be returned to the Department with the certification, or otherwise be accounted for in writing. Pursuant to Section 479.07(8)(b), Florida Statutes, if the sign has not been removed by the former permittee, it shall be removed by the Department and the cost assessed against the former permittee.

(9) Conditional Permit Cancellation. In instances where an applicant requests cancellation of one permit in order to obtain a new permit, the existing permit shall be canceled simultaneously with the issuance of the new permit. If a new permit does not meet current permitting requirements and cannot be issued, the existing permit will not be canceled.

(10) Permits Canceled, or Not Renewed, in Error – Petition for Reinstatement. Pursuant to Section 479.07(8)(b), Florida Statutes, a petition for reinstatement of permits canceled, or not renewed, in error by the permittee shall be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The petition must be in writing, must list the affected permit(s), and must certify that:

(a) The permit was canceled, or not renewed, in error by the permittee;

(b) The permit tag for the canceled or expired permit was returned to the Department or otherwise accounted for;

(c) The sign has not been disassembled; and

(d) The local government has not declared the sign illegal or taken any other action to have it removed.

If the Reinstatement Petition is denied by the Department, a new permit may be issued for a sign only if the sign meets all current permitting requirements. The reinstatement fee is \$200.00 for a sign facing of 200 square feet or less, and \$300.00 for a sign facing greater than 200 square feet.

(11) Pursuant to the criteria set forth in Section 479.105(1)(e), Florida Statutes, the Department may issue a permit for an unpermitted sign, which has been structurally unchanged and continuously maintained for a period of seven or more years.

(12) Where the expansion or relocation of a transportation facility causes a sign to be located in the right of way, or within fifteen feet of the right of way, and the permit holder desires to relocate the sign to a conforming location perpendicular to the roadway from the site of the existing sign, the Department shall allow the relocation of the permitted sign in conformance with the following:

(a) The permit holder must submit a completed application for the relocated sign site in accordance with Section 479.07(3), Florida Statutes.

(b) The Department must determine that the relocated sign site is in conformance with all requirements for permitting.

Specific Authority 334.044(2), 479.02(7) FS. Law Implemented 215.34, 334.044(28), 339.05, 479.01(14), 479.02, 479.04, 479.07, 479.106(5), 479.24 FS. History—(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05.

EXHIBIT D

[RFP and all addendums to be attached]

STATE OF _____)
) SS:
COUNTY OF _____)

Name: _____ (Seal)

STATE OF _____)
) SS:
COUNTY OF _____)

Name: _____ (Seal)

STATE OF)
) SS:
COUNTY OF)

On _____ before me, _____ a Notary Public,
personally appeared _____, who appeared to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____

LEASE AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
OUTFRONT MEDIA LLC

FOR LOCATION #4: S/O PEMBROKE ROAD AT E/S I-75 AKA FOLIO #5140 22 01 0070
AKA LOCATION #4

THE CITY OF MIRAMAR ("LESSOR"), hereby leases and grants to OUTFRONT Media LLC ("LESSEE") the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property located at: S/O PEMBROKE ROAD AT E/S I-75 AKA FOLIO #5140 22 01 0070 AKA LOCATION #4 (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
LEASE AND DESCRIPTION

The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.

LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for all purposes reasonably necessary for (i) the erection, construction, installation, placing, operating, maintaining, modifying, servicing and removal of the Sign Structure(s), (ii) providing or establishing electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the placement of incidental and ancillary equipment thereon, (iv) relocating the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.

SECTION 3

RENT

3.1 Beginning on the earlier of the Commencement Date, as defined herein, or upon expiration of the 120 day construction period provided for in Section 6.4, LESSEE shall pay to LESSOR as "Rent" an amount equal to the greater of: (i) One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000) per Lease Year (the "Minimum Annual Guaranteed Rent"), which shall be payable monthly in advance, or (ii) an amount equal to Thirty-Six Percent (36%) of the Annual Gross Revenue (as defined herein) (the "Percentage Rent"). "Annual Gross Revenue" shall mean all income actually received by LESSEE from the sale of advertising on the Sign Structure(s) during a Lease Year. The Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing on the first anniversary of the Commencement Date. Commencing Lease Years 7 through 10, the Minimum Annual Guaranteed Rent shall increase at a rate of three and one half percent (3.5%) during each such Lease Year, and thereafter, subject to Section 3.2 and 3.3 the Minimum Annual Guaranteed Rent shall increase at a rate of two percent (2%) per Lease Year commencing on Lease Year 11. The Percentage Rent shall be calculated at the end of each Lease Year. In the event that the Percentage Rent exceeds the Minimum Annual Guaranteed Rent for such Lease Year, LESSEE shall pay to LESSOR the difference between the Percentage Rent and the Minimum Annual Guaranteed Rent within sixty (60) days after the end of such Lease Year (the "True-Up Payment"). The True-Up Payment shall be accompanied by a full and accurate statement of the Annual Gross Revenue received by LESSEE and the Percentage Rent and True-Up Payment calculations for such Lease Year (the "Annual Report"). Notwithstanding the foregoing, prior to the completion of construction, the Rent shall be Ten and 00/100 (\$10.00) Dollars. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.

3.2 Notwithstanding anything to the contrary contained herein, LESSEE acknowledges and agrees that LESSOR shall have the right to renegotiate the terms and conditions of this Agreement, including but not limited to Minimum Annual Guaranteed Rent and Percentage Rent, exercisable one time only, by providing written notice to LESSEE not less than sixty (60) days prior to the end of Lease Year 10, stating LESSOR's desire to renegotiate the Rent payable by LESSEE to LESSOR for the remainder of the un-expired Term.

3.3 In the event the parties cannot mutually agree to the amount of Minimum Annual Guarantee Rent and Percentage Rent payable hereunder prior to the commencement of Lease Year 11, each party shall appoint its one broker, duly licensed in the State of Florida, and who shall have been active for at least ten (10) years with experience and specific knowledge of the outdoor advertising industry, and each broker shall be a neutral person with no financial or personal interest in the result of this dispute. Each broker shall be appointed within thirty (30) days prior to the commencement of Lease Year 11. The two brokers so appointed by LESSEE and LESSOR shall, within ten (10) days after the date of the appointment of the second broker, agree upon and appoint a third broker who shall be qualified based on the same criteria set forth above, except such broker shall have no affiliation or prior business relationship with either LESSOR or LESSEE. Within ten (10) days after the appointment of the third broker, LESSEE and LESSOR shall submit to the panel of brokers, in writing (and with a copy to each other) what each party believes to be the appropriate Total Fair Market Rent ("FMR") for the Leased Premises for the remainder of the

Term. Within ten (10) days after receipt of the proposed Total FMR, the panel of brokers shall meet and determine (by majority vote) which of the two proposals most accurately establishes the Total FMR, which proposal shall thereupon be adopted by the panel as the Total FMR. Based upon the Total FMR adopted by the brokers in accordance with the immediately preceding sentence, the brokers will decide upon the Rent for the remainder of the Term. The decision of the brokers shall promptly be communicated to LESSOR and LESSEE. If either LESSOR or LESSEE fails to appoint a broker within the time period specified in this Section, the broker appointed by one of them shall constitute the sole broker, and shall alone make the determination of which proposal most accurately establishes the Total FMR (and notify LESSOR and LESSEE thereof). Each party shall pay the fees and expenses of the one of the two original brokers appointed by or for such party, and the fees and expenses of the third broker and all other expenses (not including the attorney's fees, witness fees and similar expenses of the parties which shall be borne separately by each of the parties) of the arbitration shall be borne by the parties equally. In the event the parties cannot mutually agree to the amount of Rent payable hereunder prior to the commencement of Lease Year 11, either party shall have the right to terminate this Lease, and LESSOR shall refund to LESSEE any Rent paid in advance for the remainder of the un-expired Term.

3.4 It is acknowledged by the parties that the Rent payments herein are predicated on **monthly** installments. Should the provisions of Section 5 become operative, or the Term of this Lease commences on some day other than the first of the month, all Minimum Annual Guaranteed Rent payments required hereunder shall be prorated based upon a thirty (30) day month.

3.5 As an inducement to enter into this Lease, LESSEE shall pay to LESSOR an amount of One Hundred Twenty-Four Thousand Dollars and 00/100 (\$124,000) ("Bonus"). The total Bonus amount shall be held in an escrow account by Weiss Serota Helfman Cole & Bierman, P.L., which shall be payable as follows:

- (i) Within ten (10) days after the execution of this Agreement, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$31,000), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is unable to obtain any Permits (as such term is defined in Section 6.1 below) or any other approvals required by a governmental authority having jurisdiction over the Sign Structure(s) ("Approvals") within the one (1) year period after the full execution of this Agreement;
- (ii) Within thirty (30) days after the date that all Permits and Approvals have been issued (without condition) to LESSEE, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$31,000), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is prevented from, or unable to, construct the Sign Structure(s) for any reason outside of its control within the one (1) year period immediately following the date all Permits and Approvals have been issued (without condition) to LESSEE; and
- (iii) Within thirty (30) days after the Sign Structure(s) have been fully constructed on the Leased Premises, are operational and legally ready to accept third party advertising, and LESSOR's final inspection/final approval thereof has been completed and the Commencement Date has occurred, LESSEE shall pay LESSOR an amount equal to 50% of the Bonus (\$62,000).

Conflicting Demands. If conflicting or adverse claims or demands are made or notices served upon Weiss Serota Helfman Cole & Bierman, P.L. ("Escrow Agent") with respect to the escrow provided for herein, each of LESSOR and LESSEE agree that Escrow Agent shall be entitled to refuse to comply with any such claim or demand and to withhold and stop all further performance of this escrow so long as such disagreement shall continue. In so doing, Escrow Agent shall not be or become liable for damages, losses, expenses or interest to LESSOR, LESSEE or any other person for its failure to comply with such conflicting or adverse demands. Escrow Agent shall be entitled to continue to so refrain and refuse to so act until: (a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction and venue over the parties and/or the documents, instruments or funds involved herein or affected hereby; and/or (b) Escrow Agent shall have received an executed copy of a dispositive settlement agreement or other written agreement or instructions to which LESSOR, LESSEE and all other adverse claimants, if any, are parties and signatories. Escrow Agent also may elect to commence an interpleader or other action for declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and may deposit with a court the Bonus held hereunder; following which actions Escrow Agent shall be relieved and discharged from any further duties and obligations under this Section 3.5.

3.6 As an inducement to enter into this Lease, LESSEE agrees to make an annual charitable donation to a community engagement cultural arts fund (the "Cultural Fund") for Youth Programs in the amount of Four Thousand Dollars and 00/100 (\$4,000.00), (the "Charitable Donation"). The Charitable Donation shall be made by check delivered by LESSEE to the Cultural Fund within three (3) days after the Commencement Date, and at the commencement of each Lease Year thereafter, unless the Cultural Fund becomes inactive, files for bankruptcy or other protection from creditors or is otherwise dissolved, in which event, LESSEE's obligation to make a Cultural Fund shall be deemed null and void.

SECTION 4 **TERM OF AGREEMENT**

4.1 This Lease shall be effective as of the date of execution. The initial term of this Lease shall be for a period of twenty (20) year(s) commencing on the first day of the calendar month immediately following the date on which final inspection (or equivalent) is issued (the "Commencement Date"). This Lease may be renewed, upon mutual agreement of the Parties, for Two (2) successive FIVE (5) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless otherwise terminated by LESSOR as provided herein. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term." Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year."

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 LESSOR shall have the right to terminate the Lease Agreement, as set forth below in Section 5.3.

5.2 In the event LESSEE reasonably determines; (a) LESSEE is unable to secure or maintain any required Permit or license from any appropriate governmental authority; (b)

federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially damaged or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (f) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (g) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the Rent until the issues with "a" through "g" above are cured, and/or terminate this Lease upon thirty (30) days' notice in writing to LESSOR and LESSOR shall refund to LESSEE any Minimum Annual Guaranteed Rent paid in advance for the remainder of the un-expired Term.

5.3 It is mutually covenanted, and this Agreement is made upon the condition that the occurrence of any of the following shall be deemed an event of default (an "Event of Default"):

- (a) If the Rent or other sums which LESSEE herein agrees to pay, or any part thereof, shall remain unpaid for a period of ten (10) days after LESSEE's receipt of written notice;
- (b) If either party fails to comply in any material respect with any of the other terms, agreements, conditions or covenants herein contained that is such party's obligation, and such failure continues for a period of thirty (30) days after its receipt of written notice from the non-defaulting party; or
- (c) In the event either party files a petition for bankruptcy or insolvency, or a court ordered reorganization of such party, and such action is not stayed or dismissed within sixty (60) days after the date of filing.

Upon the occurrence of an Event of Default, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within the time frame set forth above; provided, however that, for any non-monetary default, if a cure cannot reasonably be effected in such thirty (30) days, the defaulting party may continue such cure past thirty (30) days from notice provided it commences such cure within thirty (30) days from notice and pursues such cure to completion. If either party fails to cure an Event of Default in accordance with the foregoing, the non-defaulting party may declare the Agreement terminated, and LESSOR may exercise all rights of entry or reentry upon said Leased Premises, in addition to any other remedy available at law or in equity.

5.4 The termination of this Agreement under Section 5.1, 5.2 or 5.3 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6

PERMITS; CONSTRUCTION OF SIGN STRUCTURES

6.1 *Permits.* LESSOR warrants that LESSOR is the owner of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary

applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE, including, without limitation, any and all permits required by the Florida Department of Transportation ("FDOT") (collectively, the "Permits"). LESSOR shall reasonably cooperate with LESSEE to obtain Permits and any other applicable governmental agency for installation, construction, maintenance and removal of the Sign Structures, provided that LESSOR shall incur no costs in connection therewith. Subject to the foregoing, LESSEE shall be solely responsible for obtaining any and all permits, approvals, waivers, and releases required, or any other requirement necessary to use the Leased Premises. LESSEE agrees that once the Permits are obtained to construct the Sign Structures, LESSEE shall use its commercially reasonable efforts to maintain and/or, to the extent required by applicable law, take all commercially reasonable steps necessary to renew those Permits during the Term of this Agreement.

6.2 *Notice to Proceed.* Subject to Section 6.3 below, LESSEE shall promptly commence work to obtain the Permits. The Community and Economic Development Director ("CED Director") shall facilitate access to the Leased Premises.

6.3 *Final Plans and Specifications.* LESSEE shall submit its final plans and specifications for the Sign Structures (the "Final Plans and Specifications") to the CED Director prior to submitting Permit applications. The final design and height, final plans and specifications, and location on Leased Premises for the Sign Structures shall be approved in writing by LESSOR within fifteen (15) business days after its receipt of LESSEE's submission of such plans and specifications, which approval shall not unreasonably be withheld, delayed, or conditioned. If, as applicable, LESSOR disapproves of the Final Plans and Specifications, LESSOR shall provide notice of disapproval of the Final Plans and Specifications in writing to LESSEE within such fifteen (15) day period, specifying the reasons upon which the rejection is based, and LESSEE shall resubmit revised Final Plans and Specifications to LESSOR for approval in accordance with the above procedure. LESSOR'S review of the Final Plans and Specifications are for its sole purpose, and LESSOR shall not be responsible for quality, design, Code compliance, or other matters, and LESSOR shall have no liability whatsoever in connection therewith or for any omissions or errors in the Plans and Specifications. The LESSOR-approved Final Plans and Specifications shall be the "Approved Plans and Specifications."

6.4 *Construction.* In accordance with the Permits and Approved Plans and Specifications, LESSEE shall commence promptly and proceed diligently to complete construction of the Sign Structures. All such construction or installation of the Sign Structures shall be undertaken by LESSEE at no cost to LESSOR. Construction of the Sign Structures shall be completed within 120 days of issuance of the Permits, except that LESSEE shall not be deemed in default of this Section 6.4 if any delay is outside of LESSEE's control, such as the occurrence of a hurricane and/or imposition of a ban and/or extreme tariffs on foreign steel. Final inspection shall be conducted by an inspector with the relevant skills, knowledge, and ability for inspecting billboards.

SECTION 7

REPAIRS, ALTERATIONS, AND ADDITIONS

LESSEE shall at its sole cost, keep and maintain the Leased Premises, Sign Structure, all advertising thereon and appurtenances thereto and every part thereof in good order,

condition, and repair (ordinary wear and tear excepted), and in accordance with the highest industry standards for similar display structures. LESSOR shall not be required to repair or maintain any portion of the Leased Premises or Sign Structures.

Following installation/construction of the Sign Structures in accordance with this Agreement, LESSEE may make structural alterations and additions to the Leased Premises only with prior written approval of LESSOR. Such approval by LESSOR may be given in its sole and absolute discretion.

SECTION 8 **INDEMNIFICATION**

LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises. LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from and against any and all penalties, liabilities, damages, and charges (including without limitation, reasonable attorneys' fees and legal expenses incurred by LESSOR in connection with such penalties, liabilities, damages, or charges and proceedings) imposed or sought to be imposed on or involving LESSOR for any violation of any laws, ordinances, or regulations applicable to LESSEE'S use of the Leased Premises. Nothing in this Agreement shall be deemed or treated as a waiver by LESSOR of any immunity to which it is entitled by law, including but not limited to LESSOR'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

LESSEE shall, at no cost to LESSOR, obtain, maintain, and cause to be in effect at all times from the date of execution of this Agreement to the later of (i) the last day of the Term, or (ii) the last day LESSEE is (A) in possession of the Leased Premises or (B) has the right of possession of the Leased Premises, the types and amounts of insurance specified in Exhibit B, attached hereto.

SECTION 10 **TITLE TO IMPROVEMENTS**

This agreement is a Lease (not a license). During the Term of this Agreement, the Sign Structure(s) on the Leased Premises and all sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor and any and all Permits related thereto shall at all times remain the property of LESSEE. LESSEE shall have the right to remove the digital billboard panels at any time during the Term of the Lease (as the same may be extended), with prior written approval from LESSOR. LESSEE shall have right to remove, at its own cost, all sign(s), digital billboard panels, improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor (other than the Sign Structure(s)) and any and all Permits related thereto for a reasonable amount of time after the expiration or termination of

the Lease. The future existence of the Sign Structure(s) and all below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove any sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor or any of the Permits related thereto from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation. Upon expiration of or earlier Termination of the Lease Agreement, LESSEE shall, without any compensation, surrender the billboards structures on the Leased Premises to LESSOR and LESSOR shall own the billboards structures. LESSEE agrees to clean and leave the Leased Premises in good condition (ordinary wear and tear excepted).

SECTION 11

EMINENT DOMAIN

In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Leased Premises; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition; provided that the same shall not diminish or delay LESSOR's award of damages or other compensation with respect to the Property. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

SECTION 12

ELECTRICITY

LESSEE shall pay for all electrical power consumed by the Sign Structure(s).

SECTION 13

VISIBILITY

LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/hers/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Leased Premises, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s)

SECTION 14
FDOT REGULATIONS

Notwithstanding anything to the contrary contained in the sign ordinance, the parties acknowledge and agree that the vegetation requirements, and the height and lighting of the Sign Structure(s) shall only be required to comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, a copy of which is attached hereto as Exhibit C, provided that the interval of copy change on any sign face on the Sign Structure(s) shall be no more frequent than one (1) change every eight (8) seconds

SECTION 15
NON-EXCLUSIVE

LESSEE acknowledges and agrees that LESSEE does not have any right with respect to outdoor advertising on any other property of LESSOR. LESSOR shall have the right to permit others to engage in outdoor advertising at any location other than the Property, provided that LESSOR shall not have the right to erect structures which obstruct the visibility of the Sign Structures. The Parties acknowledge and agree that this provision shall not apply to the four (4) leases contemplated to be executed concurrently with this Lease.

SECTION 16
LESSOR USE OF ADVERTISING SPACE AND TIME

LESSEE will provide from time to time as and when requested in advance in writing by LESSOR, the right to display LESSOR prepared and approved advertisements for City-sponsored events ("City Advertisement") on the Sign Structure(s), within the City of Miramar (the "City") and within other major media markets throughout the United States, with a "minimum retail value" of no less than \$20,000.00 per Lease Year, at no cost to LESSOR. LESSOR agrees that LESSEE may remove any City Advertisement promptly upon LESSEE securing a revenue producing advertisement for the Sign Structure(s). At the end of each Lease Year, LESSEE shall provide LESSOR documentation showing the retail value expended on City Advertisements for that Lease Year. If the annual \$20,000.00 minimum retail value is not achieved during any Lease Year, the unused portion thereof will not rollover to the following year, and will be deemed abandoned.

Any such City Advertisements shall be strictly for the benefit of the City, and shall not include the names or logos of any third-party businesses or sponsors. If after posting a City Advertisement any third party asserts that said advertisement is defamatory or infringes on any copyright, trademark or other intellectual property or privacy right, or if adverse publicity results therefrom, LESSEE shall have the right to remove the City Advertisement, and to discontinue the display of the City Advertisement until such time as the City shall supply a new, or designates a previous, City Advertisement To be eligible to take advantage of this opportunity, LESSOR shall provide LESSEE, in advance with the artwork/design/graphics for the City Advertisement. The City Advertisements will be displayed on the Sign Structure(s) at no cost to LESSOR.

LESSOR'S Office of Marketing and Public Relations shall prepare City Advertisements,

which shall meet LESSEE'S specifications, and provide them to LESSEE. LESSEE shall display City Advertisements within five (5) days of receipt of the City Advertisement from LESSOR. For purposes of this paragraph, LESSOR'S contact person shall be the Office of Marketing and Public Relations at 954-602-3147, and LESSEE'S contact person shall be Chris Ashley at 954-971-2995.

On a space available basis, from time to time as and when requested in advance in writing by LESSOR, LESSEE will allow LESSOR to post public service announcements on the Sign Structure(s) ("PSAs").

SECTION 17 **FAVORED NATIONS CLAUSE**

In the event that LESSEE is granted an agreement pursuant to a Request for Proposal or similar competitive process, for a billboard, pursuant to which LESSEE has agreed to pay to any other incorporated municipalities within Broward County a higher rent than the Rent currently payable to LESSOR pursuant to the terms and conditions this Lease, LESSEE shall notify Lessor in writing and LESSOR shall be entitled to receive the such higher Rental amount effective on the first day of the month immediately following the date of LESSEE's written notice to LESSOR under this Section 17. The adjusted Rent shall not be retroactive. The parties acknowledge and agree that this covenant shall at all times exclude unincorporated Broward County, the City of Ft. Lauderdale, the City of Pompano Beach, lands owned/operated by the Seminole Tribe of Florida, and Broward County Aviation.

SECTION 18 **ADDITIONAL LOCATIONS**

LESSEE may propose other prime areas for future locations within the City for another Sign Structure, subject to zoning restrictions. LESSOR shall have the sole right to determine whether the proposed location for another Sign Structure is suitable, taking into consideration such factors as visibility, size of sign or foundation, and compatibility with on-site and nearby land use potential environmental effects.

SECTION 19 **LESSOR OWNERSHIP REPRESENTATIONS**

LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the Rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of Rent until LESSEE has been fully reimbursed for such payments, interests and fees.

SECTION 20
TAXES AND ASSESSMENTS

LESSEE agrees to pay all lawful taxes, assessments, or charges, which during the Term may become a lien or be levied by the state, county, city, or any other tax or assessment levying body upon the Sign Structure or any possessory right which LESSEE may have in or to said Sign Structure.

SECTION 21
PERMITTED USES

The Leased Premises shall be used solely for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S Sign Structures. LESSEE, may with prior written approval from LESSOR, add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.

SECTION 22
ADVERTISING STANDARDS

LESSEE agrees to display on the Sign Structures commercial advertisements in compliance with the following advertising standards and requirements ("Advertising Standards"):

- No advertisements promoting the sale or use guns/firearms, or tobacco.
- No advertisements promoting the sale of alcohol within 500 feet of a church, school, or playground.
- No advertisements or public service announcements (other than City Advertisements or PSAs) shall be accepted by LESSEE for display, which is to the knowledge of LESSEE:
 - Clearly defamatory; or
 - Obscene or pornographic according to local community standards; or
 - In advocacy of unlawful violent action.
- Advertisements of a political or editorial or election nature, either for a specific candidate(s) or an issue(s), are to comply with Florida campaign laws

LESSOR may revise the Advertising Standards from time to time, and any such changes shall only be binding upon LESSEE if mutually agreed to in advance in writing. The Parties recognize and acknowledge that LESSOR is implementing the Advertising Standards as a landlord of LESSOR'S property under its proprietary powers, and that the provisions hereof in no way affects the LESSOR'S powers to regulate advertising, billboards, or related matters under its independent regulatory powers. LESSOR may request removal of an advertisement if LESSOR reasonably determines that such advertisement violates the Advertising Standards. LESSEE shall use its best efforts to remove such advertisement within three (3) days of receiving LESSOR'S request for removal.

SECTION 23

FIRST REFUSAL

LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.

SECTION 24 **SURRENDER AND HOLDOVER**

LESSEE covenants that at the expiration or any earlier termination of the Term of this Agreement for any reason, or any holding over that LESSOR has otherwise objected to, LESSEE will quit and surrender said Leased Premises in good condition (ordinary wear and tear excepted). Upon expiration or earlier termination of this Agreement, all rights associated with the Leased Premises shall revert back to LESSOR and LESSEE shall have no further rights, remedies, or obligations under this Agreement with respect to the Leased Premises, other than as set forth in Section 10 above. Further, LESSOR shall have the sole and exclusive right to enter into a new agreement with LESSEE or with another company that is in the business of outdoor advertising with respect to the Property, Sign Structures, or any portion thereof, and LESSEE agrees that it shall have no claim, right, or option for the Property.

If LESSOR has not otherwise objected to LESSEE'S holding over the use of said Leased Premises after the Term of this Agreement has terminated in any manner, such holding over shall be deemed merely a hold from month-to-month on the same terms and conditions as provided herein except as follows: During any holdover period, LESSEE shall pay LESSOR monthly rental equal to the prorated Minimum Annual Guaranteed Rent for the month immediately preceding the holdover period and Percentage Rent. In addition, LESSOR, upon thirty (30) day's written notice to LESSEE, may change any of the other terms and conditions of the holding over.

SECTION 25 **RECORDATION**

Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any) execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.

SECTION 26 **LEASE DOCUMENTS**

This Agreement is subject to the terms, conditions, and requirements set forth and described in Request For Proposal 19-05-24 and all addendums thereto as of the date of this Lease ("RFP"), attached hereto as Exhibit D, and any subsequently negotiated changes to

same. In the case of any conflict between the RFP, this Agreement, or any amendment/addendum issued, the order of precedence shall be: the last amendment/addendum issued, this Agreement, and then the RFP.

SECTION 27

AUDIT AND INSPECTION RIGHTS

No more than once per Lease Year, upon not less than fourteen (14) business days prior written notice to LESSEE, LESSOR may, at its sole cost and expense, audit, or cause to be audited, those books and records of LESSEE which are solely related to revenue generated under this Agreement during the immediately preceding Lease Year (the "Records"). Any such audit shall be conducted at LESSEE's offices where such Records are kept, during regular working hours. Neither LESSOR nor its auditor shall remove the Records from LESSEE's office and shall, subject to Chapter 119, Florida Statutes, keep all terms of the Records confidential. This confidentiality obligation shall survive the expiration or termination of the Lease. LESSEE agrees to maintain all such Records for a period of three years after final payment is made under this Agreement.

SECTION 28

SCRUTINIZED COMPANIES

28.1 LESSEE certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE or its subcontractors are found to have submitted a false certification; or if LESSEE, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

28.2 If this Agreement is for more than one million dollars, LESSEE certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE, its affiliates, or its subcontractors are found to have submitted a false certification; or if LESSEE, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

28.3 LESSEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

28.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 29

AGREEMENT, AMENDMENTS, AND ASSIGNMENT

29.1 This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises.

29.2 This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE. No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

29.3 This Lease shall be binding upon successors and assigns of the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof without consent of the LESSOR, which shall not be unreasonably withheld, conditioned or delayed. This Section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction. LESSEE shall not sublease this Agreement.

SECTION 30

GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 31

NOTICES

All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto, which must be given by written notice, shall be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. Rent payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below, such new forwarding address shall not be effective until forty-five (45) days after LESSEE's receipt of such notice from LESSOR. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR LESSEE: _____

Chris Ashley
OUTFRONT Media LLC
2640 NW 17th Lane
Pompano Beach, FL 33064

FOR LESSOR:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242

SECTION 32
PUBLIC RECORDS

The parties acknowledge that this agreement is subject to Chapter 119, Florida Statutes.

SECTION 33
COVENANT AGAINST CONTINGENT FEES

LESSEE agrees that it has not employed or retained any person or company employed by LESSOR to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, LESSOR shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 34
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 35
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 36
JOINT PREPARATION

LESSOR and LESSEE acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 37
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LESSOR, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by LESSEE, by and through its _____, attested to and duly authorized to execute same.

LESSOR

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 2019

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

LESSEE

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Date: _____

By: _____

EXHIBIT A

The "Leased Premises" shall consist of an approximate area within the "Billboard Zone" identified on this Exhibit and made a part hereof, where the supporting structure of the Sign Structure is affixed to the Property and the airspace above the same. The parties hereto shall agree upon a more specific location within SIXTY (60) days of the date hereof. Once a specific location is agreed upon, this Exhibit A shall be replaced with a mutually agreeable formal survey.

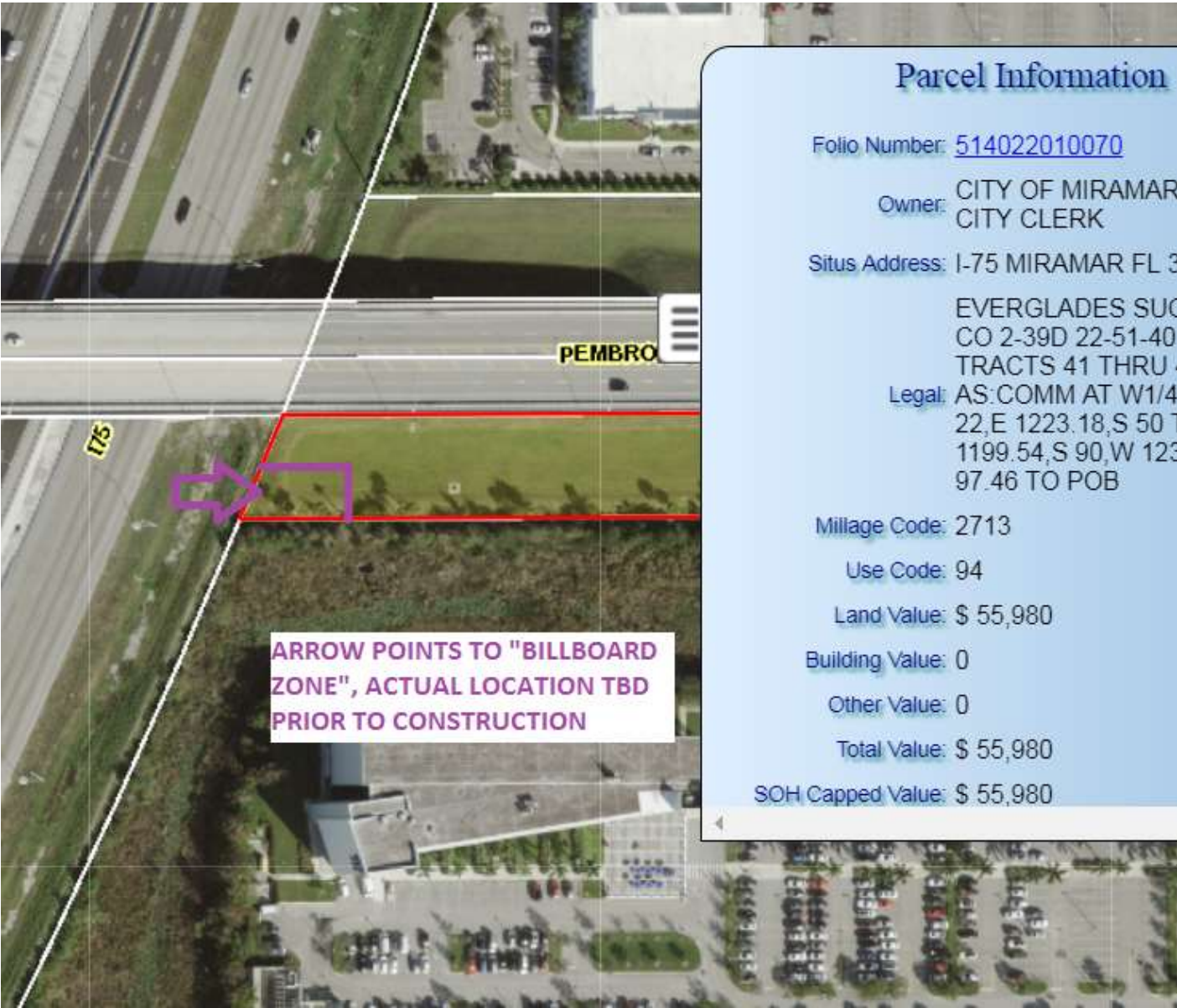


EXHIBIT "B"**INSURANCE REQUIREMENTS**

INSURANCE - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable) and workers' compensation (where applicable) and in an amount acceptable to the City's Risk Manager.

Limits of Insurance - Contractors shall maintain the following limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 per occurrence, personal injury and advertising injury liability \$1,000,000; general aggregate \$2,000,000.
3. Workers' Compensation: Per statutory requirement.

Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, until at least 30 calendar days' written notice has been given to the City.

EXHIBIT C

14-10.004 Permits.

(1) An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, incorporated herein by reference, to the address listed in subsection 14-10.003(2), F.A.C. Applications may be obtained from the State Outdoor Advertising License and Permit Office.

(a) The applicant shall submit separate instruments of payment for each application for a new permit, in order to avoid denial of multiple applications for one application being denied.

(b) Prior to issuing any permit, the Department will inspect the proposed sign site to assure compliance with Chapter 479, Florida Statutes, and this rule chapter. To ensure that the site inspected is the same specified in the application, the applicant shall mark the proposed sign site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed from the time of submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on permit applications in order of the date of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fee has been submitted. All information provided on the application by the applicant must be certified as being true and correct.

2. Applications containing incorrect information will be denied.

3. Incomplete permit applications will be returned to the applicant along with any permit fees which were submitted with the application.

4. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

5. The written statement from the landowner required by Section 479.07(3)(b), Florida Statutes, must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

a. Identify the property on which the sign is to be located;

b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;

c. Grant the permission to or on behalf of the applicant; and

d. Authorize placement of the sign on the subject property.

(d) Complete applications will be either approved or denied within 30 calendar days of receipt by the Department, unless an earlier application for that site or a competing site is under review, or the application falls within paragraph (g) or (h), below. If denied, the application will remain in a pending status until the time to request an administrative hearing has elapsed. If a hearing is requested, the application shall remain in a pending status until time to request an appeal of a final order has elapsed. If an appeal is taken, the application will remain in a pending status until mandate is issued by the appellate court. Subsequent applications for competing sites shall be held without action until the pending status of the earlier application is resolved.

(e) If an application is approved, all subsequently received applications for competing sites shall be denied.

(f) For purposes of paragraph (c), above, when a valid permit is being conditionally canceled pursuant to subsection 14-10.004(9), F.A.C., the Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference, and Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, must be submitted simultaneously to the Department. Form 575-070-12 may be obtained from the address listed in subsection 14-10.003(2), F.A.C. The date the Department receives the cancellation and complete application documents shall be considered the date the application is received.

(g) When a permit application is received for a new sign site requiring vegetation management pursuant to Section 479.106, Florida Statutes, the permit application will not be considered complete until the applicant has been issued a vegetation management permit by the Department and has removed two nonconforming signs, which the Department has approved as meeting the requirements of Section 479.106(5), Florida Statutes.

(h) Applications for permits for locations which conflict with the location of an expired or canceled permit will not be processed until the sign for which the expired or canceled permit was issued is removed, unless a permit is being canceled as a condition for issuance of a new permit.

(i) A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation required by Rule 14-40.030, F.A.C., and Section 479.106(7), Florida Statutes, have been accomplished and the applicant has identified two nonconforming signs for surrender in accordance with Section 479.106(5), Florida Statutes.

(2) A permit shall be granted for an automatic changeable facing provided:

(a) The static display time for each message is a minimum of six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds;

(c) The change of message occurs simultaneously for the entire sign face; and

(d) The application meets all other permitting requirements.

Any such sign shall contain a default design that will hold the face of the sign in one position if a malfunction occurs.

(3) Notwithstanding any other provisions of this rule chapter, an outdoor advertising sign existing at a location which previously was not subject to the permitting requirements of this chapter, but which has become subject to the requirements of this chapter due to changes in the jurisdictional designation of highways, shall be granted a state permit in accordance with the process outlined below:

(a) The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

(b) Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

(c) When the Department is unable to provide the advance notice referenced in paragraph (a), above, the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice that the change in jurisdiction has become effective to submit an application for a sign permit.

(d) The Department shall issue an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, to the sign owner upon receipt of a complete Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 01/05, together with all items required by Section 479.07(3)(b), Florida Statutes. For existing signs, the written statement required by Section 479.07(3)(b), Florida Statutes, shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except in cases where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in writing that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed.

(4) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all owners of outdoor advertising permits on the affected roadway. The notice will advise permit holders of the Department's intent to revoke the permits, and will include a statement of the recipient's right to appeal the Department's action.

(5) When a controlled road or any portion of a controlled road is designated as a scenic highway or scenic byway pursuant to Section 335.093, Florida Statutes, new permits will not be issued for outdoor advertising signs visible from the portion of the highway designated as a scenic highway or byway.

(6) Posting of Tags. The permanent metal permit tag issued by the Department must be posted by the permittee at the sign site within 30 calendar days of issuance, and must remain in place at all times, whether or not a sign has been erected. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 07/01, incorporated herein by reference, and shall include a replacement fee of \$3.00 per tag. Form 575-070-01 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(7) Transfer of Permits. Authorization to transfer a permit shall be submitted on Outdoor Advertising Permit Transfer Request, Form 575-070-25, Rev. 07/01, incorporated herein by reference, to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The request shall be made in accordance with Section 479.07(6), Florida Statutes. Form 575-070-25 may be obtained from the address listed in subsection 14-10.003(2), F.A.C.

(a) The transferee shall certify that written permission of the landowner, or other person in lawful control of the sign site, to maintain the sign on the site in accordance with Section 479.07(2), Florida Statutes, has been secured.

(b) Transfer requests will not be processed without payment of permit fees in the amount necessary to prevent permit expiration, if the transferee and transferor are on different billing cycles.

(c) If a transfer of permit is made when the permit is in violation of Chapter 479, Florida Statutes, or in violation of this rule chapter, or if a revocation proceeding is pending, the permit is subject to conditions existing at the time of transfer. The Department's approval of a permit transfer shall not constitute waiver of rights on the part of the Department, nor shall permit transfer in any way prohibit issuance of notices of violation or preclude the Department from revoking the transferee's permit in accordance with Section 479.08, Florida Statutes.

(d) If a transfer of permit is made during the initial 270 days from the date of permit issuance, the permit transferee receives the permit subject to all conditions which were applicable to the original applicant.

(8) Cancellation of Permits. Permit cancellation notification must be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C., on Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 07/01, incorporated herein by reference. All canceled tags must be returned to the Department with the certification, or otherwise be accounted for in writing. Pursuant to Section 479.07(8)(b), Florida Statutes, if the sign has not been removed by the former permittee, it shall be removed by the Department and the cost assessed against the former permittee.

(9) Conditional Permit Cancellation. In instances where an applicant requests cancellation of one permit in order to obtain a new permit, the existing permit shall be canceled simultaneously with the issuance of the new permit. If a new permit does not meet current permitting requirements and cannot be issued, the existing permit will not be canceled.

(10) Permits Canceled, or Not Renewed, in Error – Petition for Reinstatement. Pursuant to Section 479.07(8)(b), Florida Statutes, a petition for reinstatement of permits canceled, or not renewed, in error by the permittee shall be submitted to the State Outdoor Advertising License and Permit Office at the address listed in subsection 14-10.003(2), F.A.C. The petition must be in writing, must list the affected permit(s), and must certify that:

(a) The permit was canceled, or not renewed, in error by the permittee;

(b) The permit tag for the canceled or expired permit was returned to the Department or otherwise accounted for;

(c) The sign has not been disassembled; and

(d) The local government has not declared the sign illegal or taken any other action to have it removed.

If the Reinstatement Petition is denied by the Department, a new permit may be issued for a sign only if the sign meets all current permitting requirements. The reinstatement fee is \$200.00 for a sign facing of 200 square feet or less, and \$300.00 for a sign facing greater than 200 square feet.

(11) Pursuant to the criteria set forth in Section 479.105(1)(e), Florida Statutes, the Department may issue a permit for an unpermitted sign, which has been structurally unchanged and continuously maintained for a period of seven or more years.

(12) Where the expansion or relocation of a transportation facility causes a sign to be located in the right of way, or within fifteen feet of the right of way, and the permit holder desires to relocate the sign to a conforming location perpendicular to the roadway from the site of the existing sign, the Department shall allow the relocation of the permitted sign in conformance with the following:

(a) The permit holder must submit a completed application for the relocated sign site in accordance with Section 479.07(3), Florida Statutes.

(b) The Department must determine that the relocated sign site is in conformance with all requirements for permitting.

Specific Authority 334.044(2), 479.02(7) FS. Law Implemented 215.34, 334.044(28), 339.05, 479.01(14), 479.02, 479.04, 479.07, 479.106(5), 479.24 FS. History—(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05.

EXHIBIT D

[RFP and all addendums to be attached]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____ (Seal)

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____ (Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On _____ before me, _____ a Notary Public,
personally appeared _____, who appeared to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____

REQUEST FOR PROPOSALS

BILLBOARD ADVERTISING

RFP No. 19-05-24



The City of Miramar City Commission:

**Mayor Wayne M. Messam
Vice Mayor Alexandra P. Davis
Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne**

**Vernon E. Hargray, City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

**DATE ISSUED: May 23, 2019
CLOSING DATE AND TIME: Tuesday, June 18, 2019
AT 2:00 P.M. EST**

TABLE OF CONTENTS

<u>CONTENTS:</u>	<u>PAGE #</u>
INTRODUCTION	
INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS	5
SECTION 1 GENERAL TERMS AND CONDITIONS	7
1-1 DEFINITIONS	7
1-2 AVAILABILITY OF REQUEST FOR PROPOSALS	8
1-3 CONE OF SILENCE	8
1-4 INTERPRETATIONS AND REPRESENTATIONS	9
1-5 RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS	9
1-6 PRE-PROPOSAL CONFERENCE	10
1-7 CONTENTS OF SOLICITATION	10
1-8 PREPARATION AND SUBMISSION OF A PROPOSAL	11
1-9 MODIFICATION OR WITHDRAWAL OF A PROPOSAL	15
1-10 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS	15
1-11 SOLICITATION POSTPONEMENT OR CANCELLATION	15
1-12 COST OF PROPOSALS	16
1-13 ORAL PRESENTATIONS	16
1-14 EXCEPTIONS TO THE SOLICITATION	16
1-15 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION	16
1-16 EVALUATION OF PROPOSALS	17
1-17 NEGOTIATIONS	18

TABLE OF CONTENTS (CONTINUED)

CONTENTS:	PAGE #
1-18 AWARD OF CONTRACT(S)	18
1-19 RIGHT TO APPEAL AWARD RECOMMENDATION	20
1-20 RESULTING CONTRACTOR OBLIGATIONS	20
1-21 OTHER AGENCIES (PIGGYBACK CLAUSE)	20
 SECTION 2 SPECIFIC TERMS AND CONDITIONS	 21
2-1 PURPOSE: TO ESTABLISH A CONTRACT BETWEEN A PROVIDER AND THE CITY OF MIRAMAR FOR BILLBOARD ADVERTISING	 21
2-2 SOLICITATION TIMETABLE	21
2-3 LEASE TERMS AND CONDITIONS	21
2-4 METHOD OF AWARD	24
2-5 CONTENTS OF PROPOSAL	24
2-6 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS	24
2-7 POINT OF CONTACT	24
 SECTION 3 SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL	 26
3-1 PURPOSE AND INTENT OF REQUEST FOR PROPOSALS	26
3-2 CITY BACKGROUND	26
3-3 PROJECT BACKGROUND & LOCATIONS	26
3-4 SCOPE OF SERVICES AND SPECIAL REQUIREMENTS	27
3-5 MANAGEMENT & PERSONNEL	28
3-6 SILENCE OF SCOPE OF SERVICES	29
3-7 PROPOSAL EVALUATION AND CRITERIA	29

TABLE OF CONTENTS (CONTINUED)

<u>CONTENTS:</u>	<u>PAGE #</u>
3-8 CONTENT OF PROPOSAL	31
SECTION 4 SAMPLE LEASE AGREEMENT	35
SECTION 5 SUBMITTAL FORMS	49

INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

- a) Proposer's name and return address;
- b) Solicitation number;
- c) Solicitation Due Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½-inch by 11-inch paper, neatly typed on one side only, with one-inch margins and single-line spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and Five (5) bound copies (**a total of six (6)**) and **one (1) USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) above and submitted to:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Proposals submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

NOTE: The Request for Proposals number must be stated clearly on the envelope or container containing the Proposal. All required forms must be completed by the Firm submitting the Proposal.

SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

JUNE 18, 2019 AT 2:00 P.M. EST

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" or "Lease" shall refer to the Agreement that may result from this Request for Proposals.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable.

The term "Local Business" shall refer to a firm that has an office and is actively doing business within the City, is domiciled within the City limits, and is in compliance with all City's licensing requirements and be current on all City taxes. If in business for less than one (1) year, firm must provide evidence of a previous business ownership within the City within the past three (3) years.

The term "Procurement Office" or "Procurement Department" shall refer to the Procurement Department of the City.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms "Proposer" or the "Firm" shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The terms "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online at www.demandstar.com or by requesting a faxed registration form by calling (800) 711-1712.

Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.

To request the Solicitation from the City's Procurement Office, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

1-3

CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposals, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4

INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7(b) below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See also Section 1-5 below.

1-5

RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4357
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov]

1-6

PRE-PROPOSAL CONFERENCE (Non-Mandatory)

A Non-Mandatory Pre-Proposal conference will be held on Tuesday, June 4, 2019 at 10:30 AM in the Engineering Conference Room located at 2200 Civic Center Place, 2nd Floor, Miramar, FL 33025. **Please submit all questions in writing by, Wednesday, June 5, 2019 to the contact person(s) listed above.**

1-7

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above. A request must be received by the Procurement Office by the deadline specified in this RFP. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The City's Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Scope of Services; and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3053.

1-8

PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

- b) Vendor registration is not required.
- c) Criminal Conviction Disclosure.

Any individual Proposer who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

- d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

- e) Preference for Local Bidders.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

- f) Preference for Businesses Employing Miramar Residents.

A vendor located outside of the City limits is considered equivalent to a City vendor and accorded the same preference if it employs a minimum of ten (10) full time equivalent ("FTE") City residents or City residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Preference for CBE or SBE Firms.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

h) Application of Preferences.

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

i) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two (2) or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT.**"

j) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT.**"

k) Non-Collusion Declaration.

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION.**"

l) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT.**"

m) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

n) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

o) Antitrust Laws.

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

p) Conflicts of Interest.

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

q) Collection of Fees and Taxes.

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

1-9**MODIFICATION OR WITHDRAWAL OF A PROPOSAL****a) Modification of a Proposal**

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract is made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-10**LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-11**SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-12**COST OF PROPOSALS**

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

1-13**ORAL PRESENTATIONS**

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-14**EXCEPTIONS TO THE SOLICITATION**

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken shall be submitted in writing in the proposal under the appropriate section for Exceptions and Deviations.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one (1) Proposal without exceptions and an alternate Proposal with exceptions.

1-15**PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION**

- a) Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law." Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3053.
- b) All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City's best interest. Acceptance or rejection of any Proposal shall not nullify the City's rights hereunder.

EVALUATION OF PROPOSALS

a) Rejection of Proposal.

- 1) The City may reject any Proposer's Proposal, and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.
- 2) The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."
- 3) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

- 1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of billboard advertising. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily construct, install, and maintain the billboards required by this Solicitation. Financial stability must be demonstrated by including 5 years of audited financial statements.
- 2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity.

- 3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.
- 4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-17 NEGOTIATIONS

- a) The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.
- b) To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

1-18 AWARD OF CONTRACT(S)

- a) Contract(s).

The Successful Proposer understands that the City reserves the right to utilize its standard form of Contract or Lease resulting from an informal Request for Proposals as the Agreement resulting from this Solicitation. If a Proposer desires to a sample of the City's Contract for review, please contact the person listed in Section 2-9, POINT OF CONTACT.

- b) Additional Information.

The award of a Contract may be preconditioned on the subsequent submission of other documents. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the

form required by the City. Where the Successful Proposer is deemed “Non-Responsive” as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

c) Independent Contractor.

The Successful Proposer is and shall at all times remain as to the City a wholly independent contractor. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer’s sole discretion, and not an employee, contractor, or agent of the City. Neither the City nor any of its agents shall have control over the conduct of the Successful Proposer or any of Successful Proposer’s employees or agents, except as herein set forth. The Successful Proposal shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the City. The Successful Proposer shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City.

d) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180 day extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

e) Limited Contract Extension.

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

1-19

RIGHT TO APPEAL AWARD RECOMMENDATION

- a) After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five (5) business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.
- b) A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Value	Protest Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

1-20

RESULTING CONTRACTOR OBLIGATIONS

- a) Rules, Regulations, Licensing, and Other Requirements.

The Proposer shall comply with all laws and regulations applicable to the billboard advertising requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect its performance pursuant to this Solicitation.

1-21

OTHER AGENCIES (PIGGYBACK CLAUSE)

The successful Proposer(s) from this RFP may permit any other municipality or government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. Any other agency that chooses to piggyback the terms and conditions of this contract shall do so independently and shall be responsible for its own purchases.

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A LEASE BETWEEN THE SUCCESSFUL PROPOSER AND THE CITY OF MIRAMAR FOR BILLBOARD ADVERTISING.

The purpose of this Solicitation is to establish a Lease Agreement as specified herein from an entity that will lease City property and design, construct, install, manage and maintain billboards throughout the City, in accordance with the terms, conditions, and Scope of Services contained in this RFP.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the “Proposer”, to provide the Services for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

<u>Milestone</u>	<u>Timeframe</u>
RFP Issuance.....	Thursday, May 23, 2019
Pre-Proposal Conference (Non-Mandatory) –	Tuesday, June 4, 2019 @ 10:30 AM
Deadline for Clarification Questions	Wednesday, June 5, 2019
Proposals Due to City.....	Tuesday, June 18, 2019 at 2:00 PM EST
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3

LEASE TERMS AND CONDITIONS

The Successful Proposer shall enter into a Lease Agreement with the City, satisfactory to the City Attorney as to form and legal sufficiency, and shall include, but is not limited to, the following mandatory terms and conditions:

1. The term of the Lease Agreement resulting from this solicitation shall commence upon execution by both parties, and shall continue for a term of twenty (20) years, with two optional five-year renewal terms, in the City’s discretion, unless otherwise terminated by the City as provided herein. The agreement shall remain in full effect for the term of the Lease. However, the City shall have the right to re-

negotiate revenues from advertising payable to the City and the monthly lease payment at any time after the first ten years of the Lease Agreement. The City also reserves to the right to amend the agreement as necessary as long as the change is agreed to by both parties.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2. The Successful Proposer must execute a Lease Agreement with the City within 60 days of notice by the City of the approval to lease the property. The City reserves the right to waive or extend this deadline.
3. The Successful Proposer shall be solely responsible for obtaining any and all permits, approvals, waivers, and release required, or any other requirement necessary to use the Property.
4. The Successful Proposer shall agree to apply for said special permits, and/or sign permits within 10 days after the execution of the Lease Agreement with the City.
5. The Successful Proposer shall lease the Property in "as is" condition.
6. Lease payments shall be made on a monthly basis and shall be due on the first day of each month.
7. The Successful Proposer shall, at all times during the term of the Lease Agreement and at its own cost and expense, keep and maintain in repair and good condition all structures and improvements at any time erected on the Property and shall use all reasonable precaution to prevent waste, damage, or injury. The City shall not be required to furnish any services or facilities or to make any improvements, repairs, or alteration or do any other thing in or to the lease property during the term of the Lease Agreement.
8. The Successful Proposer shall at all times comply with all applicable state, county, and city government laws, rules, and regulations, pertaining to the installation, operation, maintenance, replacement, and repair of the billboards, appurtenant structures and improvements, and shall secure all necessary state, county, and city permits and approvals.
9. Electrical power to the Successful Proposer's billboards shall be separately metered and the Successful Proposer shall pay all charges for electricity and other utilities used at the Site, including the cost of extending utilities to the Property.

10. The City and its employees, agents, and officers, shall have a right of access to the Property at all times in order to inspect the Property, to take actions necessary to protect the Property, to enforce the terms of the Lease Agreement, or for any other purpose. Except in cases of emergency, the City will give the Successful Proposer at least 24 hours prior notification of its intention to access the Property.
11. The City shall have the right to terminate the Lease Agreement for cause, including, but not limited to failure by the Successful Proposer to observe a term or condition of the Lease Agreement, to pay rent, or to fulfill its obligation under any applicable, law, rule, regulation, or permit upon the issuance of thirty days (30) written notice.
12. During the term of the Lease Agreement, Successful Proposer shall own the billboards installed by Successful Proposer on the Property. Upon expiration of or earlier Termination of the Lease Agreement (other than termination due solely to a default by the City), Successful Proposer shall, without any compensation, surrender the billboards structures on the Property to the City and the City shall own the billboards structures, unless the City has notified Successful Proposer to remove, at Successful Proposer's sole cost and expense, any or all of the billboards structures prior to the expiration of the Term or such earlier termination of the Lease. In the event of a termination of the Lease Agreement due solely to a default by the City, Successful Proposer shall have the right to remove all improvements installed on the Property by Successful Proposer, at Successful Proposer's sole cost and expense, and Successful Proposer agrees to clean and leave the Property in good condition.
13. The Lease Agreement may create a possessory interest subject to property taxation, and Successful Proposer hereunder in whom such possessory interest is vested, may be subject to payment of property taxes levied on such interest.
 - a. Successful Proposer agrees to pay all lawful taxes, assessments, or charges which during the Lease term may become a lien or be levied by the state, county, city, or any other tax or assessment levying body upon any interest in this Agreement or any possessory right which Successful Proposer may have in or to said land and/or the improvements thereon by reason of its use or occupation thereof, or otherwise, as well as all taxes, assessments, and charges on any activity conducted by Successful Proposer on the Premises, and on goods, merchandise, fixtures, appliances, equipment, and property owned by it in and about said Property.
 - b. Successful Proposer may at no cost to the City reasonably contest the legal validity or amount of any taxes, assessments, or charges for which Successful Proposer is responsible under the Lease Agreement, and institute such proceedings as Successful Proposer considers necessary; provided, however, that Successful Proposer agrees that it shall at all times protect the City and the Property from foreclosure of any lien, and that the City shall not be required to join in any proceeding or contest brought by Successful Proposer, unless the City's participation is ordered as a

necessary party to the proceedings, in which case, Successful Proposer shall be responsible for, indemnify, and hold the City harmless, from the City's cost and expenses (which obligations shall survive the expiration or earlier termination of the Lease).

14. Successful Proposer agrees to display on the billboards commercial advertisements in compliance with the advertising standards and requirements, as described in Exhibit "A", attached hereto and incorporated herein. The City may revise the advertising standards from time to time. **The Successful Proposer and the City recognize and acknowledge that the City is implementing the advertising standards as a landlord of City property under its proprietary powers.**

2-4

METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration the evaluation factors set forth in this Solicitation.

2-5

CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3** below.

2-6

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-7

POINT OF CONTACT

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4573
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lbartra@miramarfl.gov

SECTION 3

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1

PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

The purpose of this RFP is to obtain digital LED billboards for advertising purposes on major roadways throughout the City of Miramar for the purpose of revenue generation.

The Successful Proposer will design, construct, install, manage, and maintain the billboards at their own cost in turn for a portion of the advertisement revenue payable to the City for the term of the agreement.

It is the intent of the City to sign an agreement with a successful proposer for an initial term of twenty (20) years, with two (2) optional five (5)-year renewal terms at the sole discretion of the City.

3-2

CITY BACKGROUND

The City is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past several years, with an increase in population from 72,739 in 2000 to 140,328 in 2017. The City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same period. The City is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

3-3

PROJECT BACKGROUND AND LOCATIONS

There are currently no billboards in the City of Miramar. The City has identified three (3) locations, subject to any permit and zoning approvals that may be necessary, for the construction and installation of billboards throughout the City. These are sites where City has a sufficient legal interest in the real property through an easement, lease, right-of-way, or some other instrument to be able to use the property for the purposes identified in the Scope of Services. The following the identified locations:

- | | |
|-------------------------------------|--|
| 1. 15200 SW 29 th Street | I-75 (3 million-gallon storage tank) |
| 2. West Water Treatment Plant | 4100 S Flamingo Rd
(Possible two (2) billboards for this location) |
| 3. Miramar Parkway & i75 | Small parcel in front of Home Depot Plaza
(Miramar Parkway / I-75 West bound) |
| 4. Waste Water Reclamation Facility | 13900 Pembroke Road |

The City is open to vendor proposals of other prime areas for other locations within the City for billboard advertising, subject to zoning restrictions. The City will have the sole right to determine whether the proposed location for the billboard is suitable, taking into consideration such factors as visibility, size of sign or foundation and compatibility with on-site and nearby land use potential environmental effects. Any additional location proposed, will not be considered in the evaluation and scoring of the proposal.

3-4

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

The Successful Proposer shall:

1. Lease City property for construction and installation of billboard

- i. The Successful Proposer shall sign a lease agreement, in substantially the form provided in Section 4 of this RFP, with the City for an agreed upon monthly lease payment for the use of the land.
- ii. The Successful Proposer will have no fee title, leasehold estate, possessory interest, permit, easement or other real property interest of any kind in the land/property used to host the billboard.
- iii. Lessor shall provide to Lessee any schedules and or documentation necessary to satisfy any updated accounting and reporting requirements for leases.

2. Design, Construct, and Install Billboards

- i. Design, construct, and install new “State of the Art” energy efficient Electronic Digital Billboards with minimum sign face area size of 10’ x 30’; double-sided full color digital display; high resolution and color intensity, dimming, etc. However, the sign face area size shall not exceed 14 feet by 48 feet (672 square feet). The total sign height shall not exceed 50 feet. The billboards shall have remote shutdown, diagnostic and maintenance capabilities as well as “Amber Alert” and ‘Silver Alert” capabilities, automatic brightness adjustment and color calibration to ensure consistent image quality. The Successful Proposer will be required to comply with all land development code restrictions.
- ii. Assume full financial responsibility for all design, construction, engineering, permitting, installation, and maintenance of the billboards.
- iii. Ensure compliance with all state, federal and local regulations to construct and install the billboards including but not limited to: all required permits, Underwriters Laboratories (UL) and International Electrotechnical Commission (IEC) standards, South Florida Building Code and State Statutes (Fla. St. 479), City ordinances.
- iv. Ensure warranty of billboards for a minimum of ten (10) years.

- v. Complete construction and installation and have billboard fully operational within 90 days of notice of commencement and receipt of permit.
- vi. Design and construct signature architectural design, subject to City approval, for the location at Miramar Parkway & I-75 (Small Parcel in front of Home Depot Plaza / Miramar Parkway / I -75 West Bound).

3. Maintenance and Management of Advertisements on Billboards

- i. Maintain records of revenues collected and advertising contracts, maintenance expenses, and other supporting documents for revenues collected and expenses incurred associated with billboards which shall be subject to annual audit by the City.
- ii. Ability to provide quarterly report to the City of revenues collected upon request.
- iii. Have the capability to repair and restore billboards within 24 hours of being down or any malfunction.
- iv. Maintain all above ground areas at billboard location.
- v. Purchase and store a minimum of one generator to maintain and power sign during emergency outages.

4. Provide revenue sharing to the City

- i. Provide percentage of advertising revenue payments to the City as agreed upon.
- ii. Provide a monthly lease payment or minimum guarantee payment for lease of property.
- iii. Provide City a one-time upfront signing bonus.
- iv. Allow for advertisement of city events/messages and public announcements on billboards within the City as well as other billboards accessible outside of City limits (statewide and nationally), at no charge to the City.

3-5

MANAGEMENT AND PERSONNEL

The Proposer shall include the following information in the Proposal:

- 3.5.1 Profile of the Firm – State whether your firm is local, national or international. Additionally, provide the following information:

- a. Age and size of the Firm and if a local office.
- b. Location of the office where the Work on this Engagement is to be performed.
- c. Number and nature of the professional staff to be assigned to this Project on a full time basis (resumes are preferred).
- d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).

3-6

SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-7

PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to this Solicitation, while striving to ensure a well-balanced committee. The scoring of the Proposals will be based on a point total and not a percentage factor. The selection committee will evaluate and score the Proposals received on the basis of the criteria and available points indicated below. The committee shall reserve the right to require oral presentations from one (1) or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits. After the final ranking, again based on the criteria and points set forth below, negotiations will be commenced with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and such Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest ranked firm, and to continue following this process until a mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Lease Agreement.

Evaluation Categories	Points
A. Experience and Expertise with providing similar systems with commercial and public sector clients	25
B. References	10
C. Resources and overall ability to meet the needs of the City	25
D: Financial Stability	10
E. Proposed guaranteed revenue to the City	30
F. City Local Preference	5
G. CBE/SBE Preference	<u>5</u>
Total Points	110

Scoring for References (Category B):

Proposers must submit five (5) completed and signed Reference questionnaires (See Section 5) for which work was satisfactory. Each completed and signed Reference questionnaire that is satisfactory in ALL areas will receive 1/5 of the possible points allocated. If a questionnaire contains an area that is unsatisfactory, Proposer will not be awarded points for that reference questionnaire.

Example 1:

Firm "A" submits 5 Reference Forms and is satisfactory in all areas

$1/5 \times 5$ (reference sheets) $\times 10$ (total possible points) = 10 points

Example 2:

Firm "B" submits 4 Reference Forms and is satisfactory in all areas

$1/5 \times 4$ (reference sheets) $\times 10$ (total possible points) = 8 points

Scoring for Price/Fee Structure (Category E):

The proposal with the highest revenue to the City will receive a total of 30 points. All other Proposals will receive a portion of the total points for the revenue proposed based on the following formula:

Proposer "X" divided by highest Revenue Proposed times maximum available points = Proposer "X" Proposal Score.

Example:

Firm "A" Proposed Revenue is \$200,000 and is the highest proposed revenue

Firm "B" Proposed Revenue is \$150,000

Firm "C" Proposed Revenue is \$100,000

Points Available: 30

Calculation:

Firm "A": Highest proposed Revenue and receives 30 points

Firm "B": $(\$150,000 / \$200,000) \times 30 \text{ points} = 22.5 \text{ points}$

Firm "C": $(\$100,000 / \$200,000) \times 30 \text{ points} = 15 \text{ point}$

3-8

CONTENT OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Revenue Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are defined in the remainder of this section.

TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative, not to exceed two (2) pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

Minimum Qualifications

- Be licensed to do business in the State of Florida.
- Operating in Business for a minimum of five (5) years.

TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Providers should include the following information in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.
2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn and Bradstreet report as part of the Proposal.

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to this Engagement.
2. Overall approach to the Engagement.
3. Approach to meeting goals and deadlines.

TAB 4: References checks with other clients

Proposer must submit five (5) Reference Questionnaires (See Section 5) completed and signed by clients comparable in size and nature to the City which they have provided Billboard Advertising, which will qualify Proposer to handle the requirements of the City. Government references are preferred. (See Section 3-7 for scoring of references).

TAB 5: Proposer Information

1. The Provider must respond to the Provider Information Form in Section 5 of this RFP.
2. Demonstrate financial responsibility as described in Section 1-16(d)(1)

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-14 above. Providers taking exceptions do so at their own risk.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Revenue Proposal

Revenues for the Proposer's recommendation(s) should be submitted on the Price Proposal Sheet Forms provided at Section 5 below. The Proposer shall provide price information for each separate component of the revenue requested as follows:

- One-Time/Upfront Signing Bonus of no less than \$1, 575,000 payable to the City in full upon completion of construction of billboards.
- Minimum Annual Guarantee / Lease payment of no less than \$1,260,000 payable to the City on a monthly basis (\$105,000 per month)
- Percentage of Gross Revenue payable to the City annually (the Greater of the minimum annual guarantee/ lease payment or percentage of Gross revenue)
- Donation to the City's Cultural Trust 501C3

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of all fees and revenues.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are included in Section 5 below and must be completed and provided as part of any Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."

FORM CHECKLIST:

- 1) ____ PROPOSAL COVER SHEET AND SIGNATURE FORM
- 2) ____ REVENUE PROPOSAL SHEET
- 3) ____ PROPOSER INFORMATION FORM

- 4) ____ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 5) ____ DRUG-FREE WORKPLACE AFFIDAVIT
- 6) ____ ANTI-KICKBACK AFFIDAVIT
- 7) ____ NON-COLLUSIVE AFFIDAVIT
- 8) ____ NON-DISCRIMINATION AFFIDAVIT
- 9) ____ BUSINESS/VENDOR PROFILE SURVEY
- 10) ____ EXCEPTIONS AND DEVIATIONS FORM

SECTION 4
SAMPLE LEASE AGREEMENT

LEASE AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND

FOR LOCATION #_: [ADDRESS OF LOCATION]

THE CITY OF MIRAMAR ("LESSOR"), hereby leases and grants to _____ ("LESSEE") the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property known as: _____ (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2
LEASE AND DESCRIPTION

The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.

LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for all purposes reasonably necessary for (i) the erection, construction, installation, placing, operating, maintaining, modifying, servicing and removal of the Sign Structure(s), (ii) providing or establishing electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the placement of incidental and ancillary equipment thereon, (iv) relocating the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.

SECTION 3

RENT

3.1 Beginning upon the Commencement Date, LESSEE shall pay to LESSOR as "Rent" an amount equal to the greater of: (i) _____ (\$_____) Dollars per Lease Year (the "Minimum Annual Guaranteed Rent"), which shall be payable monthly in advance beginning on the Commencement Date, or (ii) an amount equal to _____ (%) Percent of the Annual Gross Revenue (as defined herein) (the "Percentage Rent"). "Annual Gross Revenue" shall mean all income actually received by LESSEE from the sale of advertising on the Sign Structure(s) during a Lease Year. The Percentage Rent shall be calculated at the end of each Lease Year. In the event that the Percentage Rent exceeds the Minimum Annual Guaranteed Rent for such Lease Year, LESSEE shall pay to LESSOR the difference between the Percentage Rent and the Minimum Annual Guaranteed Rent within sixty (60) days after the end of such Lease Year (the "True-Up Payment"). The True-Up Payment shall be accompanied by a full and accurate statement of the Annual Gross Revenue received by LESSEE and the Percentage Rent and True-Up Payment calculations for such Lease Year (the "Annual Report").

3.2 Notwithstanding anything to the contrary contained herein, LESSEE acknowledges and agrees that LESSOR shall have the right to renegotiate the terms and conditions of this Agreement at any time after the first five years of this Agreement, including but not limited to Minimum Annual Guaranteed Rent and Percentage Rent by providing written notice to LESSEE not less than sixty (60) days after the end of then current Lease Year, stating LESSOR's desire to renegotiate the Rent payable by LESSEE to LESSOR for the remainder of the un-expired Term.

3.3 In the event the parties cannot mutually agree to the amount of Minimum Annual Guarantee Rent and Percentage Rent payable hereunder prior to the commencement of the next Lease Year, each party shall appoint its one appraiser, duly licensed in the State of Florida, and who shall have been active for at least ten (10) years, and each broker shall be a neutral person with no financial or personal interest in the result of this dispute. Each broker shall be appointed within thirty (30) days prior to the commencement of the next Lease Year. The two brokers so appointed by LESSEE and LESSOR shall, within ten (10) days after the date of the appointment of the second broker, agree upon and appoint a third broker who shall be qualified based on the same criteria set forth above, except such appraiser shall have no affiliation or prior business relationship with either LESSOR or LESSEE. Within ten (10) days after the appointment of the third broker, LESSEE and LESSOR shall submit to the panel of brokers, in writing (and with a copy to each other) what each party believes to be the appropriate Total Fair Market Rent ("FMR") for the Property for the remainder of the Term. Within ten (10) days after receipt of the proposed Total FMR, the panel of brokers shall meet and determine (by majority vote) which of the two proposals most accurately establishes the Total FMR, which proposal shall thereupon be adopted by the panel as the Total FMR. Based upon the Total FMR adopted by the brokers in accordance with the immediate preceding sentence, the brokers will decide upon the Rent for the remainder of the Term. The decision of the brokers shall promptly be communicated to, and shall be binding upon, LESSOR and LESSEE. If either LESSOR or LESSEE fails to appoint an broker within the time period specified in this Section, the broker appointed by one of them shall constitute the sole broker, and shall alone make the determination of which proposal most accurately establishes the Total FMR (and notify LESSOR and LESSEE thereof), and such broker's decision shall, in such event, be binding

upon LESSOR and LESSEE. Each party shall pay the fees and expenses of the one of the two original brokers appointed by or for such party, and the fees and expenses of the third broker and all other expenses (not including the attorney's fees, witness fees and similar expenses of the parties which shall be borne separately by each of the parties) of the arbitration shall be borne by the parties equally.

3.3 As an inducement to enter into this Lease, LESSEE shall pay to LESSOR an amount of _____ (\$ _____) ("Bonus"). The Bonus shall be payable as follows:

- (i) Within ten (10) days after the execution of this Agreement, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$168,750.00), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is unable to obtain any Permits or any other approvals required by a governmental authority having jurisdiction over the Sign Structure(s) ("Approvals") within the one (1) year period after the full execution of this Agreement;
- (ii) Within thirty (30) days after the date that all Permits and Approvals have been issued (without condition) to LESSEE, LESSEE shall pay LESSOR an amount equal to 25% of the Bonus (\$168,750.00), which amount shall be promptly refunded by LESSOR to LESSEE in the event LESSEE is prevented from, or unable to, construct the Sign Structure(s) for any reason outside of its control within the one (1) year period immediately following the date all Permits and Approvals have been issued (without condition) to LESSEE; and
- (iii) Within thirty (30) days after the Sign Structure(s) have been fully constructed on the Leased Premises, are operational and legally ready to accept third party advertising, and LESSOR's final inspection/final approval thereof has been completed and the Commencement Date has occurred, LESSEE shall pay LESSOR an amount equal to 50% of the Bonus (\$337,500.00).

3.4 As an inducement to enter into this Lease, LESSEE agrees to make an annual charitable donation to Miramar Cultural Trust, Inc., a Florida 501c(3) corporation, with EIN Number 20-3879853 (the "Cultural Trust") for Youth Programs in the amount of Three Thousand Dollars and 00/100 (\$3,000.00) (the "Charitable Donation"). The Charitable Donation shall be made by check delivered by LESSEE to the Charitable Trust within three (3) days after the Commencement Date, and at the commencement of each Lease Year thereafter, unless the Cultural Trust becomes inactive, files for bankruptcy or other protection from creditors or is otherwise dissolved, in which event, LESSEE's obligation to make a Charitable Donation shall be deemed null and void.

SECTION 4 **TERM OF AGREEMENT**

4.1 The initial term of this Lease shall be for a period of twenty (20) year(s) commencing on the date of execution of this Agreement. (the "Commencement Date"). This Lease may be renewed, upon mutual agreement of the Parties, for Two (2) successive FIVE (5) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless otherwise terminated by LESSOR as provided herein. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term." Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year."

4.2 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

SECTION 5

TERMINATION OF AGREEMENT

5.1 LESSOR shall have the right to terminate the Lease Agreement for cause, as set forth below.

5.2 It is mutually covenanted, and this Agreement is made upon the condition that the occurrence of any of the following shall be deemed an event of default (an "Event of Default"):

- (a) If the Rent or other sums which LESSEE herein agrees to pay, or any part thereof, shall remain unpaid for a period of ten (10) days after LESSEE's receipt of written notice;
- (b) If either party fails to comply in any material respect with any of the other terms, agreements, conditions or covenants herein contained that is such party's obligation, and such failure continues for a period of thirty (30) days after its receipt of written notice from the non-defaulting party; or
- (c) In the event either party files a petition for bankruptcy or insolvency, or a court ordered reorganization of such party, and such action is not stayed or dismissed within sixty (60) days after the date of filing.

Upon the occurrence of an Event of Default, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within the time frame set forth above; provided, however that, for any non-monetary default, if a cure cannot reasonably be effected in such thirty (30) days, the defaulting party may continue such cure past thirty (30) days from notice provided it commences such cure within thirty (30) days from notice and pursues such cure to completion. If either party fails to cure an Event of Default in accordance with the foregoing, the non-defaulting party may declare the Agreement terminated, and LESSOR may exercise all rights of entry or reentry upon said Leased Premises, in addition to any other remedy available at law or in equity.

5.3 The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6

PERMITS; CONSTRUCTION OF SIGN STRUCTURES

6.1 *Permits.* LESSOR warrants that LESSOR is the owner of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE, including,

without limitation, any and all permits required by the Florida Department of Transportation ("FDOT") (collectively, the "Permits"). LESSOR shall reasonably cooperate with LESSEE to obtain Permits and any other applicable governmental agency for installation, construction, maintenance and removal of the Sign Structures, provided that LESSOR shall incur no costs in connection therewith. Subject to the foregoing, LESSEE shall be solely responsible for obtaining any and all permits, approvals, waivers, and releases required, or any other requirement necessary to use the Leased Premises. LESSEE agrees that once the Permits are obtained to construct the Sign Structures, LESSEE shall use its commercially reasonable efforts to maintain and/or, to the extent required by applicable law, take all commercially reasonable steps necessary to renew those Permits during the Term of this Agreement.

6.2 *Notice to Proceed.* Subject to Section 6.3 below, LESSEE shall promptly commence work to obtain the Permits. The Community and Economic Development Director ("CED Director") shall facilitate access to, and shall approve the specific location and size of, the Leased Premises, which shall be attached to this Agreement as Exhibit A.

6.3 *Final Plans and Specifications.* LESSEE shall submit its final plans and specifications for the Sign Structures (the "Final Plans and Specifications") to the CED Director prior to submitting Permit applications. The final design and height, final plans and specifications, and location on Leased Premises for the Sign Structures shall be approved in writing by LESSOR within fifteen (15) business days after its receipt of LESSEE's submission of such plans and specifications, which approval shall not unreasonably be withheld, delayed, or conditioned. If, as applicable, LESSOR disapproves of the Final Plans and Specifications, LESSOR shall provide notice of disapproval of the Final Plans and Specifications in writing to LESSEE within such fifteen (15) day period, specifying the reasons upon which the rejection is based, and LESSEE shall resubmit revised Final Plans and Specifications to LESSOR for approval in accordance with the above procedure. LESSOR'S review of the Final Plans and Specifications are for its sole purpose, and LESSOR shall not be responsible for quality, design, Code compliance, or other matters, and LESSOR shall have no liability whatsoever in connection therewith or for any omissions or errors in the Plans and Specifications. The LESSOR-approved Final Plans and Specifications shall be the "Approved Plans and Specifications."

6.4 *Construction.* In accordance with the Permits and Approved Plans and Specifications, LESSEE shall commence promptly and proceed diligently to complete construction of the Sign Structures. All such construction or installation of the Sign Structures shall be undertaken by LESSEE at no cost to LESSOR. Construction of the Sign Structures shall be completed within 90 days of issuance of the Permits, except that LESSEE shall not be deemed in default of this Section 6.4 if any delay is outside of LESSEE's control, such as the occurrence of a hurricane and/or imposition of a ban and/or extreme tariffs on foreign steel. Final inspection shall be conducted by an inspector with the relevant skills, knowledge, and ability for inspecting billboards.

SECTION 7 **REPAIRS, ALTERATIONS, AND ADDITIONS**

LESSEE shall at its sole cost, keep and maintain the Leased Premises, Sign Structure, all advertising thereon and appurtenances thereto and every part thereof in good order, condition, and repair (ordinary wear and tear excepted), and in accordance with the highest

industry standards for similar display structures. LESSOR shall not be required to repair or maintain any portion of the Leased Premises or Sign Structures.

Following installation/construction of the Sign Structures in accordance with this Agreement, LESSEE may make structural alterations and additions to the Leased Premises only with prior written approval of LESSOR. Such approval by LESSOR may be given in its sole and absolute discretion.

SECTION 8 **INDEMNIFICATION**

LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises. LESSEE agrees to indemnify, protect, defend, and hold harmless LESSOR and its officers, directors, employees, and agents from and against any and all penalties, liabilities, damages, and charges (including without limitation, reasonable attorneys' fees and legal expenses incurred by LESSOR in connection with such penalties, liabilities, damages, or charges and proceedings) imposed or sought to be imposed on or involving LESSOR for any violation of any laws, ordinances, or regulations applicable to LESSEE'S use of the Leased Premises. Nothing in this Agreement shall be deemed or treated as a waiver by LESSOR of any immunity to which it is entitled by law, including but not limited to LESSOR'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

LESSEE shall, at no cost to LESSOR, obtain, maintain, and cause to be in effect at all times from the date of execution of this Agreement to the later of (i) the last day of the Term, or (ii) the last day LESSEE is (A) in possession of the Leased Premises or (B) has the right of possession of the Leased Premises, the types and amounts of insurance specified in Exhibit "B," attached hereto.

SECTION 10 **TITLE TO IMPROVEMENTS**

During the Term of this Agreement, the Sign Structure(s) on the Leased Premises and all sign(s), structure(s), improvements and appurtenances thereto placed on the Leased Premises hereafter by or for LESSEE, its agent or predecessor and any and all Permits related thereto shall at all times remain the property of LESSEE. Upon expiration of or earlier Termination of the Lease Agreement (other than termination due solely to a default by LESSOR), LESSEE shall, without any compensation, surrender the billboards structures on the Leased Premises to LESSOR and LESSOR shall own the billboards structures, unless LESSOR has notified LESSEE to remove, at LESSEE'S sole cost and expense, any or all of the billboards structures prior to the expiration of the Term or such earlier termination of the Lease. In the event of a termination of the Lease Agreement due solely to a default by LESSOR,

LESSEE shall have the right to remove all improvements installed on the Leased Premises by LESSEE, at LESSEE'S sole cost and expense, and LESSEE agrees to clean and leave the Property in good condition.

SECTION 11 **EMINENT DOMAIN**

In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, Lessee shall make no objection to the taking or the extent of the taking without the express authorization of the Lessor, granted or withheld in Lessor's sole discretion. Lessee agrees to assist and otherwise cooperate with Lessor with regard to any taking, including, but not limited to, adopting the Lessor's position with respect to (a) consenting to or contesting the taking or the extent of the taking in quantity and quality, (b) surrender of possession, (c) withdrawal and disbursement of funds deposited, (d) apportionment of funds, and (e) damages resulting from the taking.

In the event that all or any part of the Leased Premises is acquired by a public or quasi-public entity (hereinafter referred to as "condemning authority") through the use of the power of eminent domain or through a sale in lieu thereof (hereinafter referred to collectively as "taken" or "taking"), then it is understood that this Lease shall be terminated as to that area taken from the time that the condemning authority takes possession of the area taken. In the event that the entire Leased Premises is acquired, payment of rent and any additional rent shall cease as of the date that the Leased Premises are taken, and Lessee shall pay Lessor the prorated rate for the month on which the taking occurs. In the event that only a portion of the Leased Premises is acquired, Lessor shall have the right, in its sole discretion (and without regard to the quantity or quality of the taking), to terminate this Lease as to the remainder of the Leased Premises upon ninety (90) days written notice to Lessee, or retain the Lease and at its own expense, repair and restore that portion of the Leased Premises that was not taken. If Lessor decides not to terminate the Lease, the Monthly Base Rent and any additional rent to be paid by Lessee shall be equitably and proportionately adjusted. In the event that Lessor decides to sell all or part of the Leased Premises in lieu of condemnation, Lessee agrees to execute and deliver to Lessor whatever subordination, quit-claim deed or other documents are required by the condemning authority in order to close the purchase transaction. The decision to sell all or part of the Leased Premises in lieu of condemnation shall be made by the Lessor, in its sole discretion. Lessee agrees to provide Lessor with copies of documents requested by Lessor which would be helpful to Lessor in the eminent domain matter. Lessee further agrees to give copies of any documents made available to the condemning authority to the Lessor.

The Lessee hereby waives and forfeits any and all claims in the nature of apportionment of the compensation paid for the property taken (including, but not limited to, value of land, building, site improvements, fixtures, trade fixtures) and/or damages to the property remaining (including, but not limited to, value of and/or damage to land, building, site improvements, fixtures, trade fixtures, value of any unexpired leasehold interest, costs of a cure), except as explicitly reserved in this Lease by Lessee. Lessee reserves solely its claims against the condemning authority for its own business damages, for its own relocation costs and for its Sign Structure(s), and only to the extent that any such claims do not interfere with any of the aforesaid rights reserved by Lessor, Lessor's claims, Lessor's defenses to any taking or Lessor's ability to settle with a condemning authority. Any determination as to whether there is any interference

with any of Lessor's claims or positions shall be made in Lessor's sole discretion. Lessee hereby waives all objections to Lessor's withdrawal of any funds paid and/or deposited by any condemning authority.

SECTION 12 **ELECTRICITY/GENERATORS**

LESSEE shall pay for all electrical power consumed by the Sign Structure(s). LESSEE agrees that on or prior to the Commencement Date, it shall purchase one (1) mobile generator, which will be stored at LESSEE's Pompano Beach office, and which will be available for use at the Leased Premises in the event of a power outage that exceeds 24-hours.

SECTION 13 **NON-EXCLUSIVE**

LESSEE acknowledges and agrees that LESSEE does not have any right with respect to outdoor advertising on any other property of LESSOR. LESSOR shall have the right to permit others to engage in outdoor advertising at any location other than the Property, provided that LESSOR shall not have the right to erect structures which obstruct the visibility of the Sign Structures.

SECTION 14 **LESSOR USE OF ADVERTISING SPACE AND TIME**

RESERVED.

SECTION 15 **FAVORED NATIONS CLAUSE**

In the event that LESSEE is granted a Request for Proposal, pursuant to which LESSEE has agreed to pay to any other incorporated municipalities within Broward County a higher rent than the Rent currently payable to LESSOR pursuant to the terms and conditions this Lease, LESSEE shall notify Lessor in writing and LESSOR shall be entitled to receive the such higher Rental amount effective on the first day of the month immediately following the date of LESSEE's written notice to LESSOR under this Section 27. The adjusted Rent shall not be retroactive.

SECTION 16 **ADDITIONAL LOCATIONS**

LESSEE may propose other prime areas for future locations within the City for another Sign Structure, subject to zoning restrictions. LESSOR shall have the sole right to determine whether the proposed location for another Sign Structure is suitable, taking into consideration such factors as visibility, size of sign or foundation, and compatibility with on-site and nearby land use potential environmental effects. The Parties acknowledge and agree that this provision shall not apply to the four (4) leases contemplated to be executed concurrently with this Lease.

SECTION 17
LESSOR OWNERSHIP REPRESENTATIONS

LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the Rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of Rent until LESSEE has been fully reimbursed for such payments, interests and fees.

SECTION 18
TAXES AND ASSESSMENTS

LESSEE agrees to pay all lawful taxes, assessments, or charges, which during the Term may become a lien or be levied by the state, county, city, or any other tax or assessment levying body upon the Sign Structure or any possessory right which LESSEE may have in or to said Sign Structure.

SECTION 19
PERMITTED USES

The Leased Premises shall be used solely for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S Sign Structures. LESSEE, may with prior written approval from LESSOR, add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.

SECTION 20
ADVERTISING STANDARDS

LESSEE agrees to display on the Sign Structures commercial advertisements in compliance with the following advertising standards and requirements ("Advertising Standards"):

- No advertisements promoting the sale or use guns/firearms, or tobacco.
- No advertisements promoting the sale of alcohol within 500 feet of a church, school, or playground.
- No advertisements or public service announcements (other than City Advertisements or PSAs) shall be accepted by LESSEE for display, which is to the knowledge of LESSEE:
 - Clearly defamatory; or
 - Obscene or pornographic according to local community standards; or
 - In advocacy of unlawful violent action.
- Advertisements of a political or editorial or election nature, either for a specific

candidate(s) or an issue(s), are to comply with Florida campaign laws

LESSOR may revise the Advertising Standards from time to time, and any such changes shall only be binding upon LESSEE if mutually agreed to in advance in writing. The Parties recognize and acknowledge that LESSOR is implementing the Advertising Standards as a landlord of LESSOR'S property under its proprietary powers, and that the provisions hereof in no way affects the LESSOR'S powers to regulate advertising, billboards, or related matters under its independent regulatory powers. LESSOR may request removal of an advertisement if LESSOR reasonably determines that such advertisement violates the Advertising Standards. LESSEE shall use its best efforts to remove such advertisement within three (3) days of receiving LESSOR'S request for removal.

SECTION 21 **SURRENDER AND HOLDOVER**

LESSEE covenants that at the expiration or any earlier termination of the Term of this Agreement for any reason, or any holding over that Landlord has otherwise objected to, LESSEE will quit and surrender said Property in good condition. There shall be no relocation benefits granted to LESSEE on account of any termination, LESSEE hereby waiving any right to relocation benefits under any law or regulation. Upon expiration or earlier termination of this Agreement, all rights associated with the Property shall revert back to LESSOR and neither LESSEE nor LESSOR shall have any further right, remedy, or obligation under this Agreement with respect to the Property. Further, LESSOR shall have the sole and exclusive right to enter into a new agreement with LESSEE or with another company that is in the business of outdoor advertising with respect to the Property, Sign Structures, displays, or any portion thereof, and LESSEE agrees that it shall have no claim, right, or option for the Property.

If LESSOR has not otherwise objected to LESSEE'S holding over the use of said Property after the Term of this Agreement has terminated in any manner, such holding over shall be deemed merely a hold from month-to-month on the same terms and conditions as provided herein except as follows: During any holdover period, LESSEE shall pay LESSOR monthly rental equal to (A) two hundred percent (200%) of the prorated Minimum Annual Guaranteed Rent for the month immediately preceding the holdover period and (B) Percentage Rent. In addition, LESSOR, upon thirty (30) day's written notice to LESSEE, may change any of the other terms and conditions of the holding over.

SECTION 22 **RECORDATION**

Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

SECTION 23 **AUDIT AND INSPECTION RIGHTS**

LESSEE may, at reasonable times, and for a period of up to three years following the date of expiration or earlier termination of this Agreement, audit, or cause to be audited, those

books and records of LESSEE which are which are solely related to revenue generated under this Agreement. LESSEE agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

SECTION 24

SCRUTINIZED COMPANIES

1. LESSEE certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE or its subcontractors are found to have submitted a false certification; or if LESSEE, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, LESSEE certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., LESSOR may immediately terminate this Agreement at its sole option if LESSEE , its affiliates, or its subcontractors are found to have submitted a false certification; or if LESSEE, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. LESSEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 25

AGREEMENT, AMENDMENTS, AND ASSIGNMENT

14.1 This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises.

14.2 This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.

14.3 LESSEE shall not assign its interest under this Lease or any part thereof without consent of the LESSOR, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 26
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 27
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR LESSEE _____:

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 28
PUBLIC RECORDS

The parties acknowledge that this agreement is subject to Chapter 119, Florida Statutes.

SECTION 29
COVENANT AGAINST CONTINGENT FEES

LESSEE that it has not employed or retained any person or company employed by LESSOR to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind

contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, LESSOR shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 30
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 31
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 32
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 33
JOINT PREPARATION

LESSOR and LESSEE acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 34
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LESSOR, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by LESSEE, by and through its _____, attested to and duly authorized to execute same.

LESSOR

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

This day ____ of _____, 2019

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

LESSEE

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Date: _____

By: _____

SECTION 5
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 19-05-24 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name:	Title:
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE:	FAX:
(_____) _____	(_____) _____
PROPOSER'S ORGANIZATION STRUCTURE:	
EMAIL: _____	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability with the firms construction of billboards?		
2	How would you rate the maintenance of billboard locations managed by the firm?		
3	How would you rate the accessibility and responsiveness of the firm's staff?		
4	How would rate the company's ability to market billboard sites and generate revenue?		
5	What would be your overall rating for the company?		
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

PRICE PROPOSAL SHEET (Tab 8)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

Proposers must indicate a proposed one-time signing upfront bonus, a minimum annual guaranteed payment / payment to the City for the lease of the property to construct to billboard, and a percentage of the revenue earned from advertising on the billboard to be shared with the City ("the Greater Of"). The proposed one-time signing upfront bonus must be no less than \$1,575,000 to be paid in full upon completion of construction of the billboard and minimum annual guarantee payment / lease payments must be no less than \$1,260,000 (\$105,000 annually) Proposers must indicate such proposed payments based on a 20-year lease term.

1. Location 1: 15200 SW 29th Street (I-75 -3-million-gallon storage tank)

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Upfront Signing Bonus		
Minimum Annual Guarantee / Lease Payment		
TOTAL		

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") _____%

2. Location 2: West Water Treatment Plant - 4100 S Flamingo Road (Possible site for 2 billboards)

Location 2 - Site 1:

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Upfront Signing Bonus		
Minimum Annual Guarantee / Lease Payment		
TOTAL		

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") _____%

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

Location 2- Site 2:

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Upfront Signing Bonus		
Minimum Annual Guarantee / Lease Payment		
TOTAL		

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") _____%

3. Location 3: Miramar Parkway & I-75 (Small Parcel in front of Home Depot Plaza / Miramar Parkway / I -75 West Bound)

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Signing / Upfront Bonus		
Minimum Annual Guarantee / Lease Payment		
TOTAL		

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") _____%

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

4. Location 4: Waste Water Reclamation Facility – 13900 Pembroke Road

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Signing / Upfront Bonus		
Minimum Annual Guarantee / Lease Payment		
TOTAL		

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") _____%

5. Donation to the City's Cultural Trust (501C3)

_____ Annually X 20 = \$_____ Lease Term

Total (Items 1- 5) \$_____

(written in numbers)

(written in words)

IN CASE OF DISCREPANCIES, THE AMOUNT WRITTEN IN WORDS SHALL GOVERN

Taxpayer Identification Number (TIN)_____

PROPOSER:_____

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE."**

PROPOSER INFORMATION FORM (Tab 10a)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) Business Tax Receipt type and number: _____
- (4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY
OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- _____
- _____
- _____
- _____
- _____
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- _____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10b)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two (2) or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

ANTI-KICKBACK AFFIDAVIT (Tab 10c)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this
_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE.”**

NON-COLLUSIVE AFFIDAVIT (Tab 10d)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says that:

- a) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

Signed, sealed and delivered
in the presence of:

Witness

By:_____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE.”**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____ ,
20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-DISCRIMINATION AFFIDAVIT (Tab 10e)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10f)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO _____

(Choose below as applicable)

- ☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of ten (10) full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- ☐ A local business that has met all the requirements as defined in Section 1-1. **(Submit Copy of City of Miramar Business Tax Receipt)**

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

Exceptions and Deviations Form (Tab 10g)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one (1) or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

EXHIBIT “A”

ADVERTISING STANDARDS

The following advertising standards and requirements shall be followed at all times by Tenant.

A. No advertising promoting the sale or use of alcohol, guns/firearms or tobacco shall be allowed, unless the billboard is located within 500 feet of a church, school or playground.

B. No advertisement or public service announcement shall be accepted by Successful Proposer for display, which is to the knowledge of Successful Proposer:

1. False, misleading or deceptive (which shall not apply to any advertising promotional statements, or claims that involve puffery); or
2. Clearly defamatory; or
3. Obscene or pornographic according to local community standards; or
4. In advocacy of unlawful violent action.

C. Advertisements of a political or editorial or election nature, either for a specific candidate(s) or an issue(s), are to comply Florida campaign laws.

D. Reasonable proof or clarification of statements contained in any advertisement may be required by Landlord/the City as a condition of use or continued use of the advertisement.

E. Successful Proposer should provide an experienced sales force that is capable of acquiring national, regional and local advertising.

F. Advertisement of civic, public service, or other announcements or messages on the Advertising Structures is not intended to nor do they create a public forum. The Advertising Structures are non-public forums.

The City may revise the Advertising Standards from time to time. **The Successful Proposer and the City recognize and acknowledge that the City is implementing the advertising standards as a landlord of City property under its proprietary powers.**



Date of Issuance: June 11, 2019

City of Miramar

Procurement Department

ADDENDUM No. 1

For

RFP No. 19-05-24

BILLBOARD ADVERTISING

Proposers are hereby notified that this Addendum No.1 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on May 23, 2019.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this Addendum No. 1 by including a signed copy of this form in each Proposal.

This addendum consists of (5) pages.

A. RFP CLARIFICATION:

1. RFP Section 4- Sample Agreement

The City will sign an agreement for each location.

2. Donation to Cultural trust - RFP Section 4, *Sample Agreement*, item # 3.4 (page 37), RFP Section 3-8, Tab 8 and Revenue Proposal Sheet item # 5.

The proposed donation to the Cultural trust must be a minimum of \$3,000 per structure, totaling no less than \$15,000 annually; therefore, the total proposed donation for the term of the lease for all structures on the Revenue Proposal Sheet, Item # 5 must be no less than \$300,000 (\$15,000 x 20).

B. QUESTIONS AND ANSWERS:

1. Proposers are permitted to submit questions until June 5, 2019 As Answers to proposing firm's questions dramatically impact the composition of a detailed, comprehensive proposal, will the City please answer all submitted by June 10, 2019?

ANSWER: Responses are provided at the date shown above.

2. How does the City plan to legalize billboards within their zoning and land use codes as they are currently prohibited? Is there a draft ordinance we can review?

ANSWER: Ordinance 19-14 to permit digital billboards was adopted on February 20, 2019. It can be downloaded from the City's website, using the following link:
<https://tcmselfservice.miramarfl.gov/tylercmprod/eagleweb/docSearch.jsp>.

3. Section 3-3 in page 26 of the RFP lists four identified locations, but the description only references "The City has identified three (3)". Please clarify if it is three or four.

ANSWER: Four

4. Page 30 of the RFP, Scoring for Price /Fee Structure (Category E). Can the City please confirm the specific weighting for the categories-MAG, percentage revenue share, financial projections and capital investments contained within?

ANSWER: The weight for Category E is 30 points for the total amount shown on the Revenue Proposal Sheet on page 53.

5. Should the Proposal cover Sheet and Signature Form be placed Tab 1 (Executive Summary) or in Tab 10 (Affidavits and Acknowledgment)?

ANSWER: Tab 1

6. Section 5-Tab 8/ Price Proposal Sheet -The forms require Proposers to write out in numbers and words. What is "total (1-5) "referring to-Annual term total or the 20-year term total? Please explain If both are required, will the City provide a corrected version?

ANSWER: 20- year term

7. Page 33 of the RFP, Tab 10: Affidavits and Acknowledgments – The proposal Cover Sheets and Signature Form, Revenue Proposal Sheet, Proposer information Form, and Exceptions and Deviations Form all have been identified and associated with another tab. Does the City want proposers to include a copy of them again in Tab 10 or is in the associated Tab sufficient enough?

ANSWER: The associated Tab is sufficient

8. Will the City provide the Exceptions Form in Word Format to allow proposers more space to respond?

ANSWER: Yes. Requests for forms or related documents in any format other than pdf must be made in writing to the contact person listed in the RFP. The document will be provided via e-mail.

9. Exhibit A prohibits alcohol advertising. This will have a detrimental effect on revenue projections, can this be reconsidered?

ANSWER: Exhibit A does not prohibit alcohol advertising in its entirety. See answer to question #19 below.

10. Section 9 (Insurance) of the provide Sample Lease Agreement references an Exhibit B which is supposed to list the types and amounts of Insurance required for the contract. However, there is no Exhibit B attached to the Agreement. Can we get a copy of that Exhibit from the City?

ANSWER: Please see attached below

11. **Site #4; Waste Water Reclamation Facility 13900 Pembroke Road:** On page 26, this site is mentioned and this site address may not be accurate. Attached please find "Clarification" page showing the specific site with a different property folio number and showing the property with the "13900 Pembroke Road" east of SW 145TH Ave and does not about I-75. Is this address a clerical error?

ANSWER: S/O PEMBROKE ROAD AT E/S I-75 AKA FOLIO #5140 22 01 0070 AKA LOCATION #4

12. Height: Florida Department of Transportation has a regulation for overall sign height which states: (maximum) 65 feet in sign structure height above the crown of the main traveled way and the previous RFP state 60 feet. Is the 50-foot height mentioned on page 27 a clerical error? If not, restricting the overall sign height will be severally diminishing the overall revenue generated by each LED face.

ANSWER: Ordinance 19-14 permits a maximum height of 50 feet.

13. Section 2-3 (1) of the RFP states that while the lease term shall continue for 20 years, the "City shall have the right to re-negotiate revenues from advertising payable to the City... after the first ten years of the Lease agreement". However, Section 3.2 of the sample lease states "Lessor shall have the right after the first five years of this agreement". This is a major conflict, is the City going to have the right to renegotiate in year 6 or year 11?

ANSWER: Section 3.2 of the sample lease shall be hereby corrected to state: "Lessor shall have the right after the first ten years of this agreement."

14. Section 2-3(12) of the RFP the proposer to either surrender over the billboards at the end of the term or the City can request removal of the structures at Proposer's sole cost and expense. Can the City make a decision now on whether they will keep the billboards or require removal? Removal could be a significant cost that needs to be planned upon by a bidder.

ANSWER: No. The City will keep the option as provided in the RFP.

15. Section 3-8 "Tab 8" – discuss the Minimum Annual Guarantee / Lease payment of no less than \$1,260,000 payable to the City on a monthly basis (\$150,000 per month)". If the City is going to require the proposer surrender the structures, will the City consider allowing the proposer to deduct the capital costs involved in the materials and installation of the structures as this could affect the financial offer? Please also confirm the City will not select a proposer who makes a non-conforming bid under the minimum thresholds stated in this section.

ANSWER: Structure should be surrendered to the City at no cost to the City. Proposals will be evaluated in accordance with all requirements of the RFP.

16. Section 3-8." Tab1" lists Minimum Qualifications as "Operating in Business for a minimum of five (5) years" – Please confirm that a name change of a company within five years will not affect the company's ability to bid.

ANSWER: A company's ability to submit a proposal will not be affected if only the company's name was changed and is supported by legal documentation.

17. Price Proposal Sheet is unclear and it states "The proposed one-time signing upfront bonus must be no less than \$1,575,000 to be paid in full upon completion of construction of the billboard". Please clarify the \$1,575,000 amount, is it pro-rated based upon each location? If it is not pro-rated and \$1.575m is required, how will the City handle if one of the 5 structures is unable to be built due to state/local permits or other unforeseen issues?

ANSWER: The price proposal sheet requires a One-Time Signing bonus for each location and will be pro-rated based on each location. Please see item 3.3 of the Sample Agreement regarding is one of the structures is unable to be built.

18. Section 15 of the sample lease is impossible to enforce as it would require a proposer to match rental in another municipality for structures that may not be comparable. For example, if another municipality allowed billboards on interstates, this clause would require the proposer to pay interstate billboard rental on the Miramar parkway board. This is not viable. Will the City consider deletion of Section 15?

ANSWER: No, the City will not delete this section. The City is open to negotiating possible exclusion of some cities.

19. Exhibit "A" (A) – States "No advertising promoting the sale or use of alcohol, guns/firearms or tobacco shall be allowed, unless the billboard is located within 500 feet of a church, school, or playground." This seems incorrect, you should only allow alcohol advertising if the billboard is located 500' AWAY from a church, school or playground, please confirm. Deleting the word "no" from the beginning of the sentence should accomplish your goal.

ANSWER: The word "No" is hereby deleted from Exhibit "A" (A)

20. Due to several conflicts cited above that will dramatically alter a proposer's ability to bid will the City consider an extension to this RFP for no less than 10 business days?

ANSWER: No

21. The new RFP has the height at 50 feet and the prior RFP was 60 feet is this correct or is this a typo?

ANSWER: It is not a typo. Ordinance 19-14 permits a maximum height of 50 feet.

EXHIBIT “B”

INSURANCE REQUIREMENTS

INSURANCE - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable) and workers' compensation (where applicable) and in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 per occurrence, personal injury and advertising injury liability \$1,000,000; general aggregate \$2,000,000.
3. Workers' Compensation: Per statutory requirement.

Required Insurance Endorsements - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

ADDENDUM ACKNOWLEDGEMENT

BY: _____
PRINT NAME

SIGNATURE

COMPANY NAME: _____



Date of Issuance: June 13, 2019

City of Miramar
Procurement Department

ADDENDUM No. 2

For

RFP No. 19-05-24

BILLBOARD ADVERTISING

Proposers are hereby notified that this Addendum No.2 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on May 23, 2019.

This Addendum No. 2 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 2 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP and Addendum No. 1. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this Addendum No. 2 by including a signed copy of this form in each Proposal.

This addendum consists of (3) pages

A. Proposed Percentage of Advertising Revenue Payable to the City

The following applies to all references to the Percentage of Gross Revenue payable to the City annually (the Greater of the minimum annual guarantee / lease payment or percentage of the Gross Revenue) as mentioned in RFP Section 3-8, Tab 8, RFP Section 4, Sample Agreement, item # 3.1 and Price Proposal Sheet Pages 51-54.

The Proposed Percentage of Advertising Revenue payable to the City must be a minimum of 35% of Gross Annual Revenue ("the Greater Of").

B. Proposers must complete the Proposer's Disclosure of Subcontractors and Suppliers Form below:

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

ADDENDUM ACKNOWLEDGEMENT

BY: _____
PRINT NAME

SIGNATURE

COMPANY NAME: _____

OUTFRONT/



RFP # 19-05-24 - BILLBOARD ADVERTISING
OUTFRONT MEDIA LLC ("OUTFRONT")
JUNE 18TH, 2019
AUTHORIZED AGENT: PABLO CREMASCHI






TABLE OF CONTENTS

CONTENTS

-	
-	Proposal Signature Form
TAB 1	Executive Summary
TAB 2	Experience and Expertise
TAB 3	Resources and Methodology
TAB 4	References checks with other clients
TAB 5	Proposer Information
TAB 6	Exceptions and Deviations
TAB 7	Other Required Forms and Attachments
TAB 8	Revenue Proposal
TAB 9	Addenda
TAB 10	Affidavits and Acknowledgements

SECTION 5
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 19-05-24 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization): OUTFRONT MEDIA LLC	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 46-4494703	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON: Name: PABLO CREMASCHI Title: GENERAL MANAGER	
MAILING ADDRESS: Street Address: 2640 NW 17TH LANE City, State, Zip: POMPANO BEACH, FL 33064	
TELEPHONE: (954) 971-2995	FAX: (954) 971-5364
PROPOSER'S ORGANIZATION STRUCTURE: EMAIL: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain):	
IF CORPORATION: Date Incorporated/Organized: NAME CHANGE TO INCORPORATE OUTFRONT ON 11/20/2014 State of Incorporation/Organization: DELAWARE States registered in as foreign Corporation:	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION: We specialize in out of home advertising including , but not limited to, billboards, transit, sporting events, mobile, digital and street furniture.	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT: KEMIBRICH CORPORATION - EDMUND FISCHER ARANGO BILLBOARD & CONSTRUCTION CO, LLC	
PROPOSER'S AUTHORIZED SIGNATURE: The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation. Signed by:  Date: 6-17-19 Print name: Pablo Cremaschi Title: General Manager	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

Delaware

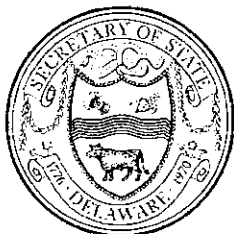
PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CBS OUTDOOR LLC", CHANGING ITS NAME FROM "CBS OUTDOOR LLC" TO "OUTFRONT MEDIA LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF NOVEMBER, A.D. 2014, AT 8 O'CLOCK A.M.

2337422 8100

141434224



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1888661

DATE: 11-21-14

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: CBS Outdoor LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

First: The name of the limited liability company is
Outfront Media LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 14th day of November, A.D. 2014.

By: Lisa M. Tanzi
Authorized Person(s)

Name: Lisa Tanzi
Print or Type

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "CBS OUTDOOR INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CBS OUTDOOR INC." TO "CBS OUTDOOR LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF JUNE, A.D. 2013, AT 6:05 O'CLOCK P.M.

2337422 8100V

130799853

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0533969

DATE: 06-24-13

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VIACOM OUTDOOR INC.", CHANGING ITS NAME FROM "VIACOM OUTDOOR INC." TO "CBS OUTDOOR INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2005, AT 9:10 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE SECOND DAY OF JANUARY, A.D. 2006.



2337422 8100

051069755

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4412949

DATE: 12-29-05

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "INFINITY OUTDOOR, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "VIACOM OUTDOOR INC.", THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

FILED # C 11247-00

DEC 20 2001

IN THE OFFICE OF
De H
DEAN HELLER, SECRETARY OF STATE



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1514890

DATE: 12-19-01

2337422 8320

010653392

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "OUTDOOR SYSTEMS, INC.", CHANGING ITS NAME FROM "OUTDOOR SYSTEMS, INC." TO "INFINITY OUTDOOR, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

2337422 8100

001102266

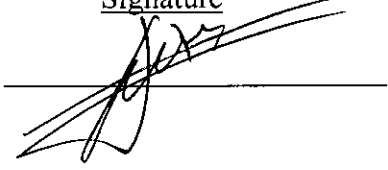
AUTHENTICATION: 0287915

DATE: 02-29-00

OUTFRONT MEDIA LLC

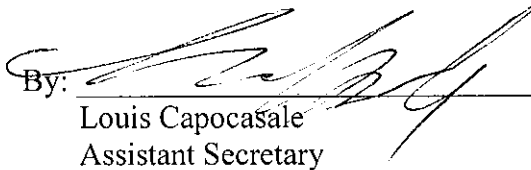
Incumbency and Signature Certificate

I, Louis Capocasale, hereby certify that I am a Assistant Secretary of OUTFRONT Media LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the "Company"), and that in accordance with the records of the Company, Pablo Cremaschi, is a duly authorized signatory of the Company, occupying the office set forth opposite his name below and is authorized to execute documents and agreements on behalf of the Company, and I further certify that the signature set forth opposite said name is the true signature of said officer:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
<u>Pablo Cremaschi</u>	<u>General Manager</u>	

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of OUTFRONT MEDIA LLC this 14th day of June, 2019.

[Corporate Seal]

By: 
Louis Capocasale
Assistant Secretary

TAB 1: Executive Summary



EXECUTIVE SUMMARY

OUTFRONT is the nation's largest out-of-home ("OOH") media company, with 2018 revenues in the U.S. of over \$1.5 billion. As the leader in the South Florida market, we are the "first call" and often serve as a "one-stop shop" for brands looking to advertise in the market. While our company changed names from CBS OUTDOOR to OUTFRONT in 2014 as demonstrated in the attached name change documents, we have been operating in business continuously for decades in the South Florida market. We are licensed to do business in the State of Florida as evidenced by the attached FDOT license and business tax receipts.

We operate more than 62,000 large-format advertising displays in over 150 markets across the country and in Canada, and employ 2,200 people across both countries.

Our design, construction and sales expertise is unrivaled, as demonstrated by our broad partner experience, including contracts with the Florida Department of Transportation, Broward County, Miami Dade County, Miami Dade Transit, City of Miami, and the New York City MTA to name a few.

We believe OUTFRONT is uniquely qualified to meet, and indeed surpass, The City of Miramar's objectives for its signage program for the following reasons:

UNSURPASSED SALES PROWESS

- OUTFRONT maintains a sales organization of 700 experienced and dedicated individuals focused on providing our advertising clients across the country the best opportunity to reach their target audiences in the South Florida area and beyond. Our proposed share percentage share of the revenues is more credible than our competitors due to the size, success and history of our sales staff.

DEMONSTRATED FINANCIAL STRENGTH

- Our strong balance sheet provides assurance of our ability to support our financial commitments and enables us to make substantial capital investment within the City of Miramar. *In our long successful history we have never defaulted on a government contract while handling some of the Country's biggest municipal advertising contracts like the New York City Metropolitan Transit Authority.* The City of Miramar should consider this strength in finance along with sales prowess when evaluating whose financial proposals are rock solid and who may be simply using large projections to gain favor.



SOUTH FLORIDA DOMINANCE

- OUTFRONT has two local offices in South Florida at 2640 NW 17TH Lane in Pompano Beach and 8530 NW 23rd Street in Doral. If national brands want to advertise here and in other top 25 markets, they call OUTFRONT first. Our local inventory is the focus of our executive and management teams, as well as the over 20 South Florida-based salespeople who sell it, and the over 40-member, South Florida based operations staff who maintain it. These signs will be some of the best billboards in all of South Florida and we will command higher rates with national agencies and sell them more consistently than our competitors. Less gaps in sales means more money for the City of Miramar!

AN IMPECCABLE SAFETY RECORD

- We are proud of our clean safety record, a testament to the high priority we place on the health and well-being of our employees (and that of our landlord partners). We meticulously comply with safety regulations

UNEQUALED SCALE

- No other OOH media company has a larger presence within the top 25 major U.S. Markets, which ensures these signs will be top of mind with every advertiser and agency. Miramar will benefit from this peerless position, managed through a transparent partnership for all sales and marketing agreements. In addition, OUTFRONT operates digital media in many of the top US markets. In addition to our financial proposal we are excited to offer the City of Miramar ONE HUNDRED THOUSAND (\$100,000) in annual media credit, to be used on our digital signage around the US. This offer is further detailed in tab 7.

COMMUNITY PARTNERSHIPS

- Through our South Florida public service program we have generated significant value for local nonprofits who are able to use unsold space to advertise their events and causes. We have included testimonials from some of our biggest partners in Broward such as Mothers against Drunk Driving, Ann Stork Center, HANDY and Kids in Distress. We are proud to call South Florida home and have employees who are alumni of Leadership Broward to ensure we give back to the community who gives us so much.

In summary, OUTFRONT possesses the best combination of experience and focus (in-house) necessary to ensure the optimal success of signage on City of Miramar property. We have over decades of experience operating billboards on municipal properties. We respectfully submit the following response to your RFP and trust it reflects our continued enthusiasm for a partnership with the City of Miramar. We are available to share our work and discuss any aspect of our submission. We appreciate your consideration.



TAB 2: Experience and Expertise



EXPERIENCE AND EXPERTISE

Experience

OUTFRONT is among the largest OOH firms in the South Florida market. We have nearly 100 full time employees who manage over 2000 large format media faces ranging from static and digital billboards to transit shelters. In addition, we are the exclusive advertising partner for Miami Dade Transit, where we sell advertising on their fleet of buses, rail cars, as well as their shelters **and operate a billboard on their water treatment plant in downtown Miami!**

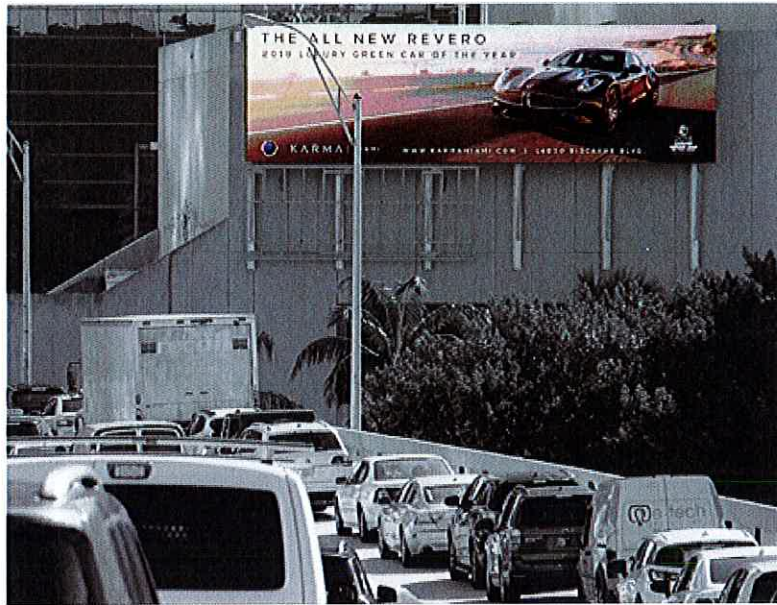
OUTFRONT also has 20 of the most Iconic Digital Billboards in the market including our newest display located at the James L Knight Center in Brickell and our display on I-195 in the heart of Miami's "Design District". OUTFRONT is uniquely qualified with respect to the design, construction, and operation of any digital Billboard. No other company has comparable experience designing, installing, and erecting a scaled network of digital signs, or the knowledge and expertise to anticipate and manage the potentially difficult conditions presented by installation at a secure water storage and/or treatment facility.

In 2018, our South Florida market generated nearly \$80M in annual sales revenue spearheaded by a sales team of 21 local Account Executives focused exclusively on the South Florida market as well as the 700-person sales organization nationwide. The Miramar sign program will be our premier digital advertising locations in the market and with OUTFRONT, it will receive more focus from more advertising brands, than with any other firm in the OOH industry

Our Miramar field operations would be based out of our Pompano Beach office, where we employ approximately 20 operations personnel. We would also service the signs from time to time from our Doral office depending on the specific issue and employees needed. This dual setup enables us to support the entire management of Miramar's proposed signage from construction to sales to maintenance.

OUTFRONT/

We have numerous examples of projects that we successfully designed, installed and operate. The following are four (4) examples of projects that we have successfully deployed that are relevant to the signage plan that we are proposing within the City of Miramar



JLK CENTER

400 SE 2nd Avenue

This phenomenal new location is a great example of OUTFRONT's ability to form effective partnerships with the City of Miami. This dynamic digital location was constructed on City owned property involving extensive collaboration between the City, OUTFRONT and our engineers to design a safe and effective asset that generates strong revenue for the City.

Client: City of Miami

Total \$ Value to City: \$393K MAG over term
or 20% of net rev

Dates: Dec 2015 - Aug 2035

Prime Contractor: YES

OUTFRONT/



Beach Bound

1330 NW 2nd Court, Miami, FL

Visible from eastbound I-395 in Downtown Miami, this Prime digital location was developed in conjunction with the City of Miami and the Florida Department of Transportation to maximize revenue on a piece of excess FDOT property

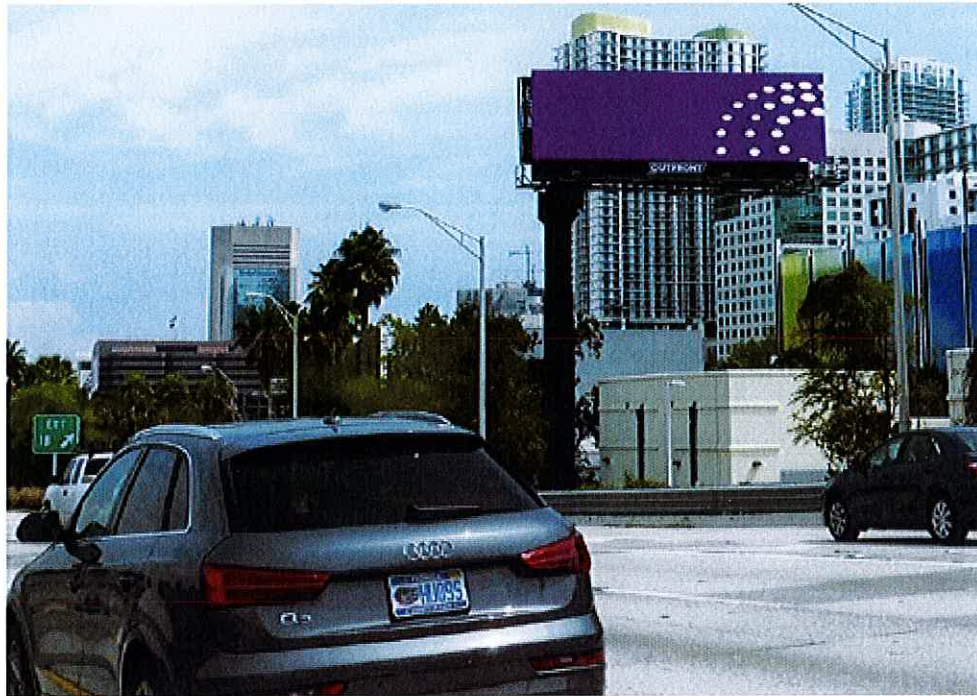
Client: FDOT

Total \$ Value to FDOT: \$50k MAG over term
or 27% of net rev

Dates: June 2018 – May 2028

Prime Contractor: YES

OUTFRONT/



Pump Station

1040 SW 3rd Avenue, Miami, FL

Visible from I-95 in Downtown Miami, this static billboard was built capable for future digital installation and on the grounds of a water pump station in Brickell. We worked hand in hand with MDC Water and Sewer Division to ensure no obstruction or impediment to their operations

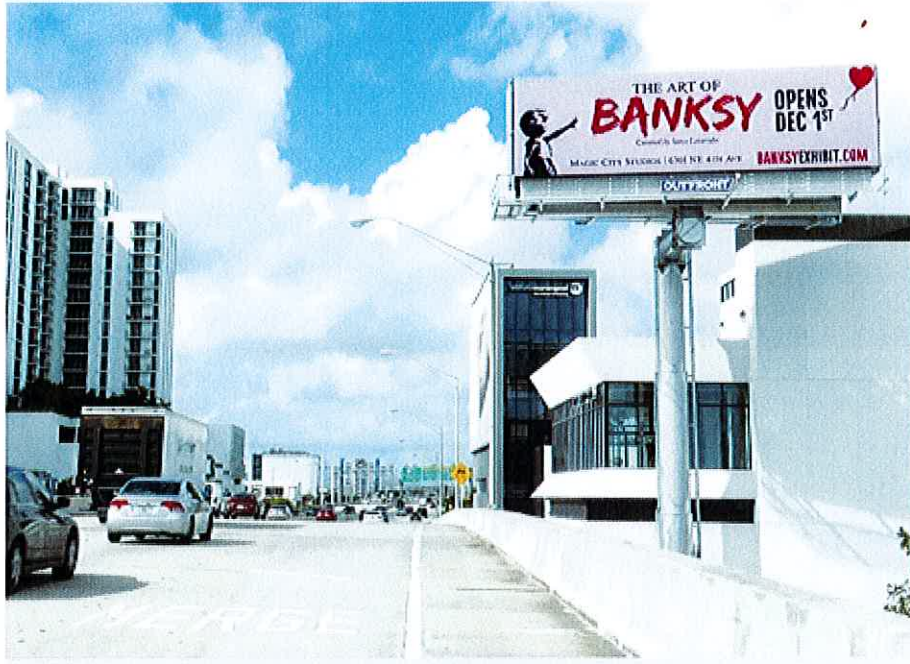
Client: Miami Dade Water & Sewer

Total \$ Value to MDC: \$50k MAG over term
or 30% of net rev

Dates: January 2018 – December 2028

Prime Contractor: YES

OUTFRONT/



Design Queen

W/S Biscayne Blvd , Miami, FL

Visible from west bound I-195 in Downtown Miami entering the design district, this digital billboard was built on excess railroad right of way. We completed this project working with Flagler Railroad and Brightline to ensure ultimate safety and cooperation. We worked with the railroad to ensure no obstruction or impediment to their daily operations

Client: Flagler Railroad

Total \$ Value to MDC: \$100k MAG over term
or 10% of net rev

Dates: January 2018 – December 2038

Prime Contractor: YES

OUTFRONT/

EXPERIENCE AND EXPERTISE

Expertise



Pablo Cremaschi

**General Manager,
South Florida**

Pablo is General Manager of the South Florida market and manages all of our inventory from Key West through Miami, Ft. Lauderdale, and West Palm Beach all the way up to the treasure coast. Pablo joined the company in 2014 through CBS Outdoor's acquisition of Van Wagner. He is a pioneer of the Miami sign program serving as General Manager for Van Wagner and Fuel Outdoor where he developed many of Miami's most iconic OOH inventory including the City of Miami's shelter program and several murals and digital billboards on County and City property. Prior to that he served as CEO of Sarmiento Advertising group and spearheaded the Company's entry into the US from Argentina. Over the past two decades Pablo has developed deep relationships with major advertisers who count on him as the foremost expert in OOH within South Florida.



**Marcelo
Touceda**

**Regional Operations
Manager**

Marcelo manages the company's operations in Florida. Prior to his position with Outfront Media, Mr. Touceda was the Operations Director at Van Wagner and his daily duties involved all aspects and details of running operations, supporting sales, growth, and Governmental affairs. Previously, Mr. Touceda has served as Operations Manager at Fuel Miami in Miami, FL. He also served as Operations Manager at SF Advertising and Sarmiento Advertising Group in Argentina. Mr. Touceda received his Master in Engineering Management from the Florida International University in Florida in 2007 and his Master in Mechanical Engineering from the Technological University of Argentina in 1997. Overall, Mr. Touceda has over eighteen years of experience in team management and outdoor advertising.



Liz Caprio

SVP, Florida region

Liz is Senior Vice President of the Florida Region and responsible for all sales and business operations in the State of Florida. Liz joined the company in 2004 in Boston where she managed the then Viacom, MBTA Transit franchise, followed by an 8-year stint as CBS Outdoor's Eastern Region Vice-President of Business Development. In 2013, Liz was enlisted to manage the Miami Dade County Transit Franchise, and in January of 2015, she became responsible for management of OUTFRONT media's South Florida market; across Miami-Dade, Broward, Palm Beach, Monroe and Martin counties.

OUTFRONT



Chris Ashley

**Real estate/Government
Affairs Director**

Chris is engaged in all aspects of the South Florida real estate department from lease negotiations, problem resolution, condemnations, permitting and construction. He also handles government relations in seven counties and dozens of municipalities. He began his OOH career with Clear Channel Outdoor in Atlanta serving as a public affairs representative before being promoted to VP of real estate and public affairs for the Florida Atlantic coast market where he built their first dozen digital displays. He was again promoted to VP of Washington D.C. to manage an inventory of 2500 shelters and over 2000 displays. After the acquisition of Van Wagner he was recruited to join OUTFRONT in 2015 to assist in developing iconic South Florida inventory where he has developed over a dozen organic sites and digital conversions generating over \$5m in organic annual revenue



Edward Jacobs

**Vice President,
Head of Real Estate
Development**

Edward manages numerous public and private landlord relationships throughout the United States including those with the Related Companies, Boston Properties, and the New York Metropolitan Transportation Authority (MTA), the Massachusetts Bay Transportation Authority (MBTA), the City of Chicago, The District Department of Transportation, and many others. Mr. Jacobs came to OUTFRONT in October 2014 through the acquisition of Van Wagner Communications where he developed new advertising properties in New York, Chicago, and San Francisco and served as the Manager of Van Wagner Chicago, LLC.



Steve Hillwig

**Executive Vice President,
National Operations**

With 32 years of experience in OOH, Steve brings a unique set of skills and genuine enthusiasm for out-of-home advertising to OUTFRONT. Steve began his career posting advertising on the Long Island Rail Road in 1983. In 1991, he was promoted to Construction Supervisor for Transportation Displays Incorporated ("TDI") and was again promoted in 1994 to Operations Manager for the Company's New York area billboard business. After his time as Senior Vice President of North American Operations with a competitor, Steve rejoined OUTFRONT as Senior Vice President, National Operations where he oversees all phases of construction, operations and safety

OUTFRONT MEDIA LLC	Experian BIN # 435729242
185 US HIGHWAY 46, FAIRFIELD, NJ 07004	DUNS # 012307773
Phone: (212) 297-6400	
Search Inquiry: Outfront Media / Fairfield / NJ	Ordered: 1/29/2019 5:33:48 PM (UTC)

Company Type	Outdoor advertising services	National/Tax ID	13-2660769
# Employees	100	SIC	Advertising agencies - 7311
Annual Sales	\$71,944,000		- 7312
Years in Business	26		
Date of Incorporation	7/21/1993		
State of Incorporation	DE		

Analytics

Credit Logic Score



Key Score Factors

- TAX LIENS OR JUDGMENTS PRESENT.

Data Depth Score



Data Depth Score is based on:

- Years in business
- Number of trade lines
- Number of bureaus pulled

* Indicates the volume of predictive data available on a company. Scale of 0-9 where 9 indicates greatest level of predictive data.

Business Failure Assessment

Average

Assessment is based on a combination of the Credit Logic Score and Data Depth Score.

MultiMax Credit Guideline

\$136,000

Requested Credit

This calculation is based on high credit amounts in recent trade payment history. Your final decision must be based upon your company's own business policies.

Derogatory Item Summary

Bankruptcy	No	Judgments	0
Collections	0	Charge-Offs	0
Most recent derogatory	N/A	Liens	20
		NSF Checks	0
		Derogatory items in previous 24 months	N/A

Fraud Flags

Address Info for: Outfront Media LLC, 185 US Highway 46, Fairfield, NJ 07004-2321 (Ph: 973-575-6900)

- Address zone: Commercial
- Corporate registration information available



Secretary of State or Corporate Registration

The following information was provided by the state of DELAWARE

State of Origin:	DE	Charter Number:	1993070829
Date of Incorporation:	7/21/1993	DBA:	OUTFRONT MEDIA LLC
Current Status:	Active	Prior business name:	CBS OUTDOOR INC.
Business Type:	Unknown - Profit	Agent:	CORPORATION SERVICE COMPANY
		Agent Address:	135 NORTH PENNSYLVANIA STREET INDIANAPOLIS IN

Management & Supplemental Data (data source: Dun & Bradstreet®)

Management

CEO: Jeremy Male, Chief Executive Officer
Current or Former Principals: JEREMY MALE
DONALD R SHASSIAN
GEORGE WOOD
JONATHAN KARABAS

Supplemental Data

Line of business: Outdoor advertising services
Subsidiary Status: Is a subsidiary
National/Tax Id: 13-2660769
Import/Export status: Imports

Corporate Linkage

Linkage occurs when one business has financial and legal responsibility for another. Common linkage identifiers are used to identify these relationships. Corporate Linkage enables businesses to make better decisions through the identification of relationships within a corporate family.

Ultimate Parent — Top-most responsible member of the family tree.

Immediate Parent — Parent refers to a business with a subsidiary. The Immediate Parent is the parent company for the business that is the subject of the profile.

Type of Location	Business Name	Address	Experian BIN
ULTIMATE PARENT	OUTFRONT MEDIA INC	405 LEXINGTON AVENUE FL 17 NEW YORK NY Country: USA	994777742
PARENT/HEADQUARTERS	OUTFRONT MEDIA INC	405 LEXINGTON AVENUE FL 17 NEW YORK NY Country: USA	994777742 *Matches inquired upon business
BRANCH	OUTFRONT MEDIA LLC	185 US HIGHWAY 46 FAIRFIELD NJ Country: USA	837134051
BRANCH	OUTFRONT MEDIA LLC	3770 CHERRY RD MEMPHIS TN Country: USA	744365166
BRANCH	OUTFRONT MEDIA LLC	4647 LEYDEN ST DENVER CO Country: USA	789345880
BRANCH	OUTFRONT MEDIA LLC	4667 SOMERTON RD STE F TREVISO PA Country: USA	829120780
BRANCH	OUTFRONT MEDIA LLC	8425 WOODFIELD CROSSING BLVD STE 570 INDIANAPOLIS IN Country: USA	835488875
BRANCH	OUTFRONT MEDIA LLC	3745 ATLANTA INDUSTRIAL DR NW ATLANTA GA Country: USA	843183203
BRANCH	OUTFRONT MEDIA LLC	403 FORD DR COLUMBUS GA Country: USA	843183204
BRANCH	OUTFRONT MEDIA LLC	355 WASHINGTON AVE NORTH HAVEN CT Country: USA	901913688
BRANCH	OUTFRONT MEDIA LLC	209 WASHINGTON ST W CHARLESTON WV Country: USA	928376905



Dun & Bradstreet Payment Habits By Industry

OUTFRONT MEDIA LLC
NEW YORK, NY
D-U-N-S NUMBER: 01-230-7773

There are 277 payment experiences in D&B's file for the most recent 12 months with 107 experiences reported during the last three month period.

Industry	Total # Received	Dollar Amount	Highest Credit	% of Dollar Amount				
				Within Terms	SLOW 1-30	SLOW 31-60	SLOW 61-90	SLOW 91+
Total in D&B's File	277	1,539,600	200,000					
PUBLIC FINANCE	70	363,900	100,000	100	0	0	0	0
ELECTRIC SERVICES	28	91,750	30,000	70	10	16	4	0
NONCLASSIFIED	7	27,750	20,000	90	5	0	0	5
WHOL INDUSTRIAL SUPPL	6	12,550	7,500	97	3	0	0	0
TELEPHONE COMMUNICTNS	5	66,500	65,000	100	0	0	0	0
EXECUTIVE OFFICE	5	11,250	5,000	100	0	0	0	0
WHOL ELECTRONIC PARTS	5	10,500	2,500	40	60	0	0	0
SHORT-TRM BUSN CREDIT	4	110,800	100,000	54	46	0	0	0
MISC EQUIPMENT RENTAL	4	9,000	7,500	47	42	4	3	4
TRUCKING NON-LOCAL	3	6,250	5,000	20	80	0	0	0
WHOL INDUSTRIAL EQUIP	3	8,500	5,000	94	0	6	0	0
BUSINESS CONSULTING	3	5,250	2,500	76	24	0	0	0
WHOL CHEMICALS	3	2,000	1,000	100	0	0	0	0
RET AUTO SUPPLIES	3	650	500	15	0	8	0	77
WHOL FURNITURE	2	8,250	7,500	0	45	55	0	0
NATNL COMMERCIAL BANK	2	8,500	7,500	100	0	0	0	0
WHOL ELECTRICAL EQUIP	2	5,100	5,000	100	0	0	0	0
MFG GLASS PRODUCTS	2	2,750	2,500	0	91	0	9	0
WHOL LUMBER/MILLWORK	2	2,750	2,500	45	55	0	0	0
WHOL METAL	2	3,500	2,500	100	0	0	0	0
NATURAL GAS DISTRIB	2	1,000	750	62	38	0	0	0
WHOL AUTO PARTS	2	850	750	50	50	0	0	0
WHOL SERVICE PAPER	2	750	500	83	17	0	0	0
MISC COMPUTER SERVICE	1	200,000	200,000	50	50	0	0	0
MFG SURGICAL SUPPLIES	1	200,000	200,000	100	0	0	0	0
WHOL OFFICE SUPPLIES	1	100,000	100,000	50	0	0	0	50
DATA PROCESSING SVCS	1	75,000	75,000	100	0	0	0	0
WHOL COMPUTERS/STFTWR	1	30,000	30,000	100	0	0	0	0
MISC COMML PRINTING	1	30,000	30,000	0	50	0	0	50
EMPLOYMENT AGENCY	1	25,000	25,000	100	0	0	0	0
WHOL PETROLEUM PRDTS	1	15,000	15,000	100	0	0	0	0
RET MISC MERCHANDISE	1	7,500	7,500	50	50	0	0	0
WHOL DURABLE GOODS	1	7,500	7,500	0	0	100	0	0
ERECTS BUILDING EQUIP	1	7,500	7,500	100	0	0	0	0
LIMESTONE MINING	1	7,500	7,500	0	100	0	0	0
WHOL HEATING/AC EQUIP	1	5,000	5,000	0	0	100	0	0
MFG PREFAB METAL BLDG	1	5,000	5,000	100	0	0	0	0

OUTFRONT

Industry	Total # Received	Dollar Amount	Highest Credit	% of Dollar Amount					
				Within Terms	SLOW 1-30	SLOW 31-60	SLOW 61-90	SLOW 91+	
REAL ESTATE AGENT/MGR	1	5,000	5,000	100	0	0	0	0	
ACCOUNTING SERVICES	1	5,000	5,000	50	50	0	0	0	
MFG PLASTIC SHEET/FLM	1	2,500	2,500	0	100	0	0	0	
HELP SUPPLY SERVICE	1	2,500	2,500	100	0	0	0	0	
WHOL OFFICE EQUIPMENT	1	2,500	2,500	100	0	0	0	0	
INDUSTRIAL LAUNDERER	1	1,000	1,000	50	50	0	0	0	
HVY CONST EQPT RENTAL	1	1,000	1,000	0	100	0	0	0	
MISC GENERAL GOV'T	1	1,000	1,000	100	0	0	0	0	
MISC BUSINESS SERVICE	1	1,000	1,000	50	50	0	0	0	
TRANSPORTATION SVCS	1	500	500	0	100	0	0	0	
SECURITY BROKER/DEAL	1	500	500	100	0	0	0	0	
MFG ABRASIVE PRODUCTS	1	500	500	50	0	50	0	0	
TRUCK RENTAL/LEASING	1	250	250	100	0	0	0	0	
WHOL HARDWARE	1	100	100	50	0	50	0	0	
COATING/ENGRAVE SVCS	1	100	100	0	0	0	0	100	
RADIOTELEPHONE COMMUN	1	100	100	100	0	0	0	0	
MFG POWER HANDTOOLS	1	100	100	0	0	0	100	0	
MFG SIGNS/AD SPEC'LTY'S	1	50	50	100	0	0	0	0	
MISC PUBLISHING	1	50	50	0	0	0	100	0	

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

Legal Filings and Collections (data source: Experian¹)

Public records have been searched on county, state, and federal levels.

Filing Type	Total Filed	Total Balance	Total Collections	Original Balance	Amount Paid	Balance Remaining
Tax Liens	20	\$172,634	0	\$0	\$0	\$0
Judgments	0	\$0				
UCC Filings	8	n/a				

OUTFRONT

Dun & Bradstreet PAYDEX® Score

A unique, dollar weighted indicator of payment performance based on payment experiences, as reported to D&B by trade references.
D&B must have three or more pieces of trade to calculate a PAYDEX Score.

D&B PAYDEX:
71

PAYDEX	Payment Practices
100	Anticipate
90	Discount
80	Prompt
70	15 Days Beyond Terms
60	22 Days Beyond Terms
50	30 Days Beyond Terms
40	60 Days Beyond Terms
30	90 Days Beyond Terms
20	120 Days Beyond Terms
1-19	Over 120 Days Beyond Terms
UN	Unavailable

Collection Filings

Date Placed	Status	Original Balance	Outstanding Balance	Date Closed	Agency	Agency Phone
-------------	--------	------------------	---------------------	-------------	--------	--------------

Bankruptcies

No bankruptcy information was found after an extensive search of public record data.

Tax Liens

File Date	Filing Type	Status	Amount	Filing Number	Jurisdiction
12/03/2018	STATE TAX	LIEN	\$1,009	186935248	SALT LAKE DISTRICT C
10/17/2018	STATE TAX	RELEASED	\$954	E043857262W0061	ALBANY COUNTY CLERK
07/25/2018	STATE TAX	LIEN	\$667	B5130P27	MONTGOMERY COUNTY JU
04/11/2018	STATE TAX	LIEN	\$954	E043857262W0061	ALBANY COUNTY CLERK
03/20/2018	STATE TAX	LIEN	\$5,083	182105875	SPOKANE SUPERIOR COU
02/28/2018	STATE TAX	RELEASED	\$330	11647270	MARION CNTY CIRCUIT/
01/26/2018	STATE TAX	LIEN	\$330	11647270	MARION CNTY CIRCUIT/
01/25/2018	STATE TAX	RELEASED	\$1,765	11637113	MARION CNTY CIRCUIT/
09/21/2017	STATE TAX	RELEASED	\$1,423	11501807	MARION CNTY CIRCUIT/
07/26/2017	STATE TAX	RELEASED	\$16,924	E043857262W0023	ALBANY COUNTY CLERK
05/18/2017	STATE TAX	RELEASED	\$1,406	427221	RICHLAND COUNTY CIRC
05/18/2017	STATE TAX	RELEASED	\$699	287304	RICHLAND COUNTY CIRC
05/18/2017	STATE TAX	RELEASED	\$696	330295	RICHLAND COUNTY CIRC
01/13/2017	STATE TAX	LIEN	\$70,794	2017001642	INGHAM COUNTY REGIST
11/14/2016	STATE TAX	LIEN	\$16,924	E043857262W0023	ALBANY COUNTY CLERK
09/16/2016	STATE TAX	LIEN	\$696	330295	RICHLAND COUNTY CIRC
08/24/2016	STATE TAX	RELEASED	\$1,807	E043857262W0018	ALBANY COUNTY CLERK
06/09/2016	STATE TAX	LIEN	\$699	287304	RICHLAND COUNTY CIRC
04/28/2016	STATE TAX	LIEN	\$1,406	427221	RICHLAND COUNTY CIRC

OUTFRONT/

File Date	Filing Type	Status	Amount	Filing Number	Jurisdiction
03/21/2016	STATE TAX	LIEN	\$1,807	E043857262W0018	ALBANY COUNTY CLERK
11/03/2015	STATE TAX	RELEASED	\$32,191	2000000081633	JEFFERSON COUNTY CLE
10/06/2015	STATE TAX	RELEASED	\$702	10679306	MARION CNTY CIRCUIT/
08/25/2015	STATE TAX	RELEASED	\$914	10614307	MARION CNTY CIRCUIT/
08/20/2015	STATE TAX	LIEN	\$32,191	2000000081633	JEFFERSON COUNTY CLE
08/05/2015	STATE TAX	LIEN	\$914	10614307	MARION CNTY CIRCUIT/
07/17/2015	STATE TAX	LIEN	\$2,400	152113008	SPOKANE SUPERIOR COU
07/10/2015	STATE TAX	RELEASED	\$551	10518996	MARION CNTY CIRCUIT/
06/29/2015	STATE TAX	LIEN	\$551	10518996	MARION CNTY CIRCUIT/
05/29/2015	STATE TAX	RELEASED	\$964	10438799	MARION CNTY CIRCUIT/
05/19/2015	STATE TAX	LIEN	\$8,474	152109221	SPOKANE SUPERIOR COU
04/07/2015	STATE TAX	LIEN	\$964	10438799	MARION CNTY CIRCUIT/
12/09/2014	STATE TAX	LIEN	\$7,872	141201343	PHILADELPHIA COUNTY
09/30/2014	STATE TAX	LIEN	\$12,502	20140648101	MARICOPA COUNTY RECO
07/01/2013	STATE TAX	LIEN	\$6,397	136921445	SALT LAKE DISTRICT C

Judgments

No judgment or attachment liens were found after an extensive search of public record data.

UCC Filings

Public records have been searched on county, state, and federal levels.
There are 8 UCC filings for this company.

Date Filed	Status	Document Number	Filing Location	Secured Party	Collateral Codes
12/05/2018	FILED	53123682	SEC OF STATE NJ	TOSHIBA FINANCIAL SERVICES FL JACKSONVILLE 32256 10201 CENTU	EQUIP
09/06/2018	FILED	2018 6149609	SEC OF STATE DE	MUFG BANK, LTD. NY NEW YORK 10020 1221 AVENUE OF THE AMERICA	AFTER ACQUIRED PROP, UNDEFINED
10/03/2017	FILED	52439982	SEC OF STATE NJ	TOSHIBA FINANCIAL SERVICES FL JACKSONVILLE 32256 10201 CENTU	EQUIP
06/30/2017	FILED	2017 4337892	SEC OF STATE DE	THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NY NEW YORK 10020 1	AFTER ACQUIRED PROP, UNDEFINED
12/23/2015	FILED	51469603	SEC OF STATE NJ	TOSHIBA BUSINESS SOLUTIONS FL JACKSONVILLE 32256 10201 CENTU	EQUIP
08/31/2015	FILED	2015 3816427	SEC OF STATE DE	TOSHIBA BUSINESS SOLUTIONS FL JACKSONVILLE 32256 10201 CENTU	AFTER ACQUIRED PROP, UNDEFINED
12/08/2014	AMENDED	2014 4941845	SEC OF STATE DE	CITIBANK, N.A., AS COLLATERAL AGENT	
01/31/2014	FILED	2014 0411785	SEC OF STATE DE	CITIBANK, N.A., AS COLLATERAL AGENT NY NEW YORK 10013 388 GR	AFTER ACQUIRED PROP, UNDEFINED

OFAC Alert

Results for: OUTFRONT MEDIA LLC { OUTFRONT MEDIA }

No OFAC hits found

* The ID numbers listed above are for your benefit to help research with the United States Treasury.



We are providing the Office of Foreign Assets Control (OFAC) Alert Due Diligence Guide, below, as an aid to facilitate a determination of what further compliance action, if any, should be considered. As a reminder, Client may not use OFAC Alert as part of its decision-making process for determining an individual's eligibility for any credit or any other purpose authorized under the FCRA.

OFAC ALERT DUE DILIGENCE GUIDE

The following guidance is provided for clients receiving OFAC Alert notices indicating some level of match with a person on the OFAC List.

Notices:

- I. Do NOT use this Alert to determine an individual's eligibility for any credit or any other purpose authorized under the FCRA. This Alert is NOT a consumer report. It is only an Alert for you to take further due diligence steps.
- II. Business Credit Reports assumes no liability for any errors or omissions in this guide. While this guide is intended to facilitate OFAC compliance, its use does not guarantee compliance with applicable law.

Recommended Due Diligence Steps:

- A. Access: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
- B. Locate the name in question.

Compare the complete OFAC entry with all of the information you have on the subject of your request. An OFAC entry often will have a full name, address, nationality, passport, tax ID or cedula number, place of birth, date of birth, former names and aliases.

If you are missing a lot of this information for your subject, contact the individual or company for additional information and then compare the complete information against the information provided in the OFAC entry.

The following are False Positive Review Standard Match Comparison Guidelines:

- Company Name Match - Compare the words in the Company Names.
- Name Match - Compare the First and Last Names.
- Middle Name Match - Compare the Middle Names/Initials.
- Address Match - Compare Street Addresses.
- City/State Match - Compare city and state information.
- Date of Birth - Compare DOB and/or ages, if provided.
- Spouse - Compare the spouse names if the information is provided.
- Occupation - Compare the occupation if the information is provided.
- Suffix/Title/Prefix - Compare the suffix/title/prefix if the information is provided.

- C. Are there a number of similarities or exact matches?

- If yes, please call the OFAC hotline at 1-800-540-6322.
- If no, you do not have a valid match. However, if you have reason to know or believe that allowing this person to do business in the United States would violate any of the Department of the Treasury or other Regulations, you should call the OFAC hotline and explain this knowledge or belief.

Much of the above information is from the due diligence steps recommended by the U.S. Department of Treasury for handling and reporting Office of Foreign Assets Control (OFAC) hits. To ensure you have the most recent version of the due diligence steps, please go to: <http://www.treasury.gov/resource-center/sanctions/Pages/regulations.aspx>

¹ Experian data for: OUTFRONT MEDIA LLC, 405 LEXINGTON AVE, NEW YORK, NY 10174 [Experian File # 435729242 established 10/1/2001]

The information herein is furnished in confidence for your exclusive use for legitimate business purposes and shall not be reproduced. Neither Experian Inc. nor its sources or distributors warrant such information nor shall they be liable for your use or reliance upon it.

⁴ D&B data for: OUTFRONT MEDIA LLC, 405 LEXINGTON AVE, 14TH FLOOR, NEW YORK, NY 101740002 [DUNS # 012307773]

The information herein is furnished in confidence for your exclusive use for legitimate business purposes and shall not be reproduced. Neither Dun & Bradstreet Inc. nor its sources or distributors warrant such information nor shall they be liable for your use or reliance upon it.

CREDIT OPINION

28 January 2019

Update

RATINGS

OUTFRONT Media Inc.

Domicile	New York, New York, United States
Long-Term Rating	Ba3
Type	LT Corporate Family Ratings
Outlook	Stable

Please see the [ratings section](#) at the end of this report for more information. The ratings and outlook shown reflect information as of the publication date.

Contacts

Scott Van den Bosch 212-553-0193
VP-Sr Credit Officer
scott.vandenbosch@moody.com

John Diaz 212-553-1977
MD-Corporate Finance
john.diaz@moody.com

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

OUTFRONT Media Inc.

Update to Discussion of Key Credit Factors

Summary

OUTFRONT Media Inc. (Ba3 corporate family rating (CFR)) benefits from its market position as one of the largest outdoor advertising companies in the US with positions in all the top 25 markets and approximately 140 markets in the US and Canada. The continued conversion of traditional static billboards to digital is expected to support revenue and EBITDA growth although the company has historically spent less than its largest competitors on digital billboard displays. The outdoor advertising industry benefits from restrictions on the supply of billboards which help support advertising rates and high asset valuations. Leverage as of Q3 2018 was 5.4x (excluding Moody's standard lease adjustments) which is very high for the rating and leaves the company weakly positioned at the current Ba3 CFR. The company has also generated negative free cash flow after dividends in 2017 and YTD Q3 2018 which has led to higher debt levels and increased negative rating pressure. EBITDA margins are good, but are below the industry average of its US competitors at approximately 28% as calculated by Moody's due to its lower margin transit business. The outdoor industry also remains vulnerable to consumer ad spending and ad contract periods are generally shorter than they were historically. OUTFRONT also derives significant revenue from national advertisers and has business concentrations in both New York City and Los Angeles which can lead to increased volatility. The company renewed a material contract with the New York Metropolitan Transit Authority (MTA) which will cause the company to deploy over 50,000 digital transit displays (including platform, subway, and railcar displays) over the next several years. We expect the company will continue to evaluate acquisitions that could be funded with cash, debt, or equity.

Credit Strengths

- » Large size and strong market position in outdoor advertising industry
- » Favorable fundamentals of the US outdoor advertising industry
- » Opportunity to convert static billboards to digital to support growth

Credit Challenges

- » High leverage level for the existing rating
- » Operates as a REIT and pays substantial dividends that has led to negative free cash flow
- » Exposure to cyclical consumer advertising

Rating Outlook

The rating outlook is stable and we expect low to mid-single digit organic revenue and EBITDA growth in 2019. We also anticipate the company may potentially issue equity that could be used for general corporate purposes, capex or to help fund the MTA digital buildout. However, additional debt has the potential to offset the impact of projected EBITDA growth and could lead to negative rating action given the current high leverage for the existing ratings and negative free cash flow.

Factors that Could Lead to an Upgrade

- » An upgrade is unlikely in the near term given the high leverage level for the existing rating and negative free cash flow. Leverage would need to decrease below 3.5x (excluding Moody's standard adjustments)
- » The company will need to demonstrate both the desire and ability to sustain leverage below that level while maintaining a good liquidity position.
- » Positive organic revenue growth would also be required in addition to free cash flow as a percentage of debt above 10%.

Factors that Could Lead to a Downgrade

- » The ratings could face downward pressure if leverage was expected to be maintained above 5x (excluding Moody's standard adjustments).
- » A deterioration in its liquidity position or continued negative free cash flow could also trigger a downgrade.

Key Indicators

Exhibit 1

OUTFRONT Media Inc.

	31-Dec-16	31-Dec-17	30-Sep-18	Projection 12/31/2019
Revenue	\$1.5	\$1.5	\$1.6	\$1.6
Debt / EBITDA	5.0x	5.3x	5.4x	5.2x
(EBITDA - CAPEX) / Interest Expense	3.3x	3.0x	2.9x	3.3x
EBITDA Margin %	28%	28%	28%	28%

[1] All ratios are excluding Moody's Global Standard Lease or Pension Adjustments for Non-Financial Corporations.

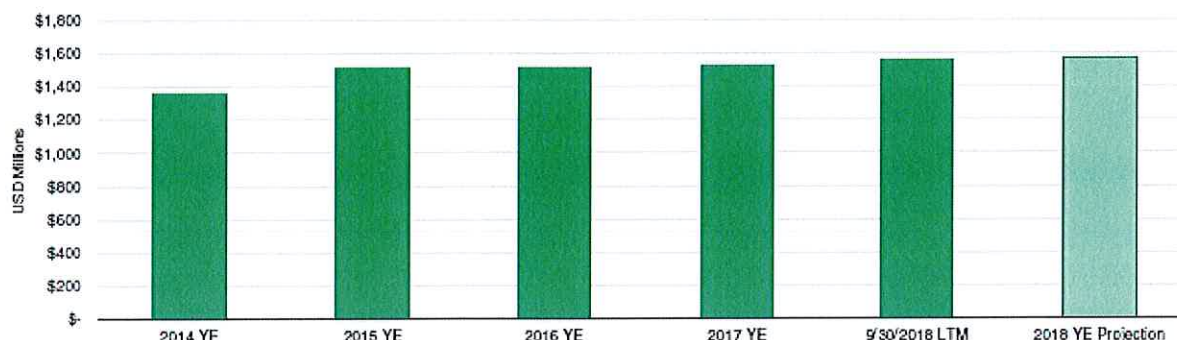
Source: Moody's Financial Metrics™

Corporate Profile

OUTFRONT Media Inc. (OUTFRONT) (fka CBS Outdoor Americas Inc.) is one of the leading outdoor advertising companies with operations primarily in the US in addition to Canada. The company was previously an operating subsidiary of CBS Corporation and in July 2014 began operating as a REIT. In October 2014, OUTFRONT completed the acquisition of certain outdoor assets from Van Wagner Communications, LLC (Van Wagner) for \$690 million. In April 2016, the company sold its Latin America outdoor assets to JCDecaux S.A for approximately \$82 million in cash. In June 2017, OUTFRONT acquired the equity interests of certain subsidiaries of All Vision LLC to expand its outdoor advertising assets in Canada for \$94 million of cash and equity. The company's reported revenues were approximately \$1.6 billion on an LTM basis as of Q3 2018.

Detailed Credit Considerations

Exhibit 2
OUTFRONT's Revenue Trend



* Reflects Moody's 2018 projections
Source: OUTFRONT Media Inc's audited financials

LARGE SIZE AND STRONG MARKET POSITION IN OUTDOOR ADVERTISING INDUSTRY

OUTFRONT's ratings reflect its large size and market position as one of the top three outdoor advertising companies in the US, along with Clear Channel Outdoor Holdings, Inc. (B3 CFR) and Lamar Advertising Company (Ba2 CFR). In total, the company has displays in the top 25 largest markets in the US and in approximately 140 markets in the US and Canada. Revenue from the US accounted for 95% of revenue during the first nine months through Q3 2018 with the remainder from Canada. OUTFRONT sold its Latin American assets to JCDcaux for approximately \$82 million which closed on April 1, 2016. The sale allowed the company to focus on its higher margin businesses and in markets where it has stronger market positions. The company acquired the equity interests of certain subsidiaries of All Vision LLC in June 2017 for \$94 million to expand its outdoor operations in Canada. The geographical diversity of its outdoor assets partly mitigates risks associated with limited downturns in regional or national advertising spending. However, the company derived 22% of its US Media segment revenue from New York City and 16% from Los Angeles with 43% of advertising revenue coming from more volatile national advertisers during the nine months ended Q3 2018. Exposure to New York City and Los Angeles may increase the interest of advertisers trying to reach the two top DMAs, but may elevate volatility during a recession.

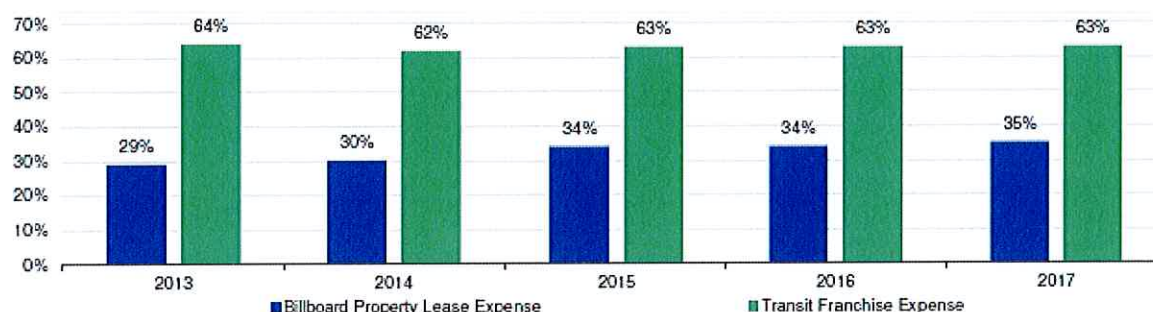
The company also benefits from a broad advertising customer base with no industry accounting for more than 8% of revenue and no customer resulting in more than 2.5% of revenue in 2017. Retail, Healthcare/Pharmaceuticals, and Television were the top 3 industries in 2017 and represented 24% of US revenue (unchanged from 2016). The company has been acquisitive following the separation from CBS and has completed several smaller acquisitions in addition to the Van Wagner and All Vision acquisitions. During the first three quarters of 2018, OUTFRONT spent \$6 million on acquisitions (down from \$107 million in the prior period), but has entered into an agreement to make a \$35 million acquisition in California which is expected to close in 2019. We anticipate that the company will continue to pursue acquisitions that could be funded with cash from the balance sheet, additional debt issuance, or equity. Given the highly diversified nature of the outdoor industry, many acquisitions could be small in size.

MTA CONTRACT RENEWAL

In 2017, the New York Metropolitan Transportation Authority (MTA) awarded OUTFRONT the transit advertising contract for the subway, railroad (Metro-north and Long Island Railroad), and buses for a ten year term with an additional five year extension at the company's option. The contract will require OUTFRONT to deploy over 50,000 digital transit displays across the system over a number of years beginning in 2018. The MTA will receive the greater of a percentage of revenues or a guaranteed minimum annual payment. Incremental revenue which exceed an annual base revenue amount will be retained by OUTFRONT for the cost of deploying the new digital screens. The company estimates that it will cost approximately \$800 million for the full fifteen year term and approximately \$600 million in the first eight years of the term which will be recorded as prepaid lease and transit franchise costs and intangible assets instead of capex on the financial statements.

While we expect the new contract to support EBITDA growth over the length of the contract, underperformance, construction schedule delays, or higher than expected installation costs has the potential to adversely impact leverage levels. EBITDA margins in transit are also materially lower than billboards. Transit franchise expenses represented 63% of transit revenue in 2017 as compared to Billboard property lease expenses representing 35% of billboard revenue which results in much lower transit EBITDA margins compared to billboard margins. The company also has \$1.564 billion in guaranteed minimum payments over the life of the agreement related to transit franchise contracts as of Q3 2018.

Exhibit 3
Billboard Property Lease Expenses vs Transit Franchise Expenses as a % of Revenue.



Source: OUTFRONT Media Inc's audited financials

HIGH LEVERAGE LEVEL

OUTFRONT's reported revenue was up 3% and organic revenue was up 2% during the first nine months of 2018. Organic billboard revenue was up 3% during the same time period due to the conversion of traditional static billboards to digital and an increase in average revenue per display, partly offset by discontinued billboards. Organic transit and other revenue was relatively flat as growth in digital displays was partially offset by a decline in national ad spend. Operating expenses increased 1% as an increase in billboard property leases was partly offset by a decrease in transit franchise expense, but SG&A increased 8% as compensation and other employee related costs increased and strategic business developments costs rose during the first three quarters of 2018. As a result, EBITDA increased 6% YTD as of Q3 2018 as calculated by Moody's. However, the amount of outstanding debt increased by \$105 million YTD as of Q3 2018 and Moody's calculated leverage was unchanged with the prior year period at 5.4x which is high for the existing rating level. The MTA digital buildout and negative free cash flow in recent periods make it more difficult for the company to materially reduce leverage from EBITDA growth alone. While we expect EBITDA to grow in the low to mid single digits over the next year, further increases in debt could reduce or offset the impact of EBITDA growth on leverage.

OPERATES AS A REIT THAT REQUIRES THE DISTRIBUTION OF THE VAST MAJORITY OF FREE CASH FLOW

As OUTFRONT operates as a REIT, it is required to distribute at least 90% of REIT taxable income and we expect the company to payout approximately \$203 million in dividends in 2018 which is largely unchanged from \$202 million in 2017 and compares to \$189 million in 2016, \$196 million in 2015 (including a top up payment made at the beginning of 2015). The company also made a onetime payment of \$547.7 million (\$109.5 million in cash and the rest in stock) as part of the required earnings and profit purge payment in December 2014. The distributions to shareholders has led to negative free cash flow of \$23 million in 2017 and \$78 million YTD as of Q3 2018. Until the company can generate positive free cash flow we expect the company will need to raise additional debt or its existing liquidity position would be negatively impacted. Either of which would increase negative rating pressure.

The weak free cash flow position elevates the sensitivity to an economic recession or debt funded acquisition. The company has put in place an At-the-Market equity program to potentially sell up to \$300 million of additional equity. If additional equity is sold, it could be used to reduce debt from current levels or provide funds for general corporate purposes.

OUTFRONT

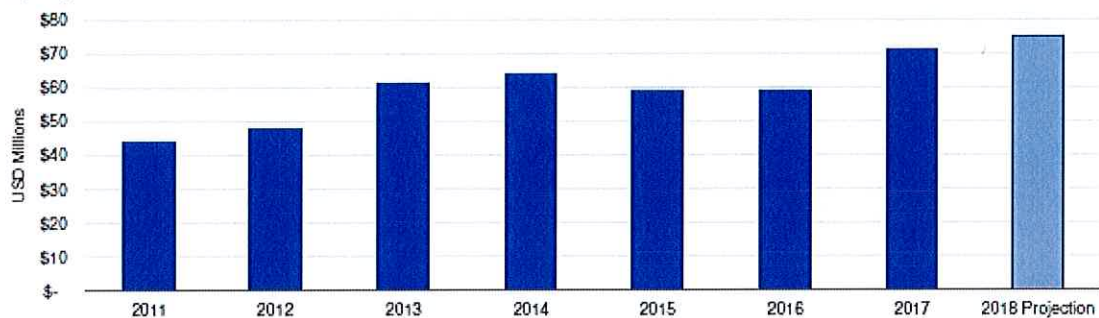
EXPOSURE TO CYCLICAL CONSUMER ADVERTISING SPEND

The outdoor industry is sensitive to consumer ad spending and we expect greater revenue volatility in the industry due to overall shorter term contracts for both digital and static boards. Improvements in the ability to change static boards and growing digital inventory allow industry operators to change messages more quickly and for inventory to be divided up into shorter time periods at potentially higher rates. During periods of advertising strength this can lead to higher revenue and EBITDA, but during times of weakness the shorter term contract periods will cause the industry to be impacted more rapidly than in the past when it operated under longer term contracts. However, the shorter term contracts will enhance the speed that the industry can recover from a recession given the lower financial commitment required at a time when advertisers may be more conservative with their ad budgets following a period of economic weakness.

OPPORTUNITY TO CONVERT STATIC BILLBOARDS TO DIGITAL TO SUPPORT GROWTH

OUTFRONT has historically invested substantially less in converting static billboards to digital than both Lamar Advertising and Clear Channel Outdoor. OUTFRONT had 822 digital boards in the US and 160 in Canada at the end of 2017 (about 2% of total billboard displays), compared to over 2,800 for Lamar (2% of total billboards) and over 1,100 for Clear Channel Outdoor (following prior asset sales) as of the end of 2017. As of Q3 2018, OUTFRONT had 937 digital billboards in the US and 182 in Canada for a total of 1,119 digital boards.

Exhibit 4
CapEx Spend



Source: OUTFRONT Media Inc.'s audited financials

The company spent \$44, \$48, \$61, \$64, \$59, \$59, and \$71 million in 2011, 2012, 2013, 2014, 2015, 2016, and 2017 respectively in capex and we expect the company will spend approximately \$75 million in 2018. Capex of \$71 million in 2017 compares to \$109 million for Lamar and \$224 million for Clear Channel Outdoor. We project capex spend will remain below its two largest US competitors, but that OUTFRONT will spend significant amounts on digital transit displays due to the new MTA contract which will not be included in the capex line in the financial statements. As the percentage of digital boards grows, EBITDA margins should benefit and we anticipate that digital capex will be directed to the highest ROI boards. However, if the lower margin transit business grows at consistently higher rates than the billboard business, EBITDA margins would be negatively impacted.

Digital billboards offer an attractive long term opportunity as operators can put more messages on a digital board, update the message more frequently, and expand its traditional customer base. Digital boards have the potential to offer three to four times the revenue of traditional boards with lower production costs which can lead to noticeably higher margins. However, the contract lengths for digital advertisers are shorter than traditional billboards. The company has also been heavily focused on digital mobile and has initiatives to improve digital marketing and increase the effectiveness and measurability of its displays so it can provide advertisers with location and behavioral data. Like other outdoor companies, OUTFRONT is also focused on programmatic platforms to increase its share of digital ad dollars and capturing a larger amount of ad campaign spend.

Liquidity Analysis

We expect OUTFRONT to maintain good liquidity as reflected by its SGL-2 liquidity rating. Liquidity is supported by the company's \$430 million revolver due March 2022 with \$10 million of borrowings, \$66 million of LCs outstanding, and \$57 million of cash on the balance sheet as of Q3 2018. There is an additional \$150 million L/C facility which had \$129 million outstanding as of Q3 2018. In June 2017, the company entered into an Accounts Receivable facility which expires in June 2021 that had \$100 million outstanding as of Q3 2018 in addition to a new \$75 million structured repurchase facility which led to an increase in overall outstanding debt YTD as of Q3 2018. OUTFRONT has good cash flow from operations prior to shareholder distributions, but free cash flow was negative in 2017 and YTD as of Q3 2018 after capex and dividends. While the distribution of free cash flow to shareholders will limit the amount of cash on the balance sheet, the required distributions would decline as taxable earnings decline. The company has access to additional sources of liquidity to maintain the distribution level despite a decline in the required distribution rate. If the company continues to retain its distribution rate above the amount of free cash flow for an extended period of time, the liquidity position would deteriorate. OUTFRONT's liquidity position would benefit if the company sells shares under its \$300 million At-the-Market equity offering plan that was put in place in November 2017.

The term loan facility is covenant lite, but the revolver is subject to a maximum consolidated net secured leverage ratio when drawn of 4x compared to a ratio of 1.5x as of Q3 2018. We anticipate the company will maintain a significant cushion of compliance. The company also has the ability to issue Incremental term loans in the amount of the greater of \$400 million or an unlimited amount subject to an incurrence test of 6x the consolidated total leverage ratio compared to a ratio of 4.9x as of Q3 2018.

Rating Methodology and Scorecard Factors

Exhibit 5

OUTFRONT Media Inc.			Moody's 12-18 Month Forward View [3]	
Media Industry Grid [1][2]			Measure	Score
Factor 1 : Business Profile (20%)			Measure	Score
a) Revenue (USD Billion)	\$1.5	Ba	\$1.6	Ba
Factor 2 : Size (20%)			Measure	Score
a) Market Position	Baa	Baa	Baa	Baa
b) Market Share Trajectory	Ba	Ba	Ba	Ba
c) Business Model	B	B	B	B
Factor 3 : Leverage and Coverage (45%)			Measure	Score
a) Debt / EBITDA	5.4x	B	5.2x	B
b) (EBITDA - CAPEX) / Interest Expense	2.9x	Ba	3.3x	Ba
Factor 4 : Financial Policy (10%)			Measure	Score
a) Financial Policy	B	B	B	B
Rating:			Measure	Score
a) Indicated Outcome from Scorecard		Ba3		Ba3
b) Actual Rating Assigned		Ba3		Ba3

[1] All ratios are excluding Moody's Global Standard Lease or Pension Adjustments for Non-Financial Corporations.

[2] As of 9/30/2018(1).

[3] This represents Moody's forward view; not the view of the issuer, and unless noted in the text, does not incorporate significant acquisitions and divestitures.

[4] For Broadcasters financial ratios are generally calculated using 2 year averages, for Non-Broadcasters financial ratios are generally calculated using most recent LTM values.

[5] In general, non-cash interest is to adjust for PIK-like, non-cash interest expense (as opposed to unusual finance charges).

Source: Moody's Financial Metrics™

OUTFRONT/

Appendix

Exhibit 6

OUTFRONT Media Inc.	FYE	FYE.	LTM
Report Date	31-Dec-16	31-Dec-17	30-Sep-18
INCOME STATEMENT			
Revenue	\$1,514	\$1,521	\$1,555
EBITDA	\$429	\$423	\$436
Interest Expense	\$114	\$117	\$124
BALANCE SHEET			
Cash & Cash Equivalents	\$65	\$48	\$58
Total Debt	\$2,159	\$2,248	\$2,353
CASH FLOW			
Capex = Capital Expenditures	\$59	\$71	\$74
Dividends	\$169	\$202	\$204
Free Cash Flow (FCF)	\$39	-\$23	-\$74
FCF / Debt	2%	-1%	-3%
PROFITABILITY			
EBITDA Margin %	28%	28%	28%
INTEREST COVERAGE			
EBITDA / Interest Expense	3.8x	3.6x	3.5x
(EBITDA - CAPEX) / Interest Expense	3.3x	3.0x	2.9x
LEVERAGE			
Debt / EBITDA	5.0x	5.3x	5.4x

[1] Excludes Moody's standard lease adjustments.
Source: Moody's Financial Metrics™

Ratings

Exhibit 7

Category	Moody's Rating
OUTFRONT MEDIA INC.	
Outlook	Stable
Corporate Family Rating	Ba3
Speculative Grade Liquidity	SCL-2
OUTFRONT MEDIA CAPITAL LLC	
Outlook	Stable
Bkd Sr Sec Bank Credit Facility	Ba1/LGD2
Senior Unsecured	B1/LGD5

Source: Moody's Investors Service



© 2019 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RATINGS AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MOODY'S PUBLICATIONS MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT OR IMPAIRMENT. SEE MOODY'S RATING SYMBOLS AND DEFINITIONS PUBLICATION FOR INFORMATION ON THE TYPES OF CONTRACTUAL FINANCIAL OBLIGATIONS ADDRESSED BY MOODY'S RATINGS. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER. ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY ANY PERSON AS A BENCHMARK AS THAT TERM IS DEFINED FOR REGULATORY PURPOSES AND MUST NOT BE USED IN ANY WAY THAT COULD RESULT IN THEM BEING CONSIDERED A BENCHMARK.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing the Moody's publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CREDIT RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any rating, agreed to pay to Moody's Investors Service, Inc. for ratings opinions and services rendered by it fees ranging from \$1,000 to approximately \$2,700,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moodys.com under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657 AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJKK or MSFJ (as applicable) for ratings opinions and services rendered by it fees ranging from JPY125,000 to approximately JPY250,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.



MOODY'S INVESTORS SERVICE

CORPORATES

Contacts

Shawana A McDonald +1.212.553.4336
Associate Analyst
shawana.mcdonald@moodys.com

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

TAB 3: Resources and Methodology



RESOURCES AND METHODOLOGY

In addition to the experience, financial and management capabilities described in the prior section we believe our people make the difference in making this program successful for the City of Miramar.

The following OUTFRONT management staff would be assigned to the City of Miramar Project and oversee the entire project on a daily basis:

Pablo Cremaschi	General Manager	South Florida
Marcelo Touceda	Operations	Florida Region*Miramar Resident
Chris Ashley	Real Estate Director	Florida Region
Mark Bonanni	Sales Director	South Florida

Per the attached resumes the management team above has a combined 60 years' experience in outdoor advertising specific to OOH development, installation, leasing, permitting, maintenance, operations and sales and has developed OOH assets that have generated well over \$1b in their lifetimes. No other competitor can match the local, SOUTH FLORIDA, experience of our team.

In addition the following support staff would be assigned to the City of Miramar Project and assist as needed to ensure expediency, efficiency and the highest quality control

Jeff Legg	Real Estate Rep	South Florida
Matt McCann	Real Estate Rep	South Florida
Eric Arbesu	Operations Manager	South Florida *Miramar Resident
Dennis Mele	Local Counsel	Greenspoon Marder

Finally, you get the full sales staff of OUTFRONT from our local South Florida division to our powerhouse national sales team to every sales person in every one of our markets willing and able to sell your signs for the highest rate possible.



CHRISTOPHER ASHLEY

5235 Majorca Club Drive · Boca Raton, FL · 404-217-1119

Professional Experience

OUTFRONT Media

Director of Real Estate / Government Affairs – Florida Region

Pompano Beach, FL
11/14- Present

- Doubled digital billboard Inventory in the South Florida Market in 36 months
- Developed / deployed over a dozen new structures which generate over \$5m in organic annual revenue
- Coordinate and prioritize local legislative efforts with political consultants and lobbyists
- Monitor and participate in processes to secure all permits, variances, zoning, annexations, etc.

Clear Channel Outdoor

Vice President - Real Estate & Public Affairs – Washington D.C. / Baltimore Division

Laurel, MD
1/13 – 11/14

- Managed and maximized \$16M dollar lease portfolio under budget during tenure
- Directed all lease strategy and negotiation for Real Estate team which resulted in dramatic cost savings
- Developed relationships with government officials and policy makers which created first traditional digital in DC DMA
- Reviewed all legal claims and liaised with local and corporate counsel to minimize liability and lobby for new opportunities
- Created and maintained effective daily working relationships with elected officials in Maryland, Virginia and Washington D.C.

- Managed the division's bus shelter and transit division
- Directed Public Affairs representative and assistant in day to day operations
- Worked closely with corporate office on Local / Federal Government initiatives and partnerships

Vice President – Real Estate & Public Affairs - Daytona Beach / Melbourne Division

Melbourne, FL
1/10 – 1/13

- Deployed division's first thirteen digital billboards by changing five ordinances along the Space Coast
- Inception and Development of Port Canaveral Advertising Program creating over \$1M in organic revenue
- Led entire company in cost savings effort reaching nearly 800% of lease reduction budget
- Awarded 2011 "Outworks Award" for top employee in division
- Managed Government relations in over a dozen counties and nearly one hundred municipalities
- Responsible for creation, copy and content of companywide newsletter at request of former CEO.

Public Affairs / Real Estate Representative – Atlanta Division

Atlanta, GA
6/07 – 1/10

- Managed Government relations in seven counties and the City of Atlanta
- Completed over one hundred separate lease renewals at an average cost of lease than 20% of rent to revenue
- Deployed eight of division's first fifteen digital billboards which involved 4 ordinance changes
- Utilized public affairs experience to assist division in improving political, civic and media affairs

Bay County Chamber of Commerce

Vice President- Governmental and Military Affairs

Panama City, FL
7/05 – 6/07

- Lobbied Chamber's Legislative Agenda on State and Federal levels
- Oversaw and managed National Government, Education, Local/State Government, and Transportation Committees

WMBB ABC News 13

Reporter/ Sports Director/ Co-Anchor

Panama City, FL
3/03 -7/05

- Covered legislative sessions in Tallahassee, County Commission meetings, Political campaigns
- Reported on breaking news (Hurricane and Political Campaign experience)

Turner Sports Productions

Internship

Atlanta, GA
5/02 – 8/02

- Worked directly with producers during NBA Playoffs, Wimbledon and PGA Championship
-

Education

Georgia College & State University- *Bachelor of Arts Degree: Mass Communication: Journalism*
Milledgeville, Georgia

Organization Membership / Volunteer Service

- Leadership Broward - Class 34 Graduate



- **Leadership Palm Beach County**- Class of 2019 member
- **Florida Outdoor Advertising Association** - Board Director – §479 rewrite committee – Vegetation Committee Chair
- **Outdoor Advertising Association of Virginia** - Board Member – 2013-2014 – Led charge against VDOT’s 50% replacement requirements
- **United States Naval Academy** – Midshipman Sponsor – 2013 – 2014
- **Metro Crime Stoppers of Maryland** - Board Member / Golf Tournament Chair / Marketing Chair 2013 – 2014
- **Economic Development Commission of Florida’s Space Coast** – Board Member, 2010-2013
- **Young Professionals of Brevard** – Board Member/Committee Chair, 2010- 2013
- **Lead Brevard** - Graduate, Class of 2010
- **Junior Achievement of Central Florida** -Teacher/Mentor, 2011- 2013
- **Outdoor Advertising Association of Georgia**- Member- Assisted in original lobbying efforts for HB 179 -2008-2010



Pablo Cremaschi

365 Redwood Lane, Key Biscayne, FL 33149 – (305) 528-1582 – pablo.cremaschi@outfrontmedia.com

Experience

General Manager

OUTFRONT Media

October 2014 – Current

Manages relationships with City of Miami and Miami-Dade County. Development of new mural opportunities, relationships with current landlords. Spearhead new opportunities for company growth. Support national team in wall and transit sales. Assist operations team with management of responsibilities.

General Manager

Van Wagner

October 2012 – October 2014

Oversee all aspects of business in Miami area, including operations, sales, governmental affairs, and growth opportunities.

General Manager

Fuel Miami, LLC

December 2006 – October 2012

Managed landlord relationships including City of Miami and Miami-Dade County and all areas of operations, governmental affairs and sales.

Chief Executive Officer

Sarmiento Advertising Group, Miami

2002-2006

Spearheaded company's entry into the U.S. market. Oversee all aspects of business in Miami area, including operations, sales, governmental affairs, finance and growth opportunities.

Chief Operating Officer

Sarmiento Advertising Group, Argentina

1997-2002



Oversee all aspects of business in Argentina, including operations, sales, governmental affairs, finance and growth opportunities.

Education

Administration, BA

National University of Economic Sciences, Argentina, 1993



MARK BONANNI

229 Lone Pine Dr ♦ Pam Beach Gardens, FL 33410 ♦ (561) 951-7434 ♦ markebonanni@aol.com

SENIOR BUSINESS DEVELOPMENT LEADER – 15+ YEARS' EXPERIENCE

Achievement-oriented Regional Director with extensive experience in business development, customer engagement, sales strategy, strategic marketing, and team development. Proven track record of driving sales to significantly increase annual revenue. Expertise in digital media focused on growing business at point-of-sale through strong return on investment. Solid knowledge of market analysis, human resources, sales forecasting, and team building. Highly-effective communicator relaying complex information in easily understood language. Identifies new opportunities for growth while implementing strategies for goal achievement. Thrives in fast-paced, high-pressure environments providing innovative thinking and professionalism at all times.

CORE COMPETENCIES

BUSINESS DEVELOPMENT	STRATEGIC PLANNING	EXECUTIVE LEADERSHIP
ACCOUNT MANAGEMENT	SALES & MARKETING	TRAINING & DEVELOPMENT
DIGITAL MARKETING	TERRITORY MANAGEMENT	TEAM COMMUNICATION

PROFESSIONAL EXPERIENCE

SALES DIRECTOR

AUGUST 2015 – PRESENT

OUTFRONT MEDIA

Manage the combined Local Sales Account Executive Staff and Sales Assistants for both the Miami-based Transit/Wall Team and the Pompano-based billboard team to achieve targeted sales revenue goals for the South Florida Region (\$50 Million). Develop and lead the combined local sales team to ensure that all 22 Local Sales Executives are strategically, cohesively and professionally presenting OUTFRONT media assets as the complete media solution to our clients and perspective clients. My role is to create an environment whereby every local sales opportunity is maximized by leveraging all transit/wall, billboard and digital assets as it benefits the client.

REGIONAL SALES MANAGER – *Business Development*

2003 – August 2015

hibu

Business Development manager coaching, developing, and training Sales Representatives. Develops new relationships with SMBs throughout South Florida and trains on effective sales strategies and product knowledge. Drives sales for new media and print, including SEM/SEO (Google, Yahoo, Bing), Facebook/Microsoft online display ads, website development, mobile websites, e-commerce, mobile banner ads, and yellowbook.com. Supports sales team using SaaS cloud computing software via salesforce.com enabling focus on KPIs. In addition, manages expenses, plans annual budgets, and conducts sales forecasts.

KEY ACHIEVEMENTS:

- ❖ Recognized with Presidents Club Award (2004, 2005, 2011) and Salesforce.com Champion (2014)
- ❖ Awarded New Business Office of the Year (2008, 2010)
- ❖ Authorized Google AdWords re-seller
- ❖ Developed business plan and launch for new market in Brevard and Indian River Counties (2006)

GENERAL SALES MANAGER

2002 – 2003

Verizon Information Services

Provided leadership for 65+ staff members in this General Sales Manager position. Supervised administration, account executives, telephone sales representatives, support manager, and district sales managers. Managed \$60M in print and online revenue from Verizon Superpages and Superpages.com. Developed market plans for strategic territories throughout Northern NJ ensuring sales force was equipped with training, marketing, and support resources. In addition, maintained relationships with Verizon's internal customers and negotiated sales contracts with local Communications Workers of America.

OUTFRONT/

KEY ACHIEVEMENTS:

- ❖ Increased revenue by \$210K+ over 6-month period (2002)
- ❖ Promoted 8 sales representatives and guided Account Executive/District Sales Manager to earning Distinguished Management Award for Northern NJ Region (2002)

DISTRICT SALES MANAGER

2000 – 2002

Verizon Information Services

Spearheaded District of 10 Account Executives and 10 Sales Representatives for 6 months with focus on increasing customer and revenue base through selling new business and serving existing clientele. Worked directly with sales team to train, coach, and develop sales and customer service skills. Managed canvasses on timely basis ensuring revenue was serviced with low claim percentage. In addition, provided bi-weekly team performance forecasts to Executive Director and completed sales performance evaluations.

KEY ACHIEVEMENTS:

- ❖ Increased sales revenue by 13.8% over 18-month period
- ❖ Grew electronic product sales by 85.5% (\$478K annually)
- ❖ Recognized with Distinguished Management Award (Washington D.C. Region, 2001)
- ❖ Earned President's Club 2 consecutive years (2000, 2001)
- ❖ Awarded Top Performer for online sales and Top Five in sales, out of 70 managers/trainers (2001)

ACCOUNT EXECUTIVE

1998 – 2000

Bell Atlantic

Served as Account Executive developing long-term relationships and serving current clientele to drive sales growth and reinforce brand messaging. Developed business proposals to business owners enriching revenue flow through use of ROI, marketing tools, and customer relationship building. Additionally, managed canvasses and received zero claims.

KEY ACHIEVEMENTS:

- ❖ Maintained highest increased revenue on existing clients (17.1%) and runner-up for new business sales
- ❖ Achieved Top Performing Account Executive for Washington D.C. canvass with 20.9% growth

MARKETING REPRESENTATIVE

1996 – 1998

Kohler Co.

EDUCATION

BACHELOR OF SCIENCE – Hotel/ Restaurant Management & Business Management
Indiana University of Pennsylvania: Indiana, PA

Marcelo Touceda

E-Mail: marcelo.touceda@outfrontmedia.com: (786) 301-4204
Miami, FL 33029



REGIONAL OPERATIONS DIRECTOR

TECHNICAL SOLUTIONS ♦♦ RESULTS-ORIENTED ♦♦ CUSTOMER SERVICE

SUMMARY OF QUALIFICATIONS:

- ❑ 20+ years of experience in the outdoor advertising industry covering diverse media: bus shelters franchises, big formats murals, billboards, etc.
- ❑ Ambitious, self-motivated operations director eager to progress within the field.
- ❑ Bilingual in English and Spanish with experience interacting with clients and corporate offices.
- ❑ Organized, multi-task oriented, able to effectively prioritize assignments with consistent record of exceeding personal and corporate objectives.
- ❑ Oriented towards maximizing resources and operations teams. Proficient in MS Excel, MS Word, MS PowerPoint and Internet search engines.

KEY CONTRIBUTIONS/ACCOMPLISHMENTS:

- **Formalized and/or implemented** processes: Created process to expedite client campaigns and avoid posting errors.
- **Increased** maintenance programs to improve company inventory
- **Coordinated** team building exercises to improve interdepartmental relationships
- **Collaborated** on agency web development creating content, helped in creating employee handbook and new hire documentation such as application forms and company policies.

PROFESSIONAL EXPERIENCE

OUTFRONT Media

April 2007-present

Regional Operations Director

- Responsible for Florida region operations, supervise and direct company operations throughout 5 offices in the area.
- Reviews and evaluates operations managers' performance.
- Develops operations budgets.
- Develops new projects cost and construction chronograms.
- Develops and executes safety programs in conjunction with corporate office to ensure federal State and Local rules are followed.
- Collaborate with departments and Compliance Specialist in coordinating department training and procedures

Street Furniture Advertising

April 2002-April 2007

VP of Operations

- Direct company Florida operations, direct crews on new installations projects, maintenance and posting schedules.
- Responsible for company franchise relationship with local governments.
- Develop bus shelter program design and construction

Publicidad Sarmiento

October 1999 – April 2002

Operations Manager

- Direct company Buenos Aires operations, direct crews on new installations projects, maintenance and posting schedules.



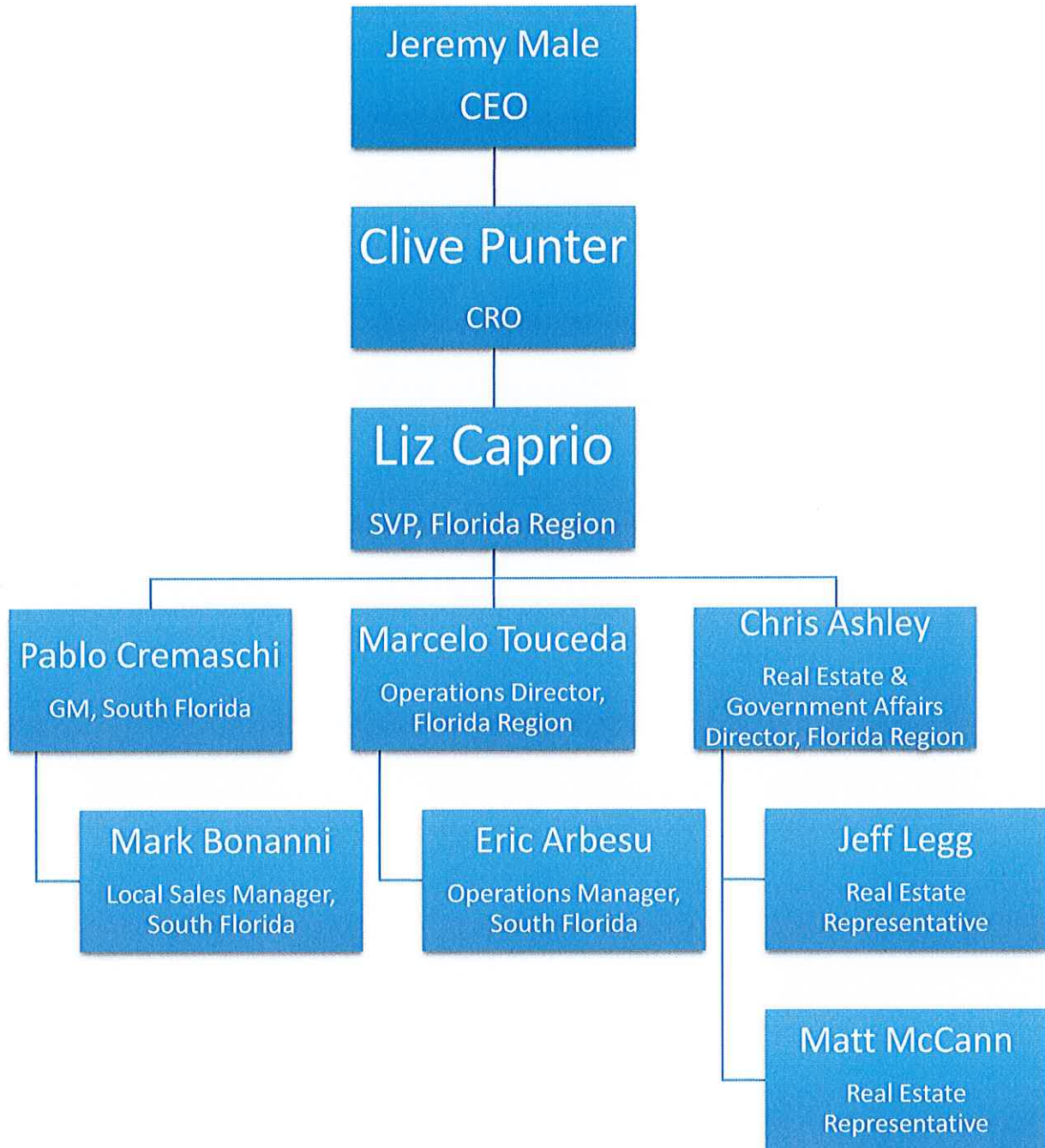
- Responsible for company franchise relationship with local governments.
- Develop bus shelter program design and construction

EDUCATION/TRAINING

FIU — Miami, FL **MEM, Master in Engineering Management**
National Technological University — Buenos Aires, Argentina **Certified Mechanical Engineer**



ORGANIZATION CHART



OUTFRONT/

Overall approach

OUTFRONT desires a true partnership with the City of Miramar where we not only design, construct and install new “State of the Art” digital billboards but make the structure that is holding them up to current building and wind load standards equal to Miramar’s motto of “Beauty and Progress”. Therefore we will build the structures with a decorative “brushed aluminum” to appear as stainless steel and hide the inside of the sign much like the design used in the Miami Design District Digital Billboard sign shown above as “Design Queen” and in the below pictures and detailed drawings.



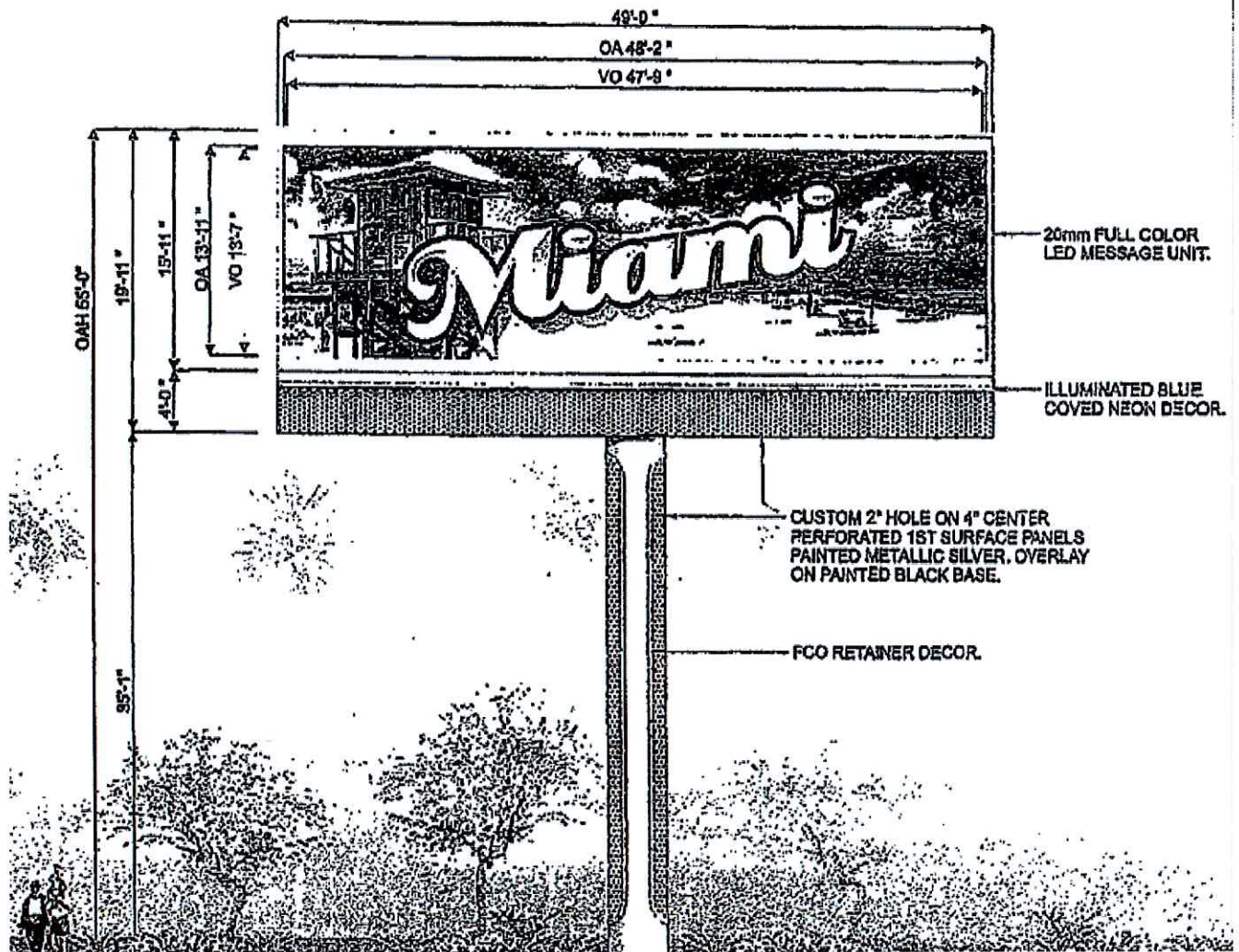
Cladding at point of the “vee” hides interior section of billboard and helps to prevent birds from nesting within the sign.

OUTFRONT/



Drawings of decorative pole/apron cover. OUTFRONT is willing to adjust or create other decorative covers as the City sees fit in an effort to promote "Beauty and Progress".

OUTFRONT/



In addition to the design of the structure we want to ensure the digital billboard is NEVER too bright for conditions. Therefore as part of our proposal we will abide by the following lighting regulations.



MIRAMAR PARKWAY SIGNATURE DESIGN

Per section 3-4 (2) (6) Please find below a conceptual design for the location at Miramar Parkway and I-75 aka "small parcel in front of Home Depot Plaza"





Messages on digital billboards shall not operate at a brightness level of more than .3 foot candles above ambient light, as measured using a foot candle meter at a distance of 250 feet for 14' x 48' digital billboards

Each digital billboard display shall have a light sensing device that will adjust the brightness of the billboard display as ambient light conditions change.

Background to support the regulations:

The recommended criteria follows the lighting standards established by the Illuminating Engineering Society of North America (IESNA)

The measurement distances were selected based on the average minimum viewing of any digital billboard.

Enforcement: Standards can be easily enforced as follows:

1. At least 30 minutes past sunset, use a foot-candle meter* to record the ambient light reading for the area. This is done while the digital billboard is off or displaying all black copy.
2. The reading should be taken with the meter aim directly at the digital sign at the appropriate pre-set distance.
3. Turn on the digital display to full white copy and take another reading.
4. If the difference between the readings is 0.3 foot-candles or less, the brightness is properly adjusted.

These lighting standards will drop the night time brightness of the sign to approximately 4% to 15% of its capable output. The light output spread is due to the variation in the ambient lighting level of each location.

The daytime brightness will operate near maximum output (7,500 nits), which is required to overcome full sunlight

*OUTFRONT would be happy to purchase at least FOUR (4) foot-candle meters for the City of Miramar to be able to test the digital billboards for compliance at any time.



In addition to the lighting regulations above OUTFRONT would agree to the Public Service Program described below:

OUTFRONT (OUT) makes the Digital Display available for the dissemination of public service information as in the following manner:

- (i) during times of declared weather emergencies affecting the City, OUT will make the Digital Display available for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the attached "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (FOAA) and the Florida Division of Emergency Management (FDEM)*
- (ii) OUT will make the Digital Display available for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), when it is determined, pursuant to guidelines and procedures already in place between the FDLE and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" on the Digital Display would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction; and*
- (iii) OUT cooperates with the Federal Bureau of Investigation (FBI) to deliver important messaging in certain critical situations. The FBI Digital Billboard Alert Network (DBAN) was created to allow the FBI to notify digital billboard operators when a wanted suspect is believed to be in a certain geographic area. The DBAN allows the FBI to upload photos and case information that is automatically entered into pre-approved FBI digital billboard templates and distributed to OOH companies. During most DBAN messaging periods, a "9th slot" is inserted in the normal advertising rotation to provide the FBI fugitive message; and*
- (iv) During unsold periods, OUT provides digital advertising space at no cost to qualifying local non-profit organizations ("NPO"). To qualify, the NPO must be non-political, non-religious, and have a 501c (3) non-profit structure.*
- (v) During unsold periods, OUT provides digital advertising space at no cost to the City of Miramar at no cost to promote City messaging, events or other City sponsored/related activities. Notwithstanding our commercial advertisers, OFM will ensure (by use of a "9th slot" if necessary) that at for least 10% of the year, space is made available for City of Miramar messages.*

OUTFRONT

NEW LOCATION PER RFP aka "Location #4"

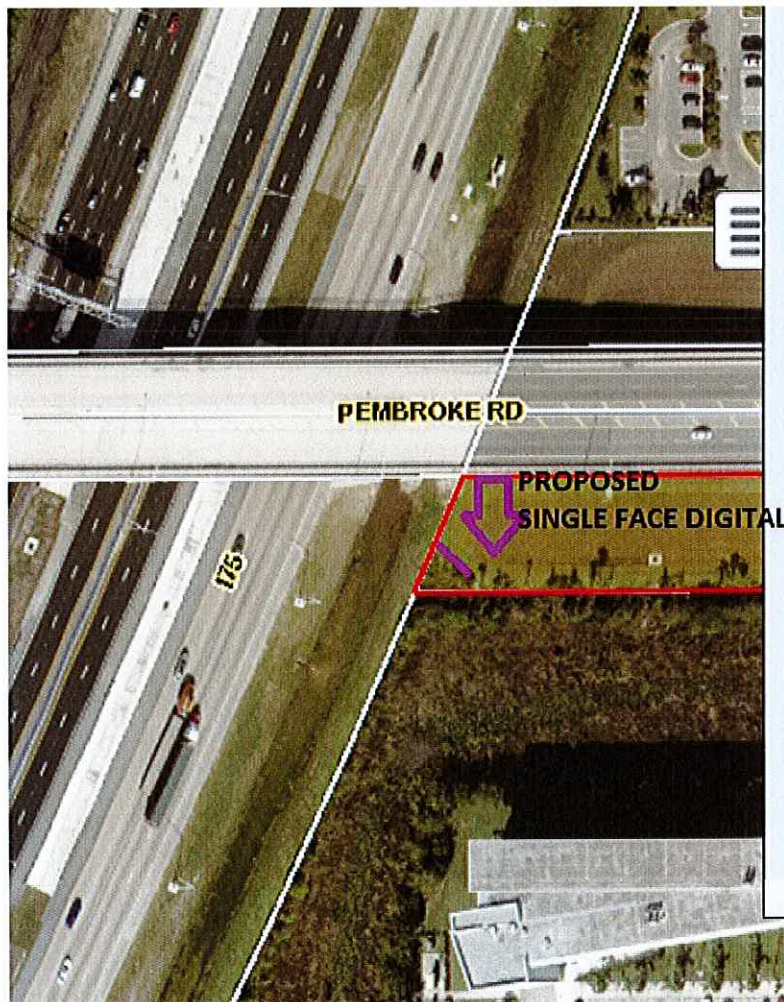
A friendly reminder that OUTFRONT was the company that originally identified the fourth location for the City shown below.

Site Address E/S I-75 S/O Pembroke Road - Folio # 5140 22 01 0070

Miramar Future Land Use Zoning - Industrial

Miramar Current Zoning - PID

OUTFRONT proposes a single face 14'x48' digital billboard facing south for Northbound I-75 traffic



Folio Number: 514022010070

Owner: CITY OF MIRAMAR ATTENT
CITY CLERK

Situs Address: I-75 MIRAMAR FL 33027

EVERGLADES SUGAR & LA
CO 2-39D 22-51-40 PORTIO
TRACTS 41 THRU 45 DESC
Legal: AS:COMM AT W1/4 COR SE
22,E 1223.18,S 50 TO POB,E
1199.54,S 90,W 1236.91,NLY
97.46 TO POB

Millage Code: 2713

Use Code: 94

Land Value: \$ 55,980

Building Value: 0

Other Value: 0

Total Value: \$ 55,980

SOH Capped Value: \$ 55,980

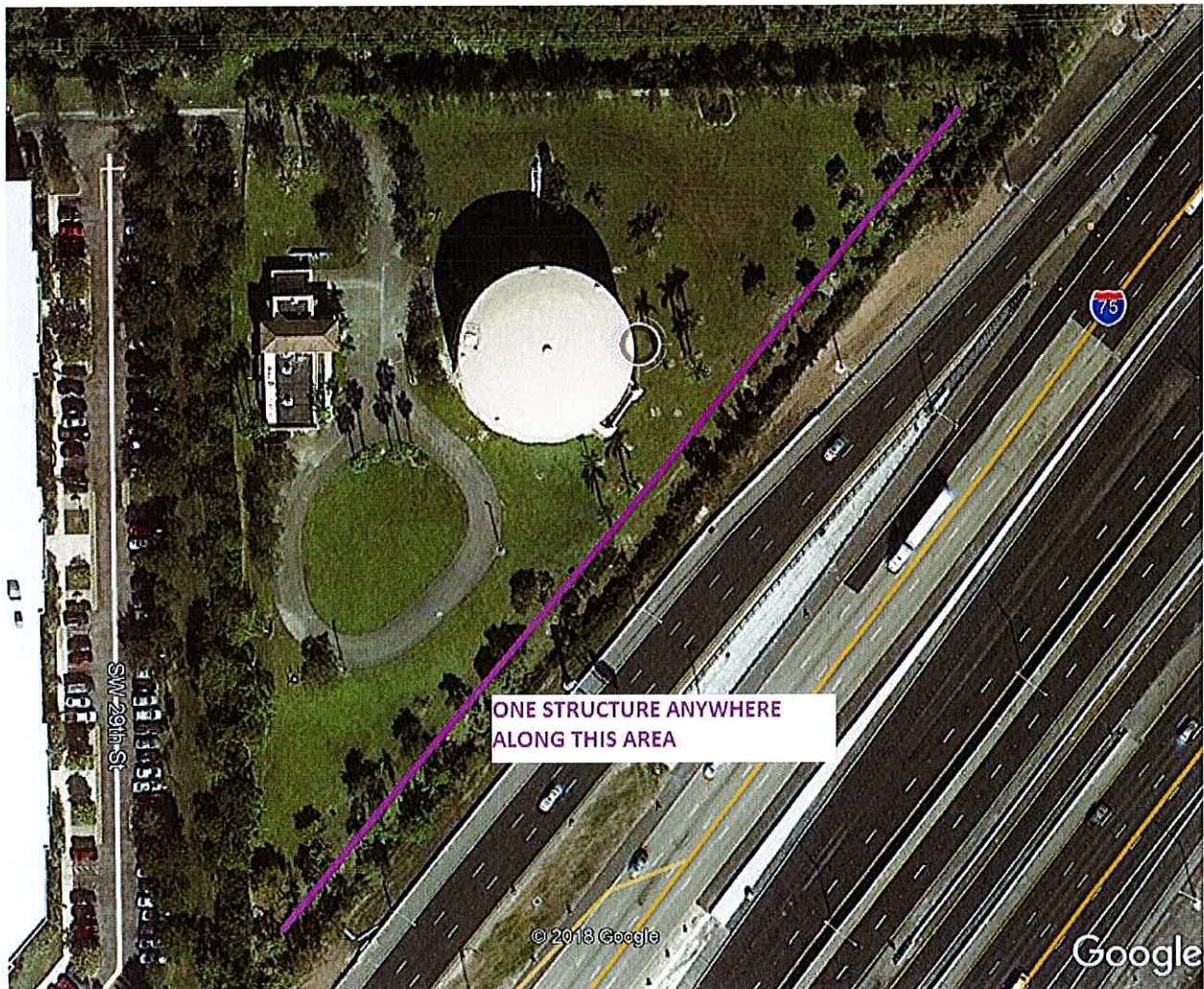
Homestead Exempt.
Amt: \$ 0

OUTFRONT/

As for the other 3 City locations, OUTFRONT would seek to place a total of FOUR (4) structures on those properties with eight (8) digital faces as broken down below:

Location #1 - 15200 SW 29th Street (I-75 3-million gallon storage tank)

One (1) structure with a south face for northbound I-75 traffic and a north face for southbound I-75 traffic anywhere on the property abutting I-75 but setback 20' allowing for the 15' utility easement. The south east corner of the property is preferred. Both faces will be 14'x48'. Access would be accomplished by the gated entrance. Any disturbance off the paved road would be corrected back to original condition except for the foundation of the billboard.



OUTFRONT/

Location #2 - 4100 S Flamingo Road (West Water Treatment Plant)
TWO (2) Structures with FOUR (4) digital faces. - LOCATION 2A

Location 2a would be on the southeast corner of the property as shown below 250' from the residential lot line to the east. Access would be accomplished by clearing a road through the vegetation to the location. If there is any wetland we can utilize large airplane/crane mats that we own from our previous wetland builds to mitigate the need to put down fill. Using this approach we will disturb the land as little as possible.



OUTFRONT/

Location #2 - 4100 S Flamingo Road (West Water Treatment Plant)
TWO (2) Structures with FOUR (4) digital faces. - **LOCATION 2B**

Location 2b would be on towards the NE corner of the property as shown below 250' from the residential lot line to the north. Per §479 distance must be 1500' from 2a measured along ROW. Access would be accomplished by coming off Snake Creek and then heading back east before south to avoid the wetland mitigation. If there is any wetland we can utilize large airplane/crane mats that we own from our previous wetland builds to mitigate the need to put down fill. Using this approach we will disturb the land as little as possible. The sign head (in the air) may hangover the wetland area but the pole would avoid the area.



OUTFRONT/

Location #3 - Miramar Parkway & I-75 (Home Depot Frontage)

Location 3 would be on towards the center of the parcel and there is no residential in the immediate area. We feel we could access and build within the lot off Miramar Parkway. However, we do have a vegetation concern about the tall palm tree to the west and the vegetation to the east growing into the face as FL\$479 would only allow this structure to be a max of 45' in height.





Approach to Goals and Deadlines:

Over the last 24 months, the OUTFRONT team above has developed/built twenty two new billboard faces around South Florida with 18 of them (75%) being LED changeable message. No other competitor can boast that production level in the entire Florida region. We have the capital, the knowledge, the contractors, the specialists, and the digital billboard inventory to be able to meet all requirements and deadlines described in the RFP.

We have had our request for capital and proposed rental approved at the highest levels of the company and will be able to enter into an agreement with the City within 60 days' notice of the approval to lease the property. We have no problem obtaining all permits, approvals or any other requirement necessary to use the properties. As soon as we get notice of the award we will contact our team to begin drafting site plans, pre-built surveys, geotechnical reports, signed/sealed drawings and all other documents required to apply for sign permits prior to the execution of the agreement at our costs and risk to ensure we meet the deadline of dropping permits 10 days after lease execution. We can complete construction and installation and have the billboard fully operational within 90 days of notice of commencement and receipt of local and state permits.

As you will see from our references in the next tab we always deliver on our proposals and have never defaulted on a municipal contract through the hundreds of management and development agreements we have throughout the country.



TAB 4:

References checks with other
clients

OUTFRONT/

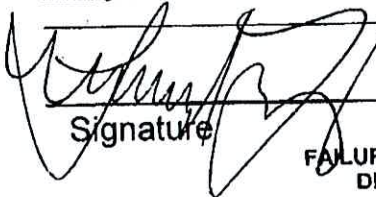
REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Outfront Media, LLC / Chris Ashley
 Agency Giving Reference: e.t. Legg & Associates, Ltd
 Contact Person Name: Lawrence N. Legg, G.P.
 Address: 3837 Hollywood Blvd, Hollywood, FL 33021
 Telephone: 954-985-9200
 E-Mail: Larry@etlegg.com

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability with the firms construction of billboards?	✓	
2	How would you rate the maintenance of billboard locations managed by the firm?	✓	
3	How would you rate the accessibility and responsiveness of the firm's staff?	✓	
4	How would rate the company's ability to market billboard sites and generate revenue?	✓	
5	What would be your overall rating for the company?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	(YES) Satisfactory	NO/ Unsatisfactory

Additional Comments: Our company has been in business since 1948 & our relationship with Outfront Media is strong and successful.


 Signature

General Partner
 Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
 DEEM YOUR PROPOSAL "NON-RESPONSIVE."

OUTFRONT/

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Outfront Media
Agency Giving Reference: Miami-Dade County - Office of Management & Budget
Contact Person Name: Doris MacPherson
Address: 111 NW First St., Ste. 2200
Telephone: 305-375-4742
E-Mail: Doris.MacPherson@miamidade.gov

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability with the firms construction of billboards?	✓	
2	How would you rate the maintenance of billboard locations managed by the firm?	✓	
3	How would you rate the accessibility and responsiveness of the firm's staff?	✓	
4	How would rate the company's ability to market billboard sites and generate revenue?	✓	
5	What would be your overall rating for the company?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	<u>YES/</u> Satisfactory	NO/ Unsatisfactory

Additional Comments: They currently have a billboard partnership with us at our Brickell Pump Station property. It has been activated since Jan 2018.

Doris MacPherson
Signature

Revenue Development Coordinator
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."



REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Outfront Media

Agency Giving Reference: Broward County Aviation Department

Contact Person Name: Leo Treggi

Address: 2200 SW 45th Street, Suite 101, Dania Beach, FL, 33312.

Telephone: (954) 359-2368

E-Mail: ltreggi@broward.org

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability with the firms construction of billboards?	✓	
2	How would you rate the maintenance of billboard locations managed by the firm?	✓	
3	How would you rate the accessibility and responsiveness of the firm's staff?	✓	
4	How would rate the company's ability to market billboard sites and generate revenue?	✓	
5	What would be your overall rating for the company?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	<u>YES/</u> Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

Signature

Aviation Business Manager

Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."

OUTFRONT/


REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Outfront Media
Agency Giving Reference: City of Miami
Contact Person Name: Mark Burns
Address: 444 SW 2nd Ave, 3rd Floor, Miami, FL 33130
Telephone: 305-416-1471
E-Mail: MBurns@miamigov.com

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability with the firms construction of billboards?	✓	
2	How would you rate the maintenance of billboard locations managed by the firm?	✓	
3	How would you rate the accessibility and responsiveness of the firm's staff?	✓	
4	How would rate the company's ability to market billboard sites and generate revenue?	✓	
5	What would be your overall rating for the company?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	<u>YES/</u> Satisfactory	NO/ Unsatisfactory

Additional Comments: They did an excellent job with the digital billboard at the James L. Knight Center.


Signature

Lense Manager
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Chris Ashley/Outfront

Agency Giving Reference: Cohen Commercial Realty, Inc.

Contact Person Name: Bryan S. Cohen

Address: 533 Northlake Blvd., North Palm Beach, FL 33408

Telephone: 561-471-0212

E-Mail: bryan.cohen@cohencommercial.com

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability with the firms construction of billboards?	X	
2	How would you rate the maintenance of billboard locations managed by the firm?	X	
3	How would you rate the accessibility and responsiveness of the firm's staff?	X	
4	How would rate the company's ability to market billboard sites and generate revenue?	X	
5	What would be your overall rating for the company?	X	
6	Would your agency use this firm to provide services again? (Circle One)	(YES) Satisfactory	NO/ Unsatisfactory

Additional Comments: Note: they can take better service care of the rust and upkeep of the pole of billboard.



Signature

President

Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."



TAB 5:

Proposer Information



PROPOSER INFORMATION FORM (Tab 10a)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name?
4 years since name change; have operated for over 70 years
- (2) State of Florida occupational license type and number: FDOT License # 51208
- (3) County (state county) Business Tax Receipt type and number: 15B-17-00001132
- (4) City of Miramar Business Tax Receipt type and number: N/A

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY
OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- As detailed in our submission, OUTFRONT Media has formed partnerships
- with the City of Miami, Miami-Dade County, Broward County, and FDOT, as
- well as countless other agencies around the country, to develop great billboard
- assets that generate significant revenue for each agency.
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- yes Never defaulted a municiple contract no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**DBA:**
Business Name: OUTFRONT MEDIA LLC**Receipt #:** 376-2716
Business Type: ADVERTISING/MARKETING
(ADVERTISING)**Owner Name:** OUTFRONT MEDIA LLC
Business Location: 2640 NW 17 LN
POMPANO BEACH
Business Phone: 954-971-2995**Business Opened:** 08/21/2007
State/County/Cert/Reg:
Exemption Code:**Rooms Seats Employees Machines Professionals**

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:OUTFRONT MEDIA LLC
2640 NW 17 LN
POMPANO BEACH, FL 33064**Receipt #** 15B-17-00001132
Paid 09/24/2018 45.00**2018 - 2019**



FINANCIAL STABILITY

OUTFRONT has been able to maintain the largest share of the outdoor advertising media budgets of clients including Apple, Verizon, Geico, and Warner Brothers due to the size, strength, and quality of our portfolio, and the expertise of our industry-leading sales team \$5 billion enterprise value with \$450 million in cash flow and low debt leverage.

OUTFRONT has all of the financial resources required to fully support all aspects of its commitments to the City of Miramar for this contract, including the minimum annual guarantee ("MAG") and capital expenditures.

OUTFRONT's robust balance sheet and positive cash flows are driven by its 2,200 employees, who are laser-focused on delivering the very best advertising and media solutions to advertisers nationwide. Our 2017 audited financial statements are available on our website at (<http://investor.outfrontmedia.com/who-we-are/investor-relations/financial-reports/default.aspx>).

These statements present our financial condition for the past two years and our results of operations and cash flows for the past three years.

Our revenues over the past three years are as follows:

2015: \$1.5 billion

2016: \$1.4 billion

2017: \$1.5 billion

Per the RFP we have provided a recent Dunn and Bradstreet report but found the information incomplete and inaccurate. For example the D&B report only shows our revenues as \$71m when they are actually greater than \$1.5b! We are working with D&B to correct this but it was not complete before the due date of this RFP. Therefore we have also provided a Moody's Credit opinion which we feel more accurately describes our finances. Both of these documents are provided in Tab #2.



TAB 6: Exceptions and Deviations

Exceptions and Deviations Form (Tab 10g)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one (1) or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION
2-3 (10)	Lease Terms	Outfront requires no notice from City to enter property



Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**



TAB 7:

Other Required Forms and Attachments



\$100K ANNUAL NATIONAL MEDIA CREDIT

In addition to the financial proposal detailed in tab 8, OUTFRONT Media is excited to offer the City of Miramar \$100,000 in annual media credit which can be used on our digital signage around the US. The City can promote whatever message they prefer to attract tourism, business, or general awareness of the beauty and progress that Miramar offers to residents, tourists, and businesses. Please see the map below for an overview of our markets where these credits could be utilized for advertising Miramar.





SHARED USE PROGRAM

OUTFRONT Media desires a true partnership with the City of Miramar to promote "Beauty and Progress" Therefore, in addition to the substantial financial offer OUTFRONT is proud to offer advertising to the City on all faces associated with this RFP on a space available basis! To clarify, when there is space on a digital face that is unsold to advertisers OUTFRONT will produce and install a message from the City of Miramar to the travelling public.

OUTFRONT can assist in the inception/design of this message by assisting the City with our award winning in-house design team. OUTFRONT will ensure the design of the message, the production of the ad and the digital posting are of the highest quality and generate significant additional value to the City of Miramar! We estimate the digitals to run at an average of around 70% occupancy so we expect to always have time for any City sponsored message or event. In the rare case that the digitals are sold out we would be willing to offer a "9th flip" to ensure that the City's request is able to be accommodated.

In addition to shared use of faces on City owned property, OUTFRONT can offer something to the Citizens of Miramar and the community. OUTFRONT is the South Florida leader in providing local non-profits with space available advertising through our PSA program throughout the market. We've posted PSA for worthy non-profits totaling projected values over \$1m since the program's inception in 2016. We've attached just a few testimonials from Broward centric charities that testify about the benefit and value they've received from partnering with OUTFRONT. We'd be happy to continue this tradition and benefit to any charities the City requests us to post or that apply through our PSA program application which is also attached within this tab.

OUTFRONT



HANDY
Helping Abused Neglected
Disadvantaged Youth

Board of Directors

Chairman

Bob Birdsong
OK Generators

Vice Chair

Chad Moss
Moss & Associates

Treasurer

Shea A. Smith, CPA
Berkowitz Pollack Brant

Secretary

Ian Lis, Esq.
Tripp Scott, PA

Directors

Marcelle Abell-Rosen, MD, MPH

Diplomate, Internal Medicine

Ebaine Appel

Guardian ad Litem

Barbara Burnette

Entrepreneur

Adam Corin

Nine Consultants, Inc.

Susan Farver

Mess Mutual Financial So Fla.

Teri Kaye

Deszkel Bolton LLP

Roy Krause

Community Advocate

Mark A. Miller, CFA

Northern Trust

Ron Roberts

The Brand Lab

Dr. Carolyn Stewart

Broward County Public Schools

Raul Vega

Auris

Michael Wild

WFP Law

Evan J. Goldman, Esq.

Chief Executive Officer

Advisory Council

Lucy Weber-Past Board Chair

Better Homes & Gardens Real

Estate Florida 1st

Matt Korshoff

Stonewall Bank

Kathryn Krause MN, ARNP

Guardian ad Litem

Community Volunteer

Marsha Levy

Guardian ad Litem

Community Volunteer

Founder

Ed Pudisoff (1990-2001)

Founding Chair

Katie Zier (1999)

June 9, 2016

Chris Ashley

OUTFRONT Media

2640 NW 17th Lane

Pompano Beach, FL 33064

Dear Chris:

Thank you for joining the Prom Night Presented by Next Gen 4 HANDY as a media partner and donating \$5,000 of billboard space. We are so appreciative of the opportunity to increase awareness about our event, and ultimately, our mission.

Helping Abused Neglected Disadvantaged Youth (HANDY) programs focus on education, youth development, and self-sufficiency. Our mission is to embrace, educate and empower vulnerable youth to become engaged, productive adults.

For 31 years, HANDY has provided hope, encouragement and inspiration to at-risk youth across Broward County. In the past year alone, our educational outreach has impacted over 1,300 youth.

Our group of young professionals, Next Gen 4 Handy, introduced Prom Night this year to the community. This fundraising effort attracted more than 300 HANDY supporters and brought in over \$60,000 which will directly benefit Broward County's vulnerable youth. We believe that our partnership with you contributed to the success of this event in a big way, and we would like to express our gratitude. We look forward to partnering with you again in the future.

Sincerely,

Evan J. Goldman, Esq.

Chief Executive Officer



EMBRACE ♥ EDUCATE ♥ EMPOWER

Lillian S. Wells Center • 501 NE 8th Street • Fort Lauderdale, FL 33304 • 954.522.2911 • Fax 954.522.2912
• www.HANDYinc.org



April 6th, 2016

Chris Ashley
OUTFRONT Media
2640 NW 17th Lane
Pompano Beach, FL 33064

Dear Chris,

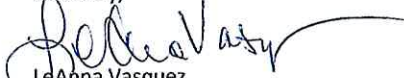
On behalf of the Jubilee Center and the people we serve, we thank OUTFRONT Media for donating billboard space to help us promote our Annual Gala event and our Walk 2 Stop Hunger. OUTFRONT's donation helped us raise much needed funds to allow us to continue to provide for those in need in our community.

The Jubilee Center of South Broward is a small non-profit agency with a big impact. The Jubilee Center has been providing free social services in South Broward for over 25 years. With the support of our donors, we serve individuals and families through various programs, including our Soup Kitchen, Food Pantry, hygiene kits, clothing, mail services, food stamp applications, and information and referrals to other agencies throughout the County. However, we could not manage all that we do for the community without the significant support of our volunteers and donors.

As a small agency, we simply do not have the funds available for advertising. Having OUTFRONT supply the Jubilee Center with billboard space was an immense benefit to our agency. In fact, with the support of OUTFRONT'S advertising, I am happy to report that we had our most successful Gala event AND our most successful Walk 2 Stop Hunger event yet, and for that we are incredibly grateful.

Thank you again for your generous support of the Jubilee Center of South Broward. I look forward to continuing to work with OUTFRONT Media in the future.

Sincerely,



LeAnna Vasquez
Executive Director

The Jubilee Center of South Broward has been a lifeline for the homeless and economically disadvantaged for over 25 years. Its mission is to "provide emergency resources and relief from hunger and despair." In 2015, donor and volunteer support allowed Jubilee Center of South Broward to serve over 30,000 hot, nutritious meals and to distribute over 4400 packages of food to families and individuals in need.

Contributions are tax-deductible under IRS Code Section 501(c)(3). A copy of the official registration and financial information may be obtained from the Florida Division of Consumer Services by calling 1-800-435-7352. Registration does not imply endorsement, approval or recommendation by the state.

Jubilee Center of South Broward, Inc., 2020 Scott Street, Hollywood, FL 33020 Ph: 954 920- 0106
E-mail: info@jubilee broward.org www.JubileeCenterBroward.org

OUTFRONT/

Empowered Children Become Powerful Adults



working together to keep kids safe

8/15/18

Board of Directors

Peter Oldbury, CFP
Chairman of the Board
Sr. Private Banker
Fifth Third Private Bank

David Rosenfeld
Vice-Chairman of the Board
Vice President, Branch Complex
Leader
Charles Schwab

Jonathan Salk
Founding Chairman of Board
President Salk Marketing

Evrard Spencer, PMP, MBA
Treasurer
Principal Project Manager
Caritas Systems, LLC

Stacy Adker, MA
Secretary
President, The Writing Shop, Inc.
and
Adjunct Professor, PBSC

Wendi Lipsich, Esq.
District Director
Congressman Ted Deutch

Matthew Roseberg
Vice President Operations
Kennesaw Fruit and Juices

Nicole Roman
Roman Consulting Group

Nicole Rosenblum
Real Estate Agent
Luxury One Realty

Beth Johnson, Marketing Manager
Florida Blue

Advisory Board

Gregory Schiller, ESQ.

Heidi Schaeffer, MD

Alina Gagnon
Lead Consultant Growth Strategy
Office Depot

Elizabeth Parker, ESQ.

Andrea S. Garcia
Employer Consultant
Oasis Outsourcing

Executive Staff

Sally Berenzweig, MEd, MA
Cofounder, Executive Director

Cherie Benjoseph, LCSW
Cofounder, Executive Advisor

Chris Ashley
OUTFRONT Media
2640 NW 17th Lane
Pompano Beach, FL 33064

Dear Chris,

On behalf of The KidSafe Foundation I want to thank you for your generous support of KidSafe's 9th Annual "Shine the Light" Gala on Saturday, March 9, 2018. We are beyond appreciative of your support as a media partner and donating over \$6,000 of billboard space to promote our event.

KidSafe Foundation provides lifesaving prevention education programs for students, parents, teachers and professionals in South Florida to prevent child abuse, bullying and online exploitation. Since 2009 KidSafe Foundation had educated over 55,000 children and trained over 30,000 adults in sexual abuse prevention.

Unfortunately, one in four girls and one in six boys report sexual exploitation before the age of eighteen. Childhood trauma, including child sexual abuse, causes physical and emotional pain to the victims, their families, and the community throughout their lifetime. A child who suffers sexual abuse can face a powerless and unhealthy future of depression, alcohol and drug abuse, increased school dropout rates, domestic violence, teen pregnancy, or suicide. Prevention education programs like KidSafe provides is our most powerful weapon against the epidemic of child sexual abuse.

KidSafe's impact is vast thanks to support from our community. We are extremely proud to acknowledge OUTFRONT Media as KidSafe Foundation's media partner. We are confident that our partnership directly impacted our event as over 350 guests were in attendance.

We look forward to partnering with you again in the future.

Working together to keep KidSafe!

Sally Berenzweig, M.Ed., MA

Cofounder & Executive Director

sallyb@kidsafefoundation.org

561-715-1077

5944 Coral Ridge Drive #241 | Coral Springs, FL 33076
www.kidsafefoundation.org | (855) 844-SAFE

KidSafe Foundation is a 501(c)(3) charitable corporation under Florida law.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION OF KIDSAFE FOUNDATION #27-1067678 MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE 1-800-415-7352 WITHIN THE STATE OF FLORIDA. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE. Number CH34912

OUTFRONT/



Main Office Broward County:
819 Northeast 26th Street
Fort Lauderdale, FL 33305
Tel: 954-390-7654
Fax: 954-567-5636

Palm Beach County:
1301 N. Congress Avenue, #310
Boynton Beach, FL 33426
Tel: (561) 272-0204
Fax: (561) 752-9865

www.kidinc.org

Board of Directors

Mark Dhooge, President/CEO
Robert G. Schemel, Chair
Alan Tinter, Past Chair
Shannon Gilbert, Vice-Chair
Eris Sandler, Vice-Chair
Kimberly Cagiano, At-large
Elliot Borkson
Brent Burns
Cathy Danielle
Alain Forget
Edward P. Hirschberg
Mike Levin
Jeff Lowe
Paul Martine
Lesley Mitchell Jones
Maj. Nathaniel Osgood
Steve Palmer
Susan Redfern
Hon. Nan Rich
Mike Sipe
Jennifer Thomas



May 19, 2017

Chris Ashley
OUTFRONT Media
2640 NW 17th Lane
Pompano Beach, FL 33064

Dear Chris,

On behalf of our CEO, Mark Dhooge, the dedicated KID employees, and most importantly, the children and families we serve, we humbly thank OUTFRONT Media for joining the 10th Annual Duck Fest Derby as our media partner. By donating \$5,000 of billboard space and offering your support and expertise, we were able to increase awareness and funds to carry out our mission to prevent child abuse, preserve the family, and treat children who have been abandoned, abused, and/or neglected.

Since its inception, the KID Duck Fest Derby has been enjoyed by thousands of children and families in South Florida. This year was no exception. We themed the event like a 10th birthday party for our duck mascot, *Splash*, offered free activities, games, and the largest rubber duck race to date. With the help of our sponsors, underwriters, and supporters, we sold over 24,000 ducks and raised over \$240,000 to benefit the 11,000+ children and families of KID.

We were especially proud to acknowledge OUTFRONT Media as our Duck Fest Media Partner. We are confident that this partnership directly impacted our bottom line and we are grateful for the generous support.

Thank you for your kind offering and commitment to KID. We hope to continue to reach new heights with you on our side.

Sincerely,

Amy Evans
Assistant Director of Advancement

OUTFRONT/



Mothers Against Drunk Driving
Florida State Office
madd.org

1655 N. Commerce Parkway
Suite 302
Weston, FL 33326

877.MADD.HELP victim support
877.ASK.MADD

March 23, 2017

Chris Ashley
OUTFRONT Media
2640 NW 17th Lane
Pompano Beach, FL 33064

Dear Chris,

On behalf of the MADD staff, National Board Member and Walk Like MADD & MADD Dash Fort Lauderdale 5k Chairperson Heather Geronemus, the many victims we serve in Broward County, and myself we thank OUTFRONT Media for joining the 7th Annual Walk Like MADD & MADD Dash Fort Lauderdale 5k as one of our media partners. By donating over \$20,000.00 of billboard space and offering your provision and knowledge, we are able to raise awareness and reach those who may not be aware of MADD the programs we have, and victim services we do in Broward County.

Since its inception, the Walk Like MADD & MADD Dash Fort Lauderdale 5k has been able to reach thousands of people, victims and non-victims alike, as well as having raised over \$1,000,000.00 that all goes directly back into the Broward County community. This year will be no exception with a goal of raising \$275,000.00 with over 2,000 participants, we are gearing up for our best one yet!

We are so honored and proud to be able to add OUTFRONT Media to our list of Media Sponsors this year. We know the influence of this amazing donation is going to make our Walk Like MADD & MADD Dash Fort Lauderdale 5k that much more impactful in every way possible and we are so grateful for the generous support.

Once again we thank you and OUTFRONT Media for your commitment and support of MADD. We hope that with this new partnership we are able to surpass our goal and that we will be able to continue to support our community, its victims, as well as raise awareness and spread MADD's messaging through our programs.

Sincerely,

A handwritten signature in blue ink, appearing to read "David J. Pinsker", with a long horizontal flourish extending to the right.

David J. Pinsker
Florida State Executive Director
Mothers Against Drunk Driving
1655 N. Commerce Parkway Suite 302
Weston, FL 33326
954.448.7880 ext 7253 direct



TAB 8

Revenue Proposal



FINANCIAL TERMS

We developed our plan for the signage on City of Miramar properties with the following objectives in mind:

- Maximizing revenues to the City
- Quality Installation and Maintenance

Keeping these objectives in mind, we developed a financial and installation plan that generates guaranteed revenue to the City of Miramar upon installation of the project and a large signing/upfront payment to immediately create a significant impact to the City's bottom line.

"THE VAST MAJORITY OF RENTAL WILL BE PAID ON THE FRONT END SO THE CITY OF MIRAMAR CAN COUNT ON THIS REVENUE, BUDGET FOR IT, AND RECEIVE A HIGHER RATE OF RETURN WITH CONFIDENCE AND CONSISTENCY."

We feel that proposing a higher minimum annual guarantee allows the City of Miramar the opportunity to know exactly how much rental will be paid monthly in advance regardless of advertising sales. The percentage bonus is just that, a bonus, since the vast majority of rental will be paid on the front end so the City can budget and plan for the rental to be received while ensuring they are a true partner in the signage program and will never receive less than 36 cents of every dollar contracted to the signs. To clarify, the City will receive the greater of the monthly rental payment or 36% of gross revenues, with no deductions taken, from the contracted amounts advertisers agree to pay to showcase their companies on the signs within the City.

Miramar can count on this monthly revenue, budget for it and the annual increases to receive a higher rate of return with confidence and consistency. These revenue payments are backed by one of the world's largest OOH advertising companies.



COMBINED MINIMUM ANNUAL GUARANTEE FOR ALL LOCATIONS -

20 YEAR LEASE

FOUR (4) PARCELS / FIVE (5) STRUCTURES / NINE (9) FACES

- Proposed Annual Payment for Lease of City land(s) - \$1.325m increasing by 2% annually payable in advance monthly installments of \$110,416.66
- Proposed One-Time Signing Bonus - \$1.575m (\$1,575,000)
- Percentage of advertising revenue payable to City- Our offer is the greater of the monthly/annual rent vs THIRTY SIX PERCENT (36%) of gross revenues.

To clarify the rental proposal we are offering \$1.325m per year, \$110,416.66 per month. At the end of the month we will submit revenue reports to the City showing the gross advertising contracted to the boards.

For example, if the monthly gross revenue on the 9 faces totaled \$225k, 36% of that amount would equal \$81k. Therefore, we would not owe any additional bonus payment as the monthly rent of \$110.4k would exceed the 36% "guarantee". If the revenues rose above approximately \$308k that month there would be an additional payment due in the amount of \$463.34

While the annual revenue will grow at 2% per year this 36% partnership ensures the City is always paid more if we beat our advertising projections. We will take NO DEDUCTIONS from the gross revenue contracted to our board. The gross revenue will be paid off the contracted amount, not the collected amount as collections of the contracts are our responsibility

Again, you are a true partner in the success of our signs will being able to budget and plan for monies received regardless of the advertising sales, the best of both worlds.

For additional value to the City in the form of national media credits, shared space, advertising and benefits to nonprofits please see Tab 7 "other required forms and attachments".

PRICE PROPOSAL SHEET (Tab 8)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

Proposers must indicate a proposed one-time signing upfront bonus, a minimum annual guaranteed payment / payment to the City for the lease of the property to construct to billboard, and a percentage of the revenue earned from advertising on the billboard to be shared with the City ("the Greater Of"). The proposed one-time signing upfront bonus must be no less than \$1,575,000 to be paid in full upon completion of construction of the billboard and minimum annual guarantee payment / lease payments must be no less than \$1,260,000 (\$105,000 annually) Proposers must indicate such proposed payments based on a 20-year lease term.

1. Location 1: 15200 SW 29th Street (I-75 -3-million-gallon storage tank)

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Upfront Signing Bonus		Six Hundred Fifty Thousand and 00/100 (\$650,000.00)
Minimum Annual Guarantee / Lease Payment	Three Hundred Fifty Thousand and 00/100 (\$350,000.00)	Eight Million Five Hundred Four Thousand Seventy Nine and 43/100 (\$8,504,079.43)
TOTAL	Annual rent of \$350k increases at 2% per year	Nine Million, One Hundred Fifty Four Thousand Seventy Nine and 43/100. (\$9,154,079.43)

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") 36 %

2. Location 2: West Water Treatment Plant - 4100 S Flamingo Road (Possible site for 2 billboards)

Location 2 - Site 1:

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Upfront Signing Bonus		Three Hundred Thousand and 00/100 (\$300,000.00)
Minimum Annual Guarantee / Lease Payment	Three Hundred Thousand and 00/100 (\$300,000.00)	Seven Million Two Hundred Eighty Nine Thousand Two Hundred Ten and 94/100 (\$7,289,210.94)
TOTAL	Annual rent of \$300k increases at 2% per year	Seven Million Five Hundred Eighty Nine Thousand Two Hundred Ten and 94/100 (\$7,589,210.94)

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") 36 %

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

Location 2- Site 2:

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Upfront Signing Bonus		Three Hundred Thousand and 00/100 (\$300,000.00)
Minimum Annual Guarantee / Lease Payment	Three Hundred Thousand and 00/100 (\$300,000.00)	Seven Million Two Hundred Eighty Nine Thousand Two Hundred Ten & 94/100 (\$7,289,210.94)
TOTAL	Annual rent of \$300k increases at 2% per year	Seven Million Five Hundred Eighty Nine Thousand Two Hundred Ten & 94/100 (\$7,589,210.94)

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") 36 %

3. Location 3: Miramar Parkway & I-75 (Small Parcel in front of Home Depot Plaza / Miramar Parkway / I -75 West Bound)

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Signing / Upfront Bonus		Two Hundred One Thousand and 00/100 (\$201,000.00)
Minimum Annual Guarantee / Lease Payment	Two Hundred Thousand and 00/100 (\$200,000.00)	Four Million Eight Hundred Fifty Nine Thousand Four Hundred Seventy Three & 96/100 (4,859,473.96)
TOTAL	Annual rent of \$200k increases at 2% per year	Five Million Sixty Thousand Four Hundred Seventy Three and 96/100 (\$5,060,473.96)

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") 36 %

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

4. Location 4: Waste Water Reclamation Facility – 13900 Pembroke Road

DESCRIPTION	ANNUAL	20 YEAR LEASE (Annual Amount X 20)
Proposed One-Time Signing / Upfront Bonus		One Hundred Twenty Four Thousand and 00/100 (\$124,000.00)
Minimum Annual Guarantee / Lease Payment	One Hundred Seventy Five and 00/100 (\$175,000.00)	Four Million Two Hundred Fifty Two Thousand Thirty Nine & 71/100 (\$4,259,039.71/100)
TOTAL	Annual Rental of \$200k increases by 2% annually	Four Million Three Hundred Seventy Six Thousand Thirty Nine and 71/100 (\$4,376,039.71)

Proposed Percentage of Advertising Revenue Payable to the City ("the Greater Of") 36 %

5. Donation to the City's Cultural Trust (501C3)

INCREASING AT 2% ANNUALLY

\$15,000 Annually X 20 = \$ 351,484 Lease Term

Total (Items 1- 5) \$ 34,120,498.98
(written in numbers)


Thirty Four Million, One Hundred Twenty Thousand Four Hundred Ninety Eight and 98/100

(written in words)

IN CASE OF DISCREPANCIES, THE AMOUNT WRITTEN IN WORDS SHALL GOVERN

Taxpayer Identification Number (TIN) 46-4494703

PROPOSER: OUTFRONT MEDIA LLC
(Company Name)


(Signature)
6-17-18

PABLO CREMASCHI - GENERAL MANAGER

(Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE."



TAB 9: Addenda



Date of Issuance: June 11, 2019

City of Miramar

Procurement Department

ADDENDUM No. 1

For

RFP No. 19-05-24

BILLBOARD ADVERTISING

Proposers are hereby notified that this Addendum No.1 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on May 23, 2019.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this Addendum No. 1 by including a signed copy of this form in each Proposal.

This addendum consists of (5) pages.

A. RFP CLARIFICATION:

1. RFP Section 4- Sample Agreement

The City will sign an agreement for each location.

2. Donation to Cultural trust - RFP Section 4, *Sample Agreement*, item # 3.4 (page 37), RFP Section 3-8, Tab 8 and Revenue Proposal Sheet item # 5.

The proposed donation to the Cultural trust must be a minimum of \$3,000 per structure, totaling no less than \$15,000 annually; therefore, the total proposed donation for the term of the lease for all structures on the Revenue Proposal Sheet, Item # 5 must be no less than \$300,000 (\$15,000 x 20).

B. QUESTIONS AND ANSWERS:

1. Proposers are permitted to submit questions until June 5, 2019 As Answers to proposing firm's questions dramatically impact the composition of a detailed, comprehensive proposal, will the City please answer all submitted by June 10, 2019?

ANSWER: Responses are provided at the date shown above.

2. How does the City plan to legalize billboards within their zoning and land use codes as they are currently prohibited? Is there a draft ordinance we can review?

ANSWER: Ordinance 19-14 to permit digital billboards was adopted on February 20, 2019. It can be downloaded from the City's website, using the following link:
<https://tcmselfservice.miramarfl.gov/tylercmprod/eagleweb/docSearch.jsp>.

3. Section 3-3 in page 26 of the RFP lists four identified locations, but the description only references "The City has identified three (3)". Please clarify if it is three or four.

ANSWER: Four

4. Page 30 of the RFP, Scoring for Price /Fee Structure (Category E). Can the City please confirm the specific weighting for the categories-MAG, percentage revenue share, financial projections and capital investments contained within?

ANSWER: The weight for Category E is 30 points for the total amount shown on the Revenue Proposal Sheet on page 53.

5. Should the Proposal cover Sheet and Signature Form be placed Tab 1 (Executive Summary) or in Tab 10 (Affidavits and Acknowledgment)?

ANSWER: Tab 1

6. Section 5-Tab 8/ Price Proposal Sheet -The forms require Proposers to write out in numbers and words. What is "total (1-5) "referring to-Annual term total or the 20-year term total? Please explain If both are required, will the City provide a corrected version?

ANSWER: 20- year term

7. Page 33 of the RFP, Tab 10: Affidavits and Acknowledgments – The proposal Cover Sheets and Signature Form, Revenue Proposal Sheet, Proposer information Form, and Exceptions and Deviations Form all have been identified and associated with another tab. Does the City want proposers to include a copy of them again in Tab 10 or is in the associated Tab sufficient enough?

ANSWER: The associated Tab is sufficient

8. Will the City provide the Exceptions Form in Word Format to allow proposers more space to respond?

ANSWER: Yes. Requests for forms or related documents in any format other than pdf must be made in writing to the contact person listed in the RFP. The document will be provided via e-mail.

9. Exhibit A prohibits alcohol advertising. This will have a detrimental effect on revenue projections, can this be reconsidered?

ANSWER: Exhibit A does not prohibit alcohol advertising in its entirety. See answer to question #19 below.

10. Section 9 (Insurance) of the provide Sample Lease Agreement references an Exhibit B which is supposed to list the types and amounts of Insurance required for the contract. However, there is no Exhibit B attached to the Agreement. Can we get a copy of that Exhibit from the City?

ANSWER: Please see attached below

11. **Site #4; Waste Water Reclamation Facility 13900 Pembroke Road:** On page 26, this site is mentioned and this site address may not be accurate. Attached please find "Clarification" page showing the specific site with a different property folio number and showing the property with the "13900 Pembroke Road" east of SW 145TH Ave and does not about I-75. Is this address a clerical error?

ANSWER: S/O PEMBROKE ROAD AT E/S I-75 AKA FOLIO #5140 22 01 0070 AKA LOCATION #4

12. Height: Florida Department of Transportation has a regulation for overall sign height which states: (maximum) 65 feet in sign structure height above the crown of the main traveled way and the previous RFP state 60 feet. Is the 50-foot height mentioned on page 27 a clerical error? If not, restricting the overall sign height will be severely diminishing the overall revenue generated by each LED face.

ANSWER: Ordinance 19-14 permits a maximum height of 50 feet.

13. Section 2-3 (1) of the RFP states that while the lease term shall continue for 20 years, the "City shall have the right to re-negotiate revenues from advertising payable to the City... after the first ten years of the Lease agreement". However, Section 3.2 of the sample lease states "Lessor shall have the right after the first five years of this agreement". This is a major conflict, is the City going to have the right to renegotiate in year 6 or year 11?

ANSWER: Section 3.2 of the sample lease shall be hereby corrected to state: "Lessor shall have the right after the first ten years of this agreement."

14. Section 2-3(12) of the RFP the proposer to either surrender over the billboards at the end of the term or the City can request removal of the structures at Proposer's sole cost and expense. Can the City make a decision now on whether they will keep the billboards or require removal? Removal could be a significant cost that needs to be planned upon by a bidder.

ANSWER: No. The City will keep the option as provided in the RFP.

15. Section 3-8 "Tab 8" – discuss the Minimum Annual Guarantee / Lease payment of no less than \$1,260,000 payable to the City on a monthly basis (\$150,000 per month)". If the City is going to require the proposer surrender the structures, will the City consider allowing the proposer to deduct the capital costs involved in the materials and installation of the structures as this could affect the financial offer? Please also confirm the City will not select a proposer who makes a non-conforming bid under the minimum thresholds stated in this section.

ANSWER: Structure should be surrendered to the City at no cost to the City. Proposals will be evaluated in accordance with all requirements of the RFP.

16. Section 3-8." Tab1" lists Minimum Qualifications as "Operating in Business for a minimum of five (5) years" – Please confirm that a name change of a company within five years will not affect the company's ability to bid.

ANSWER: A company's ability to submit a proposal will not be affected if only the company's name was changed and is supported by legal documentation.

17. Price Proposal Sheet is unclear and it states "The proposed one-time signing upfront bonus must be no less than \$1,575,000 to be paid in full upon completion of construction of the billboard". Please clarify the \$1,575,000 amount, is it pro-rated based upon each location? If it is not pro-rated and \$1.575m is required, how will the City handle if one of the 5 structures is unable to be built due to state/local permits or other unforeseen issues?

ANSWER: The price proposal sheet requires a One-Time Signing bonus for each location and will be pro-rated based on each location. Please see item 3.3 of the Sample Agreement regarding if one of the structures is unable to be built.

18. Section 15 of the sample lease is impossible to enforce as it would require a proposer to match rental in another municipality for structures that may not be comparable. For example, if another municipality allowed billboards on interstates, this clause would require the proposer to pay interstate billboard rental on the Miramar parkway board. This is not viable. Will the City consider deletion of Section 15?

ANSWER: No, the City will not delete this section. The City is open to negotiating possible exclusion of some cities.

19. Exhibit "A" (A) – States "No advertising promoting the sale or use of alcohol, guns/firearms or tobacco shall be allowed, unless the billboard is located within 500 feet of a church, school, or playground." This seems incorrect, you should only allow alcohol advertising if the billboard is located 500' AWAY from a church, school or playground, please confirm. Deleting the word "no" from the beginning of the sentence should accomplish your goal.

ANSWER: The word "No" is hereby deleted from Exhibit "A" (A)

20. Due to several conflicts cited above that will dramatically alter a proposer's ability to bid will the City consider an extension to this RFP for no less than 10 business days?

ANSWER: No

21. The new RFP has the height at 50 feet and the prior RFP was 60 feet is this correct or is this a typo?

ANSWER: It is not a typo. Ordinance 19-14 permits a maximum height of 50 feet.

EXHIBIT "B"

INSURANCE REQUIREMENTS

INSURANCE - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable) and workers' compensation (where applicable) and in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 per occurrence, personal injury and advertising injury liability \$1,000,000; general aggregate \$2,000,000.
3. Workers' Compensation: Per statutory requirement.

Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

ADDENDUM ACKNOWLEDGEMENT

BY: Pablo Cremaschi
PRINT NAME

[Signature]
SIGNATURE

COMPANY NAME: Outfront Media LLC



Date of Issuance: June 13, 2019

City of Miramar
Procurement Department

ADDENDUM No. 2

For

RFP No. 19-05-24

BILLBOARD ADVERTISING

Proposers are hereby notified that this Addendum No.2 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on May 23, 2019.

This Addendum No. 2 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 2 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP and Addendum No. 1. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

The Proposer shall acknowledge receipt of this Addendum No. 2 by including a signed copy of this form in each Proposal.

This addendum consists of (3) pages

A. Proposed Percentage of Advertising Revenue Payable to the City

The following applies to all references to the Percentage of Gross Revenue payable to the City annually (the Greater of the minimum annual guarantee / lease payment or percentage of the Gross Revenue) as mentioned in RFP Section 3-8, Tab 8, RFP Section 4, Sample Agreement, item # 3.1 and Price Proposal Sheet Pages 51-54.

The Proposed Percentage of Advertising Revenue payable to the City must be a minimum of 35% of Gross Annual Revenue ("the Greater Of").

B. Proposers must complete the Proposer's Disclosure of Subcontractors and Suppliers Form below:

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: Kemibrich Corporation

Address: 309 Kenilworth Ave

City, State, & Zip Code: Prospect Heights, IL 60070

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: Arango Billboard & Construction Co, LLC

Address: 7935 NW 60th Street

City, State, & Zip Code: Miami, FL 33166

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED)

Company Name: Gerald R Page Corporation

Address: 463 Dick Buchanan Street

City, State, & Zip Code: La Vergne, TN 37086

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: Optotech

Address: No. 1 Li-hsin Rd. V, Hsinchu Science Park

City, State, & Zip Code: Hsinchu 30078, Taiwan, R.O.C.

Local Business _____ CBE Firm _____ SBE Firm _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

ADDENDUM ACKNOWLEDGEMENT

BY: Pablo Cremonesi
PRINT NAME


SIGNATURE

COMPANY NAME: Outfront Media LLC



TAB 10:

Affidavits and Acknowledgements

PROPOSER INFORMATION FORM (Tab 10a)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name?
30+ years in Operation, 4.6 years since name change years
- (2) State of Florida occupational license type and number: FDOT LICENSE #51208
- (3) County (state county) Business Tax Receipt type and number: 15B-17-00001132
- (4) City of Miramar Business Tax Receipt type and number: N/A

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY
OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- As detailed in our submission, OUTFRONT Media has formed partnerships
with the City of Miami, Miami-Dade County, Broward County, and FDOT as
well as countless municipalities around the country. We develop great assets
that generate significant revenue for our partners.
-
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- yes We have never defaulted on a Municipal Contract no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10b)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two (2) or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) **Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

ANTI-KICKBACK AFFIDAVIT (Tab 10c)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and OUTFRONT Media LLC or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

17th day of June, 2019.

Jeffrey T Legg
Notary Public Jeffrey T Legg
State of Florida at Large



My commission expires: 1-12-2023

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (Tab 10d)

State of Florida)
) ss:
County of Broward)

I, Pablo Cremaschi, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of Outfront Media LLC, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

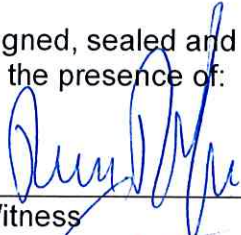
c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

Signed, sealed and delivered
in the presence of:



Witness



Witness

By: 

Pablo Cremaschi
(Printed Name)

General Manager
(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

ACKNOWLEDGMENT

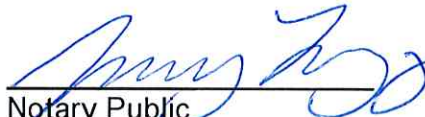
State of Florida)

) ss:

County of Broward)

BEFORE ME, the undersigned authority, personally appeared Pablo Cremaschi, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 17th day of June, 2019.


Notary Public
State of Florida at Large



My commission expires: 1-12-2023

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-DISCRIMINATION AFFIDAVIT (Tab 10e)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: General Manager

Sworn and subscribed before this

17th day of June, 2019.

Jeffrey T Legg
Notary Public
State of Florida at Large



My commission expires: 1-12-2023

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10f)

Name of Business: OUTFRONT MEDIA LLC

Address: 2640 NW 17TH LANE, POMPANO BEACH, FL 33064

Phone No.: 954-971-2995

Contact Person (Regarding This Form): PABLO CREMASCHI

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO _____

(Choose below as applicable)

- ☐ **A Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of ten (10) full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- ☐ A local business that has met all the requirements as defined in Section 1-1. (Submit Copy of City of Miramar Business Tax Receipt)

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**



Attachment 3

RFP 19-05-24 BILLBOARD ADVERTISING

Rank	Proposer Name	Rater # 1	Rater # 2	Rater # 3	Rater # 4	Rater # 5	Total
1	Outfront Media, LLC	100	97	99	100	90	486.00
2	Clear Channel Outdoor	97.72	90.72	97.72	97.72	87.72	471.60
3	Becker Board	75.70	75.70	91.70	84.70	77.70	405.50