

12-07-21

ITEM #4L
RTC# 21-1621

**SECOND AMENDMENT TO BILLBOARD BANKING AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
OUTFRONT MEDIA LLC**

PREAMBLE

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2021 by and between the City of Santa Clara, a chartered California municipal corporation ("City"), and OUTFRONT Media LLC, a Delaware limited liability company ("Advertiser"). City and Advertiser may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. WHEREAS, the Parties entered into that certain agreement entitled Billboard Banking Agreement by and between the City of Santa Clara, California, and Outfront Media LLC, dated May 11, 2017 ("Original Agreement");
- B. WHEREAS, Pursuant to Section 9 of the Original Agreement, the Original Agreement can be amended with the written consent of both Parties;
- C. WHEREAS, the Parties entered into a First Amendment to the Original Agreement dated December 21, 2020, which extended the term of the Original Agreement to December 31, 2021 ("Original Agreement as Amended").
- D. WHEREAS, the terms of this Second Amendment to the Original Agreement, to which both Parties consent, is intended to modify the Original Agreement as Amended as set forth below;
- E. WHEREAS, on September 16, 2020, Advertiser submitted an application for a single-sided billboard on property located at 630 Laurelwood Road;
- F. WHEREAS, the Parties wish to extend the term of the Original Agreement as Amended to provide the City with additional time to consider approval of the single-side billboard on property located at 630 Laurelwood Road.

Now therefore, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby modify the Original Agreement as Amended as follows:

AGREEMENT AMENDMENTS

1. Section 1 of the Original Agreement as Amended, entitled "Agreement Provisions," is amended to read as follows:

"The term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2022."

2. Except as amended above, all other terms and conditions of the Original Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Second Amendment, the provisions of this Second Amendment shall control.

The Parties acknowledge and accept the terms and conditions of this Second Amendment as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

Office of the City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

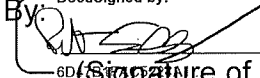
"CITY"

[SIGNATURES CONTINUED ON NEXT PAGE]

OUTFRONT MEDIA LLC
A Delaware corporation

Dated: 12/3/2021 _____

DocuSigned by:

By: 

(Signature of Person executing on behalf of
Advertiser)

Printed Name: _____
Rob Shilling

Title: _____
Gm

Address: _____
OUTFRONT
1695 Eastshore Hwy

Email Address: _____
rob.shilling@outfront.com

Telephone: (510) 559.1133

Fax: (xxx) xxxxxxxx

"ADVERTISER"