

SECOND AMENDMENT
TO FRANCHISE AGREEMENT
WITH
CLEAR CHANNEL OUTDOOR, INC.

This Second Amendment to Franchise Agreement (“Amendment”) is made and entered into this 18th day of March, 2019, by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation registered to do business in California (“Franchisee”).

WHEREAS, City and Franchisee entered into a Franchise Agreement dated April 2, 2014 for Franchisee to construct, install, operate, and maintain bus shelters and bus benches at certain bus stops throughout the City, and perform work as further detailed in said Franchise Agreement (“Agreement”); and

WHEREAS, City and Franchisee amended the Agreement by that First Amendment to Franchise Agreement with Clear Channel Outdoor, Inc., dated March 20, 2018 (collectively with the Agreement, hereinafter the “Amended Agreement”) to provide that Franchisee would pay to City an annual Power Washing Fee for bus shelter and bus bench power washing services performed by City or a City contractor; and

WHEREAS, Section 10.01 of the Amended Agreement permits the City to grant, upon request from Franchisee, one (1) five (5) year extension to the term of the Agreement (“Extension Term”); and

WHEREAS, Franchisee has requested, and City desires to grant, the Extension Term; and

WHEREAS, in connection with the Extension Term, Franchisee has agreed to commit to the expenditure of up to Seventy-Five Thousand Dollars (\$75,000.00) for the purpose of repainting and refurbishing existing bus shelters and purchasing new shelters for placement within the City.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The term of the Amended Agreement shall be extended for five (5) years, through April 1, 2024.
2. Franchisee agrees to the expenditure of up to Seventy-Five Thousand Dollars (\$75,000.00) on repainting and refurbishing existing bus shelters and/or purchasing new shelters for placement within the City. City will provide to Franchisee a list of the bus shelters to be repainted and refurbished. Such work shall be completed on a schedule agreed upon by City and Franchisee. The number of new shelters, if any, to be purchased by Franchisee shall be as agreed upon by City and Franchisee. The new shelters shall be placed at locations designated by City. In no event shall the total cost incurred by Franchisee for the above work exceed Seventy-Five Thousand Dollars (\$75,000.00) for the Extension Term.

3. All terms not defined herein shall have the same meaning and use as set forth in the Amended Agreement.
4. All other terms, conditions, and provisions of the Amended Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

FRANCHISEE

[Signature] Date: 3/18/19
 Signature

GREG MCGRAW PVP SICA
 Name and Title

CITY OF COSTA MESA

[Signature] Date: 4/1/19
 Acting City Manager

ATTEST:

Brenda Green 4/1/19
 City Clerk



APPROVED AS TO FORM:

[Signature] Date: 3/29/19
 City Attorney

DEPARTMENTAL APPROVAL:

[Signature] Date: 3-27-19
 Public Services Director