

**SECOND AMENDMENT TO THE  
AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
INSITE STREET MEDIA, INC.**

This Second Amendment to the Agreement between the **CITY OF DORAL** (“City”) and **INSITE STREET MEDIA, INC** (“Contractor”) executed this 8 day of May, 2024, is made a part of the original Agreement between the parties dated October 30, 2020 (the “Agreement”), between the City and Contractor attached hereto as Exhibit “A”. The City and Contractor hereby agree as follows:

**RECITALS**

**WHEREAS**, on October 14, 2020, pursuant to Resolution No. 20-228, the City Council waived competitive bidding, and approved the Agreement between the City and the Contractor for a period of two (2) years, with the option to renew for an additional one (1) year term; and

**WHEREAS**, the Agreement became effective on October 30, 2020, and expired on October 29, 2023, with no renewal terms remaining; and

**WHEREAS**, the First Amendment to the Contract was executed on September 27, 2023, with an effective dater of October 29, 2023, extending the Agreement for a six (6) month period; and

**WHEREAS**, the six (6) month period authorized by the First Amendment expired on April 26, 2024; and

**WHEREAS**, in order to ensure continuity of service while preparing this item for Council approval, the City Manager’s Office authorized a limited extension of the contract with InSite Media for a twelve (12) day period until a Second Amendment could be considered for approval at the May 8, 2024 Council Meeting; and

**WHEREAS**, the City is satisfied with the Services provided by the Contractor, and is in need of an additional six (6) month extension of the Agreement, therefore, the City and Contractor now wish to amend the original agreement through this Second Amendment to provide for an additional six (6) month renewal term in addition to the twelve (12) day period authorized by the City Manager.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Second Amendment shall be May 8, 2024.

2. **AMENDING TERM.** Section 2 “TERM,” is hereby deleted in its entirety, and substituted with the following language:

The initial term of this Agreement shall be for a two (2) year period, with one (1) option to renew.

CITY shall have the sole option to renew this Agreement for the aforementioned one (1) year renewal term. Thereafter, the parties may, by mutual written agreement, opt to renew the Agreement for an additional 6 (six) month term.

3. **EXTENSION OF TERM.** The parties hereby agree to renew the Agreement for a six (6) month term as of the Effective Date of this First Amendment.

4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.

5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this First Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Exhibit “A”.

**IN WITNESS WHEREOF,** the parties hereto have executed this Second Amendment in duplicate on the day and year last written below.

[SIGNATURE PAGE TO FOLLOW]

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**City of Doral**

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Attest:

**CITY OF DORAL**

\_\_\_\_\_  
Connie Diaz, City Clerk

By: \_\_\_\_\_  
Kathie Brooks, Interim City Manager

Date: \_\_\_\_\_

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

\_\_\_\_\_  
Greenspoon Marder, LLP  
Interim City Attorney

**CONTRACTOR**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT "A"