

**BILLBOARD RELOCATION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
OUTFRONT MEDIA LLC**

PREAMBLE

This billboard relocation agreement ("Agreement") is by and between OUTFRONT Media LLC, a Delaware limited liability company, with its principal place of business located at 90 Park Avenue, 9th Floor, New York, NY 10016 ("Advertiser"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), City and Advertiser may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. California Business & Professions Code section 5412 encourages local governments and owners of billboards to enter into relocation agreements, pursuant to which local governments can continue development in a planned manner without expenditure of public funds, while allowing the continued maintenance of private investment and a medium of public communication;
- B. Section 18.42.090.B of the Code of the City of Santa Clara, California ("SCCC") limit the total number of billboards within the City limits and prohibit the construction of additional billboards, except through billboard relocation agreements pursuant to Business & Professions Code section 5412 and the City Council Policy Statement for Billboard Relocation Agreements;
- C. Pursuant to the City Council Policy Statement for Billboard Relocation Agreements, in order to receive approval of any new billboard installation, an advertiser must agree to remove three sign faces for each new sign face installed;
- D. Advertiser is the owner of a number of billboard panels and structures within the City of Santa Clara, as well as other jurisdictions, and seeks City approval for the installation of a new billboard in consideration for the removal of three (3) sign faces within the City's limits in accordance with the City Council Policy Statement for Billboard Relocation Agreements, for a total of three (3) removed sign faces ("Project"), as explained in more detail below; and
- E. As consideration for the removal of three (3) sign faces from obsolete billboards, as provided in Exhibit A, in accordance with the terms of this Agreement, City will grant Advertiser the right to construct, install, relocate, maintain and operate a new billboard with one (1) digital face as provided below.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. DEFINITIONS

- A. "Obsolete Billboards" shall mean the three (3) billboard faces as listed and described in more detail in Exhibit A, entitled "Obsolete Billboards," attached hereto and incorporated herein by this reference.
- B. "Demolish" or "Demolition" shall mean the removal of sign faces, supporting structures, necessary portions of the foundations and all electrical facilities and services associated with the Obsolete Billboards.
- C. "New Billboard" shall mean the new digital billboard to be installed with one (1) digital sign face, as described and depicted in more detail and at the location indicated in Exhibit B, entitled "New Billboard," attached hereto and incorporated herein by this reference.
- D. "Removal" shall mean the hauling away from the site of all materials and debris resulting from demolition.
- E. "Repair" shall mean back-filling any foundation holes caused by the removal of the Obsolete Billboards or the New Billboard, as applicable, in order to restore the removal area at grade, and includes but is not limited to repaving, planting of landscaping or other retrofit work to bring conditions of disturbed area into a state that is safe and aesthetically compatible with the surrounding environment, to the reasonable satisfaction of the Director of Planning and Inspection.

2. TERM OF AGREEMENT

This Agreement shall commence on the "Effective Date," which is the date that the final signatory executes the Agreement. This Agreement shall terminate when the following conditions are fully satisfied:

- A. When the removal of all Obsolete Billboards listed in Exhibit A is completed, as described in Section 4; and
- B. When the New Billboard listed in Exhibit B is fully constructed and operational, including the installation of advertising materials.

3. GOVERNMENT PERMITS

This Agreement is contingent upon Advertiser receiving all required governmental approvals and permits, including but not limited to approval from the California Department of Transportation ("Caltrans"), prior to commencing work on either removal or installation.

The Parties agree that time is of the essence and further, that they will use best and reasonable efforts to cooperate in connection with any permits or approvals required from other governmental agencies and City will use its best and reasonable efforts to timely issue all City permits and approvals necessary for Advertiser's timely compliance

with this Agreement. The Parties agree to execute in a good faith effort additional supportive documents, as necessary, for Advertiser to seek and obtain the approvals described herein. The foregoing should not be interpreted to constrain the City's discretion in considering permit or approval applications submitted by Advertiser with respect to the Project.

4. REMOVAL OF OBSOLETE BILLBOARDS

Within 90 days after obtaining all required government permits pursuant to Section 3, as partial consideration for the New Billboard installation, Advertiser shall apply for a demolition permit from City for each of the Obsolete Billboards to the extent a demolition permit is required. Promptly after receipt of such demolition permit, Advertiser shall demolish the Obsolete Billboards in accordance with the provisions and requirements of the demolition permits, shall remove all materials and debris resulting from such demolition, and shall Repair the site(s) of the Obsolete Billboards. The Parties, however, agree to extend the date for removal of the Obsolete Billboards in the event there is a legal challenge to any governmental approvals contemplated under this Agreement; in the event that the date of removal is extended, Advertiser agrees that it shall not construct the New Billboard until the Obsolete Billboards are removed. Advertiser shall demonstrate, to the reasonable satisfaction of the Community Development Director, that all Repair work has been completed, and shall demonstrate, to the reasonable satisfaction of the Director of the Electric Utility, that all electric services were terminated to the Obsolete Billboards.

5. FURTHER COMPENSATION

Pursuant to the City Council Policy Statement for Billboard Relocation Agreements, as further consideration for the New Billboard installation, Advertiser agrees to pay City Seventy Thousand Dollars (\$70,000.00) per billboard face for the New Billboard (the "Billboard Fee"). Advertiser shall pay the total amount due no later than immediately prior to the issuance of the building permit for the New Billboard. City shall keep the Billboard Fee in an account that is not commingled with other municipal fees until the City issues the building permit for the New Billboard and until it receives notice from Advertiser that Advertiser has received all required permits pursuant to Paragraph 3. Advertiser is unable to obtain all required permits and cannot proceed with construction of the New Billboard, Advertiser shall promptly notify the City that it is terminating the Agreement pursuant to Paragraph 12, whereupon the City shall reimburse Advertiser for the Billboard Fee within ten (10) days.

6. INSTALLATION, OPERATION AND MAINTENANCE OF NEW BILLBOARD

- A. After obtaining all required government permits pursuant to Section 3, Advertiser may install the New Billboard.
- B. Advertiser shall not operate the New Billboard, other than necessary testing that displays no paid advertising material, prior to completion of the removal of all of the Obsolete Billboards pursuant to Section 4.
- C. Advertiser shall be responsible for maintaining the New Billboard in full compliance with this Agreement and all applicable federal, state, and local laws. Advertiser shall be responsible for any and all graffiti removal on the New

Billboard. Advertisers will take all reasonable efforts to remove, clean, or abate any graffiti within two (2) business days of notification from City.

7. LIQUIDATED DAMAGES

In the event that Advertiser commences installation of any paid advertising material on the New Billboard prior to the completion of the removal of the Obsolete Billboards pursuant to Section 4, City will suffer damages and will incur other costs and expenses of a nature and amount that is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs, and expenses, and not by way of penalty, Advertiser shall pay to City the sum of One Thousand Dollars (\$1,000.00) per day per Obsolete Billboard for each and every calendar day that the Obsolete Billboard or Billboards have not been completely removed, after the date of the installation of any paid advertising material on the New Billboard. In the event that Advertiser fails to timely pay such liquidated damages, Advertiser agrees that City may issue a stop work notice on any previously issued permits.

8. CITY ANNOUNCEMENTS ON NEW BILLBOARD

- A. Pursuant to the City Council Policy Statement for Billboard Relocation Agreements, on a daily basis Advertiser shall provide at least 10% public service announcement ("PSA") use to City, free of charge, with at least 50% of such PSA use occurring during the hours of 6:00 a.m. and 9:00 p.m. City may use such PSA time for City announcements and announcements from nonprofit organizations ("City Copy").
- B. During the Term of this Agreement, to the extent permissible under applicable laws, rules and regulations, Advertiser shall display City Copy on one digital display spot on the New Billboard on a space available basis, but subject to the mandatory minimum daily display time set forth in Section 8.A above (the "Display Time") provided that: (i) all proposed City Copy is submitted to Advertiser not less than five (5) business days prior to the date on which the City Copy is proposed to be displayed on the New Billboard (the "Copy Submission Deadline"); (ii) all City Copy shall be subject to Advertiser's standard advertising copy rejection and removal policies, which allow Advertiser, in good faith, to approve or disapprove copy and remove copy once posted or displayed that is inconsistent with those policies; and (iii) City pays for all digital production costs associated with the City Copy. City represents and warrants that all copy, content and materials supplied by City to Advertiser for display under this Agreement (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Advertiser may be bound and do not contain any obscene, libelous, slanderous, or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party.
- C. In addition to the City's display rights set forth in Sections 8.A and 8.B. above, in the event the City Council, the City Manager, or their delegates reasonably

determined that an emergency situation exists and request that Advertiser display emergency messages, Advertiser shall display such advertising immediately. Emergency messages may include, but shall not be limited to, Amber Alerts, evacuation notices, homeland security and/or public safety messages. Routine traffic alerts or notices shall not constitute emergency messages for purposes of this Agreement and the New Billboard shall not be utilized for that purpose.

9. PERFORMANCE OF WORK

Advertiser shall perform the work in a good and workmanlike manner. Advertiser shall be as fully responsible to City for the acts and omissions of its subcontractors performing work on the New Billboard, on the removal of the Obsolete Billboards, and on the Repair work, and of persons either directly or indirectly employed by them to perform work on the Billboard, as Advertiser is for the acts and omissions of persons directly employed by it to perform work on the New Billboard. Advertiser shall perform all work in a safe manner and in accordance with all federal, state and local operation and safety regulations.

10. BUSINESS TAX LICENSE REQUIRED

Advertiser must comply with Santa Clara City Code Section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

11. RESPONSIBILITY OF ADVERTISER

Advertiser shall be responsible for the professional quality, technical accuracy and coordination of the work it performs under this Agreement. Neither City's review, acceptance, nor payments for any of the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Advertiser shall be and remain liable to City in accordance with applicable law for all damages to City caused by Advertiser's negligent performance of any work performed under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Advertiser shall not in any respect absolve Advertiser from complying with other applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

12. TERMINATION OF AGREEMENT

In the event that either party is in default under the terms of this Agreement, the non-defaulting party shall deliver written notice thereof to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected within said fourteen (14) day period, the defaulting party may continue such cure past said fourteen (14) day period, provided it commences such cure within said fourteen (14) day period and

diligently pursues such cure to completion. In the event of a default that extends beyond all notice and cure periods set forth herein, the non-defaulting party shall have the right to terminate this Agreement upon not less than ten (10) days' prior written notice to the defaulting party. In addition, Advertiser retains the right to terminate the Agreement and then recover the Billboard Fee in the event there is (i) a legal challenge that is filed within 30 days of the filing of a notice of determination ("NOD") for the Project for the Project Categorical Exemption, or within 30 days of the City's execution of this Agreement or issuance of any of the final administrative approvals contemplated in this Agreement, and Advertiser has not displayed any advertising on the New Billboard or (ii) if, in Advertiser's reasonable discretion, Advertiser is unable to obtain the requisite permits pursuant to Paragraph 3 within 180 days of the Effective Date of this Agreement.

13. BINDING ON SUCCESSORS AND ASSIGNS

City and Advertiser bind themselves and their successors, executors, administrators, and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Advertiser without the prior written approval of City, except to an entity controlling, controlled by or under common control with Advertiser or to an entity that acquires a majority of Advertiser's assets in the California market.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR

Advertiser and all person(s) employed by or contracted with Advertiser to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Advertiser has full rights, however, to manage its employees in their performance of work under this Agreement. Advertiser is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall Advertiser have the authority to power to pledge the credit of City or incur any obligation in the name of City. Advertiser shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Advertiser under this Agreement.

17. USE OF CITY NAME OR EMBLEM

Advertiser shall not use City's name, insignia, or emblem on the New Billboard, or in any magazine, trade paper, newspaper, or other medium, without express written consent of City.

18. FAIR EMPLOYMENT

Advertiser shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

19. HOLD HARMLESS/INDEMNIFICATION

Except as to a dispute between the Parties themselves, and to the extent permitted by law, Advertiser agrees to protect, defend, hold harmless and indemnify, with counsel reasonably acceptable to the City Attorney, the City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all reasonable costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Advertiser's negligent, reckless or wrongful acts, errors or omissions with respect to or in any way connected with the removal of the Obsolete Billboards and the construction, operation and removal of the New Billboard. Notwithstanding the above, and consistent with the City's representations and warranties in Paragraph 8(B), the foregoing indemnification shall not cover circumstances where a dispute arises from the posting of City Copy on the New Billboard. This Section shall survive any termination of this Agreement.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Advertiser shall provide and maintain in full force and effect, at no cost to City, insurance policies with respect to employees and vehicles assigned to perform work under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C, attached hereto and incorporated herein by this reference.

21. AMENDMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Advertiser shall provide and maintain in full force and effect, at no cost to City, insurance policies with respect to employees and vehicles assigned to perform work under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C, attached hereto and incorporated herein by this reference.

22. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between City and Advertiser. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon the City.

23. SEVERABILITY

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. WAIVER

The parties agree that waiver by either party of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

25. NOTICES

Any communication or notice which either party is required to send to the other or which either party desires to send to the other, shall be in writing and shall be either personally delivered or mailed using the United States Postal Service, postage prepaid, return receipt requested, by a recognized overnight courier service or by facsimile.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attn: Community Development Department, Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050
or by facsimile at (408) 247-9857

And to Advertiser addressed as follows:

Name: OUTFRONT Media LLC
Address: 1695 Eastshore Hwy
 Berkeley, CA 94710

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

26. CAPTIONS

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

27. LAW GOVERNING CONTRACT AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested

in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Advertiser and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (3) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of the mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contract Code.

29. COMPLIANCE WITH ETHICAL STANDARDS

Advertiser shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR ADVERTISERS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA CALIFORNIA," attached hereto and incorporated herein by this reference; and
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS," attached hereto and incorporated by this reference.

30. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Advertiser is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Advertiser warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Advertiser's responsibilities under the Act.

31. CONFLICT OF INTERESTS

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Advertiser certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Advertiser and that no person associated with Advertiser has any interest, direct or indirect, which could conflict with Advertiser's faithful performance of this Agreement. Advertiser is familiar with the provisions of Government Code section 87100, et seq., and certifies that it does not know of any facts which would violate these code provisions. Advertiser will advise City if a conflict arises.

32. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

33. AUTHORITY TO EXECUTE

The Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties. Advertiser represents that Advertiser's signatory to this Agreement is authorized by resolution, bylaws, constitution, or other authorization of Advertiser, which resolution, bylaw, constitution, or other authorization is currently in full force and effect, to execute this Agreement on Advertiser's behalf. The City represents that the City Manager is authorized to sign this Agreement on behalf of the City, to execute amendments thereto, and to take any other action necessary to implement this Agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidence by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

[NAME]
City Attorney

Jōvan Grogan
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

[NAME]
City Clerk

“CITY”

OUTFRONT MEDIA, LLC
a Delaware limited liability company

Dated: _____

By: _____
(Signature of Person executing the Agreement on behalf of Advertiser)

Name: _____

Title: _____

Local Address: _____

Email Address: _____

Telephone: ____ (____) _____

Fax: ____ (____) _____

“ADVERTISER”

BILLBOARD RELOCATION AGREEMENT

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EXHIBIT A

OBSOLETE BILLBOARDS

Removal of the following Obsolete Billboards in accordance with the terms and conditions of this Agreement will support establishment of the New Billboard:

- Sign face (oriented toward west) located at 2983 El Camino Real, City of Santa Clara.
- Sign with two faces located at 3362 El Camino Real, City of Santa Clara.

Total removed: three (3) billboard sign faces

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EXHIBIT B

NEW BILLBOARD

Advertiser is permitted to construct, install, maintain and operate the following New Billboard in accordance with the terms and conditions of this Agreement, as substantially depicted on the attached plan entitled "Development Plans", and shall have the following characteristics:

- The New Billboard consists of a single-sided 14' x 48' digital LED billboard located south of Highway 101 on the COCO Home office property at 1700 Duane Ave, Santa Clara.
- The maximum ambient light output level shall be 0.3 foot-candles at a distance of 250 linear feet from the New Billboard. Light levels emitted from the New Billboard would be set to adjust based upon ambient light conditions at any time (i.e., night time versus day time).
- The New Billboard may cycle through a rotation of images, which shall not change any faster than one image every eight seconds.
- The New Billboard, including the sign structure and/or sign, will not exceed 60 feet above ground level.

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EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting Advertiser's indemnification of the City, and prior to commencing any of the Services required under this Agreement, Advertiser shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate
\$5,000,000 personal injury
2. Exact structure and layering of the coverage shall be left to the discretion of Advertiser; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Advertiser to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars

(\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Advertiser included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Advertiser or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents ("Indemnitees") are hereby added as additional insureds in respect to liability arising out of Advertiser's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Advertiser shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnitees may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnitees may possess shall be considered excess insurance only and shall not be called upon to contribute with Advertiser's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Advertiser's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL).
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice

shall be given at least ten (10) days prior to the effective date of non-renewal.

- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Advertiser and City agree as follows:

1. Advertiser agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Advertiser, provide the same minimum insurance coverage required of Advertiser, except as with respect to limits. Advertiser agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Advertiser agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Advertiser agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Advertiser for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Advertiser in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Advertiser, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Advertiser shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Advertiser or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Advertiser shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Planning and Inspection Department
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Advertiser shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**BILLBOARD RELOCATION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
OUTFRONT MEDIA LLC**

EXHIBIT D

**ETHICAL STANDARDS FOR ADVERTISERS SEEKING TO ENTER INTO AN AGREEMENT
WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If an Advertiser¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Advertiser" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Advertiser can be imputed to the Advertiser when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Advertiser, with the Advertiser's knowledge, approval or acquiescence, the Advertiser's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Advertiser no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Advertiser fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Advertiser's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Advertiser (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Advertiser may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Advertiser will have the burden of proof on the appeal. The Advertiser shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Advertiser becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Advertiser.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Advertiser to the City.

**BILLBOARD RELOCATION AGREEMENT
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Advertiser" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Advertiser" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

OUTFRONT Media LLC

a Delaware limited liability company

By: _____
Signature of Authorized Person or Representative

Name: _____

Title: _____

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.