

**AGREEMENT FOR OPERATION AND MAINTENANCE OF  
AUTOMATIC PUBLIC TOILETS  
BETWEEN  
CITY OF SAN JOSE AND  
JCDECAUX SAN FRANCISCO, LLC**

This Agreement is made and entered into this \_\_\_\_\_ day of December 2019 , by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter "City"), and JCDECAUX SAN FRANCISCO, LLC: (hereinafter "JCDecaux"), a California limited liability company. Each of CITY and JCDECAUX are sometimes hereinafter referred to as a "Party" and collectively as the "Parties". The "Effective Date" of this agreement will be January 1, 2020.

**RECITALS**

WHEREAS, on January 6, 1988, the prior Redevelopment Agency of the City of San Jose (hereinafter "Redevelopment Agency") and JCDecaux entered into an agreement for the installation, operation, and maintenance of six (6) automatic self-cleaning public toilets (APTs) in Downtown San Jose; and

WHEREAS, on March 20, 1988, the first amendment to the agreement between the Redevelopment Agency and JCDecaux was executed to install one (1) additional APT in the Downtown; and

WHEREAS, on January 18, 2002, the Redevelopment Agency, JCDecaux San Francisco, Inc. and JCDecaux San Francisco LLC executed the Assignment and Assumption of Rental Agreement and Consent whereby JCDecaux San Francisco, Inc. assigned all of its assets and liabilities to JCDecaux San Francisco, LLC effective as of December 28, 2001.

WHEREAS, the APTs were installed for the benefit of residents and visitors to downtown San Jose, and to help minimize the inadequacy of public restrooms in downtown San Jose and related blights; and

WHEREAS, in March 2017, the APT previously installed on San Pedro Street was removed from service; and

WHEREAS, the City desires to continue operation of the six (6) APTs that remain in service, commencing with the end of the Redevelopment Agency term for each APT; and

WHEREAS, the Director of the Department of Transportation ("Director"), or designee, is charged with administration of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

**SECTION 1 TERM**

- A. The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2021. Upon mutual agreement between the Director of Transportation and JCDecaux, the parties may agree to extend the term of the Agreement in writing for an additional five (5) one (1) year periods.
- B. City shall send written notice to JCDecaux within ninety (90) days prior to the expiration date of this Agreement, or any extended one (1) year period, if the City is interested in extending the term of the Agreement. Within thirty (30) days after receiving such notice, JCDecaux shall provide written notice back to the City to confirm its interest in extending the Agreement term.
- C. The term for the APT located at 296 Almaden Blvd. may expire earlier than June 30, 2021 due to a requirement to remove this APT to accommodate City-approved construction activities in the vicinity of the APT. City shall send written notice to JCDecaux within thirty (30) days prior to any early termination of this APT. If the City determines that this APT can be reinstalled during the term of this agreement, the City shall send written notice to JCDecaux within sixty (60) days prior to its planned reinstallation.

**SECTION 2 OWNERSHIP OF AUTOMATIC PUBLIC TOILETS**

All APTs operated and maintained pursuant to this Agreement, and all intellectual property rights embodied in and/or related to such APTs, shall be and remain the property of JCDecaux.

**SECTION 3 RENT**

- A. City agrees to pay JCDecaux an annual rent in the amount of Seventy-Two Thousand Dollars (\$72,000) for the services provided by JCDecaux as described in Section 6 of this Agreement for each of the six (6) APTs identified in Attachment A. The obligation to pay rent for each APT shall commence on the dates described in Attachment B, and extend through the term of this Agreement, unless terminated earlier as described in Section 1C.
- B. The rent shall be adjusted on a prorated basis for the term of an APT that commences, or ends, on a day after the first of a month.
- C. The rent shall be adjusted annually based on the percentage change in the most recently published Consumer Price Index (CPI) (Urban Wage Earners and Clerical Workers in San Francisco-Oakland-Hayward Standard Metropolitan Statistical Area (1982 – 84 = 100) as calculated from the Effective Date.
- D. The Parties agree that, to the extent City has paid rent in advance for an APT, and such APT is not operational throughout the period for which rent was paid, City shall have the right to reduce future rent payments due to JCDecaux for such non-operational period on a daily prorated basis; provided, however, that City has given written notice to JCDecaux that the APT is not operational, and the APT continues to be non-operational twenty-four

(24) hours after such notice. City shall not be permitted to reduce future rent payments for APTs that are non-operational due to the fault of the City.

- E. The City shall not be required to make rent payments for any APT that is destroyed, with the period of any such rent reduction commencing immediately upon such destruction.
- F. City shall make rent payments to JCDecaux quarterly in advance for each APT. For the purposes of this Agreement, January 1, April 1, July 1, and October 1 shall be deemed “Quarterly Payment Dates”.
- G. Payments which are not received within thirty (30) days after such amount becomes due shall bear interest at the “Libor 1 Month” rate plus 200 bps as published by the Wall Street Journal at [wsj.com/market-data/bonds](http://wsj.com/market-data/bonds) at the beginning of each month or any successor page as may replace that page for the purpose of displaying the London Interbank rates for U.S. dollars, or if such rate is no longer provided then the parties will agree to replace Libor with the SOFR rate as published by the Federal Reserve Bank of New York or such other rate as the parties may agree. Interest shall be charged from and after the date said payment was due until the date paid.

#### **SECTION 4 RETROACTIVE PAYMENT**

The City shall make a lump sum payment to JCDecaux within sixty (60) days after the Effective Date for the period of time between the commencement date for each APT as identified in Exhibit B and the Effective Date of this Agreement for those APTs that have been in continued operation. The annual rent used to determine the retroactive payment due will be Seventy-Two Thousand Dollars (\$72,000) per APT. The retroactive payment will also include unpaid telephone service costs for the APTs that have been in continued operation. Notwithstanding this provision, the City will not be responsible for any interest payments for the period of time between the end of the Redevelopment Agency term for each APT and the Effective Date of this Agreement.

#### **SECTION 5 CITY RESPONSIBILITIES**

- A. City shall bear the full cost for monthly operating charges for water supply, electrical, sanitary sewer, and telephone or other communications services to each APT. With the exception of the telephone services, all such services shall be in the City’s name and City shall pay such charges directly to the providers thereof.
- B. The City shall have the sole option to display information posters (“posters”) containing information about public events, events at public facilities, or other information of general interest to the public, on the two external display panels on each APT. Such posters shall be in the standard size of 4 feet by 6 feet and shall be clean and of fresh appearance, and any sponsorship information included in such posters shall be limited to an aggregate of up to ten percent (10%) of the surface area of the poster. City agrees that such display panel space shall not be used for commercial advertising, and that JCDecaux shall not be liable for any damage or destruction of such posters by third parties while the posters are on display on an APT.

## SECTION 6 JCDECAUX RESPONSIBILITIES

JCDecaux shall at its own cost clean, repair, and maintain the APTs described in Attachment A so that each APT is operational and well-maintained, and supplied with all products and materials required for its efficient and convenient use. Each APT shall be operational twenty-four (24) hours every day. At a minimum, the following services are to be provided by JCDecaux to ensure that each APT is operational and well-maintained.

- A. Continuously maintain in a clean, graffiti-free, safe, and good working condition, in a manner consistent with all terms and provisions of this Agreement.
- B. The display panels on each APT shall be illuminated during nighttime hours.
- C. JCDecaux may display informative materials related to the use and operation of the APTs on each APT, subject to City advance approval. Any such display of information shall be provided in the following three (3) languages: English, Spanish, and Vietnamese.
- D. Maintain an office in Santa Clara County where JCDecaux personnel who will supervise and care for the APTs shall be based.
- E. Provide a posted telephone number on each APT for 24-hour reporting of service and maintenance concerns.
- F. Refurbish and recondition any APT that is not functioning in accordance with the standards set forth in this Agreement; provided however, that if in JCDecaux's sole opinion it is not practical to refurbish or recondition such APT, then JCDecaux may instead remove such APT.
- G. Inspect each APT at least twice per day, every day; provided however, that JCDecaux shall inspect any APT more frequently if conditions at the APT so require. At the time of every inspection, JCDecaux shall, if necessary, clean and wash each APT, inside and/or outside. In addition, JCDecaux shall inspect all fixtures at each site and, if needed, shall replace defective fixtures within the timeframes provided in Subsection G below.
- H. JCDecaux shall remove all graffiti, stickers, unauthorized posters and flyers, litter, dust, dirt, weeds and other rubbish from each APT, as required during the daily inspections. JCDecaux shall also keep the sidewalk area within a five (5) foot perimeter of each APT odor-, stain-, and refuse-free.
- I. Upon observing or receiving notice of any damage, vandalism, or graffiti in, or around any APT, JCDecaux shall begin the repair of said damage, vandalism, or graffiti, within twenty-four (24) hours. If JCDecaux determines that the repairs to any APT will take longer than three (3) business days, JCDecaux shall provide written notice to the City with a description of the repairs that are required and an estimated timeframe for completing the repairs.

- J. If an APT is destroyed, or if in JCDecaux's sole judgement such APT cannot be repaired, then JCDecaux shall within twenty-four (24) hours secure the APT and work with the City to remove the APT. In conjunction with such removal, JCDecaux shall, at its own expense, restore the affected sidewalk and curb area to a safe, finished condition. The removal of any APT shall be in compliance with Section 7B of this Agreement.
- K. If JCDecaux does not maintain inspections as scheduled and remedy existing deficiencies with such time periods, City shall be entitled, upon twenty-four (24) hour notice to JCDecaux (or such shorter notice as may be necessary in an emergency), to make the repairs and to bill JCDecaux for the work performed. Such costs shall be paid directly by JCDecaux to City upon submission of an invoice therefor, with reasonable documentation, by City to JCDecaux. Alternately, the City may elect to deduct the cost of any such repair from rent payments to JCDecaux.
- L. JCDecaux shall prepare and maintain a maintenance log for each APT. Upon City request, JCDecaux shall provide copies of such logs to the City. Notwithstanding this provision, JCDecaux shall furnish to City a narrative summary for each APT of the maintenance operations during the preceding quarter, noting problem areas and corrective actions taken. The narrative summary shall be provided to the City within thirty (30) days after the end of each quarter.
- M. JCDecaux shall maintain and make available to City a written complaint log in a format reasonably acceptable to City. The complaint log will document all complaints and/or incidents for each APT; and at a minimum include the date, time, location, disposition and final resolution of the complaint or incident. Copies of the complaint log shall be submitted to the City within thirty (30) days after the end of each quarter.
- N. JCDecaux shall not be responsible for any of the construction costs associated with the early removal, or reinstallation, of the APT located at 296 Almaden Blvd., as described in Section 1C of this Agreement.

## **SECTION 7    TERMINATION OF AGREEMENT**

- A. Termination Upon Expiration. This Agreement shall terminate On July 1, 2021, as provided in Section 1, unless the Agreement has been extended as provided herein, or unless terminated earlier as provided in this Section.
- B. Removal and Restoration Upon Termination. Upon termination of this Agreement, JCDecaux shall remove all six (6) APTs and restore the respective sidewalks, street, walkways, parking lot, walls and curbs, and shall disconnect and/or cap all utilities, at JCDecaux's own cost and expense. Such removal shall be performed in accordance with all City requirements and all requirements of the utility service providers, including without limitation any requirements for advance approval and/or permits. All such restoration shall be subject to the approval of the PW Director, or his/her designee. JCDecaux shall complete such removal and restoration within one hundred twenty (120) days of JCDecaux's receipt of all necessary advance approvals and/or permits. If JCDecaux

fails to complete such removal and restoration within said one hundred twenty (120) day period, City, without further notice and at JCDecaux's cost and expense, may remove the APTs and complete such restoration.

- C. Termination for Default. In the event of any uncured default by either party to this Agreement, as provided in Section 7 hereof, the non-breaching party shall have the option to terminate the Agreement as provided herein.

## **SECTION 8      EVENT OF DEFAULT; REMEDIES**

- A. Default of JCDecaux. In the event that JCDecaux shall fail to comply with or carry out any material term, covenant, or condition set forth in this Agreement, City may serve upon JCDecaux a first notice of default specifying the basis for such claim of default ("First Notice of Default"). If JCDecaux fails to cure such default within thirty (30) days after receipt of said First Notice of Default, or, if such default is not capable of being cured within such period, if JCDecaux fails to commence to cure within such thirty (30) days and thereafter diligently pursue such cure to completion, then City may serve upon JCDecaux a second notice of default ("Second Notice of Default"). If JCDecaux fails to cure such default within twenty (20) days after receipt of said Second Notice of Default, or is such default cannot be cured within such period, JCDecaux does not commence to cure such default and thereafter diligently pursue such cure to completion, then City may terminate this Agreement upon notice of termination to JCDecaux. Termination shall be effective immediately upon receipt of such notice of termination.
- B. Bankruptcy or Reorganization Proceedings. JCDecaux shall be deemed to be in default of this Agreement in the event that JCDecaux shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state of these United States or any other foreign country relating to the insolvency or the protection of rights of creditors; then, in the case of any of the foregoing events, at the option of the City, the City shall have the right to terminate this Agreement forthwith and JCDecaux or its successor in interest by operation of law or otherwise shall thereafter have or rights in or to this Agreement or to any of the rights herein conferred.
- C. Default of City. In the event that City shall fail to comply with or carry out any material term, covenant, or condition set forth in this Agreement, JCDecaux may serve upon City a first notice of default specifying the basis for such claim of default ("First Notice of Default"). If City fails to cure such default within thirty (30) days after receipt of said First Notice of Default, or, if such default is not capable of being cured within such period, if City fails to commence to cure within such thirty (30) days and thereafter diligently pursue such cure to completion, then JCDecaux may serve upon City a second notice of default ("Second Notice of Default"). If City fails to cure such default within twenty (20) days after receipt of said Second Notice of Default, or is such default cannot be cured within such period, City does not commence to cure such default and thereafter diligently pursue such cure to completion, then JCDecaux may terminate this Agreement upon notice of termination to City. Termination shall be effective immediately upon receipt of such notice of termination.

- D. Remedies. In the case of default, each party shall have available to it any of the remedies provided for in this Section as well as all remedies available in law and equity.
- E. Rights of Parties Accrued Prior to Termination. Termination of this Agreement shall not in any way affect the rights and obligations of the parties which have accrued prior to such termination, including without limitation, with respect to damages or amounts payable to the other party.
- F. Other Remedies. The exercise of the remedies provided for in this Section 7 shall be cumulative and shall in no way affect any other remedy the parties may have available in law or equity. The exercise by either party of any of the options set forth in this Section by commencement of legal proceedings, audit, or otherwise, shall not be deemed a waiver of its right to exercise any other option provided herein.

## **SECTION 9 INSURANCE REQUIREMENTS**

JCDecaux, at its sole cost and expense, and for the full term of the Agreement or any extensions thereof, will maintain at a minimum all of the insurance requirements listed in Attachment C. All policies, endorsements, certificates and/or binders will be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. JCDecaux agrees to provide City with a copy of said policies, certificates and/or endorsements.

## **SECTION 10 ASSIGNMENT OR TRANSFER**

This Agreement, and any portion thereof, shall not be assigned or transferred, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect.

## **SECTION 11 GOVERNING LAW**

The law governing this Agreement shall be that of the State of California.

## **SECTION 12 COMPLIANCE WITH LAW**

JCDecaux shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the preceding sentence, JCDecaux shall comply with the provisions of City's Business Tax Ordinance in Chapter 4.76 of the San Jose Municipal Code.

## **SECTION 13 VENUE**

In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara or if federal jurisdiction is appropriate, exclusively in a United States District Court for the Northern District of California, San Jose, California.

## SECTION 14 NOTICES

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall either be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties or e-mailed as follows:

To City: Department of Transportation  
200 E. Santa Clara Street  
San Jose, CA 95113  
ATTN: David Nerhood  
[David.Nerhood@sanjoseca.gov](mailto:David.Nerhood@sanjoseca.gov)  
(408) 975-3259

To JCDecaux: JCDecaux, San Francisco, Inc.  
81 Dorman Avenue, Suite B  
San Francisco, CA 94124  
ATTN: Jean-Francois Nion  
[Francois.Nion@jcdecaux.co](mailto:Francois.Nion@jcdecaux.co)  
(415) 633-1210

## SECTION 15 WAIVER

City's failure to enforce any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such terms, covenants or conditions, or any subsequent breach of the same, or any other term, covenant or condition contained herein.

## SECTION 16 BOOKS AND RECORDS

- A. JCDecaux shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to JCDecaux pursuant to this Agreement.
- B. JCDecaux shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by any of the following City officers: General Council, City Manager, City Auditor, Director of Transportation, Finance or Budget; or a designated representative of any of such officers. Copies of such documents shall be provided to City for inspection at a designated City office when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at JCDecaux's address indicated for receipt of notices in this Agreement.
- D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of JCDecaux's business, City may through



written request by any of the above-named officers, require that custody of the records or documents be given to City and that the records and documents shall be granted to any party authorized by JCDecaux, JCDecaux's representatives, or JCDecaux's successor-in-interest.

**SECTION 17 GIFTS**

- A. JCDecaux is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.
- B. JCDecaux agrees not to offer any City employee or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a breach of this Agreement by JCDecaux. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 7 of this Agreement.

**SECTION 18 SEVERABILITY**

If one or more of the provisions contained herein is for any reason held to be invalid, illegal or unenforceable in any request, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

**SECTION 19 ENTIRE AGREEMENT**

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

**WITNESS THE EXECUTION HEREOF** on the day and year first hereinabove written.

**"CITY"**

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

By \_\_\_\_\_

By \_\_\_\_\_

JON CALEGARI  
Deputy City Attorney

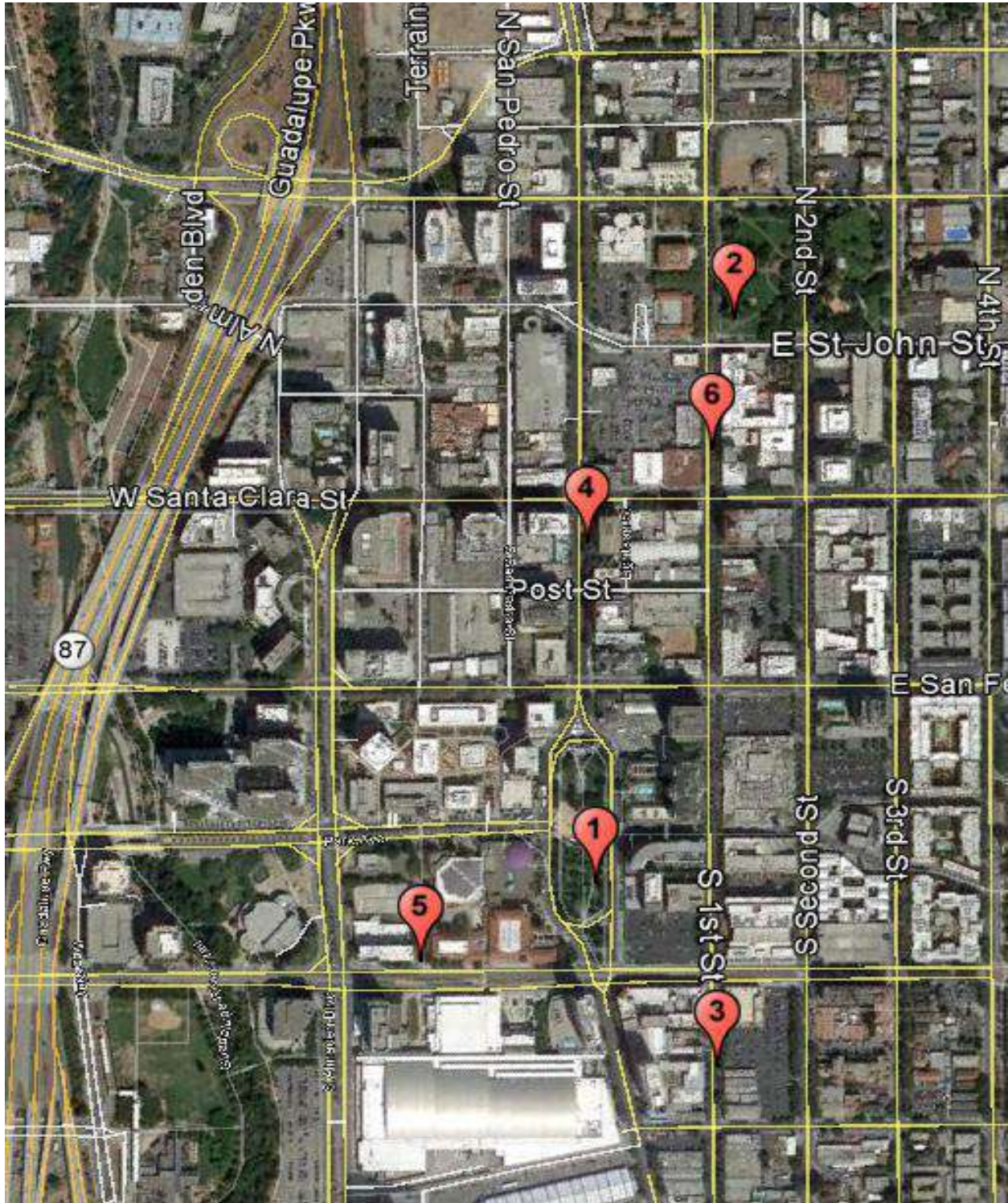
LEE WILCOX  
Chief of Staff to the City Manager

**JCDECAUX SAN FRANCISCO, LLC**

By \_\_\_\_\_

EXHIBIT A

AUTOMATIC PUBLIC TOILET LOCATIONS



## EXHIBIT B

### COMMENCEMENT OF TERM

The Parties agree that the commencement term for the APTs included within this Agreement is as follows:

- |  |                  |
|--|------------------|
| 1. 110 N. Second Street<br><i>(at St. James Park)</i>              | February 2, 2019 |
| 2. 350 S. First Street<br><i>(across from California Theatre)</i>  | April 7, 2019    |
| 3. 221 S. Market Street<br><i>(at Plaza de Cesar Chavez)</i>       | May 27, 2019     |
| 4. 6 S. Market Street<br><i>(at W. Santa Clara St)</i>             | July 14, 2019    |
| 5. 296 Almaden Blvd.<br><i>(near Civic Auditorium/Hyatt Hotel)</i> | August 27, 2019  |
| 6. 8 N. First Street<br><i>(at E. Santa Clara Street)</i>          | January 13, 2021 |

## EXHIBIT C

### INSURANCE REQUIREMENTS

JCDecaux, at its sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by JCDecaux, its agents, representatives, employees or suppliers.

#### I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001; and
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
4. Professional Liability Errors and Omissions insurance for all professional services.

There shall be no endorsements reducing the scope of coverage required above unless approved by the City's Risk Manager.

#### II. Minimum Limits of Insurance

JCDecaux shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Professional Liability Errors and Omissions \$1,000,000 per claim / Aggregate Limit.

#### III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or

self-insured retentions as respects the City, its officials, employees, agents and consultants; or JCDecaux shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

#### **IV. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **1. General Liability and Automobile Liability Coverages**

- a. The City, its officials, employees, agents and consultants are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, JCDecaux; products and completed operations of JCDecaux; premises owned, leased or used by JCDecaux; or automobiles owned, leased, hired or borrowed by JCDecaux. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and consultants.
- b. JCDecaux's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and consultants. Any insurance or self-insurance maintained by the City, its officials, employees, agents or consultants shall be excess of the consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or consultants.
- d. Coverage shall state that JCDecaux's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and consultants.

##### **2. Workers' Compensation and Employers Liability**

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, agents and consultants.

##### **3. All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

#### **V. Acceptability of Insurance**

Insurance is to be placed with insurers having a financial strength rating with A.M. Best of A-, VII or better.

## **VI. Verification of Coverage**

JCDecaux shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by JCDecaux's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov), or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose – Finance Department  
Risk & Insurance  
200 East Santa Clara St., 14th Floor  
San Jose, CA 95113-1905

## **VII. Subcontractors**

JCDecaux shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.