

**CONTINUATION AGREEMENT BETWEEN THE CITY OF
SAN JOSE AND STRADLING YOCCA CARLSON &
RAUTH FOR LEGAL SERVICES IN CONNECTION WITH
THE CITY OF SAN JOSE MULTIFAMILY HOUSING
REVENUE BONDS**

(Lenzen Square)

THIS CONTINUATION AGREEMENT is made and entered into on Aug 25, 2021, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and STRADLING YOCCA CARLSON & RAUTH, a California professional corporation (hereinafter "BOND COUNSEL").

RECITALS

WHEREAS, on February 22 2019, CITY and BOND COUNSEL entered into an agreement entitled "Agreement Between the City of San José and Stradling Yocca Carlson & Rauth for Legal Services in Connection with the City of San José Multifamily Housing Revenue Bonds (Lenzen Square)" ("AGREEMENT"); and

WHEREAS, the term of the AGREEMENT has expired, and CITY and BOND COUNSEL desire to continue the term, revise the scope of services, and increase the amount of compensation allowed;

NOW, THEREFORE, the parties agree to continue the AGREEMENT as follows:

SECTION 1. The term of the AGREEMENT, originally January 29, 2019 to June 30, 2020, is continued and retroactive for the period of July 1, 2020 through December 31, 2021.

SECTION 2. SECTION 3, "COMPENSATION" is amended to read as follows:

- "A. The compensation to be paid to BOND COUNSEL, including both payment for professional services described in Section A of

REVISED EXHIBIT A and reimbursable expenses, shall be in the amount of Thirty-Five Thousand Dollars (\$35,000.00). The compensation to be paid to BOND COUNSEL, including both payment for professional services described in Section B of REVISED EXHIBIT A and reimbursable expenses, shall be in the amount of Five Thousand Dollars (\$5,000.00). The rate of payment is set out in REVISED EXHIBIT B, entitled "COMPENSATION", which is attached hereto and incorporated herein.

- B. BOND COUNSEL agrees that in the performance of this AGREEMENT, BOND COUNSEL shall adhere to City Council Policy 1-19, the following provisions of which are made applicable to this AGREEMENT:
1. It is the policy of the CITY that CITY's funds should not be used for the purchase of single-serving bottled water.
 2. The following circumstances shall constitute exceptions to City Council Policy 1-19:
 - a. Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services.
 - b. High risk of cross-contamination with non-potable water.
 - c. Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water may need to be distributed for health and safety reasons.
 3. BOND COUNSEL acknowledges and agrees that an invoice seeking reimbursement from CITY for the cost of single-serving bottled water under the exception referenced above in Subsection 2 (c) must be accompanied by a waiver form provided by CITY and signed by the department head of the CITY department administering this AGREEMENT."

SECTION 3. EXHIBIT A, "SCOPE OF SERVICES" is amended to read as shown in REVISED EXHIBIT A, attached and incorporated into this Continuation Agreement.

SECTION 4. EXHIBIT B, "COMPENSATION" is amended to read as shown in REVISED EXHIBIT B, attached and incorporated into this Continuation Agreement.

SECTION 5. All of the terms and conditions of the original AGREEMENT not specifically modified by this Continuation Agreement shall remain in full force and effect.

SECTION 6. Use of electronic signatures: Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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

“CITY”

APPROVED AS TO FORM

CITY OF SAN JOSE, a municipal corporation

Shasta Greene
Shasta Greene (Aug 16, 2021 10:38 PDT)

S. SHASTA GREENE
Sr. Deputy City Attorney

Nora Frimann
By Nora Frimann (Aug 25, 2021 16:52 PDT)

NORA FRIMANN
City Attorney

“BOND COUNSEL”

STRADLING YOCCA CARLSON & RAUTH, a
California professional corporation

Bradley Neal
By Bradley Neal (Aug 16, 2021 08:10 AKDT)

BRADLEY R. NEAL
Vice President

Mark Skaist
By Mark Skaist (Aug 16, 2021 09:27 PDT)

MARK SKAIST
Secretary

REVISED EXHIBIT A
SCOPE OF SERVICES

- A. CITY is contemplating the issuance of City of San José Tax-Exempt Multi-Family Housing Bonds (Lenzen Square), in an aggregate principal amount not to exceed \$23,000,000 for the purpose of construction of the Lenzen Square project.

City Attorney retains BOND COUNSEL to furnish the legal services hereinafter set forth and BOND COUNSEL agrees to furnish said legal services in connection with the issuance of the BONDS:

Duties of Bond Counsel. BOND COUNSEL shall do, carry out and perform all of the following services as are necessary for the issuance of the BONDS:

- (a) Consultation and cooperation with representatives from the City Attorney's Office, the City Finance Department and the City Department of Housing, and all other officers and employees of the CITY involved in the financing, with other professional firms engaged by the CITY with respect to the issuance of the BONDS and assisting such persons in the formulation of a coordinated financial and legal financing from the proceeds of the BONDS.
- (b) Preparation of all legal proceedings deemed necessary or advisable by BOND COUNSEL for the authorization, issuance and delivery of the BONDS; including preparation of (i) documentation required for the issuance of the BONDS by the CITY, including an indenture of trust or resolution authorizing the issuance of the BONDS, resolution authorizing and directing the sale of the BONDS, all documentation required to be executed by the CITY in connection with the delivery of the BONDS to the purchasers thereof, and all agreements providing collateral security for the BONDS except as may be within the scope of responsibility of any

attorneys representing other parties to the transaction, (ii) necessary California Debt Advisory Commission and California Debt Limit Allocation Committee filings and other reports and documents required to be filed by the CITY in connection with the issuance of the BONDS, (iii) certificates, deeds, requisitions, receipts and other documents required in connection with the delivery of the BONDS to the original purchasers thereof, and (iv) other proceedings of the CITY incidental to or in connection with the issuance, sale and delivery of the BONDS.

- (c) Application for any Internal Revenue Service or other rulings deemed necessary by BOND COUNSEL (but only following consultation with and approval by the City Attorney) to ensure the exemption of interest on the Tax Exempt BONDS from federal or, if applicable, State of California personal income taxation.
- (d) Advising the CITY as to the need to register the BONDS under applicable federal securities laws or to obtain a permit to issue the BONDS under applicable State of California securities laws, or to obtain no-action letters or similar determinations from the Securities Exchange commission or California Corporations Commission.
- (e) Subject to the completion of proceedings to the satisfaction of BOND COUNSEL, providing a legal opinion (i) approving the legality of the proceedings of the CITY for the authorization, issuance and delivery of the BONDS; (ii) stating that interest on the Tax Exempt BONDS is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxation.
- (f) Reasonable legal consultation requested by the CITY concerning the BONDS and any resolutions, certificates, agreements and other

documents relating to the authorization, issuance and delivery of the BONDS at any time following issuance of the BONDS.

- (g) BOND COUNSEL shall perform such other and further services as are customarily performed by BOND COUNSEL on similar financings.

BOND COUNSEL shall not be responsible for the preparation or content of any official statement or other offering document, if any, other than to examine any such official statement or other offering document as to the accuracy in all material respects of the description of the BONDS and related bond documents drafted by BOND COUNSEL.

- B. REQUESTED AMENDMENTS. The borrower of the funds from the issuance of City of San José Tax-Exempt Multi-Family Housing Bonds (Lenzen Square) (“BORROWER”), has requested amendments to the documentation previously prepared for the issuance of the BONDS by the CITY (“Bond Documents”) to permit extension of the stabilization deadline (“Requested Amendments”) and a legal opinion of BOND COUNSEL, (i) stating that the Requested Amendments will have no adverse effect on the exclusion from gross income for federal income tax purposes of the interest on the Tax Exempt Bonds and the exemption from State of California personal income taxation of the interest on the Tax Exempt BONDS.

City Attorney retains BOND COUNSEL to furnish the legal services hereinafter set forth and BOND COUNSEL agrees to furnish said legal services in connection with the Requested Amendments to the Bond Documents:

Duties of Bond Counsel. BOND COUNSEL shall do, carry out and perform all of the following services as are necessary for the Requested Amendments to the Bond Documents:

- (a) Consultation and cooperation with representatives from the City Attorney's Office, the City Finance Department and the City Department of Housing, and all other officers and employees of the CITY involved in the financing, with other professional firms engaged by the CITY with respect to the Requested Amendments to the Bond Documents.
- (b) Preparation of all legal proceedings deemed necessary or advisable by BOND COUNSEL for the Requested Amendments to the Bond Documents; including preparation of (i) documentation required for the Requested Amendments to the Bond Documents by the CITY, including all Requested Amendments to the Bond Documents, all documentation required to be executed in connection with the Requested Amendments, except as may be within the scope of responsibility of any attorneys representing other parties to the transaction, (ii) necessary California Debt Advisory Commission and California Debt Limit Allocation Committee filings and other reports and documents required to be filed by the CITY in connection with the Requested Amendments to the Bond Documents, and (iii) other proceedings of the CITY incidental to or in connection with the Requested Amendments to the Bond Documents.
- (c) Any application for any Internal Revenue Service or other rulings deemed necessary by BOND COUNSEL (but only following consultation with and approval by the City Attorney) to ensure the exemption of interest on the Tax Exempt BONDS from federal or, if applicable, State of California personal income taxation.
- (d) Subject to the completion of Requested Amendments to the Bond Documents to the satisfaction of BOND COUNSEL, providing a legal opinion stating that the Requested Amendments, in and of themselves, shall not adversely affect interest on the Tax Exempt BONDS from being

excluded from gross income for federal income tax purposes and exempt from State of California personal income taxation.

- (e) Reasonable legal consultation requested by the CITY concerning Requested Amendments to the Bond Documents and any resolutions, certificates, agreements and other documents relating thereto at any time following completion of the Requested Amendments to the Bond Documents.

REVISED EXHIBIT B
COMPENSATION

- A. The compensation to be paid under this AGREEMENT for professional services pursuant to Section A of EXHIBIT A, including both payments for professional services and expenses (“BOND COUNSEL FEE”) shall be in the amount of Thirty-Five Thousand Dollars (\$35,000.00). The compensation to be paid under this AGREEMENT for professional services pursuant to Section B of EXHIBIT A, including both payments for professional services and expenses (“BOND COUNSEL FEE”) shall be in the amount of Five Thousand Dollars (\$5,000.00).
- B. The amount of compensation to be paid to BOND COUNSEL for professional services pursuant to Section A of EXHIBIT A is Thirty-Three Thousand Dollars (\$33,000.00). The amount of compensation to be paid to BOND COUNSEL for professional services pursuant to Section B of EXHIBIT A is Four Thousand Five Hundred Dollars (\$4,500.00).
- C. Reimbursable expenses under Section A of EXHIBIT A of this AGREEMENT shall not exceed Two Thousand Dollars (\$2,000.00). Reimbursable expenses under Section B of EXHIBIT A of this AGREEMENT shall not exceed Five Hundred Dollars (\$500.00). Ordinary and reasonable expenses, as determined by CITY, which are incurred by BOND COUNSEL in performance of this AGREEMENT, shall be reimbursed at cost (up to the maximum stated above) upon request of BOND COUNSEL and presentation of adequate documentation. Ordinary and reasonable reimbursable expenses include expenses related to document production and reproduction, travel, telecommunications (including long-distance telephone and fax services), messenger services and other document delivery services. BOND COUNSEL shall, in the case of unusual or extraordinary expenses, obtain CITY approval in writing prior to the expenditure in order to obtain reimbursement.

- D. CITY agrees to cause the Borrower to compensate BOND COUNSEL for professional services and expenses pursuant to Section B of EXHIBIT A, including both payments for professional services and expenses in accordance with the terms and conditions of this AGREEMENT.

CERTIFICATE OF INSURANCE

Number 4101

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend or alter the coverage afforded by the policy described below.

INSURED: Stradling Yocca Carlson & Rauth
660 Newport Center Drive
Newport Beach, CA 92660
Federal ID #: 95-3347002

INSURER: Attorneys Insurance Mutual Risk Retention Group, Inc.

COVERAGE: This is to certify that the policy of insurance listed below has been issued to the Insured named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all terms, exclusions and conditions of such policy. The limit shown may have been reduced by paid claims.

TYPE OF INSURANCE: Professional Liability

POLICY NUMBER: IP-0000-18/2021

POLICY PERIOD: July 1, 2021 to July 1, 2022 (12:01 a.m.)

LIMIT: A minimum of \$1,000,000 per claim and in the aggregate including defense costs excess of a self-insured retention. See attached schedule.

CANCELLATION: Should the above described policy be canceled before the expiration date thereof, the issuing company will mail 60 days written notice to the certificate holder named below. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

CERTIFICATE HOLDER: City of San José – Finance
Risk Management
200 East Santa Clara St., 14th Floor Tower
San José, CA 95113-1905

ISSUED BY: Attorneys Insurance Mutual Risk Retention Group, Inc.

DATE ISSUED: July 1, 2021



AUTHORIZED REPRESENTATIVE
Amethyst Captive Insurance Solutions, Inc.

CERTIFICATE OF INSURANCE

Attachment to Certificate No. 4101

<u>Layer</u>	<u>Limit</u>	<u>Insurer</u>
Primary	\$1 million each claim and in the aggregate	Scottsdale Insurance Company, Evanston Insurance Company, Aspen Specialty Insurance Company, Lloyds of London - Chubb UK, Lloyds of London – Munitus Syndicate, Liberty Mutual Insurance Europe Ltd. SE, QBE Specialty Insurance Company, Attorneys Insurance Mutual Risk Retention Group, Inc. and Aon Client Treaty (ACT) each for their respective percentages.

Kam Verner

AUTHORIZED REPRESENTATIVE
Amethyst Captive Insurance Solutions, Inc.

Client#: 1252713

305STRADYOC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

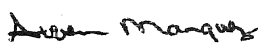
PRODUCER McGriff Insurance Services 2400 E Katella Ave Suite 1100 Anaheim, CA 92806 714 941-2800	CONTACT NAME: Kimberly Elfring
	PHONE (A/C, No, Ext): 714 941-2822 FAX (A/C, No): 877 297-9247 E-MAIL ADDRESS: kelfring@mcgriff.com
INSURED Stradling Yocca Carlson & Rauth APC 660 Newport Center Drive, Suite #1600 Newport Beach, CA 92660	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Vigilant Insurance Company 20397
	INSURER B : Federal Insurance Company 20281
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	35327003	05/01/2021	05/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			74988851	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79726620	05/01/2021	05/01/2022	EACH OCCURRENCE \$27,000,000 AGGREGATE \$27,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		71700994	11/03/2020	11/03/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Additional Insured including Primary/Noncontributory wording, Waiver of Subrogation with respects to General Liability, and Separation of Insured applies as required by written contract, per form(s) attached. Designated Insured applies to the Auto Liability as required by written contract, per form attached. Waiver of Subrogation applies to Workers Compensation per form attached. 60 Day Notice of Cancellation/Nonrenewal (20 Day in the event of non-payment) applies per form attached. (See Attached Descriptions)

CERTIFICATE HOLDER City of San Jose - Finance Risk Management 200 East Santa Clara St., 14th Floor Tower San Jose, CA 95113-1905	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

DESCRIPTIONS (Continued from Page 1)

RE: Contract Agreement; Legal Services in connection with the City of San Jose Multifamily Housing Revenue Bonds; Bond Counsel agreement
Certificate Holders name is amended to include: The City of San Jose, its officers, employees, agents and contractors.

Liability Insurance**Endorsement**

Policy Period 05/01/2021 05/01/2022

Effective Date

Policy Number 35327003

Insured Stradling Yocca Carlson & Rauth APC

Name of Company VIGILANT INSURANCE COMPANY

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).



Who Is An Insured

*Additional Insured -
Scheduled Person
Or Organization
(continued)*

- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

Stradling Yocca Carlson & Rauth APC

35327003

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

General Liability

Conditions

Other Insurance (continued)

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
 - separately to each **insured** against whom claim is made or **suit** is brought.
-



Stradling Yocca Carlson & Rauth APC

35327003

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Stradling Yocca Carlson & Rauth APC
35327003

CHUBB®

Common Policy Conditions

Contract

Conditions

The following Conditions are included under each part of the policy, unless stated otherwise.

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

Cancellation

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

Inspections And Surveys

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Conditions

Inspections And Surveys (continued)

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first named insured's last known address, written notice of the nonrenewal not less than 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: 74988851

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Stradling Yocca Carlson & Rauth APC**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**

Persons or organizations that you are obligated, pursuant to a contract or agreement between you and such person or organization, to provide with such insurance as is afforded by this policy. However, no such person or organization is an insured under this provision who is more specifically described under any other provision of the "Who Is An Insured" section of this policy (regardless of any limitation applicable thereto) or who is a branch, department, agency, corporation or other governmental authority of the Federal Government of the United States of America.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Workers' Compensation and Employers' Liability Policy

Named Insured Stradling Yocca Carlson & Rauth APC	Endorsement Number
	Policy Number Symbol: Number: 71700994
Policy Period 11/03/2020 TO 11/03/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) Vigilant Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule1. Specific Waiver

Name of person or organization

Any person or organization where you are required pursuant to a written contract or agreement to waive rights of subrogation against such person or organization.

 Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 1% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Authorized Representative



04/28/2021

McGriff Insurance Services
PO Box 819
Wilson NC 27894-0819

5400 H
City of San Jose - Finance
Risk Management
200 East Santa Clara St., 14th
Floor Tower
San Jose, CA 95113-1905

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Professional Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 664336 -001

Contractor: Stradling Yocca Carlson & Rauth

Address: 660 Newport Center Drive, Suite 1600, Newport Beach, CA 92660-6422

Phone: (949) 725-4000

Email: bneal@sycr.com

Contract Description: Continuation Agreement for bond counsel services in connection with City of San Jose Multifamily Housing Revenue Bonds (Lenzen Square)

Term Start Date: 01/29/19 Term End Date: 12/31/21 Extension: Yes

Method of Procurement: RFQ RFB, RFP or RFQ No.: 15-16-CAO-3 Date Conducted: 4/4/16

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$35,000

Amount of Increase/Decrease: \$5,000

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: \$40,000

Fund/Appropriation: Bond proceeds and borrower funds

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 3064102980

Expiration Date: 02/15/22

Department: Attorney (44)

Department Contact: Kara Lamm

Customer (Finance Only): _____

Notes:

Department Director Signature: _____


Nora Frimann (Aug 25, 2021 16:52 PDT)

Aug 25, 2021

Date

Office of the City Manager Signature: _____

Date