

**AGREEMENT BETWEEN THE CITY OF SAN JOSE AND
KUTAK ROCK LLP FOR LEGAL SERVICES IN
CONNECTION WITH CITY OF SAN JOSE MULTIFAMILY
HOUSING REVENUE BONDS**

(Algarve Apartments)

THIS AGREEMENT is made and entered into on Aug 10, 2021
("AGREEMENT"), by and between the CITY OF SAN JOSE, a municipal corporation
(hereinafter "CITY"), and KUTAK ROCK LLP, a limited liability partnership (hereinafter
"BOND COUNSEL").

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

BOND COUNSEL shall perform those services specified in detail in EXHIBIT A,
entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

A. The term of this AGREEMENT shall be retroactive from August 5, 2021
and shall continue until December 31, 2022, or until the completion of the sale, or
discontinuance or abandonment of the City of San José Multifamily Housing Revenue
Bonds (Algarve Apartments) ("BONDS"), whichever first occurs, subject to the
provisions of SECTION 10 of this AGREEMENT.

B. It is understood and agreed that BOND COUNSEL has provided services
prior to the execution of this AGREEMENT in anticipation of its execution. If CITY
accepts and approves the services provided by BOND COUNSEL prior to the date of
this AGREEMENT, CITY agrees to compensate BOND COUNSEL for those services in
accordance with the terms of this AGREEMENT. However, in no event shall BOND
COUNSEL be compensated for work performed for CITY prior to August 5, 2021.

SECTION 3. COMPENSATION.

A. The compensation to be paid to BOND COUNSEL for professional services shall be a flat fee in the amount of FIFTY THOUSAND DOLLARS (\$50,000). The rate of payment is set out in 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 4. METHOD OF PAYMENT.

All compensation and other costs and expenses are contingent upon the successful sale of the BONDS, and will be paid from the proceeds of the sale of the BONDS and/or contributions by the lenders or the developer of the Bond-financed project upon the sale of the BONDS.

SECTION 5. INDEPENDENT CONTRACTOR.

It is understood and agreed that BOND COUNSEL, in the performance of the work and services agreed to be performed by BOND COUNSEL, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, BOND COUNSEL shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and BOND COUNSEL hereby expressly waives any claim it may have to any such rights.

SECTION 6. ASSIGNABILITY.

The parties agree that the expertise and experience of BOND COUNSEL are material considerations for this AGREEMENT. BOND COUNSEL shall not assign or transfer any interest in this AGREEMENT nor the performance of any of BOND COUNSEL's obligations hereunder, without the prior written consent of CITY, and any attempt by BOND COUNSEL to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 7. INDEMNIFICATION.

A. Indemnification - Professional Malpractice.

BOND COUNSEL is skilled in the professional calling necessary to the services and duties agreed to be performed and CITY relies upon the skills and knowledge of BOND COUNSEL. BOND COUNSEL shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. BOND COUNSEL agrees to indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses, damages, costs and expenses resulting

from any professional malpractice of BOND COUNSEL, its officers, employees, agents or subcontractors determined by a court of law to have occurred in the performance of services under this AGREEMENT.

B. Indemnification - Personal Injury or Death, or Property Damage.

BOND COUNSEL shall defend, indemnify and hold harmless CITY, and its officers, agents and employees, against any claim, loss or liability regarding the personal injury or death of any person, or property damage, caused by BOND COUNSEL, its officers, agents, employees, or subcontractors while engaged in performance of this AGREEMENT, due to the willful or negligent acts (active or passive) or omissions by BOND COUNSEL, its officers, employees, agents, or subcontractors. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 8. INSURANCE REQUIREMENTS.

BOND COUNSEL agrees to have and maintain the policies set forth in EXHIBIT C, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. BOND COUNSEL agrees to provide CITY with a copy of said policies, certificates and/or endorsements at the BOND closing date.

SECTION 9. NONDISCRIMINATION.

BOND COUNSEL shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 10. TERMINATION.

A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

B. If BOND COUNSEL fails to perform any material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

C. CITY's City Attorney or his designee is empowered to terminate this AGREEMENT on behalf of CITY.

D. In the event of termination, BOND COUNSEL shall deliver to CITY copies of all reports, documents, and other work performed by BOND COUNSEL under this AGREEMENT. In the event CITY exercises its right to terminate this AGREEMENT without cause, but proceeds with the sale of the BONDS, CITY agrees to pay BOND COUNSEL for services performed and reimbursable expenses incurred to the date of termination from the proceeds of the sale of the BONDS. BOND COUNSEL recognizes and agrees that payment under this subsection D is contingent upon the sale of the BONDS.

SECTION 11. GOVERNING LAW.

CITY and BOND COUNSEL agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 12. COMPLIANCE WITH LAWS.

BOND COUNSEL 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, BOND COUNSEL shall comply with the provisions of CITY's Business Tax Ordinance in Chapter 4.76 of the San José Municipal Code.

SECTION 13. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for BOND COUNSEL in performance of this AGREEMENT are confidential and not to be disclosed to any person except as otherwise authorized by CITY or as required by law.

SECTION 14. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by BOND COUNSEL, or by any other person engaged directly or indirectly by BOND COUNSEL to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 15. WAIVER.

BOND COUNSEL agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by BOND COUNSEL shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 16. BOND COUNSEL'S BOOKS AND RECORDS.

A. BOND COUNSEL shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged 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 BOND COUNSEL pursuant to this AGREEMENT.

B. BOND COUNSEL 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 prior written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at BOND COUNSEL's address indicated for receipt of notices in this

AGREEMENT. BOND COUNSEL acknowledges that under certain circumstances specified in California Government Code Section 8546.7, this AGREEMENT (if it involves an expenditure of \$10,000 or more of public funds) may be subject to examination and audit by the Auditor of the State of California pursuant to California Government Code Section 8546.7.

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of BOND COUNSEL's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Except for any records or documents determined by the CITY to be attorney-client or work product privileged, access to such records and documents shall be granted to any party authorized by BOND COUNSEL, BOND COUNSEL's representatives, or BOND COUNSEL's successor-in-interest.

SECTION 17. CONFLICT OF INTEREST.

A. BOND COUNSEL shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

B. As of the date of entering into this AGREEMENT, BOND COUNSEL's respective employees assigned to perform services as specified in EXHIBIT A of this AGREEMENT ("Assigned Employees") shall not be required to complete and file a Form 700 Statement of Economic Interests ("Form 700") with CITY's Clerk. In the event that the CITY subsequently determines during the term of this AGREEMENT to require the Assigned Employees to complete and file a Form 700 with CITY's Clerk, CITY will notify BOND COUNSEL in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("Form 700 Notice"). BOND COUNSEL shall cause BOND COUNSEL's Assigned Employees to complete and file the Form 700 with CITY's Clerk and to submit a copy to CITY's Director of Finance, in accordance with the instructions specified in the Form 700 Notice, no later than thirty (30) days of the date of the Form 700 Notice.

SECTION 18. GIFTS.

A. BOND COUNSEL 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 José Municipal Code.

B. BOND COUNSEL agrees not to offer any CITY officer 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 material breach of this AGREEMENT by BOND COUNSEL. 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 10 of this AGREEMENT.

SECTION 19. DISQUALIFICATION OF FORMER EMPLOYEES.

BOND COUNSEL is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). BOND COUNSEL shall not utilize either directly or indirectly any officer, employee, or agent of BOND COUNSEL to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 20. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY.

A. BOND COUNSEL agrees that, in the performance of this AGREEMENT, BOND COUNSEL shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the CITY's website at the following link: <https://www.sanjoseca.gov/your-government/environment/business-school-resources/for-schools/environmentally-preferable-procurement>.

B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but not limited to:

1. Use of recycled and/or recyclable products in daily operations. (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
2. Use of Energy Star Compliant equipment.
3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
4. Internal waste reduction and reuse protocol(s).
5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 21. NOTICES.

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

TO CITY: City of San José – Office of the City Attorney
Attn: Shasta Greene, Senior Deputy City Attorney
200 E. Santa Clara Street, 16th Floor Tower
San José, CA 95113-1905
Shasta.greene@sanjoseca.gov

TO BOND COUNSEL: J. Toger Swanson
Kutak Rock LLP
1620 Farnam Street
Omaha, NE 68102
Toger.swanson@kutakrock.com

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the United States mail.

SECTION 22. VENUE.

In the event that suit shall be brought by either party to this contract, 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 the United States District Court, Northern District of California, San José, California.

SECTION 23. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

SECTION 24. NO THIRD PARTY BENEFICIARY.

It is expressly understood and agreed that pursuant to this AGREEMENT, an attorney-client relationship is formed solely between BOND COUNSEL and the CITY, and with no other individual or entity, including any resident of the CITY. The parties do not intend that any third party is a beneficiary of this AGREEMENT.

SECTION 25. 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.

(Signatures continue on the following page)

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

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

Shasta Greene

Shasta Greene (Aug 9, 2021 16:56 PDT)

S. SHASTA GREENE
Senior Deputy City Attorney

Nora Frimann

By: Nora Frimann (Aug 10, 2021 12:57 PDT)

NORA FRIMANN
City Attorney

“BOND COUNSEL”

KUTAK ROCK LLP, a limited liability
partnership

J. Toger Swanson

By: J. Toger Swanson (Aug 9, 2021 18:17 CDT)

J. TOGER SWANSON
Partner

EXHIBIT A
SCOPE OF SERVICES

CITY is contemplating the issuance of City of San José Tax-Exempt Multi-Family Housing Bonds (Algarve Apartments), in an aggregate principal amount not to exceed \$39,000,000 for the purpose of the construction of the Algarve Apartments 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.

EXHIBIT B
COMPENSATION

The compensation to be paid under this AGREEMENT for professional services (“BOND COUNSEL FEE”) shall be a flat fee in the amount of Fifty Thousand Dollars (\$50,000.00). There are no reimbursable expenses. CITY agrees to compensate BOND COUNSEL in accordance with the terms and conditions of this AGREEMENT from bond proceeds, contingent on the successful sale of the BONDS.

EXHIBIT C
INSURANCE

BOND COUNSEL, at BOND COUNSEL's 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 BOND COUNSEL, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Minimum Limits of Insurance

BOND COUNSEL shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial 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; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions: \$1,000,000 per occurrence/aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or BOND COUNSEL shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, BOND COUNSEL; products and completed operations of BOND COUNSEL; premises owned, leased or used by BOND COUNSEL; and automobiles owned, leased, hired or borrowed by BOND COUNSEL. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
- b. BOND COUNSEL's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of BOND COUNSEL's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by BOND COUNSEL shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage shall state that BOND COUNSEL'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 officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

BOND COUNSEL shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. 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.

Proof of insurance shall be either emailed in pdf format to 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 CITY's Risk Manager:

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

G. Subcontractors

BOND COUNSEL shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2021

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 200 S Wacker Dr Ste 3030 Chicago IL 60606	CONTACT NAME: Angela Fleege PHONE (A/C No. Ext): 312-930-1967 E-MAIL ADDRESS: angelaf@proquestinsurance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 0C36861 KUTAROC-01	INSURER A: Scottsdale Insurance Company	NAIC # 41297
INSURED Kutak Rock LLP The Omaha Building 1650 Farnam Street Omaha NE 68102	INSURER B: Ironshore Specialty Insurance	25445
	INSURER C: QBE Specialty Insurance Compan	11515
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1474003597

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LWS0000917	6/15/2021	6/15/2022	See Description
B	Professional Liability			LPL7CAB0U5U002	6/15/2021	6/15/2022	See Description
C	Professional Liability			QPL0124651	6/15/2021	6/15/2022	See Description

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits of Liability in excess of: \$1,000,000 per Claim/\$2,000,000 Aggregate

Claims-made coverage

Insurers Affording Coverage schedule continued on Attachment A

Self-insured Retention: \$1,000,000 per Claim/\$2,000,000 Aggregate/\$100,000 Maintenance

CERTIFICATE HOLDER**CANCELLATION**

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

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Kutak Rock LLP

Certificate of Professional Liability Insurance

Policy Term: June 15, 2021 – June 15, 2022

Attachment A

	Insurer Affording Coverage:	Policy Number:	Policy Term:	NAIC or AIN#
Insurer D:	Gotham Insurance Company	PL2021LPL90070	6/15/2021 – 6/15/2022	25569
Insurer E:	Endurance American Specialty Insurance Co.	LPL10013153903	6/15/2021 – 6/15/2022	41718
Insurer F:	National Fire and Marine Insurance Company	45-EPP-302670-06	6/15/2021 – 6/15/2022	20060
Insurer G:	Travelers Excess and Surplus Lines Company	107106135	6/15/2021 – 6/15/2022	29696
Insurer H:	Everest Indemnity Insurance Company	PL5EE00093-211	6/15/2021 – 6/15/2022	10851
Insurer I:	Indian Harbor Insurance Co	LPE 9038997-02	6/15/2021 – 6/15/2022	36940
Insurer J:	HDI Global Specialty SE	LDUSA2105023	6/15/2021 – 6/15/2022	AA1340041
Insurer K:	Markel Bermuda Limited	LDUSA2105023	6/15/2021 – 6/15/2022	AA3190829
Insurer L:	Associated Industries Insurance Company	AES121112800	6/15/2021 – 6/15/2022	23140
Insurer M:	Peleus Insurance Company	XPL409495-4	6/15/2021 – 6/15/2022	34118
Insurer N:	Great American Fidelity Insurance Company	LAXE558606	6/15/2021 – 6/15/2022	41858
Insurer O:	Nautilus Insurance Company	PLX_1000450_P-1	6/15/2021 – 6/15/2022	17370
Insurer P:	Starr Surplus Lines Insurance Company	1000634755211	6/15/2021 – 6/15/2022	13604
Insurer Q:	Aspen Specialty Insurance Company	LXA72GQ21 & LX00MAG21	6/15/2021 – 6/15/2022	10717
Insurer R:	Canopus Insurance Svcs; Lloyd's Syndicate 4444	LDUSA2105091	6/15/2021 – 6/15/2022	AA1122000
Insurer S:	Underwriters at Lloyd's	LDUSA2105091	6/15/2021 – 6/15/2022	AA1122000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2020

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145	CONTACT NAME: Patt Pierce PHONE (A/C No. Ext): 402-861-7000 E-MAIL ADDRESS: patt.pierce@hakco.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED Kutak Rock LLP 1650 Farnam St Omaha NE 68102-2186	INSURER A : Travelers Property Casualty of America		NAIC # 25674
	INSURER B : The Phoenix Insurance Co		25623
	INSURER C : Charter Oak Fire Insurance Co.		25615
	INSURER D : Travelers Indemnity Co.		25658
	INSURER E : INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2074441169

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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:			6309257N149PHX20	9/20/2020	9/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA5N857686	9/20/2020	9/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP8J567763	9/20/2020	9/20/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		UB5J681290	9/20/2020	9/20/2021	<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
A	Workers Compensation-California			UB5J697908	9/20/2020	9/20/2021	EaAcc/Emp/Limit \$1MM/\$1MM/\$1MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of San José, its officers, employees, agents and contractors are primary, non contributory additional insured for general liability if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract. Waiver of Subrogation applies for general liability if required by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

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

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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: New Contract

Type of Contract: Professional Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667063-000

Contractor: Kutak Rock LLP

Address: 1620 Farnam Street Omaha, NE 68102

Phone: 402.231.8805

Email: toger.swanson@kutakrock.com

Contract Description: Agreement for Legal Services in connection with City of San José Multifamily Housing Revenue Bonds (Algarve Apartments)

Term Start Date: 8/5/21 Term End Date: 12/31/22 Extension: No

Method of Procurement: RFQ RFB, RFP or RFQ No.: 20-21-CAO-01 Date Conducted: 11/16/20

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$50,000

Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: _____

Fund/Appropriation: bond proceeds

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 0734114360

Expiration Date: _____

Department: Attorney (44)

Department Contact: Kara Lamm

Customer (Finance Only): _____

Notes:

Department Director Signature: *Nora Frimann* Nora Frimann (Aug 10, 2021 12:57 PDT) Aug 10, 2021
Date

Office of the City Manager Signature: _____
Date