

**AGREEMENT BETWEEN THE CITY OF SAN JOSE
AND JONES HALL, A PROFESSIONAL LAW
CORPORATION, FOR BOND COUNSEL SERVICES
IN CONNECTION WITH THE CITY OF SAN JOSE
FINANCING AUTHORITY'S LEASE REVENUE
COMMERCIAL PAPER PROGRAM**

THIS AGREEMENT is made and entered into on Sep 12, 2021, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and JONES HALL, a Professional Law Corporation (hereinafter "BOND COUNSEL").

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

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

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be retroactive to July 1, 2021, and shall extend through October 31, 2021, subject to the provisions of SECTION 9 of this AGREEMENT.

SECTION 3. COMPENSATION.

A. The total compensation to be paid to BOND COUNSEL shall be a flat fee in the amount of NINETY THOUSAND DOLLARS (\$90,000) The method of payment is set out in EXHIBIT C, 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. 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 5. **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 6. **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, 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 or employees while engaged in performance of this AGREEMENT, due to the willful or negligent acts (active or passive) or omissions

by BOND COUNSEL's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 7. INSURANCE REQUIREMENTS.

BOND COUNSEL agrees to have and maintain the policies set forth in EXHIBIT D, 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") of the City of San José 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 upon execution of this AGREEMENT.

SECTION 8. 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 9. 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 of its 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 the City Attorney's designee is empowered to terminate this AGREEMENT on behalf of CITY.

D. In the event of termination, BOND COUNSEL shall deliver to the City Attorney copies of all reports, documents, and other work performed by BOND COUNSEL under this AGREEMENT within five (5) business days of the date of termination, and upon receipt thereof, CITY shall pay BOND COUNSEL for services performed and reimbursable expenses incurred to the date of termination.

SECTION 10. GOVERNING LAW.

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

SECTION 11. 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 12. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY.

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>.

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

- A. 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.)
- B. Use of Energy Star Compliant equipment.
- C. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
- D. Internal waste reduction and reuse protocol(s).
- E. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

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 contemplated by EXHIBIT B of this AGREEMENT, or 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 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 no cost to CITY, at any time during regular business hours, upon written request by the City Attorney or the City Attorney's designated representative. Copies of such documents shall be provided to CITY for inspection at the Office of the City Attorney 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 the Office of the City Attorney. 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 employees assigned to perform services as specified in EXHIBIT B of this AGREEMENT ("BOND COUNSEL's Assigned Employees") shall not be required to complete and file a Form 700 with CITY's Clerk. In the event that the CITY subsequently determines to require BOND COUNSEL's 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 the City Attorney, 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 9 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. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT E, entitled, "SPECIAL PROVISIONS," which is attached hereto and incorporated herein.

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: Karin Murabito, Sr. Deputy City Attorney
200 East Santa Clara Street, 16th Floor Tower
San José, CA 95113-1905

TO BOND COUNSEL: Juan M. Galvan
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, CA 94111

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

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

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE,
a municipal corporation

Karin Murabito
Karin Murabito (Sep 12, 2021 14:29 PDT)
KARIN M. MURABITO
Senior Deputy City Attorney

By: *Nora Frimann*
Nora Frimann (Sep 12, 2021 15:26 PDT)
NORA FRIMANN
City Attorney

“BOND COUNSEL”

JONES HALL, A Professional Law
Corporation


By: 
Name: Juan M. Galvan
Title: Shareholder
Fed. Id. No. On File

EXHIBIT A
RECITALS

WHEREAS, the CITY desires to obtain legal services to be provided to CITY and the City of San José Financing Authority (the “Authority”) to amend the Letter of Credit and Reimbursement Agreement with U.S. Bank, National Association (“U.S. Bank”), dated as of February 1, 2013, as amended, to extend the letter of credit of U.S. Bank supporting the Authority’s Lease Revenue Commercial Paper Notes, Series 2 and Series 2-T for three years from February 23, 2022 to March 24, 2025, and increase the aggregate principal amount of the Commercial Paper Program from \$125 million to \$175 million; and

WHEREAS, BOND COUNSEL has the necessary professional expertise and skill to provide such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain BOND COUNSEL to perform those services specified in SECTION 1 and EXHIBIT B of this AGREEMENT.

EXHIBIT B
SCOPE OF SERVICES

A. Overview.

The Authority has established a lease revenue commercial paper program pursuant to which the Authority may issue both taxable and tax-exempt commercial paper notes (“Commercial Paper Program”) for the purpose of assisting CITY with various projects and authorized purposes and to pay for costs related to the issuance of the Notes (as defined below).

The tax-exempt lease revenue commercial paper notes are designated as the “City of San José Financing Authority Tax-Exempt Lease Revenue Commercial Paper Notes” and the taxable lease revenue commercial paper notes are designated as the “City of San José Financing Authority Taxable Lease Revenue Commercial Paper Notes” (collectively, the “Notes”).

B. Services.

BOND COUNSEL shall provide the following services:

1. Consultation with the CITY, its counsel and consultants and any financial consultants, dealers, and U.S. Bank, and other financing participants and their counsel, concerning the amendment to the Letter of Credit and Reimbursement Agreement with U.S. Bank, dated as of February 1, 2013, as amended (the U.S. Bank Reimbursement Agreement) to extend the letter of credit of U.S. Bank supporting the Authority’s Lease Revenue Commercial Paper Notes, Series 2 and Series 2-T for three years from February 23, 2022 to March 24, 2025, and increase the aggregate principal amount of the Commercial Paper Program from \$125 million to

\$175 million (such extension and increase hereinafter referred to as the Letter of Credit Extension).

2. Preparation of the proceedings required in order to implement the Letter of Credit Extension, including without limitation:
 - a. prepare any required public hearing notices to implement the Letter of Credit Extension;
 - b. prepare any notices that may be required in connection with the termination of the letter of credit issued by State Street supporting the Authority's Lease Revenue Commercial Paper Notes, Series 1 and Series 1-T to implement the Letter of Credit Extension; and
 - c. prepare, as necessary, amendments to, or supplemental agreements to, the agreements which authorized the issuance of the Notes or which are necessary for the issuance of the Notes (excluding the agreement referenced in paragraph 4 below) to implement the Letter of Credit Extension.
3. Preparation of any ordinances and resolutions to be adopted by the City Council and the Authority Board at a joint meeting of the CITY and Authority to: (a) authorize the Letter of Credit Extension, and (b) authorize execution of other necessary legal documents. If requested by the CITY, BOND COUNSEL shall attend such joint meeting and be prepared to address any legal questions related to the issuance of the Notes and Letter of Credit Extension.
4. Review and advise CITY on the amendment to the U.S. Bank Reimbursement Agreement and the fee agreement prepared by counsel to U.S. Bank in connection with the Letter of Credit Extension.

5. Review the revised offering memorandum describing the Notes prepared by the Dealer in connection with the Letter of Credit Extension, and, if requested, participation in meetings regarding such offering memorandum. BOND COUNSEL will not be responsible for the preparation or content of the revised offering memorandum, except those portions of the document that describe the documents or opinions prepared by BOND COUNSEL related to the issuance of the Notes.
6. Assistance in obtaining any governmental approvals necessary as a condition precedent to the issuance of the Notes.
7. Coordination of the issuance of the title policy to be issued by a title company ("Title Policy Issuer") in connection with the issuance of the Letter of Credit Extension, review of *proforma* title reports prepared by the Title Policy Issuer for conformance with any requirements of U.S. Bank, and preparation of recording instructions of the various documents to be recorded in connection with the Letter of Credit Extension.
8. Attendance at, and participation in, any meetings requested by the CITY.
9. Preparation of transcripts for the financing participants and the organization and conducting of the closing.
10. Assist the CITY in preparing any material events notice required pursuant to Securities and Exchange Commission Rule 15c2-12 (b)(5)(i)(C)(15) that is required to be posted to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA").

11. Assist CITY in drafting the footnote in the CITY's basic financial statements for fiscal year 2021-2022 related to the Notes and the U.S. Bank Reimbursement Agreement as requested by the CITY. This task is to be completed no later than October 1, 2021.

12. Such other legal services as may be incidental to the foregoing, including services requiring BOND COUNSEL's tax lawyers.

EXHIBIT C
COMPENSATION

- A. The compensation to be paid under this AGREEMENT shall be a flat fee in the amount of Ninety Thousand Dollars (\$90,000). There are no reimbursable expenses.

- B. CITY agrees to compensate BOND COUNSEL in accordance with the terms and conditions of this AGREEMENT at the closing of the Letter of Credit Extension. In order to receive payment, BOND COUNSEL shall first submit to the City Attorney an invoice for the services rendered.

EXHIBIT D
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 provided by 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 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.

3. All Coverages

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

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 address as may be directed in writing by the Risk Manager:

City of San José—Finance
Risk Management
200 East Santa Clara Street, 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.

EXHIBIT E
SPECIAL PROVISIONS

It is understood and agreed that BOND COUNSEL has provided services prior to the execution of this AGREEMENT in anticipation of its execution. CITY hereby 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 July 1, 2021.

Jones Hall Agreement

Final Audit Report

2021-09-12

Created:	2021-09-03
By:	Kara Lamm (kara.lamm@sanjoseca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATf9i5XZvhr7_j-zyalbLcjO3lc4dWRIW

"Jones Hall Agreement" History

-  Document created by Kara Lamm (kara.lamm@sanjoseca.gov)
2021-09-03 - 11:04:32 PM GMT- [REDACTED]
-  Document emailed to Juan Galvan (jgalvan@joneshall.com) for signature
2021-09-03 - 11:05:36 PM GMT
-  Email viewed by Juan Galvan (jgalvan@joneshall.com)
2021-09-12 - 9:15:44 PM GMT- [REDACTED]
-  Document e-signed by Juan Galvan (jgalvan@joneshall.com)
Signature Date: 2021-09-12 - 9:26:09 PM GMT - Time Source: server- [REDACTED]
-  Document emailed to Karin Murabito (karin.murabito@sanjoseca.gov) for signature
2021-09-12 - 9:26:11 PM GMT
-  Email viewed by Karin Murabito (karin.murabito@sanjoseca.gov)
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-  Document e-signed by Karin Murabito (karin.murabito@sanjoseca.gov)
Signature Date: 2021-09-12 - 9:29:40 PM GMT - Time Source: server- [REDACTED]
-  Document emailed to Nora Frimann (nora.frimann@sanjoseca.gov) for signature
2021-09-12 - 9:29:41 PM GMT
-  Email viewed by Nora Frimann (nora.frimann@sanjoseca.gov)
2021-09-12 - 10:25:34 PM GMT- [REDACTED]
-  Document e-signed by Nora Frimann (nora.frimann@sanjoseca.gov)
Signature Date: 2021-09-12 - 10:26:00 PM GMT - Time Source: server- [REDACTED]
-  Agreement completed.
2021-09-12 - 10:26:00 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2021

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 Calender-Robinson Company, Inc. 0267063 233 Sansome St. Ste 508 San Francisco CA 94104		CONTACT NAME Nenetta Murata PHONE (A/C, No, Ext) (415) 978-3800 E-MAIL ADDRESS nmurata@calrob.com FAX (A/C, No) (415) 978-3825	
INSURED Jones Hall, a Professional Law Corporation 475 Sansome St Ste 1700 San Francisco CA 94111		INSURER(S) AFFORDING COVERAGE INSURER A Sentinel Insurance Co., LTD INSURER B Republic Indemnity Co of America INSURER C INSURER D INSURER E INSURER F	
		NAIC # 11000	

COVERAGES

CERTIFICATE NUMBER: CL2132829193

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLA MS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57SBANK7611	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBANK7611	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY NJURY (Per person)	\$
							BODILY NJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLA MS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBANK7611	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROP R ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	168749-16	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
							E.L. EACH ACC DENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	EMPLOYEE BENEFITS			57SBANK7611	10/01/2020	10/01/2021	EACH CLAIM	\$2,000,000
							AGGREGATE	\$4,000,000

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

City of San José, its officer, officials, employees, and volunteers is are additional insureds subject to the policy terms, conditions and exclusions. Waiver of Subrogation applies to Workers Comp. *10-day notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of San Jose - Office of the City Attorney
 Attn: Shasta Greene, Senior De
 200 E. Santa Clara Street, 16t
 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

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AGENCY CUSTOMER ID: 00000187

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Calender-Robinson Company, Inc.		NAMED INSURED Jones Hall, a Professional Law Corporation	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

BUSINESS PERSONAL PROPERTY - \$1,302,200
BUSINESS INCOME & EXTRA EXPENSE - 12 MONTHS ACTUAL LOSS SUSTAINED
POLICY NUMBER: 57SBANK7611
EFFECTIVE DATE: 10/01/2020 - 10/01/2021

Named Insured: **Jones Hall, A Professional Law Corporation**
Policy Number: **57SBANK7611**

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

6. Additional Insureds When Required By Written Contract, Written Agreement or Permit

The person(s) or organization(s) identified in Paragraphs **a** through **f** below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

- (1) Any other party or organization who is not an insured under Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: (a) The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawing specifications; or (b) Supervisory, inspection, architectural or engineering activities

E.7.b. (7) b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance

8. Transfer Of Rights Of Recovery Against Others To Us

b. Waiver of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California		

This endorsement provides a blanket waiver of subrogation applicable to all jobs for persons or organizations whom the Named Insured has agreed by written contract to furnish this waiver. The charge for this endorsement shall be 5% of total manual premium, subject to a minimum premium of \$250. This charge will be billed on your next invoice based on current manual premium, and the final charge will be calculated and billed at the final audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of America	
Company Number	19739
Insured	Jones Hall, A Professional Law Corporation
Policy Number	168749-16
Endorsement Number	3
Endorsement Effective	April 01, 2021
Printed On	March 25, 2021

Countersigned by : _____

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
March 2, 2021

PRODUCER

Chamber Insurance Agency Services, L.L.C.
20 Commerce Drive, 2nd Floor
Cranford, NJ 07016

Phone No. 973-731-0806
Fax No. 973-731-3035

INSURED

Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Allied World Surplus Lines Insurance Company
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> <input type="checkbox"/>				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one Fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY				<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
X	OTHER Lawyers Professional Liability Insurance	0311-7303	2/25/21	2/25/22	\$250,000 deductible w/ Limits of Liability of \$5,000,000/\$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

John P. Ferreira

AUTHORIZED REPRESENTATIVE

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 # 667126-000

Contractor: Jones Hall, A Professional Law Corporation

Address: 475 Sansome Street, Suite 1700 San Francisco, CA 94111

Phone: (415) 391-5780

Email: jgalvan@joneshall.com

Contract Description: Agreement for Bond Counsel Services in Connection with the City of San Jose Financing Authority's Lease Revenue Commercial Paper Program

Term Start Date: 07/01/21 Term End Date: 10/31/21 Extension: No

Method of Procurement: RFQ RFB, RFP or RFQ No.: 20-21-CAO-04 Date Conducted: 11/16/20

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$90,000

Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: _____

Fund/Appropriation: proceeds from the issuance of the Notes

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 2325424565


Expiration Date: 04/15/22

Department: Attorney (44)

Department Contact: Kara Lamm

Customer (Finance Only): _____

Notes:

Department Director Signature:  Sep 12, 2021 _____
Date

Office of the City Manager Signature: _____
Date