

**AGREEMENT BETWEEN THE CITY OF SAN JOSE AND
HAWKINS, DELAFIELD & WOOD LLP
FOR BOND COUNSEL SERVICES
(2022 TAX AND REVENUE ANTICIPATION NOTES)**

THIS AGREEMENT is made and entered into on Jun 7, 2022, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and HAWKINS, DELAFIELD & WOOD LLP, a New York limited liability partnership (hereinafter "BOND COUNSEL").

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 February 28, 2022, and shall continue until September 30, 2022, or until the completion of the sale of the Notes (as defined in EXHIBIT A), or discontinuance or abandonment of the sale of the Notes, 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. 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 February 28, 2022.

SECTION 3. COMPENSATION.

- A. The compensation to be paid to BOND COUNSEL shall be a flat fee in the amount of Fifty Thousand Dollars (\$50,000), as specified 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, if any, are contingent upon the successful sale of the Notes, and will be paid from the proceeds of the sale of the Notes as specified in EXHIBIT B.

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 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 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") 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 before payment is made under this AGREEMENT.

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 Notes (as described in EXHIBIT A), 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 Notes. BOND COUNSEL recognizes and agrees that payment under this subsection D is contingent upon the sale of the Notes.

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 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 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 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 each cause their respective Assigned Employees to complete and file the Form 700 with CITY's Clerk and to submit a copy to CITY's 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 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:

Nora Frimann, City Attorney
Office of the City Attorney
Attention: Rosa Tsongtaatarii
City of San José
200 East Santa Clara Street, 16th Floor
San José, CA 95113-1905
rosa.tsongtaatarii@sanjoseca.gov

To BOND COUNSEL: Sean Tierney, Esq.
Hawkins Delafield & Wood LLP
One Embarcadero Center, Suite 3820
San Francisco, CA 94111
stierney@hawkins.com

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



ROSA TSONGTAATARII
Senior Deputy City Attorney



By: [Nora Frimann \(Jun 7, 2022 09:05 PDT\)](#)

NORA FRIMANN
City Attorney

"BOND COUNSEL"

HAWKINS, DELAFIELD & WOOD LLP,
a New York limited liability partnership



[Michael S Tierney \(May 26, 2022 17:41 EDT\)](#)

SEAN TIERNEY
Partner
Federal Tax Identification No.: On file

EXHIBIT A
SCOPE OF SERVICES

A. Transaction Overview. CITY is contemplating the issuance of two notes designated the City of San José 2022 Tax and Revenue Anticipation Notes (the “Notes”) to be purchased by Bank of America, N.A. Association (the “Purchaser”) from the CITY in accordance with the Note Purchase Agreement tentatively dated as of July 1, 2022 between the CITY and the Purchaser in the aggregate amount not to exceed \$360,000,000 pursuant to Government Code Sections 53850 to 53858, inclusive, in order to provide the funds necessary to satisfy certain of CITY’s obligations payable from CITY’s General Fund during fiscal year 2022-2023 pending CITY’s receipt of taxes, income, revenue and other moneys to be received for or accrued to the General Fund during fiscal year 2022-2023. It is anticipated that the proposed City of San José 2022 Tax and Revenue Anticipation Notes will include two Notes in the aggregate amount of \$360,000,000 with fixed rate basis; and negotiate 80-month or 12-month maturity depending on market conditions. Interest on the Notes will be subject to Federal income tax but exempt from the State of California personal income taxation. The sale of the Notes will be by private placements to the Purchaser described above.

The closing date for the sale of the Notes is anticipated to occur on July 1, 2022 (“Closing Date”). The parties acknowledge and agree that the anticipated Closing Date is only an estimate and that the closing may occur later than July 1, 2022.

B. Duties of BOND COUNSEL. BOND COUNSEL agrees that it shall provide legal services to CITY for the proposed issuance, sale and delivery of the Notes that may include, but shall not be limited to, the tasks listed below.

1. Advise CITY staff, including representatives of CITY's City Attorney's Office and other members of the financing team, as designated by representatives of CITY's City Attorney's Office (i) on the terms of any agreements, certificates and opinions required by the Purchaser and their counsel and (ii) as to the legal sufficiency of the proceedings for the issuance of the Notes.
2. Upon request by CITY, attend all meetings of the City Council, staff, or other public or private meetings which are necessary to initiate, conduct or complete the proceedings for the issuance of the Notes.
3. Preparation of all legal proceedings deemed necessary or advisable by BOND COUNSEL for the authorization, issuance, sale and delivery of the Notes including preparation of (i) documentation required for the issuance of the Notes by the CITY, including a resolution authorizing the issuance of the Notes and authorizing and directing the sale and delivery of the Notes, (ii) California Debt Advisory Commission and California Debt Limit Allocation Committee filings and other reports, if any, and documents required to be filed by the CITY in connection with the issuance of the Notes, (iii) certificates and other documents required in connection with the delivery of the Notes to the Purchaser thereof, and (iv) other proceedings of the CITY incidental to or in connection with the issuance, sale and delivery of the Notes.
4. Advise the CITY as to legal requirements related to the registration of the Notes under applicable laws, including without limitation, state and federal securities laws.
5. Subject to the completion of proceedings to the satisfaction of BOND COUNSEL, providing a legal opinion addressed to the Purchaser (i)

approving the validity of the Notes; and (ii) stating that interest on the Notes is exempt from State of California personal income taxation.

6. Prepare the final closing papers for the execution and delivery of the Notes Purchase Agreement and the issuance of the Notes.
7. Organize and conduct the pre-closing and participate in the closing. It is contemplated that the pre-closing will be conducted through email as opposed to an in-person meeting of the parties at BOND COUNSEL's offices. Following the closing, prepare and deliver a transcript of the documents related to the issuance of the Notes on a compact disc to the CITY's City Attorney, CITY's Department of Finance and the Purchaser at their respective addresses as listed on the Distribution List prepared by CITY's municipal advisor.
8. Assist CITY in preparing the 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") pursuant to CITY's continuing disclosure certificate entered into in connection with the CITY's 2019 and 2021 General Obligation Bonds.
9. Assist CITY in drafting the footnote in the CITY's basic financial statements for fiscal year 2021-2022 related to the Notes to address the requirements of Governmental Accounting Standards Board Statement No. 88. This task is to be completed no later than September 1, 2022 in connection with CITY's preparation of CITY's basic financial statements for fiscal year 2021-2022.
10. BOND COUNSEL shall perform such other and further services as are customarily performed by BOND COUNSEL on similar financings.

EXHIBIT B
COMPENSATION

- A. The compensation to be paid under this AGREEMENT shall be a flat fee in the amount of Fifty Thousand Dollars (\$50,000). There are no reimbursable expenses.

- B. CITY agrees to compensate BOND COUNSEL in accordance with the terms and conditions of this AGREEMENT from proceeds of the sale of the Notes, contingent on the successful sale of the Notes and the CITY's receipt of the proceeds of such sale. In order to receive payment, BOND COUNSEL shall first submit to the City Attorney an invoice for the services rendered.

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 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.



May 27, 2022

City of San José
Risk Management
200 East Santa Clara Street
14th Floor Tower
San José, CA 95113-1905

Attn: Finance

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Hawkins Delafield & Wood LLP has Professional Liability Coverage under Policy LPL-1893-2022 with limits of liability not less than \$1,000,000 per claim and \$1,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2022 to January 1, 2023.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

A handwritten signature in black ink that reads "Anne M. Mahoney". The signature is written in a cursive style with a long, sweeping tail on the letter "y".

By:

Anne M. Mahoney
Assistant Director of Underwriting

Date: 5/27/2022

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2021

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 Arthur J. Gallagher Risk Management Services, Inc. 200 Jefferson Park Whippany NJ 07981 | CONTACT NAME: PHONE (A/C. No. Ext): 800-350-8005 | | FAX (A/C. No.): |
| | E-MAIL ADDRESS: | | |
| INSURED Hawkins Delafield & Wood LLP 7 World Trade Center 250 Greenwich Street, 41st Floor New York NY 10007-2442 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Great Northern Insurance Company | | 20303 |
| | INSURER B : Federal Insurance Company | | 20281 |
| | INSURER C : Bankers Standard Insurance Company | | 18279 |
| | INSURER D : | | |
| | INSURER E : | | |
| INSURER F : | | | |

COVERAGES

CERTIFICATE NUMBER: 15263158

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 <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: | Y | Y | 35829933 | 12/31/2021 | 12/31/2022 | 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 | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 74992354 | 12/31/2021 | 12/31/2022 | 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 79836646 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE | \$ 9,000,000 |
| | | | | | | | AGGREGATE | \$ 9,000,000 |
| | | | | | | | | \$ |
| C | 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 | | 71636057 | 12/31/2021 | 12/31/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | Y | N/A | | | | 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)

The City of San Jose, its officers, employees, agents, and contractors are Additional Insured as respects General Liability and Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing, where required by written contract. Waiver of Subrogation applies to additional insured, as respects General Liability, Auto Liability and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions, where required by written contract. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of San José - Finance Risk Management 200 East Santa Clara Street, 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  |
|--|---|

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Endorsement

| | |
|------------------------|--|
| <i>Policy Period</i> | DECEMBER 31, 2021 TO DECEMBER 31, 2022 |
| <i>Effective Date</i> | DECEMBER 31, 2021 |
| <i>Policy Number</i> | 3582-99-33 DTO |
| <i>Insured</i> | HAWKINS DELAFIELD & WOOD, LLP |
| <i>Name of Company</i> | GREAT NORTHERN INSURANCE COMPANY |
| <i>Date Issued</i> | DECEMBER 15, 2021 |

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).
- 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.

Liability Endorsement
(continued)

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



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 # 667688-000

Contractor: Hawkins, Delafield & Wood LLP

Address: One Embarcadero Center, Suite 3820, San Francisco, CA 94111

Phone: (415) 486-4201

Email: stierney@hawkins.com

Contract Description: Agreement for Bond Counsel Services (2022 Tax and Revenue Anticipation Notes)

Term Start Date: 02/28/22 Term End Date: 09/30/22 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: Proceeds of the sale of the Notes

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 1825757540

Expiration Date: 06/15/22

Department: Attorney (44)

Department Contact: Kara Lamm

Customer (Finance Only): _____

Notes:

Department Director Signature: 
Nora Frimann (Jun 7, 2022 09:05 PDT)

Jun 7, 2022

Date

Office of the City Manager Signature: _____

Date