

**AGREEMENT BETWEEN THE CITY OF SAN JOSE AND
ORRICK, HERRINGTON & SUTCLIFFE, LLP, FOR BOND
COUNSEL SERVICES IN CONNECTION WITH THE
ISSUANCE OF CITY OF SAN JOSE FINANCING
AUTHORITY WASTEWATER REVENUE BONDS 2022B**

THIS AGREEMENT is made and entered into this 16th day of November, 2022 by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and ORRICK, HERRINGTON & SUTCLIFFE, LLP, a California 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 July 1, 2022, and shall extend through December 31, 2023, subject to the provisions of SECTION 10 and EXHIBIT B 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 EXHIBIT B of this AGREEMENT. However, in no event shall BOND COUNSEL be compensated for work performed for CITY prior to July 1, 2022.

SECTION 3. COMPENSATION.

- A. The compensation to be paid to BOND COUNSEL shall be a flat fee in the amount of One Hundred Thirty-Seven Thousand Dollars (\$137,000), as set forth

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.

The method of payment of compensation under this AGREEMENT is set forth 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 and against any and all third party claims, suits and actions, and all associated damages, settlements, losses, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, to the extent finally determined to have resulted from BOND COUNSEL's negligent performance of the services set forth in this AGREEMENT.

Notwithstanding the foregoing, nothing herein shall (i) serve to expand or reduce BOND COUNSEL's scope of professional responsibilities as set forth in the laws and canons of ethics, (ii) extend or shorten any statute of limitations governing any claim arising from BOND COUNSEL's acts or omissions, or (iii) waive any claims or defenses that either CITY or BOND COUNSEL may have against each other or any other party.

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 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 upon execution of 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 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. In the event CITY exercises its right to terminate this AGREEMENT without cause, but proceeds with the sale of the 2022B Bonds 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 2022 Bonds. BOND COUNSEL recognizes and agrees that payment under this subsection D is contingent upon the sale of the 2022B 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. 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 14. 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 15. 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 16. 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 17. 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 in 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 18. CONFLICT OF INTEREST.

BOND COUNSEL shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. 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 ("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 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 19. 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 20. 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 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 – City Attorney’s Office
Attention: Rosa Tsongtaatarii
200 East Santa Clara Street, 16th Floor Tower
San José, CA 95113
rosa.tsongtaatarii@sanjoseca.gov

To BOND COUNSEL: Brandon Dias, Esq.
Orrick, Herrington, & Sutcliffe LLP
400 Capitol Mall, Suite 3000
Sacramento, CA 95814-497
bdias@orrick.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. 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.

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

APPROVED AS TO FORM:



Approved as to Form:

Attorney
Rosa Tsongtaatarii

Rosa Tsongtaatarii

Email: rosa.tsongtaatarii@sanjoseca.gov
Date: 11/14/2022 GMT

ROSA TSONGTAATARII
Chief Deputy City Attorney

“CITY”

CITY OF SAN JOSE, a municipal
corporation

Nora Frimann

Email: nora.frimann@sanjoseca.gov
Date: 11/16/2022 GMT

By _____
NORA FRIMANN
City Attorney

“BOND COUNSEL”

ORRICK, HERRINGTON & SUTCLIFFE,
LLP, a California limited liability
partnership

Brandon Dias

Email: bdias@orrick.com
Date: 11/14/2022 GMT

By _____
BRANDON DIAS, Esq.
Partner
Fed. Tax ID No. On File

EXHIBIT A
SCOPE OF SERVICES

The City is contemplating the issuance of City of San José Financing Authority (“Financing Authority”) Wastewater Revenue Bonds 2022B (the “2022B Bonds”) for the purpose of (i) financing the CITY’s share of costs to acquire certain improvements, additions, and betterments to, and extensions and rehabilitation of, the San José-Santa Clara Regional Wastewater Facility (the “Treatment Plant”) and the CITY’s wastewater system (the “Wastewater System”), (ii) refunding the Finance Authority’s outstanding Subordinate Wastewater Revenue Notes, Series A, and (iii) paying the costs of issuing the 2022B Bonds.

The anticipated closing date for the 2022B Bonds is December 15, 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 December 15, 2022. Time is of the essence in the performance of this AGREEMENT.

BOND COUNSEL, as described below, shall provide bond counsel services with staff subject to the approval of the CITY’s City Attorney or designated deputy. The parties acknowledge and agree that BOND COUNSEL has assembled the following team of attorneys to provide services under this AGREEMENT: Brandon Dias, Rich Moore and Brendan LaFountain. BOND COUNSEL will consult with CITY’s City Attorney or designated deputy prior to replacing or augmenting attorney members of the team.

BOND COUNSEL SERVICES

BOND COUNSEL shall provide the following services in connection with the authorization, issuance, sale and delivery of the 2022B Bonds:

1. Consultation with the CITY, its counsel and consultants and any financial consultants, underwriters, banks, insurance companies and other financing participants and their counsel, concerning the timing, terms and

structure of the proposed financing, including analysis of the advantages and disadvantages of each available financing technique and considerations of state law, federal tax law, federal securities law and general public finance law. As the structure of the proposed financing develops, advise CITY regarding legal considerations related to, and limitations on, the proposed structure.

2. Preparation of the proceedings for the authorization and issuance of the 2022B Bonds, including, without limitation, notice of any public hearing required in order for the CITY to issue the 2022B Bonds, Amended and Restated Master Resolution, Master Indenture, First Supplemental Indenture, Installment Purchase Contract, Supplemental Installment Purchase Contract, and any other documents as may be necessary for the issuance of, and setting forth the terms and conditions of, the 2022B Bonds.
3. Preparation of any ordinances, resolutions and official notice of sale to be adopted or approved by the City Council and Financing Authority to authorize issuance of the 2022B Bonds, approve the official statement for the 2022B Bonds, and authorize execution of other necessary legal documents and attendance at and the rendering of legal advice at such meetings.
4. Review and provide comments on the Bond Purchase Agreement for the 2022B Bonds. Advise CITY regarding the terms of the Bond Purchase Agreement.
5. Review and advise CITY regarding the terms of any bond insurance or any other credit enhancement arrangements, such as letters of credit, if such credit enhancement is desired by the CITY. Provide comments as

may be necessary on the terms of the bond insurance or any other credit enhancement arrangements.

6. Review, and as necessary provide comments on legal issues relating to, any financial analyses related to the issuance of the 2022B Bonds. BOND COUNSEL will not be responsible for the preparation or content of such analyses.
7. Attendance at and participation in any meetings requested by the CITY, including meetings with rating agencies, bond insurers, underwriters, and credit enhancers. Attend the meeting of CITY's Council and Financing Authority at which CITY's Council and Financing Authority is scheduled to consider approval of the issuance of the 2022B Bonds and other actions related to the 2022B Bonds, including approving the Preliminary Official Statement in substantially final form and authorizing CITY officials to deem the Official Statement final. Render advice and address questions at such meetings as requested or as appropriate under the circumstances.
8. Examination of proofs of the 2022B Bonds, the preparation of final closing papers, the organization and conducting of the Bond closing.
9. Advise on compliance with the Internal Revenue Code with respect to structuring of the 2022B Bonds that are to be issued as tax-exempt bonds. Provide a final approving legal opinion as to the validity of each series of the 2022B Bonds and exemption from state and, as applicable, federal income taxes in substantially the form customarily given by BOND COUNSEL at the time of delivery of and receipt of payment for the 2022B Bonds.

10. Provide legal advice with respect to the investment of the proceeds of the 2022B Bonds including, without limitation, legal advice regarding applicable IRS Code provisions and regulations.
11. Assist CITY staff upon request on addressing issues related to post issuance compliance specific to the 2022B Bonds.
12. Provide information and legal advice regarding the 2022B Bonds in response to requests by CITY in connection with CITY's updating of the footnote in CITY's basic financial statements for fiscal year 2022-2023 related to the 2022B Bonds to address the requirements of Governmental Accounting Standards Board Statement No. 88. This task is to be completed following the closing of the 2022B Bonds in connection with CITY's preparation of CITY's basic financial statements for fiscal year 2022-2023.
13. Such other legal services as may be incidental to the foregoing, including services requiring BOND COUNSEL's environmental, real estate and other lawyers.

EXHIBIT B
COMPENSATION

CITY's payment of compensation to BOND COUNSEL is contingent on the sale of the 2022B Bonds and the CITY's receipt of proceeds. A flat fee of One Hundred Thirty-Seven Thousand Dollars (\$137,000) will be paid to BOND COUNSEL following the sale of the 2022B Bonds and the CITY's receipt of proceeds. This amount is inclusive of up to \$2,000 in reimbursable expenses.

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 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; and premises owned, leased or used 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

BOND COUNSEL shall provide CITY with prior written notice 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 Department
Risk & Insurance
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.