

**AGREEMENT BETWEEN
THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF SAN JOSE
AND
PETER J. ROSS DBA ROSS FINANCIAL**

THIS AGREEMENT is made and entered into this 13th day of March, 2023, by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE, a public entity established pursuant to California Health and Safety Code Section 34177 et. seq. (hereinafter "SUCCESSOR AGENCY"), and PETER J. ROSS, an individual doing business as ROSS FINANCIAL (hereinafter "CONSULTANT") for municipal advisory and general financial advisory services.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT 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. Initial Term: The term of this AGREEMENT shall be from July 1, 2023 to June 30, 2026, inclusive, subject to the provisions of SECTION 9 of this AGREEMENT ("Initial Term").
- B. Optional Term: After the Initial Term, the SUCCESSOR AGENCY reserves the right, at its sole discretion, to extend the term of this AGREEMENT for up to two (2) additional one (1)-year terms ("Option Term(s)") through June 30, 2028. The SUCCESSOR AGENCY shall provide CONSULTANT with no less than thirty (30) calendar days' prior written notice of its intention to exercise its option to extend the term of this AGREEMENT, in the form of EXHIBIT D, entitled "NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT."

- C. CONSULTANT acknowledges and agrees that funding for services performed under this AGREEMENT following June 30, 2023 is subject to appropriation of funding by SUCCESSOR AGENCY at SUCCESSOR AGENCY's sole discretion. In the event such funding is not appropriated, this AGREEMENT shall terminate as of June 30th of the most recent year for which funding has been appropriated.

SECTION 3. COMPENSATION.

- A. The total compensation to be paid to CONSULTANT shall not exceed Fifteen Thousand Dollars (\$15,000) annually, for a maximum total compensation amount not to exceed Seventy-Five Thousand Dollars (\$75,000), subject to the appropriation of funds. The rate and method of payment are set out in EXHIBIT B, entitled "COMPENSATION," which is attached hereto and incorporated herein. The compensation set forth in this Section 3 is not set by law but negotiated by CONSULTANT and SUCCESSOR AGENCY. Compensation to be received in connection with any financing transaction shall be outside the scope of this contract and separately negotiated by CONSULTANT and SUCCESSOR AGENCY.
- B. CONSULTANT agrees that in the performance of this AGREEMENT, CONSULTANT shall adhere to the City of San José's ("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. CONSULTANT acknowledges and agrees that an invoice seeking reimbursement from SUCCESSOR AGENCY 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 CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of SUCCESSOR AGENCY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to SUCCESSOR AGENCY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 5. ASSIGNABILITY.

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

SECTION 6. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless SUCCESSOR AGENCY and CITY, their officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the

willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by SUCCESSOR AGENCY and CITY shall not operate as a waiver of such right of indemnification. All of CONSULTANT's obligations under this Section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this AGREEMENT.

SECTION 7. **INSURANCE REQUIREMENTS.**

CONSULTANT 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. CONSULTANT agrees to provide SUCCESSOR AGENCY with a copy of said policies, certificates, and/or endorsements upon execution of this AGREEMENT.

SECTION 8. **NONDISCRIMINATION.**

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

- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, SUCCESSOR AGENCY may terminate this AGREEMENT immediately upon written notice.

- C. SUCCESSOR AGENCY's Executive Officer or the Executive Officer's designee is empowered to terminate this AGREEMENT on behalf of SUCCESSOR AGENCY.

- D. In the event of termination, CONSULTANT shall deliver to the SUCCESSOR AGENCY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT within five (5) business days of the date of termination.

SECTION 10. GOVERNING LAW.

SUCCESSOR AGENCY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 11. COMPLIANCE WITH LAWS.

CONSULTANT 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, CONSULTANT 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.

CONSULTANT agrees that, in the performance of this AGREEMENT, CONSULTANT 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 CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person, except as contemplated by EXHIBIT A of this AGREEMENT, or as otherwise authorized by SUCCESSOR AGENCY, or as required by law.

SECTION 14. OWNERSHIP OF MATERIALS.

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

SECTION 15. WAIVER.

CONSULTANT agrees that waiver by SUCCESSOR AGENCY 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

SUCCESSOR AGENCY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 16. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT 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 SUCCESSOR AGENCY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

- B. CONSULTANT 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 SUCCESSOR AGENCY, at any time during regular business hours, upon written request by the SUCCESSOR AGENCY's Executive Officer or a designated representative. Copies of such documents shall be provided to SUCCESSOR AGENCY for inspection at the SUCCESSOR AGENCY when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT. CONSULTANT 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 SUCCESSOR AGENCY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, SUCCESSOR AGENCY may, by written request by any of the above-named officers, require that custody of the records be given to SUCCESSOR AGENCY and that the records and documents be maintained by the SUCCESSOR AGENCY. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 17. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. CONSULTANT's employees assigned to perform services as specified in EXHIBIT A of this AGREEMENT ("CONSULTANT's Assigned Employees") shall file an ASSUMING Office Disclosure Statement of Economic Interests (Form 700) as specified in EXHIBIT E, entitled "DISCLOSURE STATEMENT", which is attached hereto and incorporated herein. Such statement shall be filed within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, CONSULTANT shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700). CONSULTANT shall file the Form 700 with CITY's Clerk and submit a copy to the Finance Department. In addition to disclosure of financial interests, each employee is also subject to disqualification under the conflicts of interest prohibitions in the Political Reform Act §§ 87100 et seq. and Government Code Section 1090.

SECTION 18. GIFTS.

A. CONSULTANT is familiar with SUCCESSOR AGENCY's prohibition against the acceptance of any gift by a CITY or SUCCESSOR AGENCY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.

- B. CONSULTANT agrees not to offer any CITY or SUCCESSOR AGENCY 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 CONSULTANT. In addition to any other remedies SUCCESSOR AGENCY may have in law or equity, SUCCESSOR AGENCY may terminate this AGREEMENT for such breach as provided in SECTION 9 of this AGREEMENT.

SECTION 19. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY and SUCCESSOR AGENCY 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”). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT 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. 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 SUCCESSOR AGENCY: City of San José
Finance Department
Attn: Debt Management
200 East Santa Clara Street, 13th Floor Tower
San José, CA 95113-1905
debt.management@sanjoseca.gov

TO CONSULTANT: Peter Ross, Principal
Ross Financial
1738 Stockton St., Suite One
San Francisco, CA 94113
rossfinancial@smkc.com

A copy of any notice of a legal nature, including, but not limited to, any claims against SUCCESSOR AGENCY, its officers or employees, shall also be served in the manner specified above to the following address:

San José City Hall
Nora Frimann, General Counsel
200 East Santa Clara Street, 16th Floor
San José, CA 95113

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

SECTION 21. **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 22. **SEVERABILITY.**

If any term, covenant, condition or provision of this AGREEMENT, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this AGREEMENT, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 23. **REPRESENTATION OF AUTHORITY.**

The person executing this AGREEMENT on behalf of CONSULTANT does hereby represent and warrant that CONSULTANT is a duly authorized and existing California sole proprietorship, that CONSULTANT has, is and shall remain during the term of this AGREEMENT qualified to do business in the State of California, that CONSULTANT has full right, power and authority to enter into this AGREEMENT and to carry out all

actions contemplated by this AGREEMENT, that the execution and delivery of this AGREEMENT were duly authorized by proper action of CONSULTANT and no consent, authorization or approval of any person is necessary in connection with such execution, delivery and performance of this AGREEMENT except as have been obtained and are in full force and effect, and that this AGREEMENT constitutes the valid, binding and enforceable obligation of CONSULTANT. Upon SUCCESSOR AGENCY's request, CONSULTANT shall provide SUCCESSOR AGENCY with evidence reasonably satisfactory to SUCCESSOR AGENCY confirming the foregoing representations and warranties.

SECTION 24. 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 25. USE OF ELECTRONIC SIGNATURES.

Unless otherwise prohibited by law or SUCCESSOR AGENCY 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 SUCCESSOR AGENCY.

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

“SUCCESSOR AGENCY”

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE, a public entity established pursuant to California Health and Safety Code Section 34177 et. seq.

APPROVED AS TO FORM:



Rosa Tsongtaatarii (Mar 13, 2023 11:07 PDT)

ROSA TSONGTAATARII
Chief Deputy City Attorney



Jennifer A. Maguire (Mar 13, 2023 18:07 PDT)

By:

JENNIFER MAGUIRE
Executive Officer

“CONSULTANT”

PETER J. ROSS dba ROSS FINANCIAL



Peter Ross (Mar 13, 2023 16:53 PDT)

By:

PETER J. ROSS
Principal

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide to SUCCESSOR AGENCY general financial advisory services which may include, but shall not be limited to, the tasks listed below, on an as-needed basis (“Project”).

SECTION 1. GENERAL.

- A. The performance of all services by CONSULTANT shall be to the satisfaction of the SUCCESSOR AGENCY.

- B. All services to be furnished by CONSULTANT under this AGREEMENT shall be of the professional standard and quality which prevail among certified public accountants of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

- C. CONSULTANT shall coordinate all services with the SUCCESSOR AGENCY and SUCCESSOR AGENCY's separate consultants and contractors performing work on this Project, and the CITY, as necessary.

- D. CONSULTANT shall attend all meetings as directed by SUCCESSOR AGENCY and as necessary in order to complete all services contemplated herein to the satisfaction of SUCCESSOR AGENCY.

SECTION 2. BASIC SERVICES.

CONSULTANT shall:

- A. Assist SUCCESSOR AGENCY staff in interpreting California state legislation and developing compliance strategies related to the dissolution of redevelopment, including, if necessary, providing support to the SUCCESSOR AGENCY in

implementing efforts to “wind down” the existing San José Redevelopment Agency.

- B. Assist in the preparation of presentation material for credit rating agencies discussion and opinions.
- C. Attend meetings as directed by SUCCESSOR AGENCY’S Executive Officer or Chief Financial Officer.
- D. Prepare or assist in the preparation of reports, memos or presentations outlining recommendations to SUCCESSOR AGENCY Board or Oversight Board requested by SUCCESSOR AGENCY’S Executive Officer or Chief Financial Officer.
- E. Assist in any other matters requested by the SUCCESSOR AGENCY including refunding analysis in FY 26-27 on the SUCCESSOR AGENCY 2017 Senior and Subordinate Tax Allocation Bonds. If the refunding analysis has a savings of at least 3%, the CONSULTANT may be requested by the SUCCESSOR AGENCY to be the municipal advisor for the refunding of all or a portion of the SUCCESSOR AGENCY 2017 Senior and Subordinate Tax Allocation Bonds. The proceeds of the SUCCESSOR AGENCY Tax Allocation Refunding Bonds would fund the municipal advisory fees of the CONSULTANT, subject to the execution of a separate agreement between SUCCESSOR AGENCY and CONSULTANT.

EXHIBIT B
COMPENSATION

- A. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including payment for professional services and reimbursable expenses, shall not exceed the following amounts, subject to the appropriation of funds:

July 1, 2023 – June 30, 2024	\$15,000
July 1, 2024 – June 30, 2025	\$15,000
July 1, 2025 – June 30, 2026	\$15,000
*July 1, 2026 – June 30, 2027	\$15,000
*July 1, 2027 – June 30, 2028	\$15,000
Maximum Total Compensation	\$75,000

* Optional one-year extensions.

Hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be performed at no cost to SUCCESSOR AGENCY.

- B. CONSULTANT understands and agrees that compensation payable under this AGREEMENT is subject to the approval of the Redevelopment Dissolution Countywide Oversight Board of Santa Clara County (the "Oversight Board") and the Department of Finance of the State of California ("DOF") on the Recognized Obligation Payments Schedule ("ROPS") for each fiscal year during the term of this AGREEMENT. SUCCESSOR AGENCY and CONSULTANT acknowledge and agree that for fiscal year 2023-2024 the amount approved for payment to CONSULTANT on the ROPS is an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). SUCCESSOR AGENCY will seek approval of the Oversight Board and DOF to place on the ROPS as an obligation for fiscal year 2023-2024

to CONSULTANT in the amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

- C. SUCCESSOR AGENCY agrees to compensate CONSULTANT at the hourly rates set forth below for professional services performed in accordance with the terms and conditions of this AGREEMENT.

Schedule of Hourly Rates:

Peter Ross	\$325.00
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- D. Reimbursable expenses under this AGREEMENT shall not exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). SUCCESSOR AGENCY will reimburse CONSULTANT's mileage and other travel-related expenses to the same extent that the City of San José reimburses its employees pursuant to the Employee Travel Policy (City Policy Manual, Sections 1.8.2 and 1.8.3). CONSULTANT acknowledges that it has been provided an electronic copy of both Sections 1.8.2 and 1.8.3. CONSULTANT acknowledges that no other expenses are reimbursable.
- E. Compensation for serving as municipal advisor for any refunding bond transaction shall be outside the scope of this AGREEMENT and shall be separately negotiated by CONSULTANT and SUCCESSOR AGENCY.

EXHIBIT C
INSURANCE

CONSULTANT, at CONSULTANT'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 CONSULTANT, 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

CONSULTANT 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 SUCCESSOR AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, SUCCESSOR AGENCY, its officers, employees, agents, and contractors; or CONSULTANT 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, Successor Agency, 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, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased, or used by CONSULTANT; and automobiles leased, hired, or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, SUCCESSOR AGENCY, its officers, employees, agents, and contractors. Owned automobiles may be insured under CONSULTANT's personal insurance policies and may not cover the above-referenced additional insureds.
 - b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, SUCCESSOR AGENCY, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by CITY, SUCCESSOR AGENCY, its officers, employees, agents, or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, SUCCESSOR AGENCY, its officers, employees, agents, or contractors.

- d. Coverage shall state that CONSULTANT'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, SUCCESSOR AGENCY, its officers, employees, agents, and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of CITY, SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Exception

If, however, the CONSULTANT does not have any employees and does not wish to cover himself or herself for WORKERS' COMPENSATION, the CONSULTANT shall sign the following statement as well as the contract itself to effect a fully initiated contract:

I, as the herein designated CONSULTANT, do not have, nor intend to have for the full term of this AGREEMENT, any employees. Furthermore, I do not wish to obtain or be covered under any WORKERS' COMPENSATION insurance coverage and, therefore, am signing this statement in lieu of providing the above required WORKERS' COMPENSATION COVERAGE.

Peter Ross
Peter Ross (Mar 13, 2023 16:53 PDT)

Signature of CONSULTANT

F. Acceptability of Insurers

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

G. Verification of Coverage

CONSULTANT shall furnish SUCCESSOR AGENCY 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 St., 14th Floor
San José, CA 95113-1905

H. Subcontractors

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

EXHIBIT D: NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE and DATE:	
CONSULTANT Name and Address:	
DATE OF OPTION:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section 2 of the Agreement referenced above, the Successor Agency to the Redevelopment Agency of the City of San José ("SUCCESSOR AGENCY") hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
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NEW OPTION TERM

Begin date:	
End date:	

MAXIMUM COMPENSATION for New Option Term:	\$15,000.00
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For the option term exercised by this Notice, the SUCCESSOR AGENCY shall pay CONSULTANT an amount not to exceed the amount set forth above for CONSULTANT's services and reimbursable expenses, if any. The undersigned signing on behalf of the SUCCESSOR AGENCY hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

<p>SUCCESSOR AGENCY, a public entity established pursuant to California Health and Safety Code Section 34177 et. seq.</p> <p>By _____</p> <p>Name:</p> <p>Title: Executive Officer</p>
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EXHIBIT E
DISCLOSURE STATEMENT

CONSULTANT shall file with City Clerk a disclosure statement (Statement of Economic Interests -- Form 700) which includes disclosure of the following:

1. Schedule A - 1 -- Investments.
2. Schedule A - 2 -- Investments, Income and Assets of Business Entities/Trusts.
3. Schedule B -- Interests in Real Property.
4. Schedule C -- Income and Business Positions.
5. Schedule D -- Income - Loans.
6. Schedule E -- Income - Gifts.
7. Schedule F -- Income - Gifts; Travel Payments, Advances and Reimbursements.