



**CITY MANAGER /CITY ATTORNEY
SIGNATURE REQUEST ROUTING FORM**

Include insurance documents, signed agreements, and all relevant documentation.

All documents must be signed by contractor/lessee and in Munis (if applicable) prior to routing to City Clerk.

Request:

- City Manager Signature City Attorney Review/Approval Notarization Munis Approval NOT REQUIRED
- IT Reviewed (if applicable) – THIS CONTRACT INVOLVES TECHNOLOGY, AN EMAIL FROM THE IT DIRECTOR APPROVING THE CONTRACT MUST ACCOMPANY THIS FORM.

All documents routed for signatures must be approved by Department Head.

Department Head Approval: Marissa Duran Date: 10/16/2024 | 3:07 PM PDT
34B44F5A8DEF4DF... Signature

To be completed by initiating department: (PLEASE COMPLETE ENTIRELY)

Staff Responsible: Marissa Duran Department: Finance Phone Ext: 3471

Contractor/Vendor Name: Urban Futures, Inc.

Project Title: Provide financial advisory to the City of Watsonville

Original Contract Amount: \$ 300,000 Changer Order/Amendment No(s) N/A

Amendment Amount \$ N/A Cumulative Total \$ 300,000

Funding Source (Name of Acct. & Enterprise) Not-to-Exceed

Budget Account No(s): Various budget accounts will be used

Resolution No. (if any): _____ MUNIS Contract No. (if applicable): TBD

- Document is within CM signature authority up to \$100,000 (cumulative) for professional services or Public projects meeting the amount set forth in subdivision (b) of California Public Contract Code Section 22032, except as otherwise provided by State legislation, the project shall be let to contract by formal bidding procedure.
- Insurance is up to date and included.
- (For Bids only) DIR Extract Form has been filled and attached (due within 5 days of award of contract by Council or within 5 days from City Manager signature of Quick Bid)
- This is a form agreement prepared by City Attorney's Office.
(See <http://intranet.ci.watsonville.ca.us/node/303>)
 - No changes were made; or
 - Changes are described AND redlined version is attached.
- This is not a form agreement prepared by City Attorney's Office.
Previously prepared or reviewed by: _____
- \$10,000 to \$100,000 complete memo stating quotes obtained, include names and amounts, if did not obtain any, explain reasons pursuant to WMC 3-5.530.
- Sole Source (attach memo explaining reasons for sole source or list any other exemptions pursuant to (WMC 3-5.210)).

Description of project, scope of work or purchase (must be detailed, incomplete or deficient statements will be sent back):

Serve as the Cit's Independent Registered Municipal Advisor and schedule meetings/calls with staff to request all necessary data and discuss needs and goals of the city.

Review city audits, budgets, capital improvement plan, financial projections, financial policies, and other related financial information.

Consultant Required to File FPPC Form 700 (Statement of Economic Interests)

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND URBAN FUTURES, INC.**

THIS CONTRACT, is made and entered into this _____, by Urban Futures, Inc. and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Urban Futures, Inc.**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

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THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT.

The term of this Contract shall be from October 22, 2024 to October 24, 2027, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION.

The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT.

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 Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees,

against any loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

SECTION 9. INSURANCE.

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. **Auto and Commercial General Liability Insurance.** Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. **Workers' Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. **Proof of Insurance to City before Notice to Proceed to Work.** Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall

have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self-insured retention is increased.

SECTION 10. NON-DISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW.

City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.

This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

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

SECTION 17. COVENANT AGAINST CONTINGENT FEES.

The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER.

Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS.

Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Urban Futures, Incorporated
1470 Maria Lane, Suite 315
Walnut Creek, CA 94596

SECTION 22. EXHIBITS:

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Performance
- Exhibit C: Compensation

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

CITY *In Process* **CONSULTANT**

CITY OF WATSONVILLE

BY

Tamara Vides, City Manager

DocuSigned by:
Wing See Fox
BY AB04BDE80BE5412...

Wing See Fox, Managing Director

ATTEST:

BY

Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY

Samantha W. Zutler, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Phase 1 Scope of Services:

1. Serve as the City's Independent Registered Municipal Advisor (IRMA)
2. Schedule meetings/calls with staff to request all necessary data and discuss needs and goals of City;
3. Review City audits, budgets, capital improvement plan, financial projections, financial policies, and other related financial information;
4. If requested, develop a 10-year baseline financial forecast model for the General Fund and include a scenario for impact of potential debt issuance
5. If requested, present options for new revenue measures;
6. Prepare CIP funding and debt analyses taking into consideration the following factors:
 1. Timing & priority of projects
 2. City's current and forecasted available revenues and liquidity
 3. Availability of cash funding
 4. City's existing debt/liabilities
 5. Project delivery method
7. Identify and analyze financing and bond structuring alternatives;
8. Prepare and review preliminary cash flows for financing alternatives;
9. Evaluate and analyze credit considerations for financing alternatives;
10. Advise on timing and size of future new money borrowings; and
11. Prepare presentations (including Bonds 101 if requested) and staff reports and attend meetings with City Council as requested.

Phase 2 Scope of Services:

12. Assist in developing the plan of finance and related transaction timetable;
13. Assist with the selection of the financing team including underwriters, trustee, bond and disclosure counsel (as applicable);
14. Draft Interested Parties List;
15. Prepare and/or review preliminary cash flows;
16. Identify and analyze financing solutions/optimal structuring and alternatives for the financing;
17. Advise on the method of sale, taking into account market conditions and near-term activity in the municipal market;
18. Assist with negotiated sale (as applicable), including advice regarding retail order periods and institutional marketing, analysis of comparable bonds and secondary market data, verify cash flow calculations, and serve as Pricing Advisor;
19. Credit analysis;
20. Review documents and reports and provide input on legal structure of bonds;

21. Assist in the preparation of any rating agency and bond insurer strategies and presentations;
22. Assist with underwriter compensation issues and bond allocations, as appropriate;
23. Analyze options for purposes of investment of bond proceeds;
24. Assist in procuring printer, etc.;
25. Assist with coordinating bond closings;
26. Prepare any requested/required post-sale reports of bond sales, including an evaluation of market conditions and pricing performance of underwriter;
27. Prepare/draft any requested staff reports for and attend meetings, including City Council meetings, and others as requested;
28. Assist with private placements (as applicable), including selection of placement agent (if necessary), reaching out to direct purchase banks, reviewing term sheets and legal documents.

In Process

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the schedule as established at a later date.

In Process

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$300,000.
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

7. Fee Proposal

For financing transactions, UFI proposes to charge a flat fee of \$47,500 for public offerings, \$32,500 for private placements, plus expenses not to exceed \$2,500, that is contingent on closing of the financing and paid out of financing proceeds.

If the City desires a phased approach to the engagement, UFI is available on a time and materials or hourly basis for research, analysis, Capital Improvement Program funding planning, and development of funding options and recommendations. To the right are the hourly rates of proposed positions.

Hourly Fee Schedule	
Position	Rate
CEO/President	\$350
Managing Director/Director	\$325
Senior Associate	\$250

Given that working with the City is very important to our firm, we are open to negotiating our fees should the City find it necessary.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/24

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 Michael Geffre Insurance Agency 32392 Coast Hwy Ste 260 Laguna Beach, CA 92651	CONTACT NAME: PHONE (A/C. No, Ext): 949-494-7261 FAX (A/C. No): 949-494-4481 E-MAIL ADDRESS: _____ _____												
INSURER(S) AFFORDING COVERAGE													
INSURED URBAN FUTURES, INC. dba ISOM ADVISORS 1470 MARIA LANE, SUITE 315 WALNUT CREEK, CA 94596	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : ATEGRITY SPECIALTY INSURANCE CO</td> <td style="width: 20%;">NAIC # 16427</td> </tr> <tr> <td>INSURER B : MID-CENTURY INSURANCE COMPANY</td> <td>NAIC # 21687</td> </tr> <tr> <td>INSURER C : PENN STAR INSURANCE COMPANY</td> <td>NAIC # 10673</td> </tr> <tr> <td>INSURER D : WESTCHESTER SURPLUS LINES</td> <td>NAIC # 10172</td> </tr> <tr> <td>INSURER E : UNDERWRITERS AT LLOYDS OF LONDON</td> <td>NAIC # 15792</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : ATEGRITY SPECIALTY INSURANCE CO	NAIC # 16427	INSURER B : MID-CENTURY INSURANCE COMPANY	NAIC # 21687	INSURER C : PENN STAR INSURANCE COMPANY	NAIC # 10673	INSURER D : WESTCHESTER SURPLUS LINES	NAIC # 10172	INSURER E : UNDERWRITERS AT LLOYDS OF LONDON	NAIC # 15792	INSURER F :	
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INSURER F :													

COVERAGES CERTIFICATE NUMBER: 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	01-C-PK-P20094043-0	12/27/2023	12/27/2024	EACH OCCURRENCE \$ 1,000,000						
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000												
	MED EXP (Any one person) \$ 5,000												
	PERSONAL & ADV INJURY \$ 1,000,000												
							GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ Not Covered						
							\$						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: _____	Y	Y	605900024	03/11/2024	03/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
	BODILY INJURY (Per person) \$												
	BODILY INJURY (Per accident) \$												
	PROPERTY DAMAGE (Per accident) \$												
							\$						
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XPA0010121	12/27/2023	12/27/2024	EACH OCCURRENCE \$ 2,000,000						
								AGGREGATE \$ 2,000,000					
								\$					
							PER STATUTE OTH-ER						
							E.L. EACH ACCIDENT \$						
							E.L. DISEASE - EA EMPLOYEE \$						
							E.L. DISEASE - POLICY LIMIT \$						
A	SEXUAL/PHYSICAL ABUSE			01-C-PK-P20094043-0	12/27/2023	12/27/2024	LIMIT \$ \$25K/\$50K						
D	PROFESSIONAL LIABILITY			G74382708002	12/23/2023	12/23/2024	PER OCCURRENCE \$ \$2,000,000						
E	CYBER LIABILITY			ESM0039844278	12/23/2023	12/23/2024	LIMIT \$ \$2,000,000						

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

THE CITY OF PISMO BEACH, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS ARE ADDITIONAL INSUREDS AS RESPECTS OPERATIONS OF THE NAMED INSURED PERFORMED UNDER CONTRACT WITH THE CITY OF PISMO BEACH.

CERTIFICATE HOLDER CITY OF PISMO BEACH 760 MATTIE ROAD PISMO BEACH, CA 93449	CANCELLATION 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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ATEGRITY SPECIALTY INSURANCE COMPANY

14000 N. Pima Road, Suite 200, Scottsdale, AZ 85260

FORMS SCHEDULE

POLICY NO: 01-C-PK-P20094043-0

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

Urban Futures Inc DBA ISOM Advisors

AGENCY NUMBER: 0000002067

AGENCY AND MAILING ADDRESS

CRC Insurance Services, Inc.
6200 South Syracuse Way Ste 100
Greenwood Village Colorado 80111

POLICY PERIOD: FROM 12/27/2023 TO 12/27/2024 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

POLICY FORMS

POLICY FORMS		
ASIC-AF-0000	01 23	Cover Page
ASIC-AF-0003	01 23	Service Of Suit Clause
ASIC-AF-0004	09 18	Minimum Earned Cancellation Premium
ASIC-AF-0006	10 18	Amendatory Endorsement - California
ASIC-GL-0015	12 21	Punitive Or Exemplary Damages Exclusion
ASIC-GL-0026	08 18	Contractors Special Conditions
ASIC-GL-0027	07 19	Minimum And Advance Premium Endorsement
ASIC-GL-0028	08 18	Blanket Additional Insured Endorsement
ASIC-GL-0029	08 18	Amendment Of Conditions (nonrenewal)
ASIC-GL-0031	08 18	Continuing Or Ongoing Damage Exclusion
ASIC-GL-0037	08 18	Premium Audit
ASIC-GL-0038	08 18	Amendment Of Nonpayment Cancellation Condition
ASIC-GL-0039	08 18	Lead Contamination Exclusion
ASIC-GL-0040	08 18	Asbestos Exclusion
ASIC-GL-0045	08 18	Marijuana Cannabis Liability Exclusion
ASIC-GL-0050	08 18	Hydraulic Fracturing Exclusion
ASIC-GL-0062	08 18	Communicable Disease Exclusion
ASIC-GL-0069	08 18	Known Injury Or Damage Exclusion - Personal And Advertising Injury
ASIC-GL-0071	08 18	Amendment To Other Insurance Condition
ASIC-GL-0077	09 19	Sexual And Or Physical Abuse Liability Coverage Form
ASIC-GL-0085	03 23	Total Pollution Exclusion Endorsement
ASIC-GL-0109	09 18	Deductible Endorsement
ASIC-GL-0181	10 22	Occupational Disease Exclusion
ASIC-GL-0185	03 23	Exclusion Unmanned Aircraft
ASIC-NOT-0002	09 22	Claim Reporting Information
ASIC-NOT-0004	12 20	Policyholder Disclosure - Notice Of Terrorism Insurance Coverage
ASIC-NOT-0011	08 22	Important Notice
ASIC-PR-0011	02 19	Wind Or Hail Deductible
ASIC-PR-0032	01 19	Marijuana/cannabis Exclusion
ASIC-PR-0038	08 22	Commercial Property Extension
ASIC-PR-0042	08 22	Earth Movement Fire Exclusion
ASIC-PR-0043	08 22	Earthquake Sprinkler Leakage Exclusion
ASIC-PR-0044	02 23	Maintenance Of Heat Condition
CG 00 01	04 13	Commercial General Liability Coverage Form
CG 20 01	04 13	Primary-and-noncontributory-other-insurance-condition



ATEGRITY SPECIALTY INSURANCE COMPANY

14000 N. Pima Road, Suite 200, Scottsdale, AZ 85260

FORMS SCHEDULE

POLICY NO: 01-C-PK-P20094043-0

ACCOUNT NUMBER:

NAMED INSURED AND MAILING ADDRESS

Urban Futures Inc DBA ISOM Advisors

AGENCY NUMBER: 0000002067

AGENCY AND MAILING ADDRESS

CRC Insurance Services, Inc.
6200 South Syracuse Way Ste 100
Greenwood Village Colorado 80111

POLICY PERIOD: FROM 12/27/2023 TO 12/27/2024 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

CG 20 10	04 13	Additional-insured-owners-lessees-or-contractors-scheduled-person-or-organization
CG 20 11	04 13	Additional-insured-managers-or-lessors-of-premises
CG 21 04	11 85	Exclusion Prod/comp Ops Hazard
CG 21 07	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - Limited Bodily Injury
CG 21 16	04 13	Exclusion Designated Professional Services
CG 21 47	12 07	Exclusion Employment-related Practices
CG 21 67	12 04	Exclusion Fungi Or Bacteria
CG 21 73	01 15	Exclusion Of Certified Acts Of Terrorism
CG 21 86	12 04	Exclusion Exterior Insulation Finishing Systems
CG 22 43	04 13	Exclusion - Engineers, Architects Or Surveyors Professional Liability
CG 24 04	05 09	Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Blanket
CG 24 26	04 13	Amendment Of Insured Contract Definition
CG 32 34	01 05	California Changes
CP 00 10	10 19	Building And Personal Property Coverage Form
CP 00 30	10 12	Business Income Coverage Form (and Extra Expense)
CP 00 90	07 88	Commercial Property Conditions
CP 01 40	07 06	Exclusion Of Loss Due To Virus Or Bacteria
CP 02 99	06 07	Cancellation Changes
CP 04 49	12 19	California Changes - Replacement Cost
CP 10 30	09 17	Causes Of Loss - Special Form
CP 10 33	10 12	Theft Exclusion
CP 10 75	12 20	Cyber Incident Exclusion
IL 00 17	11 85	Common Policy Conditions
IL 00 21	09 08	Nuclear Energy Liability Exclusion
IL 01 02	05 05	California Changes - Actual Cash Value
IL 09 53	01 15	Exclusion Of Certified Acts Of Terrorism

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 AM STANDARD TIME)	NAMED INSURED	AGENT NO.
01-C-PK-P20094043-0	12/27/2023	Urban Futures Inc	0000002067

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury.”

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. Exclusions of **SECTION I— COVERAGES**:

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional services including:
 - a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under SECTION I—COVERAGES to defend the additional insured against any “suit” if any other insurer has a duty to defend the additional insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured’s rights against all those other insurers.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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Michael Jeffre

02/07/2024

AUTHORIZED REPRESENTATIVE / DATE

POLICY NUMBER:01-C-PK-P20094043-0

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 605900024

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05/15/2024	Countersigned By: <i>Michael Jeffre</i> (Authorized Representative)
Named Insured: URBAN FUTURES, INC.	

SCHEDULE

Name of Person(s) or Organization(s): THE CITY OF PISMO BEACH ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



E3153
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CHANGES IN TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05/15/2024	Countersigned By: <i>Michael Jeffre</i> (Authorized Representative)
Named Insured: URBAN FUTURES, INC.	

SCHEDULE

Name Of Person(s) Or Organization(s): THE CITY OF PISMO BEACH ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS
Additional Premium \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.