

City's Professional Services Agreement

CITY OF FULLERTON PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC.

THIS AGREEMENT is made and entered into this 6th day of May, 2020 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and Urban Futures, Inc., a California Corporation ("Consultant").

W I T N E S S E T H:

A. City proposes to utilize the services of Consultant as an independent contractor to provide certain Debt Issuance Services and Municipal Advisory Services, as well as Pension and Other Post-Employment Benefits (OPEB) Funding Strategy Development Services, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A" and Consultant's Response to City's RFP (Consultant's Proposal), attached hereto as Exhibit "B", both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect

Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non-conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule attached hereto as Exhibit "C" and incorporated herein by this reference.

2.2. Additional Services. Consultant may perform additional services described in Consultant's proposal, attached hereto as Exhibit "B", if specifically engaged to do so by City. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date.

2.5. W-9. Consultant must provide City with a current W-9 form, to be attached hereto as Exhibit "E." It is the Consultant's responsibility to provide to the City any revised or updated W-9 form.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for (3) years with (2) one year options to renew, unless terminated as provided herein.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout 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 work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section 6.8 or the extent to which Consultant may be held responsible for payments of damages to persons or property.

Insurance Certificates are attached hereto as Exhibit "D" and incorporated herein by this reference.

5.2. Minimum Scope and Limits of Insurance.

A. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

E. Crime Insurance/Fidelity Bond. Consultant shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form with a minimum limit of not less than \$2,000,000.

F. Cyber Liability Insurance. Consultant shall maintain cyber liability insurance coverage with a limit of not less than \$2,000,000 per claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include but not be limited to claims involving infringement of

intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines, penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

5.3. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by City.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability. City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations. Such coverage as an additional insured shall not be limited to the period of time during which Consultant is conducting ongoing operations for City but rather, shall continue after the completion of such operations. The coverage shall contain no special limitations on the scope of its protection afforded to City, its officers, employees and volunteers.

B. Commercial General Liability. This insurance shall be primary insurance as respects City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Professional Liability. If the Professional Liability policy is written on a "claims made" form, Consultant shall maintain similar coverage for three consecutive years following completion of the project and shall thereafter, submit annual evidence of coverage. Additionally, Consultant shall provide certified copies of the claims reporting requirements contained within the policies.

D. Workers' Compensation and Employers' Liability Insurance. Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of City.

E. Crime Insurance/Fidelity Bond, City shall be named as third party beneficiary for losses arising from work done on behalf of City.

F. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

If Consultant maintains higher limits or has broader coverage than the minimums shown above, City requires and shall be entitled to all coverage, and to the higher limits maintained by

Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

G. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City is an additional insured on insurance required from subconsultants.

H. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers acceptable to City with current BEST'S ratings of no less than A, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Consultant shall furnish copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before work commences. City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Urban Futures Inc
17821 East 17th Street
Suite 245
Tustin, CA 92780
Attn: Michael Busch

IF TO CITY:

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
Attn: Ellis Chang

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to

perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole or active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, CAD drawings, documents, information and data, including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work

for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF FULLERTON

Kenneth A. Domer, City Manager

Date: _____

CONSULTANT



Michael Busch, Chief Executive Officer

Date: 4/28/20

95-2811192

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



for

Richard D. Jones, City Attorney

Exhibit A

Scope of Services

I. General

A. Debt Issuance Services and Municipal Advisory Services

1. Pre-issuance Assistance

- a) Evaluate possible financing options for the City including analysis of taxing and bonding capacity for new money issuances and continued assessment of outstanding bond issues for refinancing potential.
- b) Prepare financing schedule based on the City's needs, advise the City on reasons for proposed changes to the schedule and the logic behind such alterations and assist all parties in time management to keep the bond issuance moving forward on the City's timeline.
- c) Advise the City in evaluating all available options for credit enhancement, method of sale, and the type and terms of any bonds to be issued.
- d) Conduct Request for Proposal (RFP) process for bond team, including underwriter, bond counsel and disclosure counsel for the potential new bond issuances and refinancing of existing bonds, verification agent, trustee, etc.
- e) Assist in structuring and marketing bond transactions for competitive sale (if applicable) through consistent communication with underwriter's and investors.
- f) Coordinate and minimize debt issuance costs with various professionals.
- g) Create presentations and attend any meetings or conference calls as required or requested by the City related to pre-issuance, including but not limited to, Resolution of Intent council meetings, financing team interviews and discussions of financing models and needs.

2. Financial Condition Review

- a) Evaluate possible financing options for the City using commonly accepted standards.
- b) Review, evaluate, and comment on adequacy of prepared financial forecast studies.
- c) Prepare a written report regarding the feasibility of issuing bonds through analysis of revenues and/or funds pledged to support the bonds. Present such report to the City Council if requested.

3. Financing and Legal Document Preparation and Review

- a) Coordinate RFP process for the debt issuance team.
- b) Attend organizational, document review, and special meetings or conference calls related to the bond financing as required or requested by the City.
- c) Evaluate, advise, and consult with the City and disclosure and/or bond counsel regarding financial and non-financial bond covenants of each bond issue.
- d) Assist in furnishing material and data to rating agencies, bond insurers, letter of credit providers and other professionals as needed to facilitate the issuance process.
- e) Advise staff as to relevant criteria applied by major rating agencies, develop written presentations for rating agencies, prepare staff in advance of rating presentations, and participate in the rating presentations by attending rating meetings or conference calls.

4. Official Statement Preparation and Review

- a) Lead team discussions in conjunction with disclosure and/or bond counsel on form, content and sufficiency of information in the official statements.
- b) Provide financial data and statistics relating to the City and the specific bond issuance, review the Preliminary and Final Official Statements in conjunction with disclosure and/or bond counsel and ensure that data included in the documents accurately reflects the City's current financial state.
- c) Coordinate with the City and third parties to achieve an acceptable and timely market reception for the Bonds and the Official Statements, while making appropriate disclosure as approved by the City and make certain that all aspect of rule 15(c)2-12 of the Securities Exchange Act are met.

5. Pricing of Bond Issue

- a) Competitive Sale:
 - (1) Market the bonds through consistent communication with underwriters, coordinate presale advertisement of bonds in known publications, such as the Bond Buyer and Bloomberg, and advise the City as to appropriate timing of the competitive sale to ensure maximum market participation.
 - (2) Advise as to the structure of the bonds, including size maturity schedules, call provisions, credit enhancement and other matters.
 - (3) Coordinate the call for bids, evaluation of bids, recommendation to the City regarding sufficiency of bids, and awarding of bonds.

- (4) Assist in resizing or restructuring of bonds based on bidding results, if necessary.
 - (5) Prepare post sale analysis report based on bid results, including comparable sales data.
- b) Negotiated Sale:
 - (1) Identify and assist in the selection of competent underwriters to sell bonds, distinguishing among investment banking firms in terms of the areas in which they are best able to function, such as but not limited to, institutional vs. retail sales distribution, variable rate or fixed rate structures, short-term, intermediate-term, or long-term maturities.
 - (2) Recommend structure of underwriting team based on the analysis of past performance (i.e., co-managers, selling group, syndicate, etc.).
 - (3) Coordinate pricing meetings and offerings of negotiated issues with the City and underwriter(s).
 - (4) Review, monitor, and advise the City in negotiating interest rates and spreads based on analysis of current vs. historical market conditions.

6. Bond Closing (in coordination with bond counsel, trustee, paying agent and other professionals where applicable)

- a) Review closing memorandum with bond counsel to confirm activities at closing and the role of each party.
- b) Coordinate closing process through consistent communication with all relevant parties to make certain each correctly understands its role in the process.
- c) Oversee procedures resulting in the pre-closing and closing of the sale of securities and the delivery of funds to the appropriate parties.
- d) Assist City in evaluating the initial investment of bond proceeds for construction fund, debt service fund, escrow fund, cost of issuance fund, etc.
- e) Monitor the flow of funds to ensure proper deposit of all monies and treatment of any excess deposit in cost of issuance, escrow funds or construction funds, if necessary.

7. Special Meetings with the City

- (1) Attend City Council meetings and any special meetings and/or conference calls with the City, disclosure and/or bond counsel, bond insurers, rating agencies, or any other third parties as the City deems necessary to facilitate the issuance process.

8. Additional General Municipal Advisory Services (on an as-needed basis)

- (1) Financial Planning and Management Services
 - (a) Periodically monitor outstanding debt issues for refunding opportunities, update the Administrative Services Director on findings and advise when and when not to issue refunding bonds based on savings analysis and market trends.
 - (b) Investigate, analyze and formulate financing alternatives, programs and strategies considering the City's objectives, existing debt structure, fund balances and rate structures.
 - (c) Prepare and present to City officials, staff and Council (if requested), financing plans and other preliminary reports and plans leading to eventual financing activities.
 - (d) Prepare and present to City officials, staff and Council (if requested), analyses of the City's financing options.
 - (e) Assist in the development of policy options for the City's application in financial and financing situations.
 - (f) Evaluate the City's options for project phasing plans, and various financing strategies for specific circumstances, including but not limited to, traditional bond offerings, private placement, limited offerings, local bank and public financing approaches.
- (2) Capital Financing Services
 - (a) Periodically assemble, review and analyze information regarding the City's financial status, debt structure, economic base and related matters pertaining to financing and capital requirements.
 - (b) Advise the City on capital market information and conditions, interest rate trends and financing terms, including maturity and amortization schedules, redemption provisions, additional debt provisions, covenants and credit enhancement, and other issues applicable to the City.
 - (c) Develop economic modeling, sensitivity analyses and general information relevant to structuring and financing alternatives, discussing positive and negative considerations to enhance the decision making process.

- (d) Advise the City as to overall structure of each financing issue, including size and timing, maturity schedules, call provisions and other matters.
 - (e) Work with the City's disclosure and/or bond counsel in the development of financing documentation.
- (3) Special Project Needs
 - (a) Prepare financial analysis as requested that may or may not be directly related to a current or proposed financing issue, including but not limited to, financial projections, economic modeling, attending meetings, and offering advice on decisions that may impact the City's finances.
 - (b) Provide on-call advice as requested by the City in relation to any and all financial matters.
 - (c) Provide detailed research and updates on financial market conditions that may affect the City through regular reporting.
- (4) Assist in the Development of Policies to address
 - (a) Debt Management and Issuance
 - (b) Pension and OPEB Obligations
 - (c) Any other policies to provide governance over City liabilities

9. Other Requirements

- a) Firms interested in serving as the City's municipal advisor should make note of the following conditions:
- b) Whether competition or negotiated sales, the selected firm will be forbidden from participating, whether alone or in an underwriting syndicate, in the bidding on or negotiation for purchase of the City's bonds. The selected firm will be required to acknowledge its desire to serve as municipal / financial advisor only to the City.
- c) The municipal advisor shall circulate analysis and documents to and coordinate its services to the extent requested by the City. The City reserves the right to consider what weight should be afforded to the advice of the municipal advisor.
- d) The municipal advisor must agree that throughout the term of the agreement it will continue to deliver services for bond issues that may not close and provide ongoing advice, assistance or analysis on other City related financing issues without additional compensation from the City.
- e) As a fiduciary to the City, the selected municipal advisor shall not benefit from the advice provided to the City independently from the benefit conferred through the contractual arrangement with the City. If the selected municipal advisor receives compensation other than through the contractual arrangement with the City for

any advice given to the City, such arrangement shall be terms for immediate termination of the agreement with the City.

- f) The purpose of a municipal advisor constitutes more than managing the process of debt issuance. The municipal advisor should constantly seek to preserve the best interests, reputation and longevity of the City and all of its financing entities through diligent review and consideration of all bond issues and alternatives in connection with all past, present and future debt issuances, keeping in mind the City's reputation in the Municipal Bond Market and the longevity of financial health for all City funds.

B. Pension and Other Post-Employment Benefits (OPEB) Funding Strategy Development

- a) Analyze the City's current and future unfunded actuarial liability (UAL) based on available actuarial information, CalPERS assumptions, funded status, assets, and estimated contribution rates.
- b) Describe the assumptions used to determine the future UAL including any volatility, any liability to a pre-funding, and other risks.
- c) Provide a description of financing options for the City's pension and OPEB UAL based on all debt structures currently available including risks and costs involved with each.
- d) Analyze the option to pre-fund only a portion of the pension and OPEB UAL and the impact on the City's on-going obligation and assess the City's financial capacity.
- e) Analyze the option to use bond proceeds in a stabilization trust as opposed to paying the pension UAL directly to CalPERS. Provide the benefits and risks.
- f) Provide debt service obligations under the various funding scenarios.
- g) Provide overall financial impacts to the City based on all scenarios.
- h) Analyze future contribution levels from the City.
- i) If necessary, coordinate and represent the City in meetings with CalPERS to discuss the City's options.
- j) Analyze the impact on the City's bond rating under each funding scenario. If necessary, coordinate and represent the City in meetings with rating agencies to discuss the City's options and strategies.
- k) Assist in the preparation of staff reports for any City financing approvals.
- l) Assist the City with development of any necessary materials and participation in community outreach as the City deems necessary.

- m) Provide and/or support debt issuances services as requested.

End of Scope of Services

Exhibit B

Consultant's Proposal

URBAN FUTURES, INC.
Public Finance Group
Public Management Group

Southern California Office

*17821 E. 17th Street, Suite 245
Tustin, CA 92780
Bus: (714) 283-9334
Fax: (714) 283-5465*

Northern California Offices

*455 Hickey Blvd, Suite 515
Daly City, CA 94015
Bus: (650) 503-1500*

*1470 Maria Lane, Suite 315
Walnut Creek, CA 94596
Bus: (925) 478-7450
Fax: (925) 478-7697*

City of Fullerton

Request for Proposals for Municipal Advisor Services # 4342



February 25, 2020

Jimmy Armenta, Purchasing | City of Fullerton
303 W. Commonwealth Ave. 1st Floor
Fullerton, CA 92832
Email: JArmenta@cityoffullerton.com | Phone: 714.738.6533

Re: RFP for Municipal Advisor Services

Dear Mr. Armenta:

Urban Futures, Inc. (UFI) is pleased to submit this proposal to provide financial advisory services to the City of Fullerton (the City). We believe that UFI is best positioned to serve the City comprehensively and efficiently through our two divisions—the Public Management Group and the Public Finance Group—that will work synergistically to craft solutions for multiple aspects of the City's finance-related needs.

UFI is staffed with 21 professionals in three California office locations: Tustin (12), Daly City (2), and Walnut Creek (7). UFI is wholly owned by Michael Busch, CEO and President, and is structured as a C-Corporation. Mr. Busch will be the primary contact for this engagement and is authorized to make commitments on behalf of UFI. Additionally, we have read and will comply with all terms and conditions of the RFP.

Comprised of financial advisors and consultants that are former city finance directors, assistant city managers, city attorneys, public finance investment bankers, and rating agency analysts, UFI has the capability to provide solutions for multiple aspects of our client's finance-related issues. Our unique combination of qualifications and resources ensure value-added service to the City at a reasonable cost.

UFI has been a leader in providing financial advisory services since 1972 to over 300 public agencies throughout California. ***UFI has ranked as the top financial advisory firm in California since 2017 as measured by the number of deals completed. We are also ranked #1 for General Fund Debt, General Obligation Bonds, and Tax Allocation Bonds and ranked in the Top 3 for Land-Secured transactions.*** We are in the market virtually every week, and we have a proven track record of advocating on behalf of our clients (through strong relationships with underwriters, bond counsels, rating agencies, and bond insurers) to extract every basis point of savings.

Working with the City is of highest priority to the firm, and we are committed to dedicating as much of the firm's resources to the City's assignments as necessary. We are assigning a total of four senior-level staff in addition to support staff to the City's engagement and are committed to delivering informative analysis and precise transaction execution. We look forward to working with you. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Michael Busch, Chief Executive Officer
17821 East 17th Street, Suite 245 | Tustin, CA 92780
Michaelb@urbanfuturesinc.com | www.urbanfuturesinc.com
(714) 283-9334 Office | (714) 316-6150 Cell | (714) 283-5465 Fax

2. Table of Contents

3. Executive Summary	1
1. Firm Summary	1
2. Qualifications of Personnel	1
3. Other Information.....	1
4. Supplemental Company Information	2
5. Proposal Costs	3
6. Company Organization.....	3
1. Organization Chart	3
7. Response Template	3
Exhibit B - Pricing.....	4
Attachment A - Required Response Questionnaire	7
Supplement to Attachment A: Professional Biographies – UFI Team Members	17
Attachment B - Client Reference List.....	20
Attachment C - Non-Collusion Affidavit	22
Attachment D - Exceptions Form	23
Appendix 1: Pension Advisory Services	24
Appendix 2: Debt Portfolio	26
Appendix 3: Municipal Advisory Engagements	27

3. Executive Summary

1. Firm Summary

Since 1972, Urban Futures, Inc. (UFI) has provided municipal advisory services to California cities, counties, special districts, schools, community colleges, and non-profits. UFI is one of the top municipal advisory firms in the State, having led more transactions than any other firm over the last three years¹. We are staffed with 21 professionals in three California office locations: Tustin (12), Daly City (2), and Walnut Creek (7).

UFI is registered as an Independent Registered Municipal Advisor (IRMA) with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC). UFI is a California-based, California-focused firm. What differentiates us from our peers is the comprehensive municipal services that we provide to our clients, making us a “one-stop shop” for financial solutions. Clients engage our firm to provide them with services ranging from municipal advisory assignments for issuance of bonds to financial forecasts and pension analysis. UFI provides these services through its two main divisions:

- **Public Finance Division** supports the issuance of debt including lease revenue bonds, water and sewer revenue bonds, COPs, GO bonds, special tax and benefit assessment bonds, tax allocation bonds, pension obligation bonds, and privately placed loans.
- **Public Management Division**² offers fiscal sustainability planning, financial forecasting, special studies, and performance improvement services, including pension & OPEB modeling.
 - **Analytics and Compliance Group**² provides services related to continuing disclosure, arbitrage rebate, and CDIAC reporting compliance.

2. Qualifications of Personnel

We believe the core professionals UFI has assembled possess the proven capabilities necessary to provide the City with comprehensive financial advisory services for any of its financing assignments. Four senior-level staff members, and additional support staff will be assigned to the City to fulfill the Scope of Work in the City’s RFP. **Michael Busch**, the firm’s CEO, will serve as the primary contact and provide project oversight. Michael has executed over \$3 billion in tax-exempt and taxable debt, including lease revenue bonds, pension obligation bonds, various utility financings, tax allocation bonds and special tax bonds.

John Phan and **Bill Reynolds** will serve as a co-engagement leads for bond financings. John began his public finance career in 2000 and has completed over 100 financing transactions totaling \$2 billion. Bill Reynolds has over 49 years of municipal financing experience and 22 years as an independent financial advisor. **Julio Morales** will serve as co-engagement lead and offer his expertise with pension analysis. Julio has 25 years of experience working in public and corporate finance and city management and municipal budgeting; he leads UFI’s pension advisory practice. **Branden Kfoury** will provide transaction execution support and has over five years of municipal finance experience. All of the municipal advisors assigned to the City’s engagement are based in our Tustin, CA office and hold a Series 50 municipal advisor registration. Detailed biographies for the team are provided in the Supplement to Attachment A.

3. Other Information

We have reviewed the City’s scope, specifications and terms and conditions and have no exceptions to any part. We are eager to have the opportunity to work with the City.

¹ Source: SDC Platinum, Equal to each manager

²Non-MA Services

4. Supplemental Company Information

Relationship with the City

Members of the UFI team have worked previously with the City staff. In addition, UFI has met with the City previously to discuss financing opportunities. In our presentation in January 2020, we presented a summary of the City's debt portfolio and numerous refinancing opportunities, including a refunding of the former RDA's 2005 Tax Allocation Bonds. If engaged by the City, we believe the TABs refinancing would be a priority and we are eager to begin working on the engagement as soon as possible.

Financial Forecasting Services

UFI is positioned to provide the City with valuable financial consulting services in addition to municipal advisory services. At UFI, we believe a good financial forecast significantly helps cities achieve both fiscal stability and financial sustainability through more informed decision-making. We acknowledge that the City has completed the Municipal Financial Management training led by Julia Erdkamp, whose firm Coxswain Consulting recently merged with UFI. Armed with a robust forecast, leadership (both appointed and elected) can identify critical unmet needs, develop options to close funding gaps and create plans that achieve the City's strategic objectives because they are aligned to a solid and continuously updated financial forecast and plan.

To the extent possible and available, UFI will use actual, operational, salary, benefit, OPEB and pension data and projections to develop a financial model. The analytical capacity of the model will include scenario evaluation capability that allows the City to assess the impact of various future financial scenarios on the City's baseline fiscal forecast. The end-product will be a customized Excel-based user-friendly forecast model that can be used by the City for making key strategic financial decisions, including budgeting, evaluation of rate increases, capital investments, and financing options.

The model will contain a graphical and statistical "dashboard" of measurements, we anticipate the following metrics:

- 1) Projected Rate Structure and Rate Comparison
- 2) Debt Profile (annual and total outstanding debt)
- 3) Debt Service Coverage
- 4) CIP progress and Capital Structure (ratio of pay-go vs debt)
- 5) Working Capital and Reserves
- 6) Labor costing

These metrics are designed to help tell the story of the City's current and future fiscal condition in understandable terms to policymakers, stakeholders and the general public.

Pension/OPEB Advisory Services

We acknowledge that addressing the City's pension liability is a top priority and have provided a summary analysis and detailed scope in Appendix 1 related to pension analysis. UFI has developed a proprietary pension model and proven funding options to address our clients' pension & OPEB costs. UFI has been at the forefront of solving California agencies' pension issues, having established a pension working group in 2017 with a number of local agency representatives, actuaries, and CalPERS representatives. UFI's proprietary model creates amortization schedules for each Amortization Base, which enables each agency to implement "targeting strategies" to meet its desired financial objectives. Targeting Strategies serve as a guiding principle for the implementation of the following financing strategies: **Tax-Exempt Exchange, Synthetic Fresh Start, and Pension Obligation Bonds (POBs).**

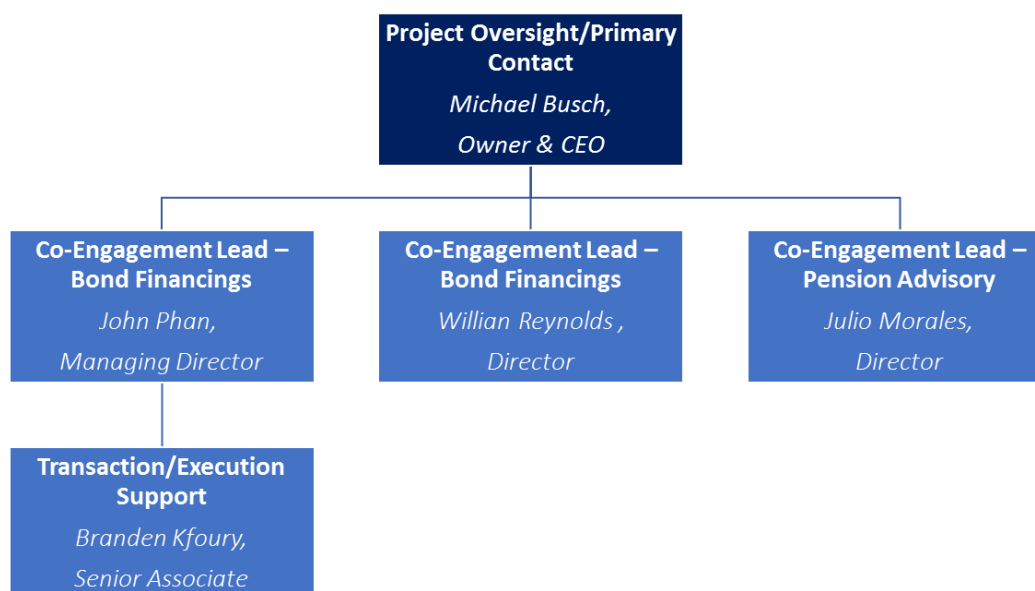
5. Proposal Costs

Please see attached our pricing proposal in Exhibit B.

6. Company Organization

1. Organization Chart

Provided below is an organization chart for all team members assigned to the City's engagement as well as a table detailing the team members' respective roles and qualifications.



Team Member	Role	Experience	Active Clients
Michael Busch CEO and President	Project Oversight/Primary Contact	Over 25 years of experience in fiscal strategies, capital financing, and municipal operations, including municipal reorganizations, fiscal work outs and bankruptcy	Orange LRBs/POBs, Newport Beach Assessment District, Santa Ana POB Study, Lake Elsinore TABs, Beaumont CFD, Covina Water Revenue, POB
John Phan Managing Director	Co-Engagement Lead/Bond Finance Execution	20 years of experience in public finance; over 100 finance transactions for \$2 billion in par	Pasadena LRBs, POBs,
William Reynolds Director	Co-Engagement Lead/Bond Finance Execution	Over 49 years of municipal financing experience including 22 years as an independent financial advisor, 15 years as an investment banker and 12 years in California city government	Inglewood LRBs, POBs, Tax Allocation Bonds
Julio Morales Managing Director	Co-Engagement Lead/Pension/OPEB Analytics and Strategy	Specializes in developing complex models, analyzing and solving complex financial issues, and creating innovative solutions to long-term structural deficits and liabilities	Simi Valley POB, San Fernando POB, Arcadia POB,
Branden Kfoury Senior Associate	Research, Analysis and Transaction Support	Experience with tax-exempt and taxable debt (including Lease Revenue Bonds/COPs, Water/Wastewater Revenue Bonds, TABs, CFDs, GOs)	Orange LRBs/POBs, Calistoga COPs, Beaumont CFD, Lake Elsinore TABs

7. Response Template

Our Response Template is included in Attachment A.

Exhibit B - Pricing

I. Fee Schedule

A. Include a fee schedule required by Specifications and other related tasks to provide a complete proposal for the required services.

The schedule of our municipal advisory fees is provided below.

UFI Municipal Advisory Fee Schedule

Bond Transaction Type	Municipal Advisory Fee
Assessment Districts & Community Facilities Districts	\$35,000
Certifications of Participation, Lease Revenue, Utility Revenue, Tax Allocation Bonds	\$40,000
Tax and Revenue Anticipation Notes	\$30,000
Private Placements/Loans	\$30,000
General Obligation Bonds	\$50,000
Pension Obligation Bonds	\$45,000 - \$75,000 ¹
Federally Subsidized Bonds/Notes	\$45,000

(1) Fee for Pension Obligation Bonds may include modeling and POB study cost.

Our fee for municipal advisory services is exclusive of out-of-pocket expenses such as travel, data recovery, third party data fees, and internal compliance requirements. Out-of-pocket expenses will not exceed \$2,500 on any transaction.

B. Sample fee schedule provided below.

II. Rate Schedule

A. Include titles and rates for key staff members assigned for the services outline in the RFP.

Provided below is a rate schedule for the key staff members who will be assigned to the City's engagement. The estimated hours and total costs below reflect the estimated work necessary to complete a TAB refinancing. Municipal advisory fees for bond financings are contingent upon the successful sale of the bonds.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Michael Busch	Chief Executive Officer	\$275	25	\$6,875
2	John Phan	Managing Director	\$275	40	\$11,000
3	William Reynolds	Director	275	30	\$8,275
4	Branden Kfoury	Senior Associate	\$150	52.9	\$7,935
B	Total Personnel Costs			147.9	\$34,060

III. Payment Terms & Conditions

Our proposed fees for municipal advisory services for various bond transaction types are provided above.

Our fees for financial advisory services on bond issuances are contingent on the success of the financing, and billing is at the end of the transaction. These fees will be in place for a period of five (5) years from the effective date of an Agreement for Municipal Advisory Services.

IV. Additional Fees

Fiscal Consultant Report

UFI can assist in the completion of the Fiscal Consultant Report for tax allocation bond refinancings. The professional fee to complete and deliver a Fiscal Consultant Report is \$10,000, which typically achieves a savings of \$5,000-\$10,000 for the Successor Agency by avoiding the need to pay a separate consultant to produce this report.

Pension Obligation Bonds

Should the City decide to issue Pension Obligation Bonds (POBs), a separate agreement will be required, with a flat fee transaction execution fee. Fees associated with the pension analysis may be included with the issuance of the POB.

Phase 1 – Modeling/Evaluation of Funding Strategies

The initial phase should take 2-4 weeks to complete, depending on the breadth and scope of analysis and number of scenarios and funding strategies the City requests to evaluate. Phase 1 requires a six-step sequential process:

1. Assess the City's pension & OPEB liabilities in the context of other significant financial obligations.
2. Determine the City's key financial objectives (e.g., annual cash flow targets, maximize total interest cost savings, maximize cash flow relief, incorporating other financial cash flows, etc.).
3. Develop pension forecasting model and amortization schedules
4. Identify available funding resources, critical policy issues, and potential funding solutions, including: pre-payments, synthetic fresh start, and pension obligation bonds.
5. Alignment of funding solutions with policy objectives and available resources
6. Determine recommendations

These steps provide a general guideline of the process, the City Manager will direct UFI regarding specific scenarios and analyses requested by the City. As such, this phase of the engagement will be billed on an hourly basis, as specified herein, at the direction of the City Manager.

At the end of this phase, the City will have three key deliverables: 1) a pension model that can perform scenario analysis to determine savings generated by different funding options; 2) a financial evaluation and assessment of each proposed option; and 3) recommended solutions to the Finance Director.

Pension Model - UFI develops pension model that incorporates 30 schedules of each Amortization Base: 15 Miscellaneous & 15 Safety. The model will incorporate the Amortization Bases for the "Classic" plans, which comprise 99% of the unfunded liability. The amortization schedules serve as the foundation of the model, which will be used to determine the financial impact (savings) of different funding strategies and to "target" the most cost-efficient Amortization Bases to prefund.

Once a baseline model is established, the model will be used to run different scenario analysis for proposed solutions, which will include targeted pre-payments, fresh start, synthetic fresh start and POBs. UFI perform rigorous analyses for each proposed solution, reviewing cash flows calculations and savings

estimates for each scenario. UFI will meet with the City Manager, Finance Director and other staff to present our findings. UFI will discuss the benefits and challenges of each option. UFI will assist City staff in determining a final recommendation(s) meets the City's policy and financial objectives.

Phase 2 – Design and Implementation of Recommended Strategies

The second phase of this engagement will encompass making a presentation and recommendation to the City Manager and City Council; and, assistance with the implementation of the recommended solution(s), approved by the City Council. UFI anticipates that there may be more than one recommended strategy toward addressing the City's pension liabilities, one of which may include the issuance of pension obligation bonds.

UFI will assist in developing the presentation and staff report. UFI make a presentation to the City Council that provides background on the issues, outlines the process/options investigated, explain any legal/administrative/regulatory requirements, and propose a recommendation(s).

UFI will develop a plan of finance, which outlines the process/requires steps to implement the recommended solution and establish a transaction timetable. The plan of finance will be summarized in a concise implementation memo, which will also highlight any critical legal, administrative or and regulatory requirements.

UFI will help to ensure that the solution is optimally priced and structured; and that it is implemented in a timely manner. Should the solution require implementation over a period of time, UFI will draft an implementation memorandum to document and facilitate the process.

Phase 1 - UFI charges a base fee of \$10,000 to develop pension model that incorporates 30 schedules of each Amortization Bases. UFI typically charges on an hourly basis (see below) to perform scenario analysis using the pension model. Fees for services will depend on the range of solutions and number of scenarios that are run. Because we continue to enjoy a positive working relationship with the City, UFI will cap the hourly fees at a not-to-exceed amount of \$2,000-\$4,000

Phase 2 - UFI anticipates that the fees for preparing the staff report and presentation to City Council should range between \$1,000 to \$1,500. Assistance with the implementation of the recommended solution, apart from issuing POBs, may require an additional \$2,000 to \$3,500, depending on the level of assistance.

Attachment A - Required Response Questionnaire

Urban Futures, Inc.

Instructions:

Prospective proposer(s) must provide the information requested below and include it in their proposal. **The City of Fullerton has provided the form as a separate Word document for bidder's use.** Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the numbered points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services Please provide the following information about your company:

A. Your company's full legal name, address, phone, fax, email, website.

Urban Futures, Inc.

17821 East 17th Street, Suite 245, Tustin, CA 92780

Phone: (714) 283-9334

Fax: (714) 283-5465

www.urbanfuturesinc.com

B. Prior company names (if any) and years in business; mergers, buyouts, etc.

Urban Futures, Inc. (UFI) has been in business since 1972 (48 years) and has operated under the same business name during that time. We acquired Isom Advisors in 2010. In addition, in 2020 we merged with Coxswained Consulting owned by Julia Erdkamp.

C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Urban Futures, Inc. is a C-Corporation owned wholly by Michael Busch.

D. Which office(s) of your organization will have primary responsibility for managing this account?

Our Tustin, California office will have primary responsibility for managing our advisory services for the City.

E. Names and titles of the principal owner(s).

Michael Busch is the owner of Urban Futures, Inc.

F. Person(s) authorized to make commitments for your company.

Michael Busch is authorized to make commitments for the company.

G. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all terms and conditions of the RFP.

We have included a letter of transmittal and further state that we have read and will comply with all terms and conditions of the RFP.

H. Company history, experience, years in business for current company name.

Since 1972, Urban Futures, Inc. (UFI) has provided municipal advisory services to California cities, counties, special districts, schools, community colleges, and non-profits. UFI is one of the top municipal advisory firms in the State, having led more transactions than any other firm over the last three years. In 2019

alone we closed 170 transactions. We are staffed with 21 professionals in three California office locations: Tustin (12), Daly City (2), and Walnut Creek (7).

I. Tax ID number.

Federal Tax ID Number: 95-2811192

J. The complete scope of services offered by your company.

UFI provides municipal advisory, financial forecasting, pension advisory and analytics and compliances services to our clients through our two main divisions:

- **Public Finance Division** supports the issuance of debt including lease revenue bonds, water and sewer revenue bonds, certificates of participation, general obligation bonds, special tax and benefit assessment bonds, tax allocation bonds, pension obligation bonds, and privately placed loans.
- **Public Management Division** offers fiscal sustainability planning, financial forecasting, special studies, and performance improvement services, including pension & OPEB modeling.
 - **Analytics and Compliance Group** provides services related to continuing disclosure, arbitrage rebate, and CDIAC reporting compliance.

K. The number of clients (including governmental) served in past and present.

UFI is currently engaged and providing municipal advisory services to approximately 40 California cities and special districts. In addition, Urban Futures is currently under contract with over 200 school districts in California as the Municipal Advisor for their bond programs. On average, UFI provides municipal advisory services on 150 bond transactions annually. Since 2015, UFI has served on municipal advisor on \$14.8 billion par amount of transactions for 365 different clients. We have provided a list of transactions for governmental clients since January 1, 2015 in Appendix 3.

We also have approximately 200 Dissemination Agent contracts with public agencies and school districts to perform continuing disclosure. We can say with confidence that we are successfully meeting or have successfully met our clients' needs in terms of client relationship and delivering services on scope, quality, schedule, and budget. We are happy to provide a list of active engagements upon request.

L. Special credentials and licenses required to perform services listed in the RFP.

All UFI municipal advisors, including support staff, hold a Series 50 municipal advisor registration.

M. Contracts terminated for cause, pending litigation or legal issues.

None.

N. Provide a statement of the services(s) that differentiate your firm from other respondents.

UFI is a "one-stop-shop" for financial solutions. Rather than seeking different consultants to address discrete financial issues on a piecemeal basis, clients engage our firm to provide them with services ranging from municipal advisory assignments for issuance of bonds to fiscal sustainability plans and pension and OPEB strategic plans. We can produce an accurate picture of an agency's current financial status, a long-term projection of its financial performance, and a fiscal sustainability plan that includes revenue measures and expense reductions, including management of pension liabilities. To our knowledge we are the only municipal advisory firm with a dedicated staff person for pension advisory services.

II. Resources: Staffing

Provide the following information relative to required services:

- A. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

Michael Busch will be the primary contact for this engagement.

- B. Names and titles of key management personnel.

Michael Busch is the CEO of Urban Futures and will serve as the primary contact.

- C. Team to be assigned for the services outlined in the RFP.

The team led by Michael Busch will provide the City with comprehensive municipal advisory and consultant services as needed. As discussed in Sections C and F of the RFP, Michael will be supported by John Phan and Bill Reynolds, who will serve as a co-engagement leads for bond financings, Julio Morales who will serve as co-engagement lead and offer his expertise with pension analysis, and Branden Kfoury, who will provide transaction execution support.

- D. Qualifications of specific individuals who will be assigned to the project and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past (5) years and their level of involvement. A description of how overall supervision will be provided should be included.

We are assigning a total of four senior-level staff with 120 years of combined public finance experience, in addition to support staff to the City, creating a comprehensive and experienced team with strong analytical and modeling skills to provide financial advisory and consulting services. We have attached a comprehensive list of government clients we've worked with since 2015 in Appendix 3. We further describe our experience and qualifications in Sections C and F of the RFP. By assigning four senior professionals, we can deliver the full resources of the firm with Michael providing proper oversight and supervision.

- E. Resumes of key team members assigned to this project.

Resumes are attached in the Supplement to Attachment A.

III. Required Services: Meeting these Requirements

Provide the following information relative to required services:

- A. What is your firm's experience conducting the services outlined in the RFP? Describe comparable municipal projects performed by your firm in the last (5) years, including the number of projects, scope of service and status of projects.

UFI serves as municipal advisor on more bond transactions in California than any other firm. Since January 1, 2018, UFI has assisted California municipal clients in the completion of almost 300 bond transactions. We take pride in being able to offer our clients multiple services for bond financings as well as financial forecasting and pension advisory. Recent examples of clients where we are currently providing multiple of these services include the Cities of Azusa, Pomona, Inglewood, and Orange.

General Fund & Tax Allocation Bonds

In the past five years, UFI assisted California municipal clients in the completion of approximately 146

general fund and successor agency tax allocation bond issues, more than any other municipal advisory firm.

**Top Municipal Advisors for California General Fund Debt
(January 1, 2014 to Present)**

Rank	Firm	No. of Issues	Par (\$MM)
1	Urban Futures Inc	74	\$926.6
2	KNN Public Finance	68	6,430.0
3	Fieldman Rolapp & Associates	42	1,268.0
4	PFM Financial Advisors LLC	24	973.8
5	Government Financial Strategies Inc	23	484.6
6	Public Resources Advisory Group	22	1,746.0
7	Harrell & Company Advisors	20	355.5
8	Hilltop Securities	14	837.0
9	NHA Advisors	13	239.0
10	Dale Scott & Company Inc	12	312.3

**Top Municipal Advisors for California Tax Allocation Debt
(January 1, 2014 to Present)**

Rank	Firm	No. of Issues	Par (\$MM)
1	Urban Futures Inc	72	1,244.1
2	C M de Crinis & Co Inc	44	1,185.0
3	Fieldman Rolapp & Associates	39	1,626.6
4	PFM Financial Advisors LLC	35	2,773.9
5	Harrell & Company Advisors	28	663.5
6	KNN Public Finance	25	1,128.1
7	NHA Advisors	19	743.9
8	Del Rio Advisors	17	470.1
9	CSG Advisors Incorporated	16	874.3
10	Hilltop Securities	10	235.7

Provided below are case studies that illustrate UFI's experience with relevant transactions similar to those the City may execute. We understand the needs and challenges of cities and towns across California and we hope to have the opportunity to employ our experience and work with the City.

Oakland Successor Agency 2018 Tax Allocation Refunding Bonds— In 2018, UFI served as municipal advisor on the Oakland Redevelopment Successor Agency's Subordinated Tax Allocation Refunding Bonds, Series 2018-TE and Series 2018-T (Federally Taxable), issued to refund, for savings, the outstanding Coliseum Redevelopment Project Tax Allocation Bonds, Series 2006B-TE, and Subordinated Housing Set Aside Revenue Bonds, Series 2011A-T (Federally Taxable). The financing team worked diligently to price this transaction only 13 weeks after the kick-off meeting.

To achieve the lowest cost of borrowing and maximize savings to the Agency and taxing entities (including the City), UFI led the effort to achieve a rating upgrade from S&P for the 2018 and 2015 TABS by highlighting the significant AV growth in the Project Areas since 2015, the extremely strong all-in debt service coverage, the resiliency of the credit as evidenced by the ability to sustain an AV loss of 55% (\$11.5 billion) and still maintain 1x debt service coverage, the major developments coming online, and the amended ROPS covenant that requires the Agency to request at least 50% of total bond year debt service from the January 2 RPTTF distribution. Ultimately, S&P upgraded the 2018 and 2015 Bonds by three notches from "A-" to "AA-", which drastically improved savings by lowering borrowing rates, avoiding the cost of purchasing bond insurance, and allowing for a stand-alone surety for the Debt Service Reserve Fund.

Since the Agency's debt sharply drops off beginning in 2022, at which point the taxing entities would see a significant increase in residual revenues, the refunding was structured with upfront savings to maximize cash flow in the years with the most meaningful impact on the City's general fund. The refinancing shortened the final maturity of the debt by 2 years to keep the overall economics comparable to a proportional savings structure.

On the day of pricing, UFI encouraged the underwriter to go out with aggressive rates, resulting in credit spreads on the final pricing representing the lowest spreads of any TAB sold to date. The refunding generated total cash flow savings of \$27.7 million and net present value savings of \$15.11 million, or over 27% of refunded par. The front-loaded savings structure resulted in an average annual cash flow savings of \$4.76 million in each of 2019, 2020 and 2021 and \$1.6 million in 2022. The City's share of the increased

residual RPTTF revenues is estimated to be almost \$1.4 million in each of 2019, 2020 and 2021 and \$470,000 in 2022.

Water/Wastewater Experience

City of Culver City Wastewater Facilities Revenue Bonds— UFI advised the City of Culver City on the sale of its 2019 A Wastewater Facilities Revenue Bonds, which were issued to refund existing bonds and finance \$12 million of capital improvements. UFI was selected as municipal advisor by the City in June 2019 via a competitive bid process. Once selected as municipal advisor, we assisted the City in issuing RFPs for bond/disclosure counsel and making selections of those firms.

UFI worked diligently with the City to identify capital projects to be debt financed. At the time of the sale, the City maintained a large amount of excess cash reserves. UFI advised the City on an appropriate reserves level and advised on how to use excess cash for its capital spending program and to address the pension liability allocated to its wastewater enterprise. UFI was instrumental in the credit analysis and structuring of the issues. Given the large variances in payments the City makes to the City of Los Angeles for wastewater treatment, UFI helped to structure the 2019 Bonds to maintain target coverage in line with S&P's fixed-charge coverage methodology. The efforts resulted in the rating being affirmed at AA- and a successful sale.

Pension Obligation Bond Experience

City of Glendora Pension Obligation Bonds (POBs) – In 2019, through a competitive process UFI was engaged as municipal advisor to the City of Glendora. The scope of services included the development of a pension amortization model to quantify an appropriate par amount for the bonds based on the City's \$64M liability, assist in the strategy of credit and on the development of the credit presentation, and pricing of the bonds.

In August 2019, the City's Series 2019 Pension Obligation Bonds were awarded a natural "AAA" rating from S&P. To put this into prospective, there are only 16 "AAA" rated cities in California and only 8 "AAA" rated city-issued POBs in California.

The taxable bonds priced at historical low interest costs with a final True Interest Cost (TIC) of 2.81%. The savings to the City's pension obligation as a result of the bond sale is estimated at \$33M.

General Fund Lease Experience

San Ramon 2019 Certificates of Participation – In 2019, UFI served as municipal advisor to the City of San Ramon on the issuance of \$20,990,000 2019 Certificates of Participation (COP's), issued to fund multiple capital improvement projects. The City of San Ramon has been a client of UFI for over ten years. In the two years leading up to the COP issuance, we provided the City with a variety of structuring options and made multiple presentations to staff and City Council.

At the time of the financing, the municipal market was experiencing historical interest rate lows, and we knew that it would benefit the City to price the COP's as soon as possible. Accordingly, we led the financing team towards completing the transaction, from kick-off to closing, in 11 weeks. UFI also took the lead on developing the rating presentation and requesting that the Standard & Poor's (S&P) rating analysts meet with staff in person at City Hall (the leased asset for the transaction). We highlighted the City's robust local economy, healthy liquidity and budget flexibility, strong budget performance, good financial management, and manageable debt and contingent liabilities. S&P assigned a rating of AA+ to the COP's, the highest achievable rating for General Fund lease revenue transactions.

Armed with this top-notch rating, a strong issuer name, and a favorable interest rate environment, UFI encouraged the underwriter to release a scale to investors on the morning of pricing that was even more aggressive than the preliminary scale. The bonds had a very strong reception, and the underwriters were able to improve on some maturities while taking some of the maturities back to the preliminary scale. Ultimately, we were confident that the City extracted every basis point out of the pricing. The financing resulted in a 2.66% TIC for a 20-year borrowing and allows the City to complete projects that have been prioritized by City Council.

Land-Secured Transactions

Beaumont Public Improvement Authority Local Agency Refunding Bonds, Series 2019A - UFI has been municipal advisor to the City of Beaumont since 2015. We assisted the City in putting together its current financing team via an RFP process. For this specific CFD refinancing, UFI worked with the City to assess various structuring options including pursuing the City's first ever CFD bond rating. Given the City's objective to implement best practices in debt management, UFI was able to work with the underwriter to prepare the credit analysis for the District and the specific improvement areas involved in the transaction. Upon review and consideration by S&P, the bonds received an "A" stable rating and were enhanced with bond insurance. On pricing day, the bonds received significant attention from retail investors resulting in a true interest cost of 1.99% for a 13-year term.

- B. [Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.](#)

Approach to Performing the Municipal Advisory Scope of Work

Every financing undertaken by UFI begins with proper planning and financial due diligence and ends with ongoing monitoring and administration. As such, we believe that our normal project planning and implementation process incorporates the Scope of Service for bond issuances outlined in the City's RFP. Most of the tasks can be handled via conference calls, but we are happy to hold in-person meetings as requested by the City. Additionally, we attend all required City Council and Committee meetings and are available to give presentations or to only answer questions.

Activity 1: Preliminary Analysis/Recommendation

No financing is ever recommended without first conducting a complete assessment of the client's needs and financial constraints. During the two-week period, UFI staff perform the following tasks, which will fulfill the RFP Scope of Services related to municipal advisory work:

1. Schedule meetings or calls with staff to request all necessary data and discuss the needs and goals of the City
2. Evaluate alternative financing options and present results to the City
3. Analyze existing outstanding debt to determine parity test requirements, feasibility of refunding certain outstanding series of Bonds, and debt affordability
4. Perform a comprehensive credit analysis of the City to determine the anticipated rating, preferred structure, and interest rate scale for the Bonds
5. Prepare a summary of cost of issuance
6. Independently structure the financing and present results to the City

Activity 2: Assemble the Finance Team and Manage the Financing Process

After an evaluation of financing options/alternatives, should it be determined that financing targets will be met through a bond issuance, UFI will begin work on the financing schedule and the implementation

of the agreed upon financing strategy. Based on the credit of the Successor Agency's refunding issue we would propose a negotiated sale of the bonds. The scope of work includes, but is not limited to, the following:

- 1) *Develop the financing timetable:* UFI will coordinate with staff to develop a schedule that is consistent with the City's goals, staff availability, financing timing, and existing City Council/Successor Agency/Oversight Board meeting schedules.
- 2) *Monitor the transaction process:* Our role as Municipal Advisor has always included the close monitoring of the financing to ensure successful completion. In this area, UFI will coordinate all activities of the finance team, and will assist in the preparation and review of Official Statements, Trust Indentures, Installment Purchase Agreements, Escrow Agreements, Loan Term Sheets, staff reports, and all other applicable documents or presentations to the Council/Successor Agency Board/Oversight Board or rating agency.
- 3) *Assist in the selection of additional service providers:* Because UFI is knowledgeable of, and has worked with, most major firms which operate in the public finance realm in California. Should the City wish to go out for RFP for services such as Trustee, Bond Counsel, Disclosure Counsel, or Underwriter, we are experienced and able to manage or assist staff with the selection process for these services.
- 4) *Provide support to the City relating to financing documents:* We are experienced in the delivery of presentations to City Councils and drafting of applicable staff reports.
- 5) *Compute Sizing and Design Structure of Debt Issue:* Utilizing municipal market data and bond sizing applications, UFI has the ability to prepare an independent financing structure.
- 6) *Plan and Coordinate Presentations to Ratings Agencies and Investors:* UFI is well prepared to assist in the preparation and delivery of credit presentations to rating agencies. While many factors go into the investment decision-making process, the bond rating is often the single most important factor affecting the interest cost on bonds.
- 7) *Interest Rates and Timing:* As a result of the ever-changing interest rate environment, UFI will constantly monitor market rates to ensure that financial alternatives as well as refinancing assumptions and recommendations are maximized through proper timing.

Activity 3: Independently Verify Pricing

Performance matters, and we care about the rates at which the City will ultimately be issuing bonds—they should be in line with the current market and other similar bond sales. To ensure the underwriter is performing in the best interest of the City, we will monitor proposed rates throughout the pre-pricing and pricing process, culminating with a post-sale book that is provided to summarize the basis for investors approving or not approving a credit, the allotment sizes, and the orders themselves. We view this as a crucial step toward maintaining a strong understanding of movements in investor preferences which pays dividends for subsequent bond sales.

Activity 4: Post-Issuance Compliance

Urban Futures has two staff members 100% dedicated to managing the continuing disclosure and dissemination agent needs of our clients. We have over 20 years of experience providing continuing disclosure and dissemination agent services, and we currently serve over 200 public agency clients with the preparation of over 400 reports annually. We have extensive experience covering every type of credit, including General Obligation Bonds, Lease Revenue Bonds, Enterprise Fund Bonds, Tax Allocation Bonds, Community Facilities Districts, and Pension Obligation Bonds.

As a function of providing municipal advisory services, UFI reviews the Continuing Disclosure Agreements

and Bond Indentures for every Bond Issuance at the very beginning of the financing process. This ability to work with the financing team to draft the Continuing Disclosure Agreement is key, as we ensure it is formed in a manner that strikes the balance between providing pertinent information to investors versus minimizing the administrative burden on City staff. It is also another way that we can provide nimble and cost-effective service to the City. In addition to our experience in drafting such documents, the firm has adopted a practice of reviewing each and every Continuing Disclosure Agreement on an annual basis. This practice ensures that each report is being prepared in accordance with the bond's disclosure obligations.

Finally, we are well poised to assist the City with implementation of the provisions of SB 1029 and CDIAC's related transparency regulations. We have developed a checklist of required reports and their due dates. For example, Annual Debt Transparency Reports are due by January 31 of each year, and CDIAC has developed an online form for issuers to submit the required data (i.e., debt authorized during the reporting period, debt outstanding during the reporting period, list of purposes for which debt has been issued, and amounts expended for each purpose in the prior fiscal year). We can assist the City in the preparation and submission of required reports.

- C. [Provide a detailed implementation schedule with an estimated project start date of March 16, 2020 and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.](#)

A draft financing schedule is provided below for a tax allocation bond refinancing, which displays the major milestones to be completed and responsible party for each. Concurrent with the TABs financing, we can also begin work on the pension analysis. We can complete a pension model by the end of March and have discussions with the City simultaneous with the TAB financing. When we last presented the savings analysis for the 2005 TAB refunding in January 2020, savings were over 14%. We would be eager to work with the City to move the financing along as quickly as possible to achieve the highest possible savings. As reflected in our draft schedule below, our approach would be to set up the calendar so that we are teed up to receive the rating, post the POS, and price the Bonds as soon as we receive DOF approval.

Proposed Financing Schedule

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
Mon, Mar 16	Kick-Off Call with MA	MA/I
Fri, Mar 20	Distribute Underwriter RFP and Bond/Disclosure Counsel RFP	MA
Fri, Apr 3	Underwriter/Bond/Disclosure RFPs Due	MA/Agency
Week of Apr 6	Underwriter, Bond/Disclosure Counsel Selected	MA/Agency
Thurs, Apr 9	Kick-Off Call (time TBD)	All
Mon, Apr 20	1st Drafts of Legal Docs / Resolutions distributed	BC
Tues, Apr 21	Request Special Oversight Board Meeting	BC/MA/FA
Thurs, Apr 23	Conference call to review Draft Documents	All
Week of May 4	2nd Drafts of Legal Documents/Resolutions distributed	BC
Thurs, May 7	Conference call to review 2nd Drafts of Documents	All
Tues, May 12	Agenda deadline for SA meeting	BC/MA/Agency

Wed, May 13	Agenda deadline for OB Meeting	BC/MA/Agency
Tues, May 19	SA meeting to approve issuance of 2020 Bonds	BC/MA/Agency
Wed, May 20	Special County OB meeting to approve 2020 Bonds	BC/MA/Agency
Thurs, May 21	Send OB Resolution and Indenture to DOF	BC/MA/Agency
Tues, May 26	(Est.) start of 60 Day DOF review period	---
Week of Jun 1	Distribute draft Fiscal Consultant Report (FCR)	FC
Week of Jun 8	Distribute draft Preliminary Official Statement (POS)	DC
Thurs, Jun 11	Conference Call to Review Draft POS/FCR	All
Week of Jun 15	Distribute revised FCR, POS, and draft Credit Presentation	FC/DC/MA
Week of Jun 22	Conference call to review Credit Presentation (time TBC)	All
Week of Jun 29	Credit Presentation with S&P (time TBD)	All
Tues, Jun 30	Agenda deadline for Agency meeting	--
Tues, Jul 7	SA meeting to approve POS	BC/MA/Agency
Fri, Jul 24	End of 60-day DOF review period	---
Mon, Jul 27	Receive rating	UW/MA
Wed, Jul 29	Print/Post POS	DC
Tues-Wed, Aug 4-5	Pre-Pricing and Pricing	All
Tues-Wed, Aug 18-19	Pre-Closing and Closing	All

Financing Team: I – Issuer (City of Fullerton); MA – Municipal Advisor; BC/DC – Bond/Disclosure Counsel; FC– Fiscal Consultant; UW – Underwriter; UWC—Underwriter’s Counsel; T/EA – Trustee/Escrow Agent

IV. Fees and Payment

Provide the following information relative to required services:

A. List all expenses pertaining to an issue that will be reimbursable.

Our fee for municipal advisory services is exclusive of out-of-pocket expenses such as travel, data recovery, third party data fees, and internal compliance requirements. Out-of-pocket expenses will not exceed \$2,500 on any transaction.

B. Outline billing and payment expectations, including timing and method of payment.

Our proposed fees for municipal advisory services for various bond transaction types are provided in Exhibit B. Our fees for financial advisory services on bond issuances are contingent on the success of the financing, and billing is at the end of the transaction.

C. Describe any remaining fees or additional fees not detailed in Exhibit B.

None.

V. Disclosures

Provide the following information about your company. The disclosure portion of the questionnaire must

be complete, accurate, and in sufficient detail to permit the City of Fullerton to make an informed decision as to with whom business is being conducted:

- A. Are there now pending any legal actions alleging violations of law in connection with an offering of municipal securities against the company, any partner of the company, or any employee of the company? Describe each such pending action.

Urban Futures does not have any pending legal events or disciplinary actions in connection with an offering of municipal securities. This is reflected on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The District may electronically access our firm's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

- B. Have there been any settlements or judgements involving such actions within the last (5) years? Describe each such settlement or judgement, including the nature of the action and amount of recovery.

UFI has not had any settlements or judgments involving any legal actions within the last five years or in its history.

- C. Are there pending any legal or disciplinary matters involving such actions against the company, any partner of the company, or any employee of the company by any state or federal regulatory agency? Describe each such action.

UFI does not have any pending legal or disciplinary matters involving such actions against the company, any partner of the company, or any employee of the company by any state or federal regulatory agency.

- D. Are there any criminal indictments or convictions against the company or its employees where the charges involved an offering of municipal securities and any material pending legal action, settlement, or judgement involving a claim of fraud, whether civil or criminal.

None.

- E. Discuss whether or not the company, any partner of the company or any employee of the company is a party to any pending litigation with the City of Fullerton.

UFI and its employees are not party any pending litigation with the City.

- F. Disclose all contractual or informal financial arrangements/agreements, including joint accounts, fee-splitting, profit sharing and consulting agreements of your company that could impact the City of Fullerton.

UFI, its related entities or any proposed personnel have no compensation/fee arrangements with any other potential parties to the contemplated financing or supplemental proposed services. UFI has no economic arrangements with other "finders", such as governmental consultants, lobbyists, attorneys, or others who introduce financial advisory business. UFI has no "soft dollar" or similar arrangements with registered broker-dealer firms.

Supplement to Attachment A: Professional Biographies – UFI Team Members

Michael Busch, *Chief Executive Officer and President*

Michael Busch is the Chief Executive and Strategy Officer for UFI, (Urban Futures, Inc.), a municipal and financial advisory firm assisting public agencies and nonprofits primarily in California. He's an accomplished municipal executive and public finance professional who has helped manage several public agencies as an assistant city manager and finance director, and now leads UFI -- California's number one ranked municipal advisory firm. Michael also applied his diverse leadership experiences with a number of professional organizations as President of the Municipal Management Association of Southern California (MMASC), Chair of Cal-International City/County Management Association (Cal-ICMA) and Founding Member of the California Utility Executive Management Association (CUEMA). Through his leadership of UFI and engagement with professional organizations, Michael helps cities, counties, special districts and nonprofits across the State of California identify emerging trends, engage in critical policy issues, exchange proven practices, and advance their missions through sound fiscal and operational policy.



During his 12-year tenure with UFI, numerous public agencies have engaged Michael as both a strategic consultant and municipal advisor based on his public finance expertise and broad understanding of fiscal issues affecting the public sector. Michael's engagements include over 60 public agencies throughout California and recently include the cities of Culver City, Santa Ana, Glendora, Arcadia, Pomona, Coachella, Desert Hot Springs, Monrovia, Artesia, Cudahy, Menifee, Salinas, Santa Fe Springs, Beaumont, Lake Elsinore, Covina, Azusa, Jurupa Valley as well as several special districts including Camrosa Water District and Rowland Water District. Additionally, Michael was the lead municipal advisor and public finance expert for the City of San Bernardino, helping to guide the city through its Chapter 9 bankruptcy restructuring, including providing written and oral testimony in the federal mediation and bankruptcy proceedings.

Mr. Busch is a founding member and current Secretary/Treasurer of the California Utility Executive Management Association (CUEMA), a 501(c)6 non-profit organization formed in 2010 to enhance, develop and educate the professional executives of the California water utility industry.

Mr. Busch holds a Bachelor of Arts degree in Urban and Regional Planning from California State Polytechnic University, Pomona, and a Master of Public Administration degree (Finance and Public Works emphasis) from California State University, Long Beach.

John Phan, *Managing Director*

John Phan, Managing Director, provides financial advisory services to schools, colleges/universities, cities, non-profits and water districts. John began his public finance career in 2000 at an underwriting firm. John completed over 100 financing transactions totaling more than \$2 billion, including debt financings such as revenue bonds, general obligation bonds, lease revenue bonds, certificates of participation, pension obligation bonds, special tax Mello-Roos bonds, and redevelopment bonds.



John's underwriting experience helps his ability to save his current financial advisory clients significant financing costs. He has helped his clients save millions of dollars of interest cost for his clients based on his knowledge of the capital markets, in-depth understanding of the steps involved in the bond interest-rate setting process ("pricing"), expertise with structuring bond cash flows, experience managing the

investor outreach process, and familiarity with all types of debt instruments.

John's most recent notable transactions include providing financial advisory services on several direct placements, pension obligation bonds for a natural "AAA" borrower, and obligated group bond financings for various charter schools.

William Reynolds, Director

Mr. Reynolds has over 49 years of municipal financing experience including 22 years as an independent financial advisor, 15 years as an investment banker and 12 years in California city government. He is based in Southern California, delivering advisory services involving all aspects of project financing and debt management. He specializes in providing municipal advisory services to cities, counties, economic development agencies and successor agencies throughout the West.



Before joining Urban Futures, Mr. Reynolds was also a principal and founding partner of the California independent financial advisory MBE firm, Gardner Underwood & Bacon and the WBE firm, Sequoia Financial Group. Prior to forming his own firms, he also served as the Western Regional Manager for the national financial advisory firm of Evensen Dodge.

Julio Morales, Director

Julio Morales has over 25 years of broad-based public finance experience, which includes serving as a Finance Director and City Manager, GIC/structured products provider, Investment Banker and Financial Advisor. Mr. Morales has structured over 100 bond issues totaling \$5 billion in par value – he has extensive experience leading agencies through the required steps of a bond transaction.



Mr. Morales assisted the City of Moreno Valley in the formation of the City of Moreno Valley's Municipal Greenfield Electric Utility, while working at Fieldman, Rolapp. Mr. Morales was responsible for developing the pro forma model used to evaluate and negotiate the P3 with ENCO and their financial backers, Apollo. Mr. Morales worked extensively with the City Manager over several weeks through the negotiation process – providing numerous financial scenarios regarding contract term, waterfall provisions, capital investments, and residual receipts. Once the project was complete, he assisted in the sale of the bonds to finance the project infrastructure.

Mr. Morales has extensive experience with land-secured financings, having worked on more than \$2 billion in par value. His previous clients include, the City of Irvine including the Central Business District and Orange County Great Park, City of Anaheim (Platinum Triangle), Eastern Municipal Water District, City of Oceanside, City of Poway, and the City of Moreno Valley CFD NO-5 (Stoneridge Towne Center).

He currently specializes in developing complex models, analyzing and solving complex financial issues, and Mr. Morales' current water clients include South Orange County Wastewater Authority (SOCWA), Rowland Water District, and Walnut Valley Water District. In addition, he is currently working with the city of Simi Valley to provide pension modeling services. Mr. Morales developed a long-range planning and CIP for South Coast Water District. He has also previously served as a financial advisor to Central Basin Water District, Three Valleys Municipal Water District, Santa Margarita Water District, Eastern Municipal Water District, and Rancho California Water District.

Branden Kfoury, *Senior Associate*

Branden Kfoury joined Urban Futures in June 2019. Previously, Mr. Kfoury was a Senior Associate at Fieldman, Rolapp & Associates where he worked from 2017 to 2019 supporting the firm's City clients. He has provided financing and execution support for general fund, enterprise revenue, general obligation, special tax and tax allocation bond issuances. He has experience on lease revenue bond transactions for the Cities of Downey and San Bruno. Prior to Fieldman, he managed revenue reporting and analysis for the brand advertising group at the website Houzz. From 2010 to 2013, Mr. Kfoury was an associate in the public finance group at BMO Capital Markets in New York. He began his career in the municipal securities industry as a credit analyst at National Public Finance Guarantee Corporation.



Mr. Kfoury received his Bachelor of Science degree in Finance with a minor in Politics from the New York University Stern School of Business.

Attachment B - Client Reference List

Prospective proposer(s) must provide at least (3) references from recent similar projects. Include a brief description of the work provided for each reference. California Municipal projects are preferred. You may offer more than (3) recent similar projects if desired.

The references should include the start date of the project and date of completion for each project.

1. Client's Company Name:	City of Orange
Client Address:	300 E. Chapman Ave., Orange, CA 92866
Contact's Name:	Will Kolbow
Contact's Title:	Assistant City Manager/ Administrative Services Director
Contact's Telephone & FAX:	Phone: (714) 744-2235; Fax: (714) 744-5515
Contact's Email:	wkolbow@cityoforange.org
Scope of Services/Products Provided:	Municipal Advisory Services for 2018 Tax Allocation Bonds, 2020 Lease Revenue Bonds, 2020 Pension Obligation Bonds
Project Start/Completion Date & Value:	2018 TABs: March – July 2018; 2020 LRB/POBs – Current engagements estimated to be completed in Q2 2020; Cost range - \$40,000 - \$50,000 (LRBs/TABs); POBs Cost - TBD
2. Client's Company Name:	City of Azusa
Client Address:	213 East Foothill Blvd, Azusa, CA 91702
Contact's Name:	Talika Johnson
Contact's Title:	Director of Administrative Services
Contact's Telephone & FAX:	Phone: (626) 812-5202; Fax: (626) 334-6358
Contact's Email:	tjohnson@azusaca.gov
Scope of Services/Products Provided:	Municipal Advisory Services for Tax Allocation Bonds, Pension Obligation Bonds, CFD Bonds; Pension Analysis Services; Continuing Disclosure Services
Project Start/Completion Date & Value:	Various CFDs in 2019; 2017 TABs: July – November 2017; POBs – Current Engagement estimated to be completed in Q3 2020; Cost range - \$3,500-\$52,000

3. Client's Company Name:	City of Pomona
Client Address:	505 South Garey Avenue Pomona, California 91766
Contact's Name:	Andrew Mowbray
Contact's Title:	Finance Director/City Treasurer
Contact's Telephone & FAX:	Phone: (909) 620-2353; Fax: (909) 620-3711
Contact's Email:	Andrew_mowbray@ci.pomona.ca.us
Scope of Services/Products Provided:	Municipal Advisory Services for Tax Allocation Bonds, Capital Lease, Pension Obligation Bonds; Pension Analysis Services; Continuing Disclosure Services
Project Start/Completion Date & Value:	2018 TABs: June – September 2018; Capital Lease: March – June 2017; 2018 Enterprise Revenue Bond: Oct 2017 – January 2018; POBs – Current Engagement estimated to be completed in Q3 2020; Cost Range - \$7,500-\$115,000
4. Client's Company Name:	City of Santa Ana
Client Address:	20 Civic Center Plaza, Santa Ana, CA 92701
Contact's Name:	Sergio Vidal
Contact's Title:	Assistant Director of Finance
Contact's Telephone & FAX:	Phone: (714) 647-5295
Contact's Email:	svidal@santa-ana.org
Scope of Services/Products Provided:	Municipal Advisory Services for Gas Tax Revenue Bonds, tax allocation bonds; Pension Analysis Work; Continuing Disclosure Services
Project Start/Completion Date & Value:	Gas Tax Revenue Bonds: June – November 2019; 2018 Tax Allocation Bonds: June – October 2018; Pension study – current engagement; Cost Range - \$2,500-\$72,000

13.0 - Attachment C: Non-Collusion Affidavit

Note: To be executed by Proposer and submitted with proposal.

State of California
(the State of the place of business)

County of Orange
(the County of the place of business)

Michael Busch, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is Chief Executive Officer of
(title of the person signing this form)

Urban Futures, Inc., the party making the foregoing bid
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: 
(signature)

Printed Name: Michael Busch
(name of the person signing this form)

Title: Chief Executive Officer
(title of the person signing this form)

Notary is required for this bid.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 24, 2020 before me, Valerie L Elliott, Notary Public
(insert name and title of the officer)

personally appeared Michael P. Busch-----
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Valerie L Elliott* (Seal)



14.0 - Attachment D: Exceptions

If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- ☒ No exceptions taken
- ☐ Exception taken to the scope of work or specifications
- ☐ Exception taken to indemnification and insurance requirements
- ☐ Exception to proposed contract language
- ☐ Other

Please explain any of the checked items:

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: Urban Futures, Inc.

DATE: 2/24/2020

BUSINESS ADDRESS: 17821 East 17th Street, Suite 245, Tustin, CA 92780

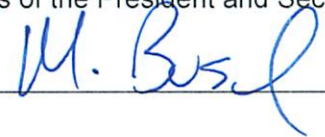
SIGNATURE OF REPRESENTATIVE:



BY: Michael Busch

TITLE: Chief Executive Officer

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

 _____

Appendix 1: Pension Advisory Services

UFI's Pension Advisory Experience

UFI is proud of its interdisciplinary approach to its public finance advising and consulting practices. Our approach is not an academic exercise or theoretical model. Instead, it is based on our real-world experience over many years and successful engagements with cities throughout California. In fact, in almost every engagement in which UFI has created a long-term financial forecast model, we have also provided other financial advisory services and/or acted as the municipal advisor for capital financing.

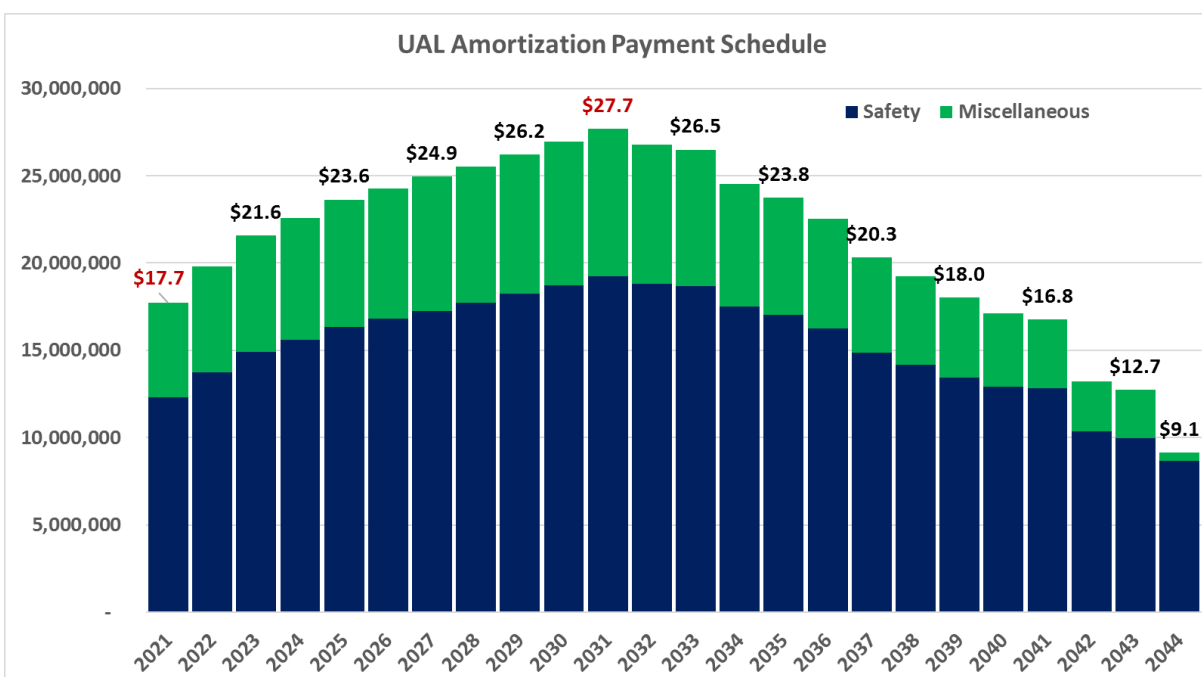
For example, UFI has advised on nine POBs totaling over \$383 million in par value since 2005. Additionally, we are currently in the process of issuing at least nine other POBs for the cities of Arcadia, Simi Valley, San Fernando, Azusa, Alameda, El Cajon, and Covina. For clients that do not plan to issue POBs we are assisting on implementing other financing solutions such as financial forecast modeling, pension and OPEB modeling, drafting financial policies and pension/OPEB mitigation strategies including tax-exempt exchanges, synthetic fresh starts, and establishing 115 trusts. The list below provides the current and recent engagements for clients where a combination of these financial advisory and consulting services has been or are being provided:

Client	Date	Par Amount	POB	Pension Model	Financial Forecast
City of Glendora	9/5/2019	\$ 64,420,000	✓	✓	✓
City of Monrovia	11/30/2017	\$ 111,545,000	✓		
City of Inglewood	10/31/2017	\$ 52,795,000	✓		
City of Riverside	5/24/2017	\$ 31,960,000	✓		
City of Fountain Valley	8/19/2015	\$ 16,000,000	✓		
City of San Ramon	1/21/2010	\$ 17,650,000	✓		
City of Azusa	12/23/2008	\$ 7,215,000	✓	✓	
City of Colton	8/8/2007	\$ 31,149,400	✓		
City of San Bernardino	10/1/2005	\$ 50,401,583	✓	✓	✓
City of Pasadena	In Process	\$ 131,800,000	✓		
City of Pomona	In Process	\$ 211,000,000	✓	✓	✓
City of Azusa	In Process	\$ 80,500,000	✓	✓	
City of Inglewood	In Process	\$ 187,000,000	✓		
City of Arcadia	In Process	TBD	✓	✓	✓
City of San Fernando	In Process	TBD	✓	✓	✓
City of Covina	In Process	TBD	✓	✓	
City of Simi Valley	In Process	TBD	✓	✓	
City of Culver City	In Process	TBD		✓	✓
Mid-Peninsula Water District	In Process	TBD		✓	
Rowland Water District	In Process	TBD		✓	
Beaumont Cherry Valley Water District	In Process	TBD		✓	
South Orange County Wastewater Authority	In Process	TBD		✓	
Walnut Valley Water District	In Process	TBD		✓	
South San Francisco	In Process	TBD		✓	✓
Camrosa Water District	In Process	TBD		✓	✓
City of El Cajon	In Process	TBD	✓	✓	
City of Alameda	In Process	TBD	✓	✓	✓
City of Lake Elsinore	N/A	N/A			✓
City of Cupertino	N/A	N/A			✓
City of Desert Hot Springs	N/A	N/A		✓	
San Gabriel Valley COG	N/A	N/A		✓	

City's Pension Liability

We understand one of the City's most pressing concerns and needs is to develop strategies to address the City's significant pension and other post-employment benefits (OPEB) liabilities. We agree that addressing the rapidly increasing pension and OPEB liabilities is critical to helping the City secure a more fiscally sustainable future.

The City's Annual Pension Costs is comprised of two components: Normal Costs, which are paid as a percentage of payroll; and Unfunded Accrued Liability (UAL), which is a fixed annual. As of the most recent actuarial report, the City's total unfunded accrued liability (UAL) for its Safety and Miscellaneous Plans is \$256 million and is only 68.1% funded. The City's annual UAL payment to CalPERS is currently \$17.7 million and it will increase to \$27.7 million in 2031, an increase of 56%. These UAL payments are in addition to the Normal Cost Payments that the City also makes to CalPERS. Additionally, the City's OPEB plan is less than 1% funded with a net total liability of \$30 million.



UFI can work with the City to develop funding options to address the pension and OPEB liability. For example, the City may consider structuring the refunding of its 2005 tax allocation bonds to achieve upfront savings, which can then be allocated toward paying down bases on its pension liability.

UFI's understanding of CalPERS and OPEB liabilities is unmatched by any Financial Advisory firm in California. We develop a customized pension model for each client – we create an Amortization Schedule for each Amortization Base and incorporate retiree medical (OPEB pay-go cash flows) premiums into our model. The model allows us to perform scenario analysis and develop solutions with surgical precision.

Appendix 2: Debt Portfolio

Currently, the City of Fullerton has the following bonds outstanding:

Issue Date	Name of Issue	Description	Issue Amount	Outstanding	Prepayment Features	Final Maturity
General Fund Debt						
9/5/2013	2013 Tax Judgement Obligation	Taxable Judgement Obligation Bond	\$ 7,250,000	\$ 5,615,000	4/1/2023 @ 100	4/1/2033
12/29/2010	2010 Lease Revenue Bond	Taxable Recovery Zone Economic Development Bonds	\$ 4,435,000	\$ 1,865,000	N/A	5/1/2031
General Fund Debt			\$ 11,685,000	\$ 7,480,000		
Water & Sewer Enterprise Debt						
3/11/2014	Water Rev Ref 2014	Water Revenue Refunding Bonds	\$ 6,810,000	\$ 4,775,000	9/1/2024 @ 100	9/1/2033
Enterprise Debt			\$ 6,810,000	\$ 4,775,000		
Private-Purpose Fund						
5/14/2014	CFD 2014 Special Tax Bonds	CFD Special Tax	7,570,000	7,385,000	9/1/2023 @ 100	9/1/2044
10/31/2012	CFD 2012 Special Tax Ref Bonds	CFD No. 1 Special Tax Ref	19,040,000	14,950,000	9/1/2022 @ 100	9/1/2032
2/10/2015	2015 Tax Allocation Ref Bonds	Merged Redevelopment Project Area	11,975,000	6,385,000	9/1/2022 @ 100	3/1/2025
12/27/2005	2005 Tax Allocation Rev Bonds	Redevelopment Projects	74,600,000	43,040,000	9/1/2015 @ 100	9/1/2027
Private Purpose Debt			\$ 113,185,000	\$ 71,760,000		

The largest refunding opportunity is with the 2005 Tax Allocation Bonds, which are currently callable and have \$43 million outstanding. As we previously presented to the City, there are significant savings opportunities related to these bonds, and we would be eager to begin the process of refinancing the TABs. The next upcoming call dates are for the CFD No. 1 and 2015 Tax Allocation Bonds, which each become callable in 2022. If selected as municipal advisor, we would monitor these bonds for savings opportunities as the call dates approached. Further we would aim to thoroughly analyze the City's debt and other liabilities in the context of a comprehensive financial forecast.

Appendix 3: Municipal Advisory Engagements

January 1, 2015 – Present

Issuer	Debt Type	Sale Date	Principal Amount
Pasadena	Pension obligation bonds	4/23/2015	\$119,460,000
Successor Agency to the Anderson Redevelopment Agency	Tax allocation bond	7/15/2015	7,365,000
Garden Grove	Public enterprise revenue bond	9/29/2015	8,150,000
Coachella Sanitary District	Public enterprise revenue bond	10/15/2015	4,260,000
Greenfield	Certificates of participation/leases	11/12/2015	1,649,470
Pasadena	Certificates of participation/leases	11/12/2015	55,350,000
Successor Agency to the Fillmore Redevelopment Agency	Tax allocation bond	12/15/2015	37,515,000
Fountain Valley Public Financing Authority	Public lease revenue bond	1/27/2016	12,895,000
Successor Agency to the Greenfield Redevelopment Agency	Tax allocation bond	1/27/2016	17,915,000
Successor Agency to the Coachella Redevelopment Agency	Tax allocation bond	2/10/2016	14,935,000
Successor Agency to the Coachella Redevelopment Agency	Tax allocation bond	2/10/2016	9,690,000
Successor Agency to the Garden Grove Community Development Agency	Tax allocation bond	2/24/2016	36,450,000
Monrovia Financing Authority	Public enterprise revenue bond	3/9/2016	36,770,000
Successor Agency to the King City Community Development Agency	Tax allocation bond	3/10/2016	3,195,000
Monrovia Financing Authority	Public lease revenue bond	3/10/2016	13,600,000
Successor Agency to the Commerce Community Development Commission	Tax allocation bond	3/16/2016	15,745,000
Successor Agency to the Commerce Community Development Commission	Tax allocation bond	3/16/2016	25,880,000
California Statewide Communities Development Authority	Certificates of participation/leases	3/17/2016	3,570,000
California Statewide Communities Development Authority	Certificates of participation/leases	3/17/2016	2,785,000
Successor Agency to the San Bernardino Redevelopment Agency	Tax allocation bond	3/23/2016	16,030,000
Successor Agency to the San Bernardino Redevelopment Agency	Tax allocation bond	3/23/2016	27,850,000

California School Finance Authority	Conduit revenue bond	4/21/2016	36,405,000
Successor Agency to the Moorpark Redevelopment Agency	Tax allocation bond	6/16/2016	10,405,000
Imperial CFD No 2006-2	Limited tax obligation bond	7/21/2016	4,915,000
Coachella Financing Authority	Public lease revenue bond	9/1/2016	12,150,000
Cosumnes Community Services District	Certificates of participation/leases	9/15/2016	1,260,000
Cosumnes Community Services District	Certificates of participation/leases	9/15/2016	5,450,000
Cosumnes Community Services District	Certificates of participation/leases	9/15/2016	135,000
Pasadena Public Financing Authority	Public lease revenue bond	9/20/2016	21,865,000
Dinuba Financing Authority	Public lease revenue bond	9/21/2016	6,580,000
Camrosa Water District Financing Authority	Public enterprise revenue bond	9/29/2016	14,020,000
California Municipal Finance Authority	Certificates of participation/leases	10/13/2016	8,165,000
California School Finance Authority	Conduit revenue bond	10/19/2016	250,000
California School Finance Authority	Conduit revenue bond	10/19/2016	12,280,000
Calimesa CFD No 2013-1	Limited tax obligation bond	10/25/2016	1,530,000
Lancaster Financing Authority	Special assessment bond	10/26/2016	14,250,000
Successor Agency to the Turlock Redevelopment Agency	Tax allocation bond	10/27/2016	35,740,000
Lake Elsinore Facilities Financing Authority	Public lease revenue bond	11/1/2016	10,410,000
California Municipal Finance Authority	Public enterprise revenue bond	11/3/2016	48,225,000
Successor Agency to the Rosemead Community Development Commission	Tax allocation bond	11/30/2016	24,730,000
California Municipal Finance Authority	Public enterprise revenue bond	12/8/2016	34,445,000
Monrovia Financing Authority	Public lease revenue bond	2/6/2017	13,865,000
Successor Agency to the Lancaster Redevelopment Agency	Tax allocation bond	3/29/2017	3,155,000
Successor Agency to the Lancaster Redevelopment Agency	Tax allocation bond	3/29/2017	62,495,000
San Juan Water District	Public enterprise revenue bond	6/1/2017	26,125,000
Successor Agency to the Tehachapi Redevelopment Agency	Tax allocation bond	6/7/2017	5,387,000
Pomona Public Financing Authority	Public lease revenue bond	6/20/2017	50,475,000
Pomona	Capital Lease	6/20/2017	50,475,000
Successor Agency to the Tehachapi Redevelopment Agency	Tax allocation bond	6/23/2017	5,892,000

Beaumont CFD No 93-1	Limited tax obligation bond	8/1/2017	5,735,000
Beaumont CFD No 93-1	Limited tax obligation bond	8/1/2017	6,950,000
Beaumont CFD No 93-1	Limited tax obligation bond	8/1/2017	7,320,000
California Statewide Communities Development Authority	Certificates of participation/leases	8/2/2017	5,625,000
Beaumont CFD No 93-1	Limited tax obligation bond	8/8/2017	13,275,000
Inglewood	Pension obligation bonds	10/31/2017	52,795,000
Successor Agency to the Azusa Redevelopment Agency	Tax allocation bond	11/2/2017	3,615,000
Successor Agency to the Azusa Redevelopment Agency	Tax allocation bond	11/2/2017	3,510,000
Lake Elsinore CFD No 2006-1	Limited tax obligation bond	11/13/2017	5,070,000
Monrovia	Pension obligation bonds	11/30/2017	111,545,000
Successor Agency to the Norco Community Redevelopment Agency	Tax allocation bond	12/6/2017	22,665,000
Successor Agency to the Norco Community Redevelopment Agency	Tax allocation bond	12/6/2017	17,880,000
California School Finance Authority	Conduit revenue bond	12/12/2017	24,965,000
Successor Agency to the Santa Fe Springs Community Development Commission	Tax allocation bond	12/21/2017	16,215,000
San Bernardino Joint Powers Financing Authority	Public lease revenue bond	1/9/2018	4,414,002
San Bernardino	Certificates of participation/leases	1/9/2018	4,414,002
Santa Fe Springs	Certificates of participation/leases	1/18/2018	1,800,000
Santa Fe Springs Water Utility Authority	Revenue bond	1/18/2018	1,800,000
Pomona	Public enterprise revenue bond	1/24/2018	13,390,000
Successor Agency to the El Cajon Redevelopment Agency	Tax allocation bond	2/14/2018	38,815,000
Sebastopol Union School District	General obligation bond	2/15/2018	2,000,000
Successor Agency to the Lake Elsinore Redevelopment Agency	Tax allocation bond	2/27/2018	2,350,000
Successor Agency to the Lake Elsinore Redevelopment Agency	Tax allocation bond	2/27/2018	7,970,000
Successor Agency to the Commerce Community Development Commission	Tax allocation bond	3/6/2018	29,720,000
Lake Elsinore CFD No 2003-2	Limited tax obligation bond	4/17/2018	2,655,000
Claremont	Certificates of participation/leases	5/8/2018	3,330,000
California Statewide Communities Development Authority	Certificates of participation/leases	5/8/2018	3,330,000
Successor Agency to the Oakland Redevelopment Agency	Tax allocation bond	5/9/2018	41,765,000
Successor Agency to the Oakland Redevelopment Agency	Tax allocation bond	5/9/2018	15,190,000

Lake Elsinore CFD No 2007-5	Limited tax obligation bond	5/15/2018	1,740,000
Calistoga	Revenue bond	5/22/2018	8,920,000
Beaumont CFD No 93-1	Limited tax obligation bond	5/31/2018	16,915,000
Beaumont CFD No 93-1	Limited tax obligation bond	6/6/2018	8,730,000
Beaumont CFD No 93-1	Limited tax obligation bond	6/6/2018	7,675,000
California Enterprise Development Authority	Conduit revenue bond	6/7/2018	19,055,000
California School Finance Authority	Conduit revenue bond	6/27/2018	15,155,000
Salinas	Certificates of participation/leases	6/27/2018	37,500,000
California Statewide Communities Development Authority	Certificates of participation/leases	6/27/2018	37,500,000
Pico Rivera Public Financing Authority	Certificates of participation/leases	7/12/2018	14,695,000
Successor Agency to the Orange Redevelopment Agency	Tax allocation bond	7/12/2018	20,375,000
Pico Rivera	Certificates of participation/leases	7/12/2018	14,695,000
Lake Elsinore CFD No 2016-2	Limited tax obligation bond	7/18/2018	19,745,000
Apple Valley	Tax and revenue anticipation note	7/24/2018	10,000,000
Coachella CFD No 2018-1	Limited tax obligation bond	8/15/2018	5,745,000
West Sonoma County Union High School District	General obligation bond	8/16/2018	20,000,000
California Municipal Finance Authority	Conduit revenue bond	8/28/2018	1,315,000
California Municipal Finance Authority	Conduit revenue bond	8/28/2018	18,185,000
Successor Agency to the Cudahy Community Development Commission	Tax allocation bond	8/29/2018	14,030,000
King City	Public enterprise revenue bond	8/29/2018	4,041,590
Beaumont Public Improvement Authority	Revenue bond	9/11/2018	81,105,000
Beaumont	Certificates of participation/leases	9/11/2018	81,105,000
Successor Agency to the Pomona Redevelopment Agency	Tax allocation bond	9/26/2018	128,885,000
Apple Valley Public Financing Authority	Public enterprise revenue bond	10/1/2018	3,000,000
Shasta Union High School District	General obligation bond	10/16/2018	20,000,000
Desert Hot Springs	Certificates of participation/leases	10/17/2018	6,850,000
Desert Hot Springs Public Financing Authority	Public lease revenue bond	10/17/2018	6,850,000
Successor Agency to the Santa Ana Community Redevelopment Agency	Tax allocation bond	10/18/2018	13,605,000

Successor Agency to the Santa Ana Community Redevelopment Agency	Tax allocation bond	10/18/2018	58,705,000
Lake Elsinore CFD No 2007-4	Limited tax obligation bond	10/23/2018	2,645,000
Beaumont CFD No 93-1	Limited tax obligation bond	10/25/2018	2,370,000
Beaumont CFD No 93-1	Limited tax obligation bond	10/25/2018	3,725,000
Upland CFD No 2016-1	Limited tax obligation bond	11/1/2018	5,385,000
Upland CFD No 2016-1	Limited tax obligation bond	11/1/2018	3,050,000
Pasadena Public Financing Authority	Public lease revenue bond	11/14/2018	12,515,000
Pasadena	Certificates of participation/leases	11/14/2018	30,858,000
Lynwood Housing Authority	Tax allocation bond	11/14/2018	19,705,000
Pasadena	Certificates of participation/leases	11/14/2018	12,515,000
Pasadena Public Financing Authority	Public lease revenue bond	11/14/2018	30,585,000
Beaumont CFD No 93-1	Limited tax obligation bond	12/4/2018	12,680,000
Lake Elsinore CFD No 2006-1	Limited tax obligation bond	12/11/2018	5,370,000
Successor Agency to the Lake Elsinore Redevelopment Agency	Tax allocation bond	1/9/2019	9,260,000
Cardiff School District	General obligation bond	1/16/2019	8,000,000
Beaumont CFD No 2016-1	Limited tax obligation bond	3/5/2019	9,045,000
Successor Agency to the Hawaiian Gardens Redevelopment Agency	Tax allocation bond	4/11/2019	3,550,000
Successor Agency to the Hawaiian Gardens Redevelopment Agency	Tax allocation bond	4/11/2019	25,990,000
Imperial Public Financing Authority	Revenue bond	4/17/2019	15,620,000
Imperial	Certificates of participation/leases	4/17/2019	15,620,000
Azusa CFD No 2005-1	Limited tax obligation bond	6/11/2019	24,425,000
Upland CFD No 2015-1	Limited tax obligation bond	7/10/2019	3,845,000
Upland CFD No 2015-1	Limited tax obligation bond	7/10/2019	5,315,000
Beaumont CFD No 2016-2	Limited tax obligation bond	7/17/2019	10,285,000
Oakland	Tax and revenue anticipation note	7/17/2019	97,255,000
Beaumont Public Improvement Authority	Revenue bond	7/24/2019	5,375,000
Beaumont CFD No 93-1	Limited tax obligation bond	7/24/2019	825,000
Beaumont CFD No 93-1	Limited tax obligation bond	7/24/2019	1,330,000
Beaumont CFD No 93-1	Limited tax obligation bond	7/24/2019	820,000
Beaumont CFD No 93-1	Limited tax obligation bond	7/24/2019	2,025,000
Beaumont CFD No 93-1	Limited tax obligation bond	7/24/2019	375,000
Covina	Public enterprise revenue bond	7/30/2019	9,930,000
Glendora	Pension obligation bonds	8/22/2019	64,420,000
Successor Agency to the South El Monte Improvement District	Tax allocation bond	9/26/2019	5,535,000

Culver City	Public enterprise revenue bond	10/1/2019	19,360,000
Apple Valley Public Financing Authority	Public enterprise revenue bond	10/1/2019	3,000,000
Successor Agency to the Lake Elsinore Redevelopment Agency	Tax allocation bond	10/4/2019	4,050,000
Coachella	Public enterprise revenue bond	10/10/2019	4,775,000
San Ramon	Certificates of participation/leases	10/17/2019	20,990,000
Beaumont CFD No 2016-4	Limited tax obligation bond	10/23/2019	4,185,000
Banning Utility Authority	Public enterprise revenue bond	10/24/2019	4,020,000
Dinuba	Certificates of participation/leases	11/1/2019	2,360,000
Yuima Municipal Water District	Public enterprise revenue bond	11/1/2019	5,000,000
Diablo Water District	Certificates of participation/leases	11/6/2019	8,380,000
Santa Ana	Revenue bond	11/21/2019	44,650,000
Azusa CFD No 2005-1	Limited tax obligation bond	12/3/2019	20,525,000
Hercules	Special assessment bond	12/4/2019	3,006,859
Successor Agency to the Montclair Redevelopment Agency	Tax allocation bond	12/4/2019	12,660,000
Successor Agency to the Montclair Redevelopment Agency	Tax allocation bond	12/4/2019	19,890,000
Successor Agency to the Lemon Grove Community Development Agency	Tax allocation bond	12/10/2019	3,805,000
Successor Agency to the Lemon Grove Community Development Agency	Tax allocation bond	12/10/2019	11,695,000
California Municipal Finance Authority	Conduit revenue bond	12/11/2019	1,140,000
California Municipal Finance Authority	Conduit revenue bond	12/11/2019	33,795,000
Lake Elsinore CFD No 2006-1	Limited tax obligation bond	12/11/2019	5,395,000
California School Finance Authority	Conduit revenue bond	12/12/2019	22,060,000
Imperial Public Financing Authority	Revenue bond	12/12/2019	8,115,000
Imperial	Certificates of participation/leases	12/12/2019	8,115,000
California School Finance Authority	Conduit revenue bond	12/12/2019	250,000
Lake Elsinore CFD No 2005-2	Limited tax obligation bond	12/24/2019	7,145,000
Lake Elsinore Public Finance Authority	Revenue bond	12/24/2019	7,145,000
California Enterprise Development Authority	Conduit revenue bond	1/29/2020	8,345,000
California Enterprise Development Authority	Conduit revenue bond	1/29/2020	1,020,000

Exhibit C

Fee Schedule

UFI Municipal Advisory Fee Schedule

Bond Transaction Type	Municipal Advisory Fee
Assessment Districts & Community Facilities Districts	\$35,000
Certifications of Participation, Lease Revenue, Utility Revenue, Tax Allocation Bonds	\$40,000
Tax and Revenue Anticipation Notes	\$30,000
Private Placements/Loans	\$30,000
General Obligation Bonds	\$50,000
Pension Obligation Bonds	\$45,000 - \$75,000 ¹
Federally Subsidized Bonds/Notes	\$45,000

(1) Fee for Pension Obligation Bonds may include modeling and POB study cost.

Our fee for municipal advisory services is exclusive of out-of-pocket expenses such as travel, data recovery, third party data fees, and internal compliance requirements. Out-of-pocket expenses will not exceed \$2,500 on any transaction.

Provided below is a rate schedule for the key staff members who will be assigned to the City's engagement. The estimated hours and total costs below reflect the estimated work necessary to complete a TAB refinancing. Municipal advisory fees for bond financings are contingent upon the successful sale of the bonds.

LN	Standard Personnel Rates	Title of Person Performing Service	Hourly Rate	Total Hours	Total Cost
1	Michael Busch	Chief Executive Officer	\$275	25	\$6,875
2	John Phan	Managing Director	\$275	40	\$11,000
3	William Reynolds	Director	275	30	\$8,275
4	Branden Kfoury	Senior Associate	\$150	52.9	\$7,935
B	Total Personnel Costs			147.9	\$34,060

Exhibit D

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2020

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:	
INSURED URBAN FUTURES, INC. dba ISOM ADVISORS 17821 E. 17TH ST. STE 245-255 TUSTIN, CA 92780		INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTS DALE AXV(L) 41297 INSURER B: TRUCK INSURANCE EXCHANGE AXV(L) 21709 INSURER C: MID-CENTURY INSURANCE COMPANY AXV(L) 21687 INSURER D: EVANSTON INSURANCE COMPANY AXV(S) 35378 INSURER E: 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CPS3184222	12/27/2019	12/27/2020	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 \$
C	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			605900024	03/11/2020	03/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EBU016390618	12/27/2019	12/27/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N0915 67 09	03/11/2020	03/11/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	SEXUAL/PHYSICAL ABUSE			CPS3184222	12/27/2019	12/27/2020	OCCURRENCE \$25,000 AGGREGATE \$50,000

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

THE CITY OF FULLERTON, IT ELECTED OR APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE COVERED TO BE ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY. PRIMARY AND NON-CONTRIBUTORY WORDING AND WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER

CANCELLATION

CITY OF FULLERTON 303 W. COMMONWEALTH AVE. FULLERTON, CA 92832	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 
-------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS3184222	12/27/2019	ISOM ADVISORS	04067

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:

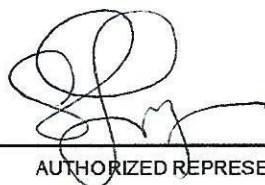
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "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:

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2004

- 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.



AUTHORIZED REPRESENTATIVE

1 3-19-2020

DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2004

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.

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.



WC 99 06 19

**WORKERS' COMPENSATION AND EMPLOYERS'
LIABILITY INSURANCE POLICY**

Named : URBAN FUTURES, INC.
Insured :
17821 E 17TH ST #245
TUSTIN CA 92780

Effective Date 03/11/19

Agent 97-55-33J

N0915-67-09	20 19
Policy Number of the Company	Policy Year

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of _____.

All written contracts in the state(s) of.

CA

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.

Countersigned M. Geyse
Authorized Representative

Exhibit E

W-9 FORM

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Urban Futures Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

17821 E. Seventeenth St., Ste. 245

6 City, state, and ZIP code

Tustin, CA 92780

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

95 - 2811192

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

M. Busc

Date ► 3/21/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.