

AMENDMENT NO. 3

**TO CONTRACT SERVICES AGREEMENT FOR INFRASTRUCTURE FINANCING
DISTRICT CONSULTING SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") entered into by and between the **CITY OF CARSON**, a municipal corporation ("City"), and **KOSMONT & ASSOCIATES, INC.**, a California Corporation ("Consultant"), is effective as of the 14th day of January, 2020.

RECITALS

A. City and Consultant entered into that certain "Contract Services Agreement for Infrastructure Financing District Consulting Services" dated February 11, 2017 ("Agreement"), whereby Consultant agreed to provide Enhanced Infrastructure Financing District Consulting Services for a one-year term for the contract sum of \$24,990.

B. On February 6, 2018, City and Consultant entered into Amendment No. 1 to the Agreement ("Amendment No. 1"), which amended the Agreement to: (i) extend the term of the Agreement through February 6, 2019; (ii) expand the Agreement's scope of services to provide for additional Enhanced Infrastructure Financing District ("EIFD") analysis; and (iii) increase the contract sum to provide for the additional services by an amount not to exceed \$55,000, thereby increasing the total contract sum to \$79,990.

C. On June 4, 2019 City and Consultant entered into Amendment No. 2 to the Agreement ("Amendment No. 2"), which amended the Agreement to extend the term of the Agreement through June 30, 2020, to allow sufficient time for Consultant to perform services identified in the scope of services, yet did not increase Consultant compensation.

D. Up-to-date, Consultant has completed extensive analysis to determine the feasibility of establishing an EIFD for the City, and Consultant has further performed initial district implementation activities for the City, including stakeholder outreach, fiscal impact analysis, and drafting infrastructure financing plan template forms.

E. City desires to move-forward with implementing an EIFD within the City, and therefore, further professional services are desired from Consultant to formally commence next steps in the formation process of the City's EIFD and establishing a public financing authority pursuant to state law, including drafting one or more resolutions to establish the City's EIFD, finalize the infrastructure financing plan and distribute to required property owners, present and attend at City meetings and public hearings to approve the EIFD, and provide real estate and special financing advisory services related thereto.

F. City and Consultant now desire to amend the Agreement to: (i) broaden the scope of services and schedule of compensation to provide for additional services relating to formation of a Carson EIFD; (ii) extend the term of the Agreement through June 30, 2021; and (iii) increase the total contract sum by \$55,000, for a total not-to-exceed contract sum of \$134,990.

TERMS

1. **Recitals.** The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

2. **Contract Changes.** The Agreement is amended as provided herein (additions identified in *bold italics*, deletions in ~~strikethrough~~).

(a) **Section 2.1, of the Agreement, entitled "Contract Sum," shall be amended to read as follows:**

"For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Seventy Nine Thousand Nine Hundred Ninety Dollars (\$79,990)~~ *One Hundred Thirty Four Thousand Nine Hundred Ninety Dollars (\$134,990)* ("Contract Sum").

(b) **Section 3.4, of the Agreement, entitled "Term," shall be amended to read as follows:**

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until ~~June 30, 2020~~ *June 30, 2021*, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

(c) **Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby restated, amended, and replaced in its entirety with Exhibit "A" attached hereto.**

(d) **Exhibit "C" of the Agreement, entitled "Schedule of Compensation," is hereby restated, amended, and replaced in its entirety with the Exhibit "C" attached hereto.**

(e) **Exhibit "D" of the Agreement, entitled "Schedule of Performance," is hereby restated, amended, and replaced in its entirety with Exhibit "D" attached hereto.**

3. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that,

with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of the date first set forth above.

CITY:

CITY OF CARSON, a municipal corporation



Albert Robles, Mayor

Date: 1/14, 2020

ATTEST:

Donesia L. Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[MES]

CONSULTANT:

KOSMONT & ASSOCIATES, INC., a California corporation

By:

Name: Larry Kosmont

Title: Chairman and CEO

By:

Name: STEVEN M. MASURA

Title: SECRETARY

Address: 1601 N. SEPULVEDA BL., #382
MANHATTAN BEACH, CA 90266

Date: JANUARY 8, 2020

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On January 8, 2020 before me, Sabrina Morgan Pareja, personally appeared Larry Komant, 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: Sabrina M. Pareja



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

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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: Sabrina M. Pareja



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☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

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 NUMBER OF PAGES

 DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED
 ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform infrastructure financing consulting services to determine the feasibility of establishing an Enhanced Infrastructure Financing District ("EIFD"), as follows:

Task 1: Initial Research to Evaluate Proposed EIFD Boundary

Consultant will conduct a kickoff meeting (may be telephonic) with the City, and conduct a preliminary evaluation of a proposed boundary area, to be identified by the City, for consideration in forming an EIFD.

All Tasks identified herein include the potential of multiple EIFD sub-areas pursuant to the Carson Vision Plan and prospective expanded areas (to be determined). Consultant will consider certain factors in the preliminary evaluation of the Client's recommended boundary area including, but not limited to:

1. Preferred membership within the EIFD (e.g. City/County/Special Districts, landowners/developers)
2. Available alternatives for funding improvements within the EIFD (e.g. grant sources based on transit or disadvantaged community census tract designation)
3. Infrastructure needs to improve the district and prepare the EIFD area for private development (to be provided by the Client or third party engineering consultant).

Task 2: Assessment of Governance Structure for EIFD

Consultant will, with assistance from City, identify the potential Public Facilities Authority (PFA) members and provide advice on steps to create the PFA governance structure that would best implement the planning and implementation of the EIFD.

Task 3: Illustrative Tax Increment Analysis & Identification of Other Potential Resources

Consultant will review readily available planning documents as well as funding information acquired from Task I to determine the general types of development projects that are planned within the boundaries of the potential EIFD. The advisory work for this Task will focus on prospective or illustrative key private project(s), which are within the proposed EIFD (as appropriate to the assignment). Consultant will incorporate these development projections into an illustrative tax increment analysis for the EIFD in order to determine highest priority projects/areas as well as areas for future annexation/consideration.

Consultant will consider:

- Illustrative development projections in the EIFD (to be determined in consultation with Client)
- Corresponding range of assessed value creation and tax increment generation overtime
- Preliminary list of complementary economic development tools and funding resources
- Potential infrastructure improvements to serve the development (to be provided by Client or selected engineering consultant)
- Overlap of EIFD with former RDA project areas and corresponding outstanding obligations.

Task 4: Strategic Review of Consolidated EIFD vs. Independent EIFD Areas

In conjunction with the Client, Consultant will evaluate the strategic preferences and disadvantages of proceeding based on one versus multiple EIFD areas. Considerations shall include cash flow and timing considerations, as well as likely priorities of other relevant public agencies that are potential contributors/participants in the PFA and or EIFD for a specific sub-area.

Task 5: Evaluation Summary Presentation Materials

Consultant will compile the data and research from Tasks 1 through 4 and compile it into a Summary PowerPoint Presentation that will explain the procedural requirements and potential operating authority of an EIFD and the steps the Client (and other entities, as appropriate) will have to take to create an EIFD.

Consultant will produce this Summary Power Point as a tool to educate the City Council, public agency representatives, general public, and other interested parties about the relevant factors and potential benefits of pursuing an EIFD and potential associated costs.

The Summary PowerPoint will also identify the timing and follow on scope and budget to be determined in consultation with the Client.

Task 6: Public and Private Stakeholder Outreach & Analysis Refinement

- A. Consultant will assist with outreach to public and private sector entity stakeholders, potentially including, but not limited to: City Council, County Administrative Office, County Board of Supervisors, Southern California Association of Governments, State Board of Equalization I Department of Tax and Fee Administration, Special districts (e.g. fire district, water districts, utility agencies), Major EIFD area developers, property owners, and/or registered voters.
- B. Consultant will assist with preparation and presentation of EIFD materials and Analysis as appropriate. Based on continued stakeholder outreach, Consultant will refine preliminary tax increment projections and related funding and financing analysis, in order to reflect proposed participating taxing entity tax increment dedications and supplementary funding sources and financing mechanisms. Consultant will assist with

final determination of EIFD boundaries and governing Public Financing Authority ("PFA") board composition.

Task 7: Infrastructure Financing Plan ("IFP") Document Template

Consultant will prepare an IFP document template to be populated by City staff in collaboration with Consultant and appropriate third-party consultants (e.g. special counsel, engineering I environmental consultants). The IFP template will include a table of contents and delineated sections for required information, including, but not limited to, a legal description of district boundaries, public improvements to be implemented, location, timing, and costs of development and financial assistance, finalized tax increment projections, intention to incur debt (e.g. EIFD bonds), district termination date, taxing entity fiscal impact analysis, and replacement housing obligations (pursuant to legislation Section 53398.63).

Task 8: IFP Supporting Fiscal Impact Analysis

The IFP is required by EIFD legislation to include an analysis of the projected fiscal impact of the EIFD and associated development upon each affected taxing entity. Consultant will prepare the fiscal impact analysis for the expected life of the EIFD (up to 45 years following the date on which the issuance of bonds is approved), including the period during and after new development has occurred. The analysis will include evaluation of potential fiscal revenues (e.g. property tax, sales tax, transient occupancy tax) and expenditures (e.g. police, fire, community services) for the City and other potentially participating taxing entities.

Task 9: Updated County Discussions and Direction on Partnership

Consultant will assist the City in updated preparation and discussion with the appropriate County administrative and supervisorial staff to determine whether the City should proceed with EIFD initially with or without County partnership (recognizing that the County may join in a subsequent year). After receiving an update of the discussions with the County, the Contract Officer shall confirm and direct Consultant to proceed with the next tasks either with or without the County's participation in the EIFD. City understands that County's participation in the City's EIFD may bring financing benefits to said EIFD, but that the County's participation is not a requisite in establishing the EIFD.

Task 10: Resolution(s) of Intent and Establishment of the Public Financing Authority

Consultant will assist City staff and the City Attorney's office with the preparation of requisite documentation for the Resolution(s) of Intent ("ROI") to form the EIFD, including appropriate designation of the governing Public Financing Authority ("PFA") board members. Consultant will assist with coordination and presentation at the required City Council meeting(s) to adopt the ROI and will assist with required noticing of the ROI following the legislative body action(s). Due to the benefits received to City from the County's participation in the EIFD, the Consultant, at the direction and expense of the City, shall assist County staff and County Counsel with the preparation of County resolution(s) and presentation at County Economic Development Policy Committee and

Board of Supervisors meetings, if applicable. Should Consultant enter into a service agreement with County for services related thereto, Consultant shall only charge the City for the pro-rata portion of services delivered to City.

Task 11: Infrastructure Financing Plan Completion and Distribution

Consultant will collaborate with City staff (and potentially County staff, under the direction and cost of City) on the completion of the required IFP (in connection with Task 7, above), and related appendices, and the completion of the financial impact analysis components (in connection with Task 8, above). Consultant will assist City staff, including the City Clerk's office, in the required distribution of the IFP to property owners within the EIFD and to affected taxing entities.

Consultant will assist the City Clerk in coordinating the required noticing of the PFA hearing(s) for IFP approval and EIFD formation.

As part of IFP preparation, initial estimates of potential bonding capacity will be prepared at no additional costs by Consultant's affiliate, Kosmont Realty Corporation, doing business as Kosmont Transactions Services ("KTS"), a registered business with the Securities Exchange Commission (CIK# 0001631076) and the Municipal Securities Rulemaking Board as a Municipal Advisor (ID# K0505). Any and all future financial services provided by KTS shall be negotiated and agreed to by both parties by executing a separate contract services agreement. Nothing in this Agreement shall obligate the City to enter into such an agreement with KTS for future financial services.

Task 12: IFP Approval and EIFD Formation Hearings

Consultant will assist in coordination and will prepare and present an overview of the EIFD and IFP at the required City Council meeting(s) (and potential County Board of Supervisors meeting(s), under the direction and cost of City) and PFA hearing(s) to approve the IFP and form the EIFD. Once the EIFD is successfully formed, Consultant will assist City staff in completing the required filings for Change of Jurisdictional Boundaries with the State Board of Equalization.

Task 13: Special Projects – As-Needed Real Estate and Project Financing Advisory Services

As directed by the Contract Officer, Consultant will provide the following services on an on-call basis: real estate and special financing advisory services on various real projects as mutually agreeable by Consultant and the City, pursuant to and in accordance with the procedure in Section VI of this Exhibit A.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Task 1 Deliverables: Preliminary EIFD project area map
- B. Task 2 Deliverables: Outline of potential governance structure/governing board membership alternatives; Summary of steps, estimated timetable to complete formation of governing board; Preliminary estimate of PFA start-up costs
- C. Task 3 Deliverables: Illustrative tax increment analysis and preliminary list of complementary funding sources; Preliminary infrastructure improvement list (to be provided by Client or to be identified consultant); Ranking of potential EIFD areas by priority (e.g. early/higher priority vs. later/future consideration)
- D. Task 4 Deliverable: Summary Matrix of prospective EIFD Areas with technical and subjective observations
- E. Task 5 Deliverables: Summary PowerPoint; Presentation of Summary Power Point to City Staff and Council
- F. Task 6 Deliverables: EIFD materials and analysis.
- G. Task 7 Deliverables: IFP document template and assist with the final determination of EIFD boundaries and governing Public Financing Authority ("PFA") board composition.
- H. Task 8 Deliverables: A fiscal impact analysis for the expected life of the EIFD (up to 45 years following the date on which the issuance of bonds is approved), including the period during and after new development has occurred. The analysis will include evaluation of potential fiscal revenues and expenditures for the City and other potentially participating taxing entities.
- I. ***Task 9 Deliverables: Written summary of County Board of Supervisors discussions and recommendation on the formation of EIFD (whether with, or without, the County's participation) so as to provide direction/confirmation on whether the City should proceed with EIFD initially with or without County partnership.***
- J. ***Task 10 Deliverables: Provide City (and County Board of Supervisors, if applicable) with required documentation, including but not limited to, ROI, to form the EIFD. Presentation of summary PowerPoint to City Council, staff, and public during public meeting(s).Noticing of the ROI as needed.***
- K. ***Task 11 Deliverables: Completed IFP and related appendices and financial impact analysis. Distribution of the IFP to property owners within EIFD and affected taxing entities, as needed. In coordination with City Clerk, provide notice of PFA hearing for IFP approval and EIFD formation, and file required documents to form EIFD, as needed. Initial estimates of potential bonding capacity.***
- L. ***Task 12 Deliverables: Coordination, preparation and presentation of PowerPoint on the EIFD and IFP at required City Council meeting(s) (and potential County Board of***

Supervisors meeting, under the direction and cost of City) and PFA hearing(s) to approve IFP and form EIFD. File the Change of Jurisdictional Boundaries with the State Board of Equalization, as needed.

M. Task 13 Deliverables: Deliverables shall be determined in accordance with Section VI of this Exhibit "A".

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A. As needed, upon request of Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Larry Kosmont

B. Joseph Dieguez

C. Robert Valenti

D. Fernando Sanchez

E. Wil Soholt

F. Thomas Jirovsky

G. Dan Massiello

H. Felicia Williams

VI. Consultant must perform the services listed in Task 13 of Section I of this Exhibit "A" in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit "C", Schedule of Compensation, whenever a requested task is provided for in Exhibit "C"; explain how the cost was determined; and, a schedule for

completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

- C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a notice to proceed.*
- D. The task shall be performed at a cost not to exceed the Task Budget.*
- E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date."*

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

		TIME	SUB-BUDGET
A.	Task 1	3-4 weeks	\$6,500
B.	Task 2	2-4 weeks	\$3,500
C.	Task 3	3-4 weeks (overlapping w/Task 2 B)	\$6,000
D.	Task 4	3-4 weeks (overlapping w/Tasks 2-3)	\$3,500
E.	Task 5	2-4 weeks	\$5,490
F.	Task 6	90 hours 6-8 weeks	\$25,000
G.	Task 7	27 hours 3-4 weeks	\$7,500
H.	Task 8	80 hours 5-6 weeks	\$22,500
I.	Task 9*	8-12 weeks (overlapping with Tasks 10 and 11)	\$7,500
J.	Task 10*	6-8 weeks (overlapping with Tasks 9 and 11)	\$5,000
K.	Task 11*	6-8 weeks (overlapping with Tasks 9 and 10)	\$7,500
L.	Task 12*	16-20 weeks	\$5,000
M.	Task 13	TBD at direction of City staff	\$15,000
N.	Contingency	-	\$15,000

** Tasks 9 through 12 include costs for Consultant services provided to County should County participate in the EIFD, including drafting required resolutions and documents pursuant to state law; provided, however, that upon approval from the Contract Officer the costs may increase for unexpected and extended negotiations. Should Consultant enter into a service agreement with County for services related thereto, Consultant shall only charge the City for the pro-rata portion of services delivered to City.*

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

Notwithstanding the foregoing, the Contingency amount described in Subsection N of Section I of this Exhibit "C" shall only be used for unexpected and extended negotiations, including any negotiations with other agencies such as the County and the Consolidated Fire Protection District of Los Angeles County. Consultant shall notify and receive confirmation from Contract Officer before proceedings with any participation in said unexpected and extended negotiations with other agencies.

- IV. *For all on-call services listed under Task 13 of Section I of Exhibit "A", Consultant shall establish a Task Budget for each task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.*
- V. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- VI. The total compensation for the Services, including on-call services, shall not exceed ~~\$79,990.00~~ \$134,990.00, as provided in Section 2.1 of this Agreement.
- VII. Consultant's billing rates for all personnel, and rates for additional expenses, are ~~attached as Exhibit C-1~~ as follows:

PERSONNEL HOURLY RATES

Professional Services

<i>Chairman & CEO</i>	<i>\$305.00/hour</i>
<i>President</i>	<i>\$290.00/hour</i>
<i>Partner/Senior Vice President/Senior Consultant</i>	<i>\$275 00/hour</i>
<i>Vice President/Associate</i>	<i>\$195 00/hour</i>
<i>Project Analyst/Project Research</i>	<i>\$165.00/hour</i>
<i>Assistant Project Analyst/Assistant Project Manager</i>	<i>\$125.00/hour</i>
<i>GIS Mapping/Graphics Service</i>	<i>\$ 95 00/hour</i>
<i>Clerical Support</i>	<i>\$ 60 00/hour</i>

Additional Expenses

In addition to professional services (labor fees):

- 1) An administrative fee for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Consultant professional service fees incurred; plus*
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.*
- 3) If Consultant retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1 X (times) fees and costs.*
- 4) Consultant's attendance or participation at any public meeting requested by Client will be billed at the professional services (hourly) fees as shown on this rate sheet.*

Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform Task 1 timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date (subject to modification based on date City provides Consultant with updated planned project data)</u>
A.	Task 1	30 days from authorization	3/17/2017
B.	Task 2	60 days from authorization	4/17/2017
C.	Task 3	60 days from authorization	4/17/2017
D.	Task 4	60 days from authorization	4/17/2017
E.	Task 5	90 days from authorization	5/17/2017
F.	Task 6	60 days from receipt of City updated planned project data	August 31, 2019
G.	Task 7	90 days receipt of City updated planned project data	September 30, 2019
H.	Task 8	90 days from receipt of City updated planned project data	September 30, 2019
I.	Task 9	<i>Within 90 days from authorization</i>	<i>March 31, 2020</i>
J.	Task 10*	<i>Within 180 days from authorization</i>	<i>June 30, 2020</i>

K.	Task 11*	<i>Within 180 days from authorization</i>	<i>June 30, 2020</i>
L.	Task 12*	<i>Within 365 days from authorization</i>	<i>December 31, 2020</i>

Additionally, for Task 13, Consultant shall perform requested services in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer.

****On December 3, 2019, the City Council adopted Resolution No. 19-192 with the intent to preserve the application of the then current EIFD state law on the formation of an EIFD. At the City's option (and subject to anticipated cleanup legislation), the City may elect to complete the EIFD process under prior state law or current state law, which may affect the deadline dates associated with each Task, and Consultant shall work with the City to accommodate for said changes in timeline.***

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A. Task 1 Deliverables:** Preliminary EIFD project area map
- B. Task 2 Deliverables:** Outline of potential governance structure/governing board membership alternatives; Summary of steps, estimated timetable to complete formation of governing board; Preliminary estimate of PFA start-up costs
- C. Task 3 Deliverables:** Illustrative tax increment analysis and preliminary list of complementary funding sources; Preliminary infrastructure improvement list (to be provided by Client or to be identified consultant); Ranking of potential EIFD areas by priority (e.g. early/higher priority vs. later/future consideration)
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- E. Task 5 Deliverables:** Summary PowerPoint; Presentation of Summary Power Point to City Staff and Council
- F. Task 6 Deliverables:** EIFD materials and analysis.
- G. Task 7 Deliverables:** IFP document template and assist with the final determination of EIFD boundaries and governing Public Financing Authority ("PFA") board composition.
- H. Task 8 Deliverables:** A fiscal impact analysis for the expected life of the EIFD (up to 45 years following the date on which the issuance of bonds is approved),

including the period during and after new development has occurred. The analysis will include evaluation of potential fiscal revenues and expenditures for the City and other potentially participating taxing entities.

- I. Task 9 Deliverables: Written summary of County Board of Supervisors discussions and recommendation on the formation of EIFD (whether with, or without, the County's participation) so as to provide direction/confirmation on whether the City should proceed with EIFD initially with or without County partnership.*
- J. Task 10 Deliverables: Provide City (and County Board of Supervisors, if applicable) with required documentation, including but not limited to, ROI, to form the EIFD. Presentation of summary PowerPoint to City Council, staff, and public during public meeting(s). Noticing of the ROI as needed.*
- K. Task 11 Deliverables: Completed IFP and related appendices and financial impact analysis. Distribution of the IFP to property owners within EIFD and affected taxing entities, as needed. In coordination with City Clerk, provide notice of PFA hearing for IFP approval and EIFD formation, and file required documents to form EIFD, as needed. Initial estimates of potential bonding capacity.*
- L. Task 12 Deliverables: Coordination, preparation and presentation of PowerPoint on the EIFD and IFP at required City Council meeting(s) (and potential County Board of Supervisors meeting, under the direction and cost of City) and PFA hearing(s) to approve IFP and form EIFD. File the Change of Jurisdictional Boundaries with the State Board of Equalization, as needed.*
- M. Task 13 Deliverables: Deliverables shall be determined in accordance with Section VI of this Exhibit "A".*

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



KOSM&AS-01

BSTERBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2020
1/7/2020

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 License # 0C36891

Lyddy Martin Company
20300 Ventura Blvd. Suite 340
Woodland Hills, CA 91364

CONTACT NAME: Brett R Sternberg

PHONE (A/C, No, Ext): (310) 478-2625 317

FAX (A/C, No):

E-MAIL ADDRESS: brett@lyddymartin.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Sentinel Insurance Company, Ltd

11000

INSURED

Kosmont & Associates, Inc.
Dba: Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90265

INSURER B :

INSURER C :

INSURER D :

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	X	X	72SBABC3942	6/27/2019	6/27/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			72SBABC3942	6/27/2019	6/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE	X	X	72SBABC3942	6/27/2019	6/27/2020	AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The City of Carson, its City Council and all the City Council appointed groups, committees, boards, and any other City Council appointed bodies, and the City's elected or appointed officers, and its officials, employees, agents, representatives and volunteers (hereinafter "City and City Personnel" are named additional insured. The insurance is primary and non-contributory - waiver of subrogation is included in favor for the City, its officers, officials, employees, agents, representatives and volunteers, and their respective insurers. See Business Liability Form #SS 00 08 04 05 attached.

CERTIFICATE HOLDER

City of Carson
Community Development Department
701 East Carson Street
Carson, CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



CERTIFICATE OF LIABILITY INSURANCE

Approved (RG)
1/13/2020
Acct#: 1171322

DATE (MM/DD/YYYY)
1/7/2020

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 Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED Insperity, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ace American Insurance Co.	22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input 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:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 <input type="checkbox"/> N/A <input checked="" type="checkbox"/> X	C66712679	10/1/2019	10/1/2020	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WAIVER OF SUBROGATION IN FAVOR OF CITY OF CARSON WHEN REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

CANCELLATION

CITY OF CARSON
COMMUNITY DEVELOPMENT DEPARTMENT
701 E. CARSON ST.
CARSON, CA 90745

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

Dr. Kelly

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity, INC. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number
	Policy Number Symbol: RWC Number: C66712679
Policy Period 10/1/2019 TO 10/1/2020	Effective Date of Endorsement 10/1/2019
Issued By (Name of Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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 named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ☒ Specific Waiver
Name of person or organization:
CITY OF CARSON
701 E. CARSON ST.
CARSON, CA 90745

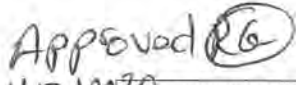
☐ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium : INCLUDED



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

Approved 
1/13/2020
01/10/2020

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.

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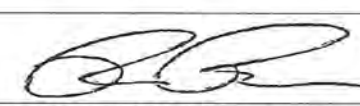
PRODUCER Rick Powell Insurance Agency, Lic 3500 West Olive Ave, Suite 300 Burbank, CA 91505 Phone (818) 861-7440 Fax (760) 804-9710	CONTACT NAME: Rick Powell PHONE (A/C, No, Ext): (818) 861-7440 FAX (A/C, No): (760) 804-9710 E-MAIL ADDRESS: rick@insurance4ca.com																					
INSURED Kosmont & Associates, Inc. dba Kosmont Companies 1601 N Sepulveda Blvd #382 Manhattan Beach CA 90266	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>HISCOX INSURANCE COMPANY INC.</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	HISCOX INSURANCE COMPANY INC.	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions Coverage	Y	MPL1425837.19	03/15/2019	03/15/2020	\$2,000,000/\$2,000,000 Per Claim/Aggregate

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

Certificate holder is Additional Insured per form PLPMPL P0002 CW (06/14) attached.
Retroactive Date 03/15/2007

CERTIFICATE HOLDER City of Carson Community Development 701 E. Carson Street Carson, CA 90745	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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