

**CITY OF POMONA**  
**PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into retroactively this 1st day of November, 2025, by and between the City of Pomona, a California charter city and municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 ("City") and DTA Public Finance, Inc. ("CONSULTANT"), with its principal place of business at 18201 Von Karman Avenue, Suite 220, Irvine, CA ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional Engineer of Record consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional Engineer of Record consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such professional Engineer of Record consulting services for the assessment districts in the City of Pomona project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Engineer of Record consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from November 1, 2025 to October 31, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

**3.2.1 Independent Contractor; Control and Payment of Subordinates.** The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

**3.2.2 Schedule of Services.** Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

**3.2.3 Conformance to Applicable Requirements.** All work prepared by Consultant shall be subject to the approval of City.

**3.2.4 Substitution of Key Personnel.** Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Meg McWade, Public Works Director.

3.2.5 City's Representative. The City hereby designates Meg McWade, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Andrea Roess, Managing Director or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to

provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.5 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its sub-consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

#### 3.2.11 Insurance. [CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE]

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance

requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of

cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing

that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

#### 3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to

indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total annual compensation shall not exceed Eighteen Thousand Six Hundred Twenty Dollars (\$18,620.00), and total compensation under this agreement shall not exceed Fifty-Five Thousand Eight Hundred Sixty Dollars (\$55,860.00) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to

Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C." Any such rate increase shall not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim, CA, All Items, Not Seasonally Adjusted (Series ID: CUURS49BSA0), as published by the U.S. Bureau of Labor Statistics, for the most recent 12-month period for which data is available at the time of renewal. In no event shall the rate increase exceed this CPI percentage change.

### **3.4 Labor Code Requirements.**

**3.4.1 Prevailing Wages.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.4.2 Registration/DIR Compliance.** If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subconsultant.

**3.4.3 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Accounting Records.**

**3.5.1 Maintenance and Inspection.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. Any information reviewed and/or copied during an audit shall be treated as confidential and shall not be subject to release as part of a Public Records Act Request.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

**3.6.1.1 Grounds for Termination.** City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

**3.6.1.2 Effect of Termination.** If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request. Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models) and products derived from such software, prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto. However, the fixed final work product delivered by Consultant shall belong to the City.

**3.6.1.3 Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**3.6.2 Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	DTA Public Finance, Inc. 18201 Von Karman Avenue, Suite 220 Irvine, CA 92612 ATTN: David Taussig, Chairman/Managing Director
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City:	City of Pomona 505 South Garey Avenue
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Pomona, CA 91766  
ATTN: Meg McWade, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.3 Ownership of Materials and Confidentiality.

#### 3.6.3.1 Documents & Data; Licensing of Intellectual Property. This

Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents. Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas, and spreadsheet models, source code, and DTA Dashboards, computer models, etc.) inventions, designs, programs improvements, processes and methods (collectively, the "Proprietary Models") used or developed by the Consultant in performing its work are proprietary and shall remain property owned solely by, or licensed by a third party to the Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto. None of the systems used by Consultant as part of Consultant's services for this engagement (i.e., DTA Dashboards, computer models, etc.) are software as a service system. Consequently, Consultant will neither provide a license for nor deliver a model in which software would be licensed on a subscription basis. However, the fixed final work product delivered by Consultant shall belong to City.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by

design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models) and products derived from such software, prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto. However, the fixed final work product delivered by Consultant shall belong to the City. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City

written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers. Notwithstanding the above, Consultant's duty to defend and indemnify shall be limited to the proportionate extent of Consultant's negligence, recklessness, or willful misconduct, and only after a final determination of Consultant's percentage of fault by a court of competent jurisdiction.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.8 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions,

Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO**  
**PROFESSIONAL SERVICES AGREEMENT BY AND**  
**BETWEEN THE CITY OF POMONA AND DTA Public**  
**FINANCE, INC.**

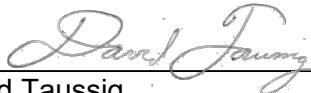
**CITY OF POMONA**

**DTA Public Finance, Inc.**

By: \_\_\_\_\_

Anita D. Scott  
City Manager

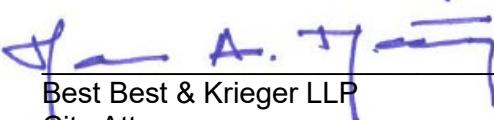
By: \_\_\_\_\_

  
David Taussig  
Chairman/Managing Director

*Attest:*

\_\_\_\_\_  
Rosalia Butler, City Clerk

*Approved as to Form:*

  
\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Consultant shall be responsible for preparing the Engineer's Report and assessment data for the levy of annual assessments for Fiscal Year 2026/27 and each subsequent fiscal year within the contract period for the Consolidated Citywide District in 4 accordance with the provisions of Division 15, Part 2 of the California Streets and Highways Code. The Engineer's Report and final assessment data shall include all parcels within all benefit zones within the District and any parcels to be added during the fiscal year, as advised by the City of Pomona (the "City"), utilizing previously adopted assessment formulas, which are not subject to Proposition 218.

<b>Zone</b>	<b>Description</b>	<b>Landscaping Benefit</b>	<b>Lighting Benefit</b>
A	Phillips Ranch	Yes	No
B	Phillips Ranch	Yes	Yes
C (includes area formerly known as G)	District-Wide	No	Yes
D	Garey Avenue – Lexington Avenue to Route 71	Yes	Yes
E	Garey Avenue – Auto Center Drive	Yes	Yes
F	Garey Avenue – 9 <sup>th</sup> Street to Lexington Avenue	Yes	Yes
H	University Corporate Center	Yes	Yes
I	Emerald Court – Track 52097	No	Yes

**A. Research**

1. (Assessor) and other sources for all parcels within the District and merge with Consultant's internal parcel data.
2. Perform comprehensive audit to identify each parcel that is physically located within the boundaries of each of the benefit zones of the District. Research and reconcile any parcels found to be within the boundary of the District, but inaccurately identified by the Assessor.
3. Create a complete and accurate database including every parcel within the boundaries of each benefit zone, including the parcel attributes necessary for calculating the assessments.
4. Determine the number of parcels in each land use category, excluding nontaxable parcels.
5. Research and obtain all property characteristics that are needed to properly calculate the correct assessment amount, including location, property type and land area.
6. Update and maintain a database of each parcel within each benefit zone of the District. The data for each parcel shall include the owner name(s), site address, property values,

parcel number, assessment factors, assessment amount, mailing address, site address, parcel type, notes and other useful or relevant data.

7. Research changes in property data, property usage, property calculations, and assessment changes from the previous year for all parcels within the District. Flag all parcels that require property research to determine the appropriate assessment.
8. Research all flagged parcels as well as those parcels or areas designated by City staff as requiring further research.
9. Research or field-check those properties that are flagged for research and for which additional information is needed.
10. On a parcel-by-parcel basis, calculate the specific assessment amount for each taxable parcel.

## **B. Coordination Meetings**

1. Meet with City staff to review project changes and annexations to the District, receive budgets, and confirm approval timeline.
2. Conduct one status meeting in conjunction with the draft Engineer's Report and the final Report.
3. Meet with City staff, property owners, County Assessor staff and other parties, as needed, to obtain information or verify assessments, including meetings regarding:
  - Using the established assessment methodology to allocate the estimated cost of services, improvements, and expenses to all assessed parcels within the boundaries of each zone of benefit within each assessment district;
  - Obtaining current fiscal year cost information from the City to use as a basis for the cost estimate in the Engineer's Reports and for the budget and cost estimate for each benefit zone;
  - Projecting costs based on prior year estimates, actual costs, new or modified services and improvements and other factors;
  - Establishing budgets for each of the benefit zones, based on information provided by the City; and
  - Reviewing the budgets and cost estimates with the City and finalize the budgets after incorporating City input.

## **C. Engineer's Report**

1. The Engineer's Report shall be prepared and certified by a Registered Civil Engineer.
2. The Engineer's Report shall be completed in time for submittal to City Council no later than the second Council meeting in May. For Fiscal Year 2026/2027, the meeting date is anticipated to occur on Monday, May 18, 2026. The report must be received in time for Staff to review and place on the agenda.
3. Prepare the Resolution of Intention and the notice of public hearing for continuation of the assessments.
4. Provide one electronic copy (in a format acceptable to the City) and five (5) hard, bound

copies of the Draft Engineer's Report, including five (5) copies of the revised Assessment Diagram to the City and review the Draft Report with City staff.

5. As necessary, incorporate comments and suggestions.
6. Submit one (1) electronic copy (in a format acceptable to the City) and five (5) hard, bound copies of the Preliminary Engineer's Report, including the revised Assessment Diagram and Boundary Map reflecting any new annexations and benefit zone changes.
7. Attend City Council meeting for approval of the Preliminary Engineer's Report and setting the public hearing.
8. Answer all questions raised regarding the assessments, including summarizing methodology, and assist with finalizing the project for Council approval.
9. Attend public hearing for approval of the Final Engineer's Report and levy of the annual assessments.

#### **D. Submittal of Assessment Roll to Los Angeles County Auditor/Controller**

1. Meet Los Angeles County requirement for submission of assessment roll and complete tasks needed to submit the assessment levies, by required date.
2. After confirmation of assessments, submit assessment roll in required electronic format to the Los Angeles County Auditor/Controller's office. Make necessary corrections, if required, after receipt of the Exception Report from the County.
3. File approved Assessment Roll with the County Auditor for inclusion of Assessments on current fiscal year tax bills.
4. Verify and validate Auditor's levy data prior to the County's printing of tax bills.
5. Deliver one (1) bound copy of the Final Assessment Roll to the City.

#### **E. Services After County Submittal**

Consultant shall perform the following services for the City throughout the year:

1. Obtain information regarding delinquencies and unpaid assessments. Issue quarterly reports detailing delinquent assessments.
2. For any Assessments that cannot be collected on County tax bills, Consultant shall prepare a listing of property owners, addresses, property information, proposed assessment amount and delinquent Assessments.
3. Upon the City's request, assist the City with collection of delinquent Assessments from manually billed properties.
4. Directly and promptly respond to any assessment inquiries by any property owner, staff or other agency.
5. If any property owners appeal the Assessments for their property, Consultant shall

investigate the assessment amount and basis for appeal and shall make a recommendation and finding for the City. In the event that the City finds that the Assessment or assessment rate should be adjusted, Consultant will adjust the Assessments according to the City's final determination

## 1 Proposed Approach

**DTA is able to perform all services requested in the Scope of Services and does not anticipate employing subconsultants for any portion of this engagement.** DTA's client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served. DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.

This dedication to prompt, excellent service extends to property owners and other parties that may call with questions regarding a special tax or assessment amount. We strive to return calls on the same or next day received and place great emphasis on quantitative skills. DTA's contract managers must have a minimum of 5 years' experience in the formation and administration of ADs and CFDs and the supervision of subordinate staff on such assignments. Subordinate professional staff must demonstrate excellent quantitative abilities and have a track record of performing well under pressure and deadlines, showing initiative, and being detail-oriented.

Our multidisciplinary team members come from diverse backgrounds and we put people first. Our staff understands the complexities and local sensitivities when navigating highly complex or potentially controversial situations, especially around the issues related to land use and urban planning. We pride ourselves on developing strong relationships with our clients and working closely with them to understand their individual needs. **At DTA, we understand that public finance mechanisms, such as ADs, LLDs, and CFDs, ensure that communities can thrive and sustain municipal growth goals.**

DTA is prepared to provide annual assessment engineering services for the City's District. Over the past 5 years, DTA has provided assessment engineering and special tax consulting services for AD, LLD, and CFD administration and formation tasks to cities within virtually every major county in California, including the Counties of Butte, Contra Costa, Imperial, Kern, Los Angeles, Madera, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Luis Obispo,

San Mateo, Santa Barbara, and Shasta. Our firm has also prepared special tax formulas for numerous school districts and water districts and dozens of public agencies throughout California and the southwestern United States.

## **2 Proposed Scope of Services**

DTA shall be responsible for providing comprehensive annual administration services for the levy of fiscal year 2026-27 annual assessments for the Citywide District in accordance with the provisions of Division 15, Part 2 of the California Streets and Highways Code. The Engineer's Report and final assessment data shall include all parcels within all the benefit zones comprising the District and any parcels to be added during the fiscal year, as advised by the City, utilizing previously adopted assessment formulas, which are not subject to Prop 218. The District's benefit zones are noted in Table 4 below.

**Table 4: Description of All District Zones**

Zone	No. of Parcels	Description	Landscaping Benefit	Lighting Benefit
A	3,197	Phillips Ranch	Yes	No
B	97	Phillips Ranch	Yes	Yes
C (Includes What Used to be G)	4,753	Districtwide	No	Yes
D	149	Garey Ave. – Lexington Ave. to Route 71	Yes	Yes
E	133	Garey Ave. – Auto Center	Yes	Yes
F	155	Garey Ave. – 9 <sup>th</sup> St. to Lexington Ave.	Yes	Yes
H	19	University Corporate Center	Yes	Yes
I	48	Emerald Court (Track 52097)	No	Yes

The proposed Scope of Services is described below and intended to cover all the items included in the City's RFP. Please refer to Section H for additional information on the tasks that shall be performed by each proposed key staff member.

### **Task 1 – Kickoff Call**

DTA will participate in an initial conference call with City staff to review the existing district information, establish a levy timeline, and identify and discuss possible changes to the District for the upcoming fiscal year, including budget requirements, annexations, scheduling for proceedings, etc. DTA will also update the City's appeals procedure as directed by City staff.

### **Task 2 – Annual Budget**

DTA shall review last year's expenditures and develop an annual budget for the District based on costs provided by the City. The annual budget shall be independently based on the specific services required for the District and an analysis of the available revenues.

### **Task 3 – Parcel Research**

DTA will identify and obtain copies of new subdivision maps recorded with the County of Los Angeles ("County") and review new Assessor's parcel maps to compile a list of the parcel changes and Assessor Parcel Numbers ("APNs") within the District that will be valid for the upcoming fiscal year. DTA assumes that the City's current consultant will provide all existing electronic database files and other

applicable information. DTA will also review annexation documents provided by the City, confirm APNs, and add such annexations to the assessment diagram.

#### **Task 4 – Parcel Database Update**

DTA shall update the parcel database provided by the City using the County Assessor's roll. The updated database shall include the necessary property characteristics for each parcel (i.e., the APN; tract, lot, and unit number; acreage; tax class; owner name; mailing and situs address; legal description; and other relevant information).

#### **Task 5 – Engineer's Report**

DTA will prepare, in accordance with the Landscaping and Lighting Act of 1972 and provisions of California Constitution Article XIIIID (Prop 218), the Preliminary and Final Annual Engineer's Reports for the District. The Annual Engineer's Report will include plans and specifications, an estimate of costs, an explanation of the methodology employed to calculate the annual assessment installments, the assessment roll, and assessment diagram.

DTA will provide one (1) electronic copy (in a format acceptable to the City) and five (5) bound copies of the Draft Engineer's Report to the City, including five (5) copies of the revised assessment diagram. We shall also review the Draft Engineer's Report with City staff. After comments and suggestions from City staff have been reviewed and addressed, as necessary, DTA will submit one (1) electronic copy (in a format acceptable to the City) and five (5) bound copies of the Preliminary Engineer's Report to the City, including the revised assessment diagram and boundary map reflecting any new annexations and benefit zone changes.

#### **Task 6 – Staff Reports**

DTA shall assist the City with the preparation of Staff Reports for the City Council meetings for the setting of assessment rates and the Public Hearing date and approval of rates at the Public Hearing.

#### **Task 7 – Public Meetings**

DTA will assist City staff and/or legal counsel in the preparation of the necessary resolutions to be adopted in connection with the approval of the annual levy of assessments and presentations to be made to the City Council. We shall virtually attend coordination meetings with City staff, property owners, County Assessor staff, and other parties, as needed. This task also includes virtual attendance at two (2) City Council meetings and a public hearing at which the levy is presented for approval for fiscal year 2026-27. In-person attendance at such meetings shall be billed on a time and materials basis at additional cost. In addition, DTA will assist the City with the published notice requirements for the City's District as set forth in Streets and Highways Section 22626(a).

#### **Task 8 – Submittal**

DTA will prepare the County enrollment package, including the Certification of Fixed Charge Special Assessments and Agreement for the Collection of Taxes and Special Assessments, and submit the assessment roll, revised to reflect the County's parcel exemptions list, to the County Auditor-Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax bills.

### **Task 9 – Parcel Exceptions**

DTA will review exceptions as reported by the County Auditor-Controller to identify any rejected parcels. DTA will determine the reason for the rejection and, as necessary, coordinate with the Treasurer and Tax Collector, Auditor-Controller, and/or Assessor to address instances where neither the old nor new parcel is active. Corrections will be submitted as specified in the Auditor-Controller's *Fixed Charge Processing Manual*.

### **Task 10 – Delinquent Property Owner Research**

This task involves the review and research of the County's records to determine which parcels are delinquent in the payment of property taxes and assessments and includes the following subtasks:

- 9A **Static Delinquency Report:** We will review the 1st and 2nd installment Paid/Unpaid Status Reports provided for the District by the County to determine which parcels are delinquent and the corresponding amount of delinquent assessments. We will also prepare a report summarizing the amount of delinquent assessments for the District.
- 9B **Dynamic Delinquency Report:** As necessary, DTA will conduct a review of online records to provide an up-to-the-minute Status Report for any given number of delinquent parcels.
- 9C **Delinquency Reminder Letters:** At the City's request, we will send reminder letters to each delinquent property owner after the December 10<sup>th</sup> and April 10<sup>th</sup> installments requesting payment be made to the County or directly to the City, if applicable. If payment is made to the City, DTA will coordinate with the County to strip such charges from the County tax roll.

### **Task 11 – Property Owner Contact**

DTA will be the primary contact for property owners and professionals regarding information pertaining to the District. DTA will have trained staff prepared to respond to inquiries from property owners or other interested parties regarding the City's districts. DTA's policy is to respond to all inquiries within one (1) business day. In order to efficiently and effectively handle these property owners' requests, DTA has an "800" number that will be provided for placement on the tax bill. DTA will log all inquiries using our MuniAnalytics application. The log will include the date of the call, applicable benefit zone, APN, property owner name and contact information, purpose for the call, and name of the DTA staff member who handled the call.

### **Task 12 – Additional Annual Administration Tasks**

We can assist with any other tasks related to the financing and administration of the District as agreed upon with the City. Such tasks may include providing the City with a calendar displaying key annual administration events, giving direction to the City on the proper uses of funds held in the District's accounts, preparing deposit instruction letters to the trustee, and providing general and technical advice to the City on an as-needed basis.

## **3 Quality Assurance/Quality Control (“QA/QC”) Plan**

DTA staff will be available to assist the City throughout the duration of the contract term. The firm is dedicated to providing public infrastructure financing and financial analysis services. From unique deadlines to potentially shifting priorities that may arise during the process, DTA is ready to serve as an extension of City staff upon project kickoff.

We have assembled an experienced and capable team with expertise in all the requirements of the assessment engineering services requested by the City. One goal for this project will be to complete all the tasks of the project within the agreed-upon budget and schedule. Time and time again, DTA has proven its ability to adhere to contract agreements and understand the importance of good project management.

DTA makes every effort to ensure that our data collection processes and models are error-free. As part of our special district formation process, our assessment calculations and Final Engineer's Reports go through multiple levels of review, with at least two senior-level staff members performing a final review. Having said that, if the data provided to DTA from an outside source is inaccurate, then the assessments may be inaccurate as well. In order to avoid this type of situation as best as possible, DTA performs multiple types of queries on the parcel database, including checks on square footages, acreages, Assessor improvement values, and ownership information. These types of checks have identified inaccuracies in the past and allowed us to correct data as early as possible.

In addition, our staff is very experienced in applying the assessment formulas from an Engineer's Report to the actual parcel database. We have developed sophisticated programs in which the assessment is calculated and applied in an automated fashion. Variables in our model can be adjusted in real time in order to perform sensitivity analyses at the City's request.

Several cost-saving strategies employed for DTA's clients are listed below.

- Ensuring the applicable City staff has approved the methodology prior to calculating the final assessments and writing the Engineer's Report, so work need not be duplicated;
- Setting up standing conference calls (i.e., bi-weekly), in addition to scheduled meetings with City staff to stay on track with tasks and deliverables and discuss critical project elements; and
- Preparing internal report drafts for City staff review and discussion on conference call(s).

DTA utilizes the software application BQE CORE to track project expenditures. This program is always available to DTA's employees and provides detailed project information ranging from the execution of the contract to completion of the project, including any supplementary as-needed services requested by our clients. To manage this contract effectively in terms of team performance, schedule compliance, and budget adherence, Ms. Roess will utilize these tools:

- Bi-weekly assignment checklists throughout the life of the contract to ensure each task remains on schedule by proper staffing assignments.
- Consistent communication with City staff via e-mail, telephone, and in-person meetings, as needed.
- Weekly budget review to ensure no budget overruns occur. DTA's customized accounting system will enable us to track the expenditures to date each week and ensure budget compliance.
- Regular meetings with City staff to discuss progress and any issues and receive guidance.

## EXHIBIT "B" SCHEDULE OF SERVICES

### H PROJECT SCHEDULE

DTA's schedule of tasks related to the annual administration of the City's District is outlined below. Given the City's desired project timeline, our tasks will be completed within the proposed time frame according to the City's specifications. Andrea Roess, Managing Director, will be responsible for managing the time schedule and assuring schedule compliance. A detailed resource allocation indicating the estimated labor hours associated with each individual job classification for each task is included in Table 6.

**Table 5: Typical Schedule for Annual Administration**

Task	Description	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.
1	Kickoff Call												
2	Annual Budget												
3	Parcel Research												
4	Parcel Database Update												
5	Engineer's Report												
6	Staff Reports												
7	Public Meetings												
8	Submittal												
9	Parcel Exceptions												
10	Delinquent Property Owner Research												
11	Property Owner Contact												
													Year-Round

**Table 6: Detailed Resource Allocation**

Tasks	President/Managing Director	Senior Vice President	Vice President	Manager	Senior Associate	Total Hours
	No. of Hours	No. of Hours	No. of Hours	No. of Hours	No. of Hours	
Task 1	1	0	1	0	0	2
Task 2	1	0	1	2	0	4
Task 3	3	0	5	8	0	16
Task 4	0	0	3	10	0	13
Task 5	5	0	5	20	0	30
Task 6	0	0	1	1	0	2
Task 7	4	0	0	0	0	4
Task 8	0	0	1	1	0	2
Task 9	0	0	1	4	0	5
Task 10	0	0	0	3	0	3
Task 11	0	0	0	3	0	3
<b>Total Hours (#)</b>	<b>14</b>	<b>0</b>	<b>18</b>	<b>52</b>	<b>0</b>	<b>84</b>

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## EXHIBIT "C" COMPENSATION



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### PRICING PROPOSAL

#### PRICING PROPOSAL

Fees for services shall be charged on an hourly basis according to the rates set forth in the fee schedule below, with invoices being submitted to the City on a monthly basis. The proposed budget for services to be performed under the Scope of Services described in Section G is summarized in Table 1 below. All work will be performed on a time and materials basis and billed at the labor rates listed in Table 2, not to exceed the maximum budget listed below. Further work at that point would require additional fees to be billed per the hourly rates listed in Table 2. **Notably, the figures listed in Table 1 for each task are just estimates and the charges assigned to any one task may be transferred to another task, as long as the overall invoices submitted by DTA do not exceed \$17,620, plus \$1,000 in out-of-pocket expenses, per fiscal year.**

Table 1: Estimated Budget

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #1: Kickoff Meeting	President/MD	\$245	1	\$245
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	1	\$225
	Manager	\$195	0	\$0
	Senior Associate	\$185	0	\$0
<b>Task 1</b>			<b>2</b>	<b>\$470</b>
Task #2: Annual Budget	President/MD	\$245	1	\$245
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	1	\$225
	Manager	\$195	2	\$390
	Senior Associate	\$185	0	\$0
<b>Task 2</b>			<b>4</b>	<b>\$860</b>
Task #3: Parcel Research	President/MD	\$245	3	\$735
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	5	\$1,125
	Manager	\$195	8	\$1,560
	Senior Associate	\$185	0	\$0
<b>Task 3</b>			<b>16</b>	<b>\$3,420</b>
Task #4: Parcel Database Update	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	3	\$675
	Manager	\$195	10	\$1,950
	Senior Associate	\$185	0	\$0
<b>Task 4</b>			<b>13</b>	<b>\$2,625</b>



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## PRICING PROPOSAL

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #5: Engineer's Report	President/MD	\$245	5	\$1,225
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	5	\$1,125
	Manager	\$195	20	\$3,900
	Senior Associate	\$185	0	\$0
<b>Task 5</b>			<b>30</b>	<b>\$6,250</b>
Task #6: Staff Reports	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	1	\$225
	Manager	\$195	1	\$195
	Senior Associate	\$185	0	\$0
<b>Task 6</b>			<b>2</b>	<b>\$420</b>
Task #7: Public Meetings	President/MD	\$245	4	\$980
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	0	\$0
	Manager	\$195	0	\$0
	Senior Associate	\$185	0	\$0
<b>Task 7</b>			<b>4</b>	<b>\$980</b>
Task #8: Submittal	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	1	\$225
	Manager	\$195	1	\$195
	Senior Associate	\$185	0	\$0
<b>Task 8</b>			<b>2</b>	<b>\$420</b>
Task #9: Parcel Exceptions	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	1	\$225
	Manager	\$195	4	\$780
	Senior Associate	\$185	0	\$0
<b>Task 9</b>			<b>5</b>	<b>\$1,005</b>
Task #10: Delinquent Property Owner Research	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	0	\$0
	Manager	\$195	3	\$585
	Senior Associate	\$185	0	\$0
<b>Task 10</b>			<b>3</b>	<b>\$585</b>

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## PRICING PROPOSAL

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #5: Engineer's Report	President/MD	\$245	5	\$1,225
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	5	\$1,125
	Manager	\$195	20	\$3,900
	Senior Associate	\$185	0	\$0
<b>Task 5</b>			<b>30</b>	<b>\$6,250</b>
Task #6: Staff Reports	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	1	\$225
	Manager	\$195	1	\$195
	Senior Associate	\$185	0	\$0
<b>Task 6</b>			<b>2</b>	<b>\$420</b>
Task #7: Public Meetings	President/MD	\$245	4	\$980
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	0	\$0
	Manager	\$195	0	\$0
	Senior Associate	\$185	0	\$0
<b>Task 7</b>			<b>4</b>	<b>\$980</b>
Task #8: Submittal	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	1	\$225
	Manager	\$195	1	\$195
	Senior Associate	\$185	0	\$0
<b>Task 8</b>			<b>2</b>	<b>\$420</b>
Task #9: Parcel Exceptions	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	1	\$225
	Manager	\$195	4	\$780
	Senior Associate	\$185	0	\$0
<b>Task 9</b>			<b>5</b>	<b>\$1,005</b>
Task #10: Delinquent Property Owner Research	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	0	\$0
	Manager	\$195	3	\$585
	Senior Associate	\$185	0	\$0
<b>Task 10</b>			<b>3</b>	<b>\$585</b>

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## PRICING PROPOSAL

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #11: Property Owner Contact	President/MD	\$245	0	\$0
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	0	\$0
	Manager	\$195	3	\$585
	Senior Associate	\$185	0	\$0
<b>Task 11</b>			<b>3</b>	<b>\$585</b>
Total Not to Exceed	President/MD	\$245	14	\$3,430
	Snr. Vice President	\$245	0	\$0
	Vice President	\$225	18	\$4,050
	Manager	\$195	52	\$10,140
	Senior Associate	\$185	0	\$0
<b>Total</b>			<b>84</b>	<b>\$17,620</b>

Budget for a Prop 218 mail-ballot is not included herein. DTA shall provide a not-to-exceed budget for election support services at the time of commencement of such services. Our experience has been that the consulting services costs associated with our prior Prop 218 elections have varied depending upon the size of and number of Assessor parcels to be included in the mail-ballot, amount of property owner support or opposition, level of contribution to our workload from municipal staff, and other factors. Without knowing the scope of services required for the Prop 218 election, it is difficult to establish a maximum budget at this point in time. In addition to ballot/notice design and tabulation support, we estimate a printing and mailing billing rate of \$2.50 per parcel based on prior mailings. Actual mailing costs will be finalized once an official quote is received from a vendor.

For your reference, DTA's hourly rate schedule is provided in the table below.

Table 2: DTA's Fee Schedule

Labor Category	Labor Rate
Managing Director/Senior Vice President	\$245/Hour
Vice President	\$225/Hour
Manager	\$195/Hour
Senior Associate	\$185/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

DTA staff shall virtually attend the City Council meeting(s) for the approval of the Preliminary Engineer's Report and setting of the public hearing, in addition to scheduling standing conference calls (i.e., bi-weekly) with City staff to stay on track with tasks and deliverables, to the extent allowable under the proposed maximum budget. Attendance at any in-person meetings shall be billed on a time and materials basis.



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## PRICING PROPOSAL

Out-of-pocket and administrative expenses shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments, not to exceed \$1,000 per fiscal year. All hourly rates for services apply through June 30, 2026, and are subject to a cost-of-living increase at that time. On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to the City an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by the City within 30 days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

### **A Disclaimer**

While DTA has a fiduciary responsibility as a licensed Municipal Advisor, DTA is not, unless otherwise stipulated, acting as the City's Municipal Advisor. The services discussed herein do not constitute any financial advice or fall under the category of municipal advisory services as defined by the SEC.

### **B Limitations**

The proposed budget includes attendance at virtual meetings with the City Council and City staff, to the extent allowable under the proposed maximum budget. Attendance at any in-person meetings, detailed written responses to resolve disputes, and tasks related to the foreclosure of delinquent parcels will be classified as additional consulting services beyond those included in the Scope of Services ("Additional Work") and billed at the hourly rates identified in Table 2. DTA will notify the City if Additional Work has been requested by City staff or any other parties before proceeding with Additional Work. Additional Work will be billed at the hourly rates listed above.