

PROFESSIONAL SERVICES AGREEMENT
[Economic Development Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ____ day of _____, 20__ (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and KOSMONT & ASSOCIATES, INC., a California corporation ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed THIRTY-ONE THOUSAND DOLLARS and 00/100 (\$31,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Reserved.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force for a period not to exceed four (4) years. .

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which

shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not

change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Kosmont & Associates, Inc.
1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266
Attn.: Ken K. Hira

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: City Manager

Telephone: (949) 226-0288
E-Mail: kosmont@kosmont.com

Telephone: (714) 744-2222
E-Mail: cminfo@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

KOSMONT & ASSOCIATES, INC.,
a California corporation

*By: _____
Printed Name: Ken K. Hira
Title: President

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

***NOTE:**

-- City requires the following signature(s) on behalf of the Contractor:

-- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**

-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]



November 6, 2023

Aaron Schulze
Economic Development Manager
City of Orange
300 E Chapman Avenue
Orange, CA 92866

Re: Proposal for Special District Financing Feasibility Analysis

Dear Mr. Schulze:

Kosmont & Associates, Inc. doing business as Kosmont Companies (“Consultant” or “Kosmont”) is pleased to present this proposal to the City of Orange (“City” or “Client”) for Special District Financing Feasibility Analysis, with particular emphasis on Enhanced Infrastructure Financing District (“EIFD”) feasibility. This proposal serves as an Agreement when executed and returned by Client to Kosmont.

I. BACKGROUND AND OBJECTIVE

Kosmont understands that the City is considering an evaluation of the feasibility of EIFD or other form of tax increment financing (“TIF”) as a means to fund critical infrastructure to catalyze economic development in targeted opportunity site areas within the City. Kosmont is accordingly proposing the Scope of Services as outlined herein as an initial phase of work focused on feasibility evaluation. Future phases of work through potential district formation would require future authorization by the City, time and budget for which would be outlined for City consideration in advance.

Kosmont is the State leader in Special Financing District Evaluation and Formation

Kosmont is currently assisting over 40 communities with evaluation or formation of special districts for the funding of infrastructure, housing, and other economic development activities. Special districts utilized include EIFDs, Community Revitalization and Investment Authorities (“CRIA”), Climate Resilience Districts (“CRD”), and Community Facilities Districts (“CFD”).

Kosmont has facilitated the formation of more EIFDs across the State than any other firm (15 out of the approximately 24 EIFDs), including all of the EIFDs formed in the Counties of Los Angeles and Orange. Kosmont Financial Services (registered municipal advisor) has successfully structured EIFD tax increment-related debt issuances, with more issuance activity underway. Please see the attached summary of related Kosmont qualifications.

II. SCOPE OF SERVICES

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject by. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Task 1: Evaluation of Boundary and Strategic Considerations

Kosmont will coordinate a kickoff meeting with City staff to discuss potential economic development opportunity sites for evaluation with respect to funding and financial tools of interest. Based on discussions with City staff, Kosmont will analyze key strategic implementation considerations, including:

- a) Property / land ownership and planned / proposed / potential future development (based on information to be provided by the City)
- b) Infrastructure needs and estimated costs (to be provided by the City)
- c) Potential public and private sector partners (e.g., City, County of Orange, water districts, other affected taxing entities, developers / property owners)
- d) Overlap with former Redevelopment Agency Project Area boundaries and status of redevelopment dissolution.

Task 2: Preliminary Funding and Financing Analysis

Kosmont will prepare a preliminary funding and financing analysis, including preliminary tax increment analysis, as appropriate, reflecting potential future development and potential public and private sector partners. The analysis will identify:

- a) Potential assessed value generation from future development in the district
- b) Property tax increment funding capacity at select annual benchmarks and cumulatively over the estimated district lifetime(s)
- c) Initial estimates of potential bonding capacity (to be prepared by Kosmont Financial Services, registered Municipal Advisor)
- d) Complementary economic development tools and funding resources (e.g., community facilities district [CFD] financing, grants, leverage of City-owned real estate assets, outstanding debt refinancing strategies)
- e) Comparison of potential revenue generation to types and cost of infrastructure needed to serve potential development
- f) As related to potential overlap of proposed district boundaries with former redevelopment agency project areas, analysis of corresponding relevant outstanding enforceable obligations and implications on available revenues.

Task 3: Governance and Implementation Roadmap

Based on the preferred tool(s) identified by the City based on previous Task findings, Kosmont will evaluate and summarize feasible governance and implementation alternatives, including district governing board composition, voting / approval procedures, district formation milestones,

debt issuance procedures, and estimated timing, in order to provide potential public and private sector stakeholders with an illustrative “roadmap” for implementation.

Task 4: City Meeting / Workshop

Kosmont will coordinate a meeting with City staff, City Council, and/or other key community stakeholders, such as residents, property owners, and/or local developers. Kosmont will prepare and present an overview of relevant tools and feasibility analysis findings. The purpose of the workshop will be to facilitate education of key stakeholders, but also to vet and confirm potential priority projects to be funded by preferred tool(s) and to confirm the objectives related to potential implementation.

Potential Future (Phase Two) Services

- Taxing entity (e.g., County) stakeholder outreach for potential partnership
- Preparation of Infrastructure Financing Plan (“IFP”) or other required documentation based on preferred tool(s)
- District formation hearings
- Municipal Advisory activities for potential debt issuances to be provided by Kosmont Financial Services, registered Municipal Advisor.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement and project data outlined below. A summary PowerPoint presentation with separate analysis detail exhibits characterizing findings from Tasks 1 through 3 is anticipated to be delivered within eight (8) to twelve (12) weeks from assignment authorization.

Client will provide Consultant with existing project data, including relevant planning documentation (e.g., General Plan, specific plans, previous market studies), current project proposals and/or site plans, and information on potential infrastructure projects with estimated range of costs.

IV. COMPENSATION

Compensation for Tasks 1 through 4 will be a fixed fee of \$31,000. Budget may be increased by Client at any time. Budget for future phases of work through potential district formation would require future authorization by the City, time and budget for which would be outlined for City consideration in advance.

Consultant anticipates a single consolidated round of Client comments and revisions on draft work product before Kosmont provides a final version of work product.

For the convenience of Kosmont’s clients, we offer a secure credit card payment service. The credit card payment link is: <https://kosmont.paidyet.com> and there are two ways to make a secure credit card payment:

1. Fill in the “**Make a Payment**” form when you go to the link (<https://kosmont.paidyet.com>),
or

2. Call Kosmont Companies' accounting desk (Ms. Reny Sultan; (424) 297-1072) to make a credit card payment

Consultant is prepared to commence work upon receipt of executed Agreement.

DISCLOSURE: Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. dba Kosmont Realty ("KR") is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. KR also provides Broker Opinions of Value ("BOV") services on a fixed fee basis.

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Financial Services (KFS). KFS is an independent Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

V. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery

of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. Severability. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. Notices. All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

L. Governing Law. The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. Confidentiality. Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. Disclaimer. Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Force Majeure. Consultant shall not be liable for failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by significant circumstances beyond its reasonable control, including, without limitation: epidemic; acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes;



riots; wide-spread power failures and wide-spread internet failure. Contractual performance and deadline(s) shall be extended for a period equal to the time lost by reason of the delay.

R. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

S. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.



VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2023

City of Orange

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Ken K. Hira

Its: _____
(Title)

Its: President



ATTACHMENT A

Kosmont Companies 2023-2024 Public Agency Fee Schedule

Professional Services

Chairman & CEO	\$475.00/hour
President	\$395.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	\$370.00/hour
Vice President/Project Advisor	\$250.00/hour
Senior Project Analyst	\$195.00/hour
Project Analyst/Project Research	\$175.00/hour
Assistant Project Analyst/Assistant Project Manager	\$150.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 80.00/hour

Rates shall remain in effect until December 31, 2024.



SECTION 1.

FIRM QUALIFICATIONS

SECTION 1.

FIRM QUALIFICATIONS

KOSMONT COMPANIES FIRM OVERVIEW



KOSMONT AND ASSOCIATES, INC. DBA KOSMONT COMPANIES - www.kosmont.com

California Corporation - Established 1986 – 36+ years in Business

Physical/Headquarters: 2301 Rosecrans Avenue, Suite 4140, El Segundo, CA 90245

Mailing: 1601 N. Sepulveda Blvd. #382, Manhattan Beach, CA 90266

Kosmont provides services to Clients virtually from satellite locations, in-person, and from the El Segundo headquarters across the Western U.S.

Kosmont Companies (“Kosmont”), a certified Minority Business Enterprise (“MBE”) and certified Small Business Enterprise (“SBE”), is a real estate and economic development services firm offering a full range of real estate and financial advisory, economic development strategies/plans, retail/business strategies, project finance, transaction structuring, negotiations, market analysis, feasibility studies, special district analysis, community outreach/project implementation services for both the public and private sectors. Kosmont Companies was founded in 1986 by Larry J. Kosmont, Chairman and CEO, and is nationally recognized. With decades of advisory services, Kosmont has assisted hundreds of public agencies in their quest for services and successful public private projects. What sets Kosmont apart is our understanding of how economics relates to future project shaping, as well as our understanding of both the public and private sectors. Kosmont will integrate our established ability, strengths, seasoned experience, and hands-on approach to deliver the requested consulting services.

Rather than just write reports, Kosmont believes in a comprehensive approach to advisory services that Analyzes, Strategizes, and Implements. A brief highlight of our services is as follows.

Economic Development Consulting Services

- Economic Development Strategies (EDSP/CEDS)
- Kosmont Retail NOW!® Platform
- Special Districts (EIFD, CFD, CRIA, IRFD, CRD)
- Downtown Revitalization
- Asset Management Plans
- Developer Selection RFQ/RFP & DDA/ENA
- Sustainable Economic Development
- ROPS & RDA Dissolution Advisory Services

Land Use/Zoning and Community Planning Services

- Development Opportunity Reserve (D.O.R.)®
- Sales Tax Assessment Revenue (STAR*)®
- Other Zoning & Implementation Strategies for Economic Development

Planning and Development Services

- Project Evaluation
- Project Financials & Pro-Forma Assessment
- Property Acquisition/Leasing
- Land Use/Entitlements
- Due Diligence Reports

Real Estate Economics & Financial Advisory Services

- Fiscal & Economic Impacts
- Project Economics, Highest & Best Use (HBU) & Market Studies
- Public & Private Financing Structures
- Affordable Housing (Pro Forma, Housing Element, Negotiations, Feasibility)

Kosmont’s Mission Statement is the pursuit of four pillars of strength: Innovation, Integration, Integrity and Intelligence. We are on the cutting edge of products and services, we achieve financial success for our public and private sector clients, we are committed to community prosperity and quality of life, and our professional standards are of the highest caliber.



KOSMONT COMPANIES

1601 N. Sepulveda Blvd., #382 | Manhattan Beach, CA 90266 | 424.297.1070
www.kosmont.com

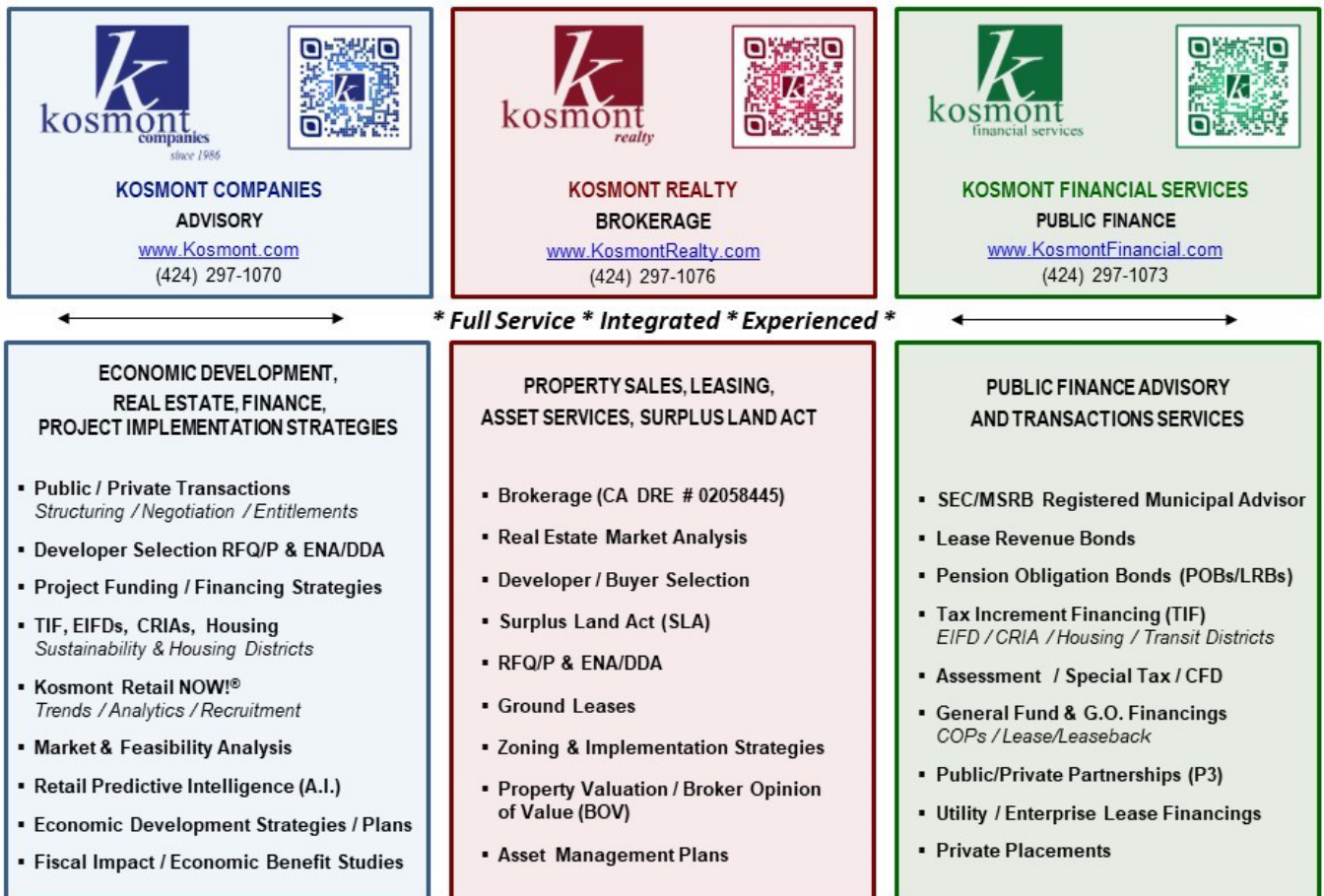
SECTION 1.

FIRM QUALIFICATIONS

Kosmont is a full-service firm which also provides various integrated services through Kosmont Realty ("KR") and Kosmont Financial Services ("KFS"). KR is a full service and licensed real estate brokerage firm and KFS is a public finance firm providing financial advisory services, and is registered with the SEC.

In the aggregate, Kosmont Companies, KR, and KFS have extensive experience working with local and State government on real estate transactions between public agencies and private parties and structured project financing involving public and private funding sources. Collectively, Kosmont provides public agencies broad access to real estate consultants and brokers, public sector deal structure experts, and public-private financial advisors. **We know of no other integrated set of companies that can provide a full complement of Economic Development Services, Real Estate Brokerage, and Municipal Advisory.** Our diverse roles and experience in the real estate and financial industries have made us highly adaptable and skilled for this type of assignment. The chart below represents Kosmont's wide-array of integrated services.

KOSMONT SERVICES OVERVIEW



SECTION 1.

FIRM QUALIFICATIONS

KOSMONT COMPANIES & LARRY J. KOSMONT ARE PROUD RECIPIENTS OF THE FOLLOWING AWARDS:

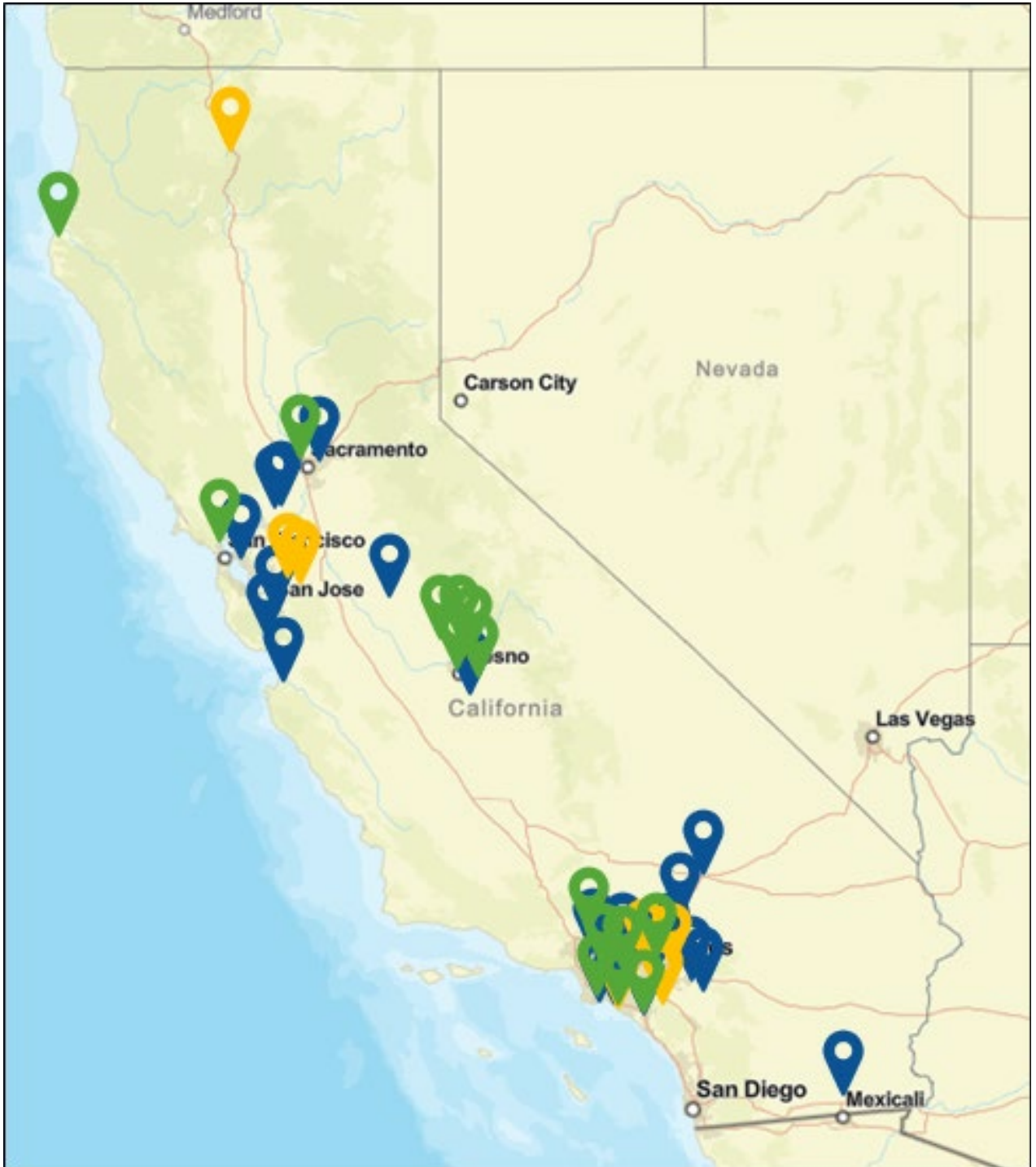
- California City Management Foundation (CCMF)
Kosmont Companies is the proud recipient of the **"2022 CCMF Corporate Sponsor of the Year Award"**
- Southern California Association of Governments (SCAG)
Sustainability Award "5/2019 – City of Placentia"
- Mr. Larry J. Kosmont, CRE® is the honored recipient of the **"2016 California Business Properties Association (CBPA) Champion of the Industry Award"** (for his service in real estate and economic development)
- California Association for Local Economic Development (CALED)
Awards of Excellence Program
"2014 Award of Excellence in Economic Development Partnerships South Gate azalea Project"
- California Association for Local Economic Development (CALED)
Awards of Excellence Program
"2017 Award of Excellence for Economic Development Partnerships – Redondo Beach Marine Ave Hotels Project "
- L.A. Business Journal Latino Business of the Year Awards
"2015 Small Private Latino Business of the Year Award"
- Mr. Larry J. Kosmont, City of Seal Beach (1980) is a proud recipient of the **John H. Nail Memorial Award**
(Awarded annually by the City Managers Department of the League of California Cities)



Larry J. Kosmont, Chairman and CEO of Kosmont Companies accepting the CBPA Champion of the Industry Award for his service in real estate and economic development. Pictured with Pat Donahue, Chairman and CEO of Donahue Schriber (left) and Rex Hime, President & CEO of CBPA (right).

SECTION 1. FIRM QUALIFICATIONS

Exhibit 1: Kosmont Special Districts (TIF / EIFD / CRIA) in Progress Statewide



SECTION 1.

FIRM QUALIFICATIONS

Exhibit 1 Continued: Sample of Kosmont-Led District Progress by Stage of Implementation (Table and Legend Correspond to Map on Previous Page)

Jurisdiction		Purpose
Apple Valley		Industrial and housing supportive infrastructure
Banning		Downtown revitalization, industrial infrastructure
Barstow		Industrial and housing supportive infrastructure
Brentwood		Housing, employment, and transit-supportive infrastructure
Buena Park		Mall reimagination, housing-supportive infrastructure
Carson + L.A. County		Remediation, affordable housing, recreation
Citrus Heights		Mall reimagination
Covina		Downtown housing and blended use supportive infrastructure
Fairfield		Downtown, housing, and transit-supportive infrastructure
Fresno		Downtown, housing and transit-supportive infrastructure
Fresno County		Industrial and commercial supportive infrastructure
Humboldt County		Coastal mixed-use and energy supportive infrastructure
Indian Wells		Housing and tourism-supportive infrastructure
Imperial County		Industrial, renewable energy, and housing and infrastructure
La Verne + L.A. County		Housing and transit-supportive infrastructure
Long Beach		Economic empowerment and affordable housing
Los Angeles (Downtown, San Pedro, other)		Affordable housing and transit-supportive infrastructure
Los Angeles County Uninc. West Carson		Housing / bio-science / tech infrastructure
Madera County (3 Districts)		Water, sewer, roads and other housing infrastructure
Modesto + Stanislaus County		Downtown, housing, and recreation infrastructure
Mount Shasta + Siskiyou County		Rural brownfield mixed-use infrastructure
Napa		Downtown, housing, tourism supportive infrastructure
Oakland		Affordable housing and infrastructure
Ontario		Industrial and housing infrastructure
Palmdale + L.A. County		Housing and commercial infrastructure
Pittsburg		Housing, commercial, and tech park infrastructure
Placentia + Orange County		Housing and TOD infrastructure
Rancho Cucamonga		Blended use and connectivity infrastructure
Redlands		Education related and blended use infrastructure
Redondo Beach + L.A. County		Parks / open space, recreation infrastructure
Riverside		Affordable housing and infrastructure
Sacramento County (Unincorporated)		Industrial / commercial supportive infrastructure
San Jose		Affordable housing and TOD infrastructure
Sanger		Housing and commercial supportive infrastructure
Santa Cruz		Downtown and blended use infrastructure
Santa Fe Springs		Blended use infrastructure
Selma		Water, sewer, and other housing supportive infrastructure
Vacaville		Housing and business park infrastructure
Yucaipa		Housing and commercial infrastructure
Fully Formed	In Formation Process	Under Evaluation

SECTION 1.

FIRM QUALIFICATIONS

KOSMONT REFERENCES

1. City of Placentia EIFD Evaluation, **Formation**, and City/County General Fund Fiscal Impact Analysis (Reference: Damien Arrula, City Administrator, City of Placentia, 714-993-8171, darrula@placentia.org)
2. City of Los Angeles Downtown EIFD Evaluation and City/County General Fund Fiscal Impact Analysis (Reference: Blair Miller, Economic and Workforce Development Department, City of Los Angeles, 213-744-7232, blair.miller@lacity.org)
3. City of Los Angeles San Pedro EIFD Evaluation and City/County General Fund Fiscal Impact Analysis (Reference: Jenny Scanlin, Chief Development Officer, Housing Authority of the City of Los Angeles, 213-252-2680, Jenny.Scanlin@hacla.org)
4. City of La Verne + **County of Los Angeles** EIFD Evaluation, **Formation**, and City/County General Fund Fiscal Impact Analysis (Reference: Eric Scherer, Director of Community Development, City of La Verne, 909-596-8706, eric@cityoflaverne.org)
5. City of Carson + **County of Los Angeles** EIFD Evaluation, **Formation**, and City/County General Fund Fiscal Impact Analysis (Reference: Saied Naaseh, Director of Community Development, City of Carson, 310-952-1770, SNaaseh@carsonca.gov)
6. County of Los Angeles Unincorporated West Carson EIFD Evaluation, Formation, and General Fund Fiscal Impact Analysis (Reference: Robert Moran, Principal Analyst, Los Angeles County Chief Executive Office, (213) 974-1130, RMORAN@CEO.LACOUNTY.GOV)
7. City of Rancho Cucamonga EIFD Evaluation, **Formation**, and City/County General Fund Fiscal Impact Analysis (Reference: Noah Daniels, Director of Finance, City of Rancho Cucamonga, 909-774-2402, Noah.Daniels@cityofrc.us)
8. City of Covina EIFD Evaluation, **Formation**, and City/County General Fund Fiscal Impact Analysis (Reference: Chris Marcarello, City Manager, City of Covina, 626-384-5410, cmarcarello@covinaca.gov)
9. City of Fresno EIFD Evaluation, **Formation**, and City/County General Fund Fiscal Impact Analysis (Reference: Nelson Esparza, District 7 Councilmember, nelson.esparza@fresno.gov, (559) 621-8000)
10. City of Pittsburg EIFD Evaluation and City/County General Fund Fiscal Impact Analysis (Reference: Garrett Evans, City Manager, City of Pittsburg, 925-252-4850, gevans@pittsburgca.gov)
11. City of Napa EIFD Evaluation, **Formation**, and City/County General Fund Fiscal Impact Analysis (Reference: Vincent Smith, Director of Community Development, City of Napa, 707-257-9530, vsmith@cityofnapa.org)

SECTION 1.

FIRM QUALIFICATIONS

KOSMONT REFERENCES (CONTINUED)

1. County of Los Angeles Metropolitan Transportation Authority (METRO) EIFD Feasibility Analysis (References: Craig Hoshijima, Executive Officer of Countywide Planning & Development, 213-418-3384, HoshijimaC@metro.net and Nick Saponara, Executive Officer of Transit Oriented Communities, 213-922-4313, SaponaraN@metro.net)
2. County of Imperial EIFD Evaluation and General Fund Fiscal Impact Analysis (Reference: Rebecca Terrazas-Baxter, Assistance County Executive Officer, County of Imperial, 442-265-1014, RebeccaTerrazas-Baxter@co.imperial.ca.us)
3. County of Fresno Unincorporated Business and Industrial Park EIFD Evaluation and General Fund Fiscal Impact Analysis (Reference: Will Oliver, President/CEO, Fresno County Economic Development Council, 559-476-2518, woliver@fresnoedc.com)
4. County of Madera EIFD Evaluation and Annual Administration (Reference: Matthew Treber, Chief of Development Services, County of Madera, 559-675-7821, matthew.treber@maderacounty.com)
5. County of Humboldt EIFD Evaluation, **Formation**, and City/County General Fund Fiscal Impact Analysis (Reference: Scott Adair, Director of Economic Development County of Humboldt, 707-599-1205, sadair@co.humboldt.ca.us)
6. City of Mount Shasta + County of Siskiyou EIFD Evaluation and City/County General Fund Fiscal Impact Analysis (Reference: Tonya Dowse, Executive Director, Siskiyou County Economic Development Corporation, 530-842-1638, tonya@siskiyoucounty.org)



SECTION 2.

MEET THE TEAM

SECTION 2. MEET THE TEAM

Larry J. Kosmont, CRE®

Chairman and CEO



Project Role:

Executive Oversight

Years with Firm: 37

Years of Experience: 40+

Education:

- Masters Public
Administration, USC
- B.A. Political Science,
State Univ. of New York –
Binghamton

Mr. Larry J. Kosmont, CRE® is Chairman and CEO of Kosmont Companies, which he founded in 1986. Kosmont Companies is an industry leader in public/private real estate/land use transactions and economic development. In 1990, he founded Kosmont Realty, a real estate brokerage firm. In 2015, he launched Kosmont Transactions Services which sources financing for public/private projects, P3 initiatives, and infrastructure funding. He is a co-principal, California Golden Fund, a USCIS approved EB-5 Regional Center.

FAMILIARITY PUBLIC-PRIVATE TRANSACTIONS AND INCENTIVE PROGRAMS:

Mr. Kosmont's 4-decade career encompasses public/private and public agency projects which have included pursuit of funding sources, financial structuring, negotiation, development, and management of real estate and public finance transactions exceeding \$10B. He has assisted hundreds of local government agencies in public finance and real estate matters ranging from large-scale economic development programs to site-specific real estate strategies and projects. He has guided over 1,000 private sector projects in obtaining public approvals, structuring deal terms, and securing public/private financing. These projects have involved working with hundreds of Federal State regional and local public agencies and jurisdictions on a wide variety of project and funding initiatives.

RELEVANT EXPERIENCE: Throughout his career, Mr. Kosmont has managed hundreds of public and private sector consulting assignments, the majority of which in the SCAG region and many of which involving state and local housing policies and programs. A few of the more recent projects within the last 10 years are summarized below:

- City of La Verne/County of Los Angeles - Enhanced Infrastructure Financing District Formation + Debt Issuance
- Southern California Associated of Governments (SCAG), CA - Housing and Sustainability District Technical Advisor
- City of Placentia/County of Orange, CA - Enhanced Infrastructure Financing District Formation
- City of Carson + L.A. County, CA – EIFD Evaluation
- City of Duarte, CA – EIFD Evaluation
- City of El Cajon, CA – EIFD Evaluation
- City of El Segundo + L.A. County, CA – EIFD Evaluation
- City of Los Angeles, CA – Downtown – EIFD Evaluation
- County of Madera, CA – EIFD Evaluation and EIFD Annual Report Preparation
- City of Napa, CA – EIFD Evaluation
- City of Ontario, CA – EIFD Evaluation
- City of Redondo Beach + L.A. County, CA – EIFD Evaluation
- City of Riverside, CA – EIFD and Community Revitalization and Investment Authority (CRIA) Evaluation
- Private Sector Client, Sacramento County, CA – EIFD Evaluation and Formation
- City of South Gate, CA – EIFD Evaluation

SECTION 2.

MEET THE TEAM

Ken K. Hira

President



Project Role:
Principal Advisor

Years with Firm: 16+

Years of Experience: 30+

Education:
Bachelor of Economics
and Business, UCLA

Mr. Ken K. Hira serves as President for Kosmont Companies. An expert in real estate and economic development, Mr. Hira brings over 30 years of varied experience in virtually every aspect of acquisition, entitlement, development, financing, asset management, disposition, downtown revitalization, and strategic plans. His strengths include a keen understanding of retail trends, business retention/attraction, negotiating public-private transactions and implementing blended-use projects that revitalize communities and assist in economic development/tax generation programs.

A former Executive Vice President and mixed-use developer, Mr. Hira managed a portfolio of over \$100 million of retail sites, while operating the commercial division of the company. Prior to this, as Managing Director of Acquisitions for a development company and Vice President of Development at a development firm, he evaluated and underwrote hundreds of acres of land, successfully captured and negotiated anchor tenant commitments creating \$60 million of value in ground-up development and redevelopment and was responsible for 800,000 square feet of retail entitlement, design and development. As Vice President of a shopping center company based in San Diego (6 years), Mr. Hira entitled one million square feet of retail development projects, as well as led the acquisition of 24 neighborhood and community shopping centers, totaling 3.3 million square feet and valued at \$375 million, and organized a \$287 million recapitalization.

LICENSES/AFFILIATIONS: Mr. Hira is an active volunteer leader of the Innovating Commerce Serving Communities (ICSC) (formerly International Council of Shopping Centers). He was nominated and serves as the Co-Chair of the ICSC Community Advancement Board, nationally advocating public-private partnerships, while previously serving as the ICSC Western Division P3 Retail Co-Chair, Southern California State Director, Program Committee Chair and Alliance Co-Chair.

RELEVANT EXPERIENCE:

Throughout his career, Mr. Hira has managed hundreds of public and private sector consulting assignments. A few of the more recent projects within the last 10 years are summarized below:

- Confidential Client, San Jose, CA – EIFD and CFD Evaluation
- City of Fresno, CA – Downtown / Blackstone Bus Rapid Transit Corridor EIFD Formation
- City of Daly City – Market analysis, Public Private Transaction structuring for key opportunity sites
- City of Capitola – Mall Reimagination and developer negotiation assistance
- City of Indian Wells, CA – EIFD Evaluation and County Partnership Negotiations
- City of Seaside, CA – EIFD and Community Revitalization and Investment Authority (CRIA) Evaluation
- City of Laguna Hills – Mall Reimagination, fiscal impact analysis, development agreement
- City of Agoura Hills - Agoura Village Specific Plan Feasibility Analysis
- City of Buellton, CA – Econ Dev / Specific Plan for Downtown with Development Opportunity Reserve (D.O.R.)®
- City of El Cajon, CA – EIFD Evaluation
- City of Norwalk, CA - Economic Development Opportunities Plan and implementation services
- City of San Rafael (ongoing) – Economic Development Strategic Plan including Mall evaluation
- City of Pacifica (ongoing) – Economic Opportunities Study

SECTION 2.

MEET THE TEAM

Joseph Dieguez

Sr. Vice President



Project Role:
PROJECT MANAGER

Years with Firm: 13+

Years of Experience: 16+

Education:

Bachelors of Science,
Mechanical Engineering,
Massachusetts Institute
of Technology

Mr. Joseph Dieguez is a Senior Vice President with Kosmont Companies serving public and private sector clients primarily through market and economic analyses, strategic planning, and real estate development advisory. His recent work includes special / tax increment district implementation (including Enhanced Infrastructure Financing Districts and Community Revitalization and Investment Authorities), market supply and demand analysis, fiscal impact and economic benefit studies, financial feasibility and development pro forma evaluation, and property reuse strategies for municipalities, real estate investment and development firms, and multiple Fortune 500 clients.

Prior to joining Kosmont Companies, Mr. Dieguez served as a senior analyst at a real estate investment and development firm and as an analyst at a top management consulting firm, responsible for industry, market, portfolio and property-level analysis, negotiations, and transaction execution support for investment banks, private equity firms, and other financial institution clients. Joseph was previously an assistant project manager at a construction management firm, where he assisted with RFQ/P development and project implementation.

LICENSES/AFFILIATIONS:

Mr. Dieguez is a licensed Real Estate Salesperson, licensed by the State of California Department of Real Estate (No. 01893926). He is also a Municipal Advisor Representative having achieved the MSRB Series 50 professional qualification and is duly registered with the SEC/MSRB.

RELEVANT EXPERIENCE: Samples within the last 10 years are summarized below:

- City of La Verne/County of L.A. – Enhanced Infrastructure Financing District (EIFD) Formation + Debt Issuance
- City of Placentia/County of Orange, CA – EIFD Formation
- Southern California Associated of Governments (SCAG) - Housing and Sustainability District Technical Advisor
- County of Humboldt - Samoa Peninsula EIFD Formation
- City of Fresno, CA – Downtown / Blackstone Bus Rapid Transit Corridor EIFD Formation
- Private Sector Client, San Luis Obispo, CA – Development Agreement Negotiation, Infrastructure Financing Plan Preparation, Community Facilities District Formation
- Private Sector Client, Simi Valley, CA – Market / Highest and Best Use and Financial Feasibility Analysis
- City of Azusa, CA – EIFD Evaluation
- City of Brentwood, CA – EIFD Evaluation
- City of Carson + L.A. County, CA – EIFD Evaluation
- City of Duarte, CA – EIFD Evaluation
- City of El Cajon, CA – EIFD Evaluation
- City of El Segundo + L.A. County, CA – EIFD Evaluation
- City of Grand Terrace, CA – EIFD Evaluation
- City of Indian Wells, CA – EIFD Evaluation
- City of Los Angeles, CA – Downtown – EIFD Evaluation
- County of Madera, CA – EIFD Evaluation and EIFD Annual Report Preparation
- City of Napa, CA – EIFD Evaluation City of Ontario, CA – EIFD Evaluation
- City of Pittsburg, CA – EIFD Evaluation
- City of Redondo Beach + L.A. County, CA – EIFD Evaluation
- City of Richmond, CA – EIFD Evaluation
- City of Riverside, CA – EIFD and Community Revitalization and Investment Authority (CRIA) Evaluation
- Private Sector Client, Sacramento County, CA – EIFD Evaluation
- City of Santa Fe Springs, CA – EIFD Evaluation
- City of Seaside, CA – EIFD and CRIA Evaluation
- City of South Gate, CA – EIFD Evaluation

SECTION 2.

MEET THE TEAM

Felicia Williams

Senior Vice President

**Project Roles:**

Financing Analysis,
Stakeholder Outreach

Years with Firm: 8+

Years of Experience: 25+

Education:

- M.B.A., Finance,
University of Michigan
Ross School of Business
- M.A., Urban Planning,
UCLA
- B.A., Public Policy,
Stanford University

Association:

Ms. Williams was elected
as a Councilmember to
the City of Pasadena in
2020 and represents
District 2.

Ms. Felicia Williams is a Senior Vice President at Kosmont Companies and assists municipal clients with a comprehensive approach to economic development and climate action, in addition to identifying funding sources for key projects. She has a background in public finance, economic development, and sustainability. Specifically for Kosmont clients, Ms. Williams provides financial feasibility analysis for various types of infrastructure and tax increment financing districts, fiscal impact analysis, Specific / General Plan land use analysis, and Climate Action Plan implementation and project financing.

Ms. Williams has worked with local and State governments for 15 years in municipal finance. This experience includes individual cities throughout the SCAG territory, Los Angeles and Riverside Counties, as well as local Councils of Government in the South Bay, Western Riverside, Gateway Cities, and San Gabriel Valley. Additionally, Ms. Williams has worked with State of California agencies on environmental financing programs and has served on policy advisory committees for State Senators and Assemblymembers. With broad experience in finance, public policy, and environment, she understands the policy underlying the financing programs to provide comprehensive solutions in key areas of SCAG's focus.

RELEVANT EXPERIENCE:

Throughout her career, Ms. Williams has managed hundreds of public and private sector consulting and banking assignments, the majority of which in the SCAG region and many of which involving state and local housing policies and programs. A few samples within the last 10 years are summarized below:

- City of Azusa – EIFD Evaluation
- City of Brentwood – EIFD Evaluation
- City of Carson + L.A. County – EIFD Evaluation
- City of Duarte – EIFD Evaluation
- City of El Segundo + L.A. County – EIFD Evaluation
- City of Los Angeles – Downtown – EIFD Evaluation
- City of Pittsburg – EIFD Evaluation

- City of La Verne/County of Los Angeles - Enhanced Infrastructure Financing District Formation
- Southern California Associated of Governments (SCAG) - Housing and Sustainability District Technical Advisor
- County of Los Angeles, Chief Executive Office – Opportunity Zone Policy
- City of Redondo Beach - Enhanced Infrastructure Financing District for AES power plant regional park, including Prop 68 State Parks grant
- County of Los Angeles Second District / Southern California Association of Governments – West Carson Enhanced Infrastructure Financing District
- County of Los Angeles First District / Southern California Association of Governments – LA County / USC Medical Center Tax Increment Financing Feasibility Analysis
- Friends of the Hollywood Central Park – Revenue and Feasibility Analysis

SECTION 2.

MEET THE TEAM

Fernando Sanchez

Vice President

**Project Role:**

Project Analytics, Research and Support

Years with Firm: 9+

Years of Experience: 10+

Education:

- Master of City Planning, Univ. of Pennsylvania, (focus: public and private real estate development)
- Bachelor of Arts, Princeton University

Mr. Fernando Sanchez is a Vice President with Kosmont Companies assisting public and private sector clients with market and economic analyses, strategic planning, and real estate development advisory. His recent work includes market supply and demand analysis, prioritization of strategic opportunity sites for retail and future development, analysis of potential development uses, and geospatial analysis of boundaries and funding and financing feasibility studies of new infrastructure financing districts, including Enhanced Infrastructure Financing Districts (EIFDs).

Prior to joining Kosmont Companies, Mr. Sanchez also worked as an Analyst for Entertainment and Culture Advisors, a Los Angeles-based economic consulting firm specializing in the entertainment and attractions industry. Other previous experience includes working as an Analyst and Project Manager for JDT International Inc., a residential real estate developer in Philadelphia, and working as a Transportation Planner with the City of Philadelphia Mayor's Office of Transportation and Utilities.

LICENSES/AFFILIATIONS:

Mr. Sanchez is a member of the American Planning Association and the Urban Land Institute. He also serves as the Treasurer of the Princeton Club of Southern California.

LANGUAGES:

Mr. Sanchez is fluent in English and Spanish.

RELEVANT EXPERIENCE:

Recent projects (General/Specific Plans and EIFD/CRIA Evaluations) are summarized below:

- City of Agoura Hills (Agoura Village Specific Plan Feasibility Analysis)
- City of Brentwood (Enhanced Infrastructure Financing District ("EIFD") Evaluation; Contra Costa County General Fund Fiscal Impact Analysis)
- City of Buellton (Market and Economic Analysis; Economic Development Plan / Specific Plan for Avenue of Flags Downtown District with Development Opportunity Reserve (D.O.R.)®)
- City of Napa (EIFD Evaluation and Formation; General Fund Fiscal Impact Analysis)
- City of Norwalk (Economic Development Opportunities Plan)
- City of Ontario (EIFD Evaluation)
- City of Santa Barbara (Retail Market Study and Economic Development Strategy; Downtown Revitalization)
- City of Seaside (EIFD and CRIA Evaluation)
- City of St. Helena (Highest and Best Use Analysis; Asset Strategy; Downtown Revitalization)
- City of Watsonville (EIFD Evaluation)
- City of Thousand Oaks (Economic Development Specific Plan)

SECTION 2. MEET THE TEAM

Stephanie Ontiveros

Vice President



Project Role:
Tax Analysis Specialist

Years with Firm: 2+
Years of Experience: 26+

Education:
- Bachelor of Science,
Business Administration
– Finance, California
State University, Fresno

Ms. Stephanie Ontiveros is a Vice President with Kosmont Companies and has extensive public agency consulting experience in economic development, redevelopment and finance. Prior to joining Kosmont, Ms. Ontiveros served as a financial consultant to over 90 cities, agencies and special districts throughout California, specializing in Property Tax and Tax Increment analysis, revenue evaluation, forecasting and budgeting. Ms. Ontiveros has conducted numerous special analysis projects for various city specific needs.

LICENSES/AFFILIATIONS:

Ms. Ontiveros is a Municipal Advisor Representative having achieved the MSRB Series 50 professional qualification.

RELEVANT EXPERIENCE:

A few of her more recent projects are summarized below:

- City of Napa EIFD Evaluation and Formation
- City of Fairfield EIFD Evaluation
- City of Fresno EIFD Evaluation and Formation
- City of Mount Shasta EIFD Evaluation
- City of Rancho Cucamonga EIFD Evaluation
- City of Sanger EIFD Formation
- County of Madera EIFD implementation and annual reporting
- County of Madera EIFD base year and tax increment audit
- City of Placentia and County of Orange EIFD implementation and annual reporting
- Menlo Park Fire Protection District – Tax Increment Projections
- City of Torrance – Tax Increment Projections
- City of Thousand Oaks – Tax Increment Projections
- City of Napa – Tax Increment Projections
- City of Roseville – Tax Increment Projections
- City of Clovis – Annual Annexation Review and County Fire Transition Fee Calculations



SECTION 3.

FIRM EXPERIENCE

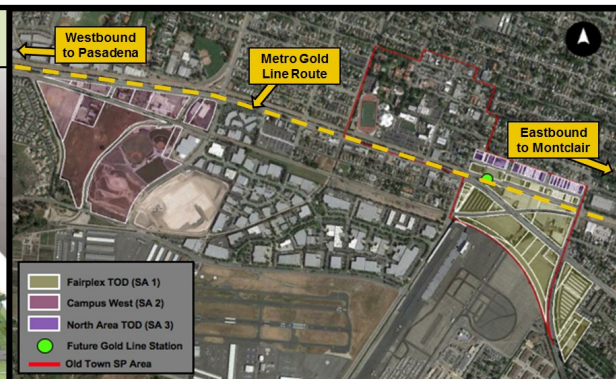
SECTION 3. FIRM EXPERIENCE

CITY OF LA VERNE / COUNTY OF LOS ANGELES: Enhanced Infrastructure Financing District (EIFD) Feasibility Analysis and Formation

Work Samples: [City of La Verne / County of LA EIFD](#)

Kosmont was retained by the City of La Verne to initiate an EIFD feasibility study for a multi-agency proposed District that would help finance public infrastructure and encourage private investment for a variety of commercial and mixed-use projects. The proposed project area is in a transit-oriented development (TOD) area of the La Verne Old Town Specific Plan and surrounds a proposed Metro Gold Line Extension light rail station. Anticipated infrastructure improvements include a range of first mile / last mile, pedestrian and bicycle connectivity, roadway and other infrastructure projects. Kosmont's work resulted in EIFD formation by the City in October 2017 as the **first EIFD in the County of Los Angeles and the six-county SCAG region**. After lengthy negotiations, the County of Los Angeles formally joined the district as a partner in January 2020, committing 50% of its share of property tax increment to the district. La Verne represents the **second EIFD statewide involving a city and county partnership** (after Placentia / Orange County).

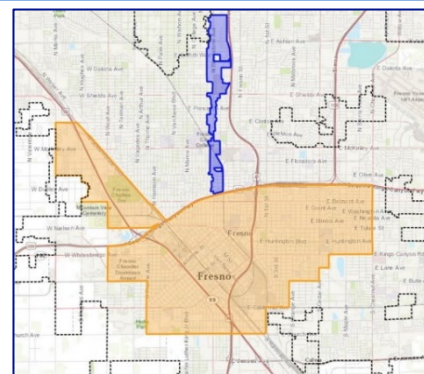
La Verne Crossings – Transit Oriented Development



CITY OF FRESNO: Downtown and Blackstone BRT Corridor Enhanced Infrastructure Financing District (EIFD) Evaluation and Formation

Kosmont evaluated and led the successful formation of an enhanced Infrastructure Financing District (EIFD) encompassing approximately 4,200 acres in the Downtown and Blackstone Avenue Bus Rapid Transit (BRT) Corridor areas of the City, an area almost entirely comprised of Opportunity Zone and Disadvantaged Community Census Tracts.

The district will generate approximately \$350 million in funding for transit and housing-supportive infrastructure to catalyze and support future growth and reinvestment into the local community. The Fresno City Council and the EIFD Public Financing Authority (PFA) approved the final Infrastructure Financing Plan (IFP) in September 2020, marking the first City-lead EIFD in the Central Valley.



Work sample: <https://www.fresno.gov/eifd>

SECTION 3. FIRM EXPERIENCE

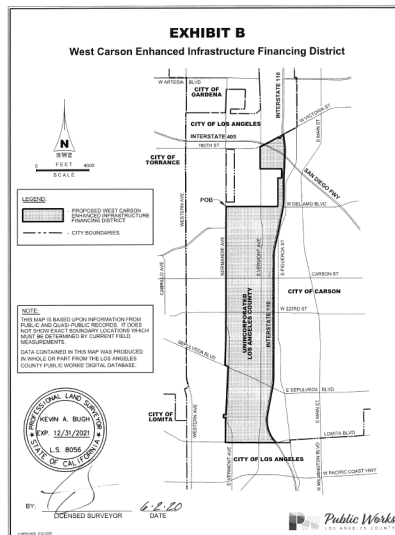
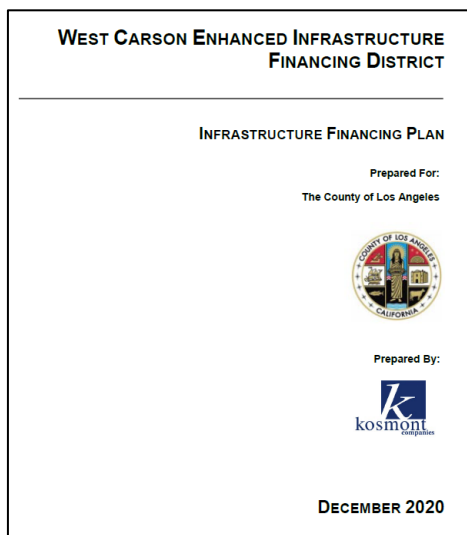
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG): Special District and Value Capture Technical Advisory

CLIENT: SCAG, 900 WILSHIRE BLVD., STE. 1700, LOS ANGELES, CA 90017
 CONTACT: **Kimberly Clark**, SCAG Program Manager, Resource Conservation & Resilient Communities
 (213) 236-1844 / clark@scag.ca.gov
 PROJECT DATES: August 2015 – Present
 WORK SAMPLE: [SCAG Application Link](#) / [City of Placentia](#) / [County of Orange EIFD](#) / [West Carson EIFD](#)



For many years, Kosmont has been engaged by the Southern California Association of Governments (SCAG) for special district and tax increment financing subject matter expertise and technical advisory, serving its 191 member cities and six member counties. Kosmont developed with SCAG a special district technical screening application and assists with ongoing training services for its member cities and counties.

Kosmont has additionally led over fifteen EIFD/CRIA "Pilot Projects" funded by SCAG throughout the SCAG region, involving district feasibility evaluation, stakeholder outreach, and actual district formation. One Pilot involves the City of Placentia, where Kosmont provided the initial EIFD feasibility study for an approximately 300-acre Transit-Oriented Development ("TOD") area surrounding their forthcoming Metrolink station. Kosmont assisted Placentia with drafting of the required Infrastructure Financing Plan ("IFP") and tax increment negotiations with the County of Orange. Kosmont worked with Placentia and Orange County to **form the first city and county cooperative EIFD in the State**, established on July 30, 2019. The EIFD is expected to approximately \$27 million in infrastructure funding capacity, and Kosmont is currently assisting the City and County in underwriting the EIFD's first debt issuance of approximately \$10 million. An additional Pilot involves the unincorporated community of West Carson in Los Angeles County, where Kosmont provided initial feasibility analysis and additionally provided technical advisory, stakeholder outreach, and other assistance to form the **first County-led EIFD in Southern California**. The West Carson EIFD is approximately 1,587 acres, encompassing the West Carson TOD Specific Plan and Harbor-UCLA Medical Center Campus Master Plan areas. Total tax increment revenues to be generated are estimated at \$625 million.



SECTION 3. FIRM EXPERIENCE

LETTER OF RECOMMENDATION



COUNCIL VICE PRESIDENT NELSON ESPARZA

May 25, 2021

To: Whom it May Concern

RE: Letter of Recommendation for Kosmont Companies

The City of Fresno retained Kosmont Companies in August of 2019 to evaluate the feasibility of a tax increment financing (TIF) district. The purpose of such a district was to assist in the funding of critical infrastructure and other public improvements, as a means of catalyzing the development of housing and other community amenities in historically underserved areas of the City.

With Kosmont's technical analysis and guidance, and after a great deal of coordination with City staff across Planning & Development, Public Works, Transportation, Finance, the City Attorney's Office, landowners, residents, and other community stakeholders, Fresno successfully formed its Enhanced Infrastructure Financing District (EIFD) in the Fall of 2020. The Fresno EIFD is approximately 4,200-acres encompassing Downtown Fresno and the Blackstone Avenue Corridor Enhanced. The EIFD is comprised almost entirely of Disadvantaged Community (DAC) and Federal Opportunity Zone (OZ) Census Tracts.

Following district formation, interest from the development and investment community has risen sharply (due to a number of factors). Kosmont is currently assisting the City in the evaluation of multiple proposed/potential uses of EIFD proceeds as funds become available.

Kosmont has my enthusiastic recommendation for their real estate, economic development, and public finance expertise. Please feel free to reach out with any questions regarding our experience with Kosmont via telephone at 621-8000 or via email at nelson.esparza@fresno.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Nelson Esparza".

Nelson Esparza
Council Vice President, District 7

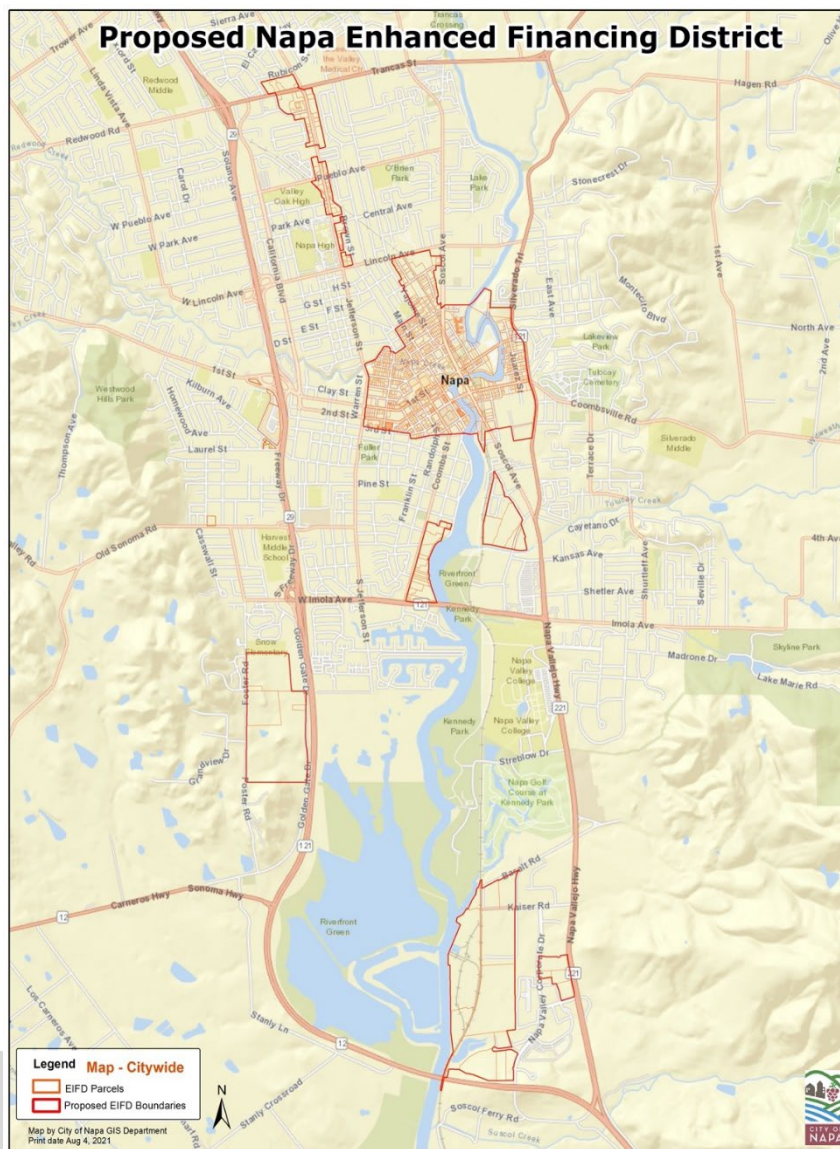
SECTION 3.

FIRM EXPERIENCE

CITY OF NAPA: *Enhanced Infrastructure Financing District (EIFD) Formation*

Kosmont was retained by the City of Napa for technical advisory related to the formation of the City of Napa Enhanced Infrastructure Financing District (EIFD). The EIFD encompasses approximately 840 acres including a mix of potential future land uses on significantly underutilized properties. Kosmont prepared the governing Infrastructure Financing Plan (IFP), tax increment revenue projections, fiscal impact and economic benefit analysis, staff reports, resolutions, and required public mailing, newspaper, and website notices. Kosmont lead presentations to the City Council, the EIFD Public Financing Authority (PFA), and County staff and elected officials regarding the proposed activities of the EIFD. The Napa EIFD was successfully formed as the first EIFD in Napa County on July 6, 2022.

SAMPLE WORK PRODUCT: Link to Napa EIFD website (*see Infrastructure Financing Plan and Appendices*)
<https://www.cityofnapa.org/1171/Enhanced-Infrastructure-Financing-Distri>



SECTION 3. FIRM EXPERIENCE

LETTER OF RECOMMENDATION



August 8, 2022

To Whom it May Concern:

RE: Letter of Recommendation for Kosmont Companies

Kosmont Companies was engaged by the City of Napa in November 2020 to evaluate the feasibility of an Enhanced Infrastructure Financing District (EIFD) to assist in the funding of critical infrastructure through property tax increment and complementary funding sources as a way to facilitate future development and community amenities throughout the City.

Throughout the ensuing 18 months or so, Joe Dieguez and the Kosmont team provided critical analysis, strategic guidance, and outreach support for communications with our elected officials, staff across various City departments, our legal team, County of Napa representatives, landowners, residents, and other community stakeholders.

We are excited to report that our great work together culminated in the successful formation of our approximately 840-acre EIFD in July 2022 – the first EIFD in Napa County.

Kosmont was an essential partner along this journey, leveraging their extensive experience, creative thinking, and collaborative problem-solving abilities to keep our evaluation and implementation process moving forward smoothly at all times. They were always responsive and provided critical guidance throughout the process.

I am pleased to endorse Kosmont for their economic development, real estate, and public finance expertise. We could not have had a better partner. Please feel free to reach out with any questions regarding our experience with Kosmont at nharrison@cityofnapa.org.

Sincerely,

Vin Smith, Community Development Director
City of Napa, 1600 First Street Napa, CA 94559
vsmith@cityofnapa.org

Neal Harrison, Economic Development Manager
City of Napa, 1600 First Street Napa, CA 94559
nharrison@cityofnapa.org

SECTION 3. FIRM EXPERIENCE

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO): Systemwide Value Capture Support Advisory

CLIENT: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
CONTACT: **Craig Hoshijima**, Executive Officer, Strategic Financial Planning
(714) 307-9437 / HoshijimaC@metro.net
PROJECT DATES: February 2022 – Present



Kosmont is currently retained by Metro as part of a team with Morgner Construction Management to provide Value Capture Support advisory services to cities and the County of Los Angeles in connection with current and proposed Metro transit stations across the Metro's various transit corridors (e.g., WSAB, Foothill, ESP2).

Kosmont is providing station-area specific value capture analysis regarding the feasibility and magnitude of potential tax increment financing (TIF) mechanisms such as Enhanced Infrastructure Financing Districts (EIFDs) in order to assist cities and the County in meeting their respective local cost match requirements and to support their investment in first/last-mile infrastructure to support TOD adjacent to station areas. Kosmont is additionally leveraging its relationships and experience with the various affected municipalities across the County (and experience with municipalities across the state regarding transit value capture) to demonstrate and communicate the value of collaborating with Metro in station area Value Capture matters.

COUNTY OF HUMBOLDT: Samoa Peninsula Enhanced Infrastructure Financing District (EIFD) Formation

Kosmont was retained by the County of Humboldt for technical advisory related to the formation of the Samoa Peninsula Enhanced Infrastructure Financing District (EIFD) in unincorporated County jurisdiction. The EIFD is approximately 2,400 acres encompassing a mix of potential future land uses on significantly underutilized properties. Kosmont providing analysis and peer review of the guiding Infrastructure Financing Plan, tax increment revenue projections, fiscal impact and economic benefit analysis, staff reports, resolutions, and required public mailing, newspaper, and website notices.

SAMPLE WORK PRODUCT: [Samoa Peninsula EIFD](#)



SECTION 3.

FIRM EXPERIENCE

CITY OF CARSON: *Carson Enhanced Infrastructure Financing District (EIFD) Formation*

Kosmont was retained by the City of Carson for technical advisory related to the evaluation and eventual formation of the City of Carson Enhanced Infrastructure Financing District (EIFD). The EIFD encompasses approximately 1,735 acres including a mix of potential future land uses on significantly underutilized properties. Kosmont prepared the governing Infrastructure Financing Plan (IFP), tax increment revenue projections, fiscal impact and economic benefit analysis, staff reports, resolutions, and required public mailing, newspaper, and website notices. Kosmont lead presentations to the City Council, the EIFD Public Financing Authority (PFA), and County staff and elected officials regarding the proposed activities of the EIFD. Kosmont additionally facilitated discussions with the County of Los Angeles to eventually establish the third successful City/County EIFD partnership in the County of Los Angeles. The Carson EIFD was officially formed in August 2022.

Click the links here to view the [Carson EIFD website](#) and the [Carson EIFD Infrastructure Financing Plan \(IFP\)](#).

