

PLEASE TAKE NOTICE, this special meeting of the City Council has been called by the Mayor pursuant to Government Code section 54956. Public comments may be submitted by email at publiccomments@cityofartesia.us before 12:00 p.m. on the date of the meeting.

**Special Meeting of the Artesia City Council
City Council Chambers
18747 Clarkdale Avenue
Artesia, CA 90701
(562) 865-6262**

**You may view this meeting live over the internet at
<https://ca-artesia2.civicplus.com/241/City-Council-Meetings-Video>**

**Wednesday, November 19, 2025
6:30 p.m.**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

This is the portion of the meeting set aside to invite public comments. Under California law, public comments at special meetings are limited to subjects on the agenda only. Public comments may also be submitted by email at publiccomments@cityofartesia.us before 12:00 p.m. on the date of the meeting. Those wishing to speak are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

3.A. Public Comments

4. CEREMONIAL PRESENTATION

4.A. Posthumous Certificate of Recognition for Jesus "Jesse" Lujan

5. DISCUSSION

5.A. Professional Services Agreement with New City America, Inc. for Business Improvement District (BID) Evaluation and Formation Services

6. RECESS TO CLOSED SESSION

The City Council will recess to closed session to discuss the following items:

6.A. Public Employee Performance Evaluation
— Pursuant to Government Code Section 54957
— Title: City Manager

7. RECONVENE IN OPEN SESSION

8. CLOSED SESSION ANNOUNCEMENT

9. ADJOURNMENT

The City of Artesia complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the City Clerk's office at 562-865-6262 at least 72 hours prior to the meeting. Copies of Staff Reports are on file in the Office of the City Clerk and are available for inspection.

Date Posted: November 18, 2025



CITY COUNCIL AGENDA REPORT

MEETING DATE: November 19, 2025

ITEM NO: 5A.

TO: Mayor and Members of the City Council

SUBJECT: Professional Services Agreement with New City America, Inc. for Business Improvement District (BID) Evaluation and Formation Services

FROM: Carmen Zambrano, Management Analyst

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

Jamie Murguia, Finance Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

RECOMMENDATION:

It is recommended that the City Council by motion, authorize the City Manager to execute a Professional Services Agreement with New City America, Inc. for Business Improvement District (BID) Evaluation and Formation Services in an amount not-to-exceed \$131,000.

BACKGROUND:

The City of Artesia continues to prioritize the revitalization and long-term economic health of its Downtown and surrounding commercial corridors. As part of these efforts, the City is considering the formation of a Business Improvement District (BID) to empower local businesses to collaboratively invest in improvements, services, and promotions that enhance Artesia's commercial environment and attract regional visitors.

A Business Improvement District is a public-private partnership authorized under California's Business Improvement District Law (Streets and Highways Code §§ 36500 et seq.), which allows businesses within a defined area to pay assessments that fund improvements and activities benefiting their district (§ 36501). In Artesia, a BID could support enhancements such as additional public safety services, additional sidewalk cleaning, additional decorative lighting, coordinated marketing and tourism efforts, and community events designed to boost business activity, property values, and overall community vitality.

The BID Law, enacted in 1989 to replace the former Parking and Business Improvement Area Law of 1979, provides a uniform and streamlined framework for cities to establish such districts. Assessments established under this law are not subject to Proposition 218, making the process more straightforward than other special-assessment mechanisms.

Formation typically involves the following five steps:

1. Establishing an advisory board to recommend assessment structure and use;
2. Publishing and mailing a joint notice for a public meeting and hearing;
3. Adopting a Resolution of Intention;
4. Conducting a public hearing to receive comments and protests; and

5. Adopting an ordinance formally establishing the BID.

ANALYSIS:

To begin exploring BID feasibility, the City issued Request for Proposals (RFP No. MISC 2025-02: BID Evaluation and Action Plan 2025) on Friday, July 25, 2025, which closed on Thursday, September 4, 2025. The RFP sought a consultant to evaluate the feasibility of forming a BID in Downtown Artesia through a phased approach of analysis, outreach, and legal formation, consistent with the Property and Business Improvement District Law of 1994.

Specifically, the RFP's objective was to secure a qualified consultant to assist the City in exploring the establishment of a BID that enables local businesses to collectively determine priorities, manage funds, and promote sustained economic growth within the district.

The RFP outlined a three-phase process:

Phase I – Feasibility Analysis and Community Outreach

- Baseline assessment of land use, demographics, business mix, mobility, and public-realm conditions.
- Business and property-owner engagement through interviews, workshops, and surveys.
- Drafting of preliminary BID boundaries, governance, and funding model.
- Preparation of a Strategic Action Plan summarizing findings and next steps.

Phase II – Legal Formation and Adoption Support

- Preparation of the Resolution of Intention, boundary map, and assessment methodology.
- Conducting public noticing, meetings, and hearings required by the BID Law.
- Support for Council adoption of an ordinance establishing the district.

Phase III – Post-Adoption Implementation Support

- Business orientation, early branding/marketing support, and assistance transitioning to an independent management association.

In developing the scope of work, City staff conducted extensive research on best practices in BID formation processes used throughout California. The resulting framework was designed to outline the City's goals and expectations for feasibility analysis, stakeholder engagement, and implementation planning. However, recognizing that BID formation is a highly specialized process governed by complex state law and community dynamics, staff placed significant emphasis on identifying a consultant with the expertise to refine and lead this effort. The intent was to secure a partner capable of guiding both the City and the business community through each stage of the process with confidence, transparency, and industry best practices.

Proposal Review and Interviews

Six firms submitted proposals:

- New City America
- Urban Consulting
- NBS Government Finance Group
- Sunstone Cities
- Precision Consulting
- Civitas / Community Strong Strategies

After initial review on September 10, 2025, Staff shortlisted New City America, Urban Consulting, and NBS Government Finance Group for interviews based on each firm’s demonstrated experience in forming and managing Business Improvement Districts, as well as their understanding of economic-development strategies in comparable cities. Interviews were conducted on October 6, 2025, and focused on each consultant’s understanding of Artesia’s commercial corridor dynamics, BID formation methodology, multicultural outreach approach, and experience with language access and community engagement suitable for Artesia.

Among the interviewed firms, New City America demonstrated a confident and hands-on approach, expressing enthusiasm for engaging directly with Artesia’s diverse business owners and guiding them through each step of the process. Their proven ability to balance legal compliance with community-driven outreach with stakeholders in ethnically diverse communities gives staff confidence that they are the right partner to help businesses shape a district that reflects Artesia’s unique character and needs. While all firms interviewed demonstrated strong qualifications, Mr. Li Mandri stood out for his ability to connect respectfully and confidently with diverse business owners, a quality that Staff believes will be essential in earning the trust and participation of Artesia’s business community. Based on the firm’s technical expertise, extensive experience forming and managing cultural BIDs statewide, and strong record of building trust within multicultural business communities, staff selected New City America, Inc. as the preferred consultant.

A second interview was held with New City America on October 15, followed by discussion with the Economic Development Ad-Hoc Committee on October 16, 2025. After confirming alignment with the project goals, the firm was notified of the City's intent to work with them and was invited to present an overview of BID formation and their unique placemaking experience with other Bids.

Consultant Overview

New City America, Inc., headquartered in San Diego, is a nationally recognized leader in BID and PBID formation and management, led by Marco Li Mandri. The firm has created or managed more than 80 districts, including:

- Little Italy Association (San Diego)
- Downtown Hayward Improvement Association
- Downtown Glendale Association
- Lincoln Heights Industrial Zone (Los Angeles)
- East Village Association (San Diego)
- Downtown Chula Vista
- Downtown El Cajon

New City America’s proposal outlines a 15-month schedule, with approximately seven months of work in FY 2025-26 and eight months in FY 2026-27. The cost breakdown is as follows:

Phase	Description	Amount
I	Feasibility & Outreach	\$ 42,500
II	Legal Formation & Adoption	\$ 51,000
	Engineer’s Report	\$ 3,500
III	Post-Adoption Implementation	\$ 34,000
	Total Not-to-Exceed	\$ 131,000

Upon execution of the agreement, New City America will commence Phase I, including the Downtown Artesia feasibility study, outreach, and strategic recommendations. A progress presentation will be brought to Council in Spring 2026 for directions on whether to advance to the legal formation phase. If community support proves insufficient, the City may elect not to proceed with subsequent phases.

FISCAL IMPACT:

The total not-to-exceed amount of the Professional Services Agreement is \$131,000, spanning two fiscal years. The City Council appropriated \$75,000 in the Fiscal Year 2025-26 Budget for BID consulting services under the Economic Development Fund. Phase I of this project, at a cost of \$42,500, will occur entirely in the current fiscal year. Phase II, for a cost of \$54,500 (including the engineers report), will begin in the spring of 2026 and continue into Fiscal Year 2026-27. Staff believes the funding allocation of \$75,000 for the current fiscal year will be sufficient for work in the current fiscal year. If the agreement is approved, staff will allocate \$56,000 for the completion of this project in Fiscal Year 2026-27.

RECOMMENDED COUNCIL ACTION:

It is recommended that the City Council by motion, authorize the City Manager to execute a Professional Services Agreement with New City America, Inc. for Business Improvement District (BID) Evaluation and Formation Services in an amount not-to-exceed \$131,000.

Attachments

[Professional Services Agreement with New City America 11-18-25.pdf](#)

[New City America Proposal \(RFP Response\).pdf](#)

[RFP No MISC 2025-02 – BID Evaluation and Action Plan 2025.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARTESIA AND NEW CITY AMERICA, INC FOR BUSINESS
IMPROVEMENT DISTRICT (BID) EVALUATION AND FORMATION SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of November, 2025, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and New City America, Inc., a California Corporation, with its principal place of business at 710 West Ivy Street, San Diego, CA 92101, California ("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 providing certain professional services required by the City under the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Business Improvement District (BID) evaluation and formation services, is duly licensed to perform such services in the State of California, and is familiar with the needs and objectives of the City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Business Improvement District (BID) Evaluation and Formation 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, and services necessary to fully and adequately supply the professional service necessary for the BID Evaluation and Formation Project ("Services"). The Services are more particularly described in Exhibit "A" (Scope of Services) is 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 20, 2025, to January 31, 2027, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement; there are no automatic renewals.

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. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. 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 in a prompt and timely manner 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.

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. The key personnel for performance of this Agreement are as follows: **Marco Li Mandri, President.**

3.2.5 City's Representative. The City hereby designates **Abel Avalos, City Manager**, 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 work submitted by Consultant. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services 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 **Marco Li Mandri**, 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 is solely responsible for the technical accuracy and quality of its Services. 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. 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. 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 Performance 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies 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 and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies 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.

3.2.10.2 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.

3.2.10.3 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). 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 subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 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.

3.2.11 Insurance.

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 0001, 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 0001 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.

(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.

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) 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.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive a monthly retainer in the amount of Eight Thousand Five Hundred Dollars (\$8,500) payable in advance on the first day of each month. The total compensation shall not exceed One Hundred Thirty-One Dollars (\$131,000) 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 the Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided during 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. 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. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "B" 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. The rates and not-to-exceed amounts identified in Exhibit "B" and "C" are fixed for the duration of this Agreement and shall not be subject to increase unless otherwise authorized in writing by the City through a duly executed amendment.

3.4 Accounting Records.

3.4.1 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 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.

3.5.1.2 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.

3.5.1.3 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.

3.5.2 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: New City America, Inc.
710 West Ivy Street
San Diego, CA 92101
ATTN: Marco Li Mandri

City: City of Artesia
18747 Clarkdale Avenue
Artesia, CA 90701
ATTN: Abel Avalos

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 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 including stakeholder lists/databases, survey instruments and results, outreach materials, meeting sign-in sheets, presentation decks, draft/final Management District Plan, draft/final Engineer's Report (if PBID), noticing collaterals, and any GIS/mapping files ("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 five (5) 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.

3.5.3.2 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.

3.5.3.3 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.

3.5.3.4 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.

3.5.3.5 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. 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.

3.5.3.6 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.

3.5.4 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.

3.5.5 Indemnification.

3.5.5.1 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, subcontractors, consultants 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 except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants or representatives.

3.5.5.2 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.

3.5.6 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.

3.5.7 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.

3.5.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

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

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

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

3.5.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services 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.

3.5.13 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.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the compensation of the Agreement.

3.5.15 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.

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

3.5.17 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.

3.5.18 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. 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic

Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.5.19 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.

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

3.5.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF ARTESIA AND NEW CITY
AMERICA, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARTESIA

NEW CITY AMERICA, INC.

By: _____
Abel Avalos
City Manager

By: _____
Marci Li Mandri
President

By: _____
Monica Marie Montes
Executive Assistant

Attest:

City Clerk

Approved as to Form:

City Attorney

**EXHIBIT "A"
SCOPE OF SERVICES**

The Consultant shall provide professional services to evaluate the feasibility and support the formation of a Business Improvement District (BID) in Downtown Artesia. Services shall be delivered in three phases, as detailed below.

Phase I: Feasibility Analysis and Baseline Assessment

1. Downtown Study and Baseline Assessment

Task	Response
Land Use and Zoning	We will review any Downtown Specific Plan that has been previously created
Demographic and economic indicators	Will seek data from City
Real estate and business activity	Will seek data from City
Parking, transportation and mobility	Will tour the area and see parking needs and parking type, meters, etc
Public realm conditions (streetscape, infrastructure)	Will tour the area to review infrastructure

2. Community Stakeholder Engagement

Task	Response
Land Use and Zoning	We will review any Downtown Specific Plan that has been previously created
Business and property owner interviews	Will conduct interviews with direction from the City staff
Public meetings and pop-up events or workshops	Will attend public meetings and pop-up events and workshops when available
Online surveys or other accessible feedback tools	Will conduct online and mailed surveys to all property owners once study boundaries have been set by the City staff
Conduct stakeholder meetings, workshops, presentations for the community, business groups and City Council to explain BID benefits and assessment process	A new CBID Steering Committee will be set up by NCA and City staff to invite key property and business owners to outline process of investigation and possible formation of the CBID
Provide material and messaging to generate community buy-ins and support	NCA shall provide full information packets for each meeting of the Steering Committee

3. BID Feasibility and Strategy

Task	Response
Drafting proposed boundaries	This will be based upon the original survey put forward by property owners and with direction from City staff
Identify potential services and programs	Special benefit services shall be included in the survey of property owners

Recommending governance and assessment models	If and when the district is formed, Phase 3 will kick in and models of governance will be presented to involved property owners
Estimating revenue projections and funding structure	Three options for services and costs will be presented to the Steering committee if and when we move to Phase 2 of the contract
Outlining the legal process for formation and compliance with BID law	The process for formation and compliance is based upon Proposition 218, the resulting Government Codes and Section 36600 of the California Streets and Highway Code

4. Regulatory and Policy Recommendations

Task	Response
Assess whether updates to local zoning, signage, permitting or district boundaries are needed to support Downtown revitalization and a potential BID	Updates to local zoning, signage, permitting are not needed to support Downtown revitalization and a potential BID

5. Strategic Action Plan

Task	Response
Short- and long-term revitalization strategies	This will be outlined to the City staff and the Steering Committee once we commence meeting in October
Proposed programs, services and marketing concepts	Special benefit services, as compared to general benefit services will be outlined to the city staff and the Steering Committee
Public-private partnership opportunities	This concept is relevant in Phase 3 of the proposal RFP
Funding sources and grant strategies	This concept is relevant to Phase 3 of the proposed RFP
Timeline and performance indicators for implementation	The timeline for all 3 phases is included in the Scope of Services outlined on pages 6 and 7 of this RFP response

Phase II: BID Formation and Legal Process Support

1. Preparation of Legal Framework and Resolution of Intention

Task	Response
Drafting a statement that a BID is proposed under California BID law	This will be in the introduction to the Management District Plan in Phase 2
Defining boundaries	Boundaries will be determined by the survey results as well as City input
Describing the type of proposed improvements and activities	The list and menu of special benefit services will be outlined in the management district plan. 3 options will be presented to the Steering Committee
Specify that assessments will be levied annually to fund BID activities	This statement will be included in the survey cover letter and management district plan

Providing a proposed method and basis of assessment	This will be outlined in the management district plan after review by the City staff and Steering Committee
Addressing exemption policies for new businesses	Proposition 218 is very clear about exemptions and they would only apply to government agencies that can provide “clear and convincing evidence” that they will not derive any benefit from the creation of the special benefits’ district
Identifying time, date and location of public hearing, consistent with noticing requirements	The City Council will set that date upon the adoption of the Resolution of Intent after the 50% threshold of support, by dollar amount has been met by district property owners
Clarifying the testimony and protests will be accepted at the public hearing	This will be coordinated with the Steering Committee members to the City Council

2. Implementation of BID Formation Process

Task	Response
Support the establishment of a BID Advisory Board to recommend assessment use and structure	BID advisory Boards are used under the old Parking and Business Improvement District Act of 1989. That is not relevant in this process
Mailing and publication of joint notice for public meetings and hearings	This is the legal obligation of the City Clerk of Artesia since it is a public hearing. NCA staff can help in this process
Conducting a public meeting and preparation for the Resolution of Intent	This is conducted by the City Council, led by the City Manager’s staff
Conducting a public hearing, receiving testimony and protests	This is led by the City Council and coordinated by the City Clerk
Supporting City Council adoption of ordinance to establish the BID	The Resolution of Formation is a City Council action once the mail balloting procedure has demonstrated support by the weighted returned ballots of the property owners
Providing clear, assessable materials throughout to ensure transparency and reduce the potential for protests.	The clear, accessible materials will be outlined in both the Management District plan, newsletters and the Engineer’s report

Phase III: Post Adoption Support

Task	Response
Business notification and orientation	The common practice is that the CBID Steering Committee members will evolve into the new Owners Association as outlined in the PBID law
Branding or marketing development	This would be done via an RFP process submitted by NCA to the new management entity, sometime in the Fall of 2026

Early stage BID management support	NCA has developed a standard that will direct the management corporation on how to set up a functional and effective system of management through the Board, Committees, meetings and Task forces
Website development and communications infrastructure	This would be done via an RFP process submitted by NCA to the new management entity sometime in the Fall of 2026

EXHIBIT "B"
SCHEDULE OF SERVICES

Phase I – Feasibility Analysis and Stakeholder Outreach

Task	Comment	Estimated Time
<i>1. Prepare a feasibility analysis for creating a successful Downtown Artesia Stakeholders group to include various options on the district boundaries.</i>	We would commence the process with one-on-one meetings with key property owners and businesses. Read documents related to the current situation in Downtown	November – December 2025 Meet with City officials to go over the process and timeline for a possible district formation timeline.
<i>2. Create a new Downtown Artesia Community Benefit Improvement District (CBID) Steering Committee made up of property and business owners, conduct outreach meetings to obtain feedback from property owners, business owners and other key stakeholders on the CBID effort.</i>	NCA will work with the City and stakeholders and the new Downtown Artesia CBID Steering Committee and will present a written survey for response by property owners. The survey will draw out support and opposition to the concept of a special assessments district and provide critical data for contacting property owners in the future. At least three meetings will be held to go over the CBID outreach concept, survey review and determination of the final fate of the investigation	November 2025 – January 2026 -Database created based upon presumed boundaries -Survey mailout out and tabulated on a parcel map -Survey questions prioritized -Recommendations made to the Steering Committee based upon survey responses.
<i>3. Take in the results of the survey of property owners and present them to the City Manager and the CBID Steering Committee. Meet with property owners as needed.</i>	NCA has a unique program for showing the levels of support and gauging which priority services the City and property owners would want to see. We would map it out and present it to the Steering Committee	January – February 2026 Finalize survey results and findings, make recommendations to the City and the Steering Committee
<i>4. Write a report to the City Manager on the results of the investigation, recommended timeline, and feasibility of formation.</i>	If the survey response supports the creation of a new CBID, work with the City Manager’s office to review the various options, probably the PBID act of 1994, to fund special benefit services in Downtown Artesia.	February – March 2026
Estimated Costs for Investigation of Downtown Artesia CBID		\$ 42,500.00 (\$8,500 x 5 months)

Phase II – Legal Formation and Adoption

Downtown Artesia CBID Phase II - Formation Stage	Estimated Time Period
1. If requested by the City Manager and the CBID Steering Committee, write a newsletter summarizing the CBID survey results. Send out property verification	March – April 2026

forms to all affected property owners. Submit property database to the City for verification of database.	
2. Write the first draft preliminary Downtown Artesia CBID Management District Plan, submit it to the CBID Steering Committee, meet frequently with Steering Committee until the plan has been fully supported. The Management District Plan is a legal document which will include the special benefit services to be funded by the CBID, costs per property owner; benefit zones, (if any); frequency of services; boundaries; and management by a newly formed non-profit corporation	March – April 2026
3. Finalize the CBID Management District Plan; get approval from the Downtown Artesia CBID Steering Committee. Communicate with property owners on status of the district formation process. Have plan approved by City Attorney's office	April 2026
4. Have the plan approved by an independent, certified assessment engineer. Initiate a petition drive of support among the weighted property owners to trigger the ballot, mail out plan summary to all property owners (need minimum of 50% weighted support of property owners to endorse plan, based upon current rules of the PBID Act)	April 2026
5. Complete petition drive; submit petitions to the City Manager's office. Brief City officials as instructed. Continue to meet with the Downtown Artesia CBID Steering Committee	May – June 2026
6. Work with the City on ballot preparation, if necessary as well as the adoption of the Resolution of Intent, which triggers the balloting process	July 2026
7. Follow up with Downtown Artesia CBID Steering Committee to ensure weighted majority property owners vote and return ballots. Attend the public hearing for the ballot counting. Once Resolution of Formation has been adopted, work with the City to submit relevant data and map to the County Tax Assessor for inclusion in the FY 27 property tax bills.	August – September 2026
<i>Estimated cost for formation of Downtown Artesia CBID including the required Assessment Engineer's report (6 months of retainer plus the required Assessment Engineer's report)</i>	\$ 54,500.00 (\$51,000 + \$3,500)

Phase III – Post-Adoption Implementation Support (Estimated 4 months)

<i>Downtown Artesia CBID Phase III - Post Adoption Support</i>	<i>Estimated Time Period</i>
Business notification and orientation (key stakeholders from the CBID Steering Committee)	October 2026
Branding or marketing development (write RFPs for Public Relations and Social Media, branding.) Create Committee structure that promotes this function	November 2026
Early stage BID management support (creation of new District Management Corporation, including articles of incorporation, bylaws and submittal to the IRS)	December 2026
Website development or communications infrastructure (create RFP for website development specific to needs of the District and management corporation)	January 2027
<i>Setting up District Management Corporation Board and officers and proposal management corporation contract with the City (4 months of retainer costs)</i>	\$ 34,000.00

**EXHIBIT "C"
COMPENSATION**

Total Compensation

Payment for all services under this Agreement shall not exceed \$131,000, inclusive of the required Assessment Engineer's Report.

Payment Method

Consultant shall invoice monthly. Monthly invoices shall not exceed \$8,500 during active project months and must identify tasks completed within the applicable phase. The City shall only pay for approved work.

Phase Allocations

Phase	Description	Not-to-Exceed Amount
I	Feasibility Analysis & Stakeholder Outreach	\$42,500
II	Legal Formation Engineers Report	\$51,000 \$3,500
III	Post-Adoption Support	\$34,000
	Total Contract	\$131,000 (NTE)

Payments for Phases II and III shall occur only upon written authorization by the City to proceed with the Project beyond Phase I.



LETTER OF TRANSMITTAL

August 30th, 2025
Ms. Carmen Zambrano
Management Analyst
City of Artesia

Sent via e-mail: czambrano@cityofartesia.us

SUBJECT: Proposal for the Investigation and Formation of a New Downtown
Artesia Property Assessment District (Community Benefit District)

Dear Ms. Zambrano:

Thank you for reaching out to us regarding the proposed new property assessment district to aid the City in the improvement to Downtown Artesia. This proposal will outline what the scope of services would be for such a study and implementation.

New City America has perhaps created and managed more districts statewide than any other company over the past 30 years. We are the only company which can simultaneously do the following:

- *Investigate and establish BIDs and Community Benefit Districts;*
- *Help to set up the new Board of Directors and management corporations of the entities who will run the district;*
- *Manage the district until such time that a full-time Executive Director has been hired;*

We currently manage 8 districts statewide: Little Italy/San Diego, Downtown Hayward, Downtown Glendale, Downtown Chula Vista, Historic Lincoln Heights Industrial Zone PBID, Downtown El Cajon, the East Village Association/Downtown San Diego and most recently the newly formed Ballpark District in Downtown San Diego. New City America has managed San Diego's Little Italy district in the past 30 years winning awards and acknowledgements as follows:



Corporate Office ■ 710 W. Ivy St. ■ San Diego, CA 92101 ■ 619-233-5009 ■ Fax 619-239-7105
New England Office: 42 Pearl Street ■ New Bedford, MA ■ 02740
mail@newcityamerica.com ■ www.newcityamerica.com ■ Facebook: New City America, Inc.

- *Was identified as a “Smart Community” when San Diego was designated as National Geographic International Television series on World Smart Cities. Was designated in April 2010 as the “Smart Growth Community of the Decade” by the Urban Land Institute San Diego/Tijuana Chapter.*
- *Was named the 10th most popular neighborhood for Millennials in the US today (Forbes Magazine, April 2014);*
- *Was named the most kid friendly neighborhood in Downtown San Diego by Red Tricycle Magazine in May 2015*
- *Was featured in Entrepreneur Magazine as one of the most dynamic growing districts in the US today; (2017)*
- *Was considered to be the leader in COVID response for restaurants throughout San Diego County in the summer of 2021;*
- *Was one of the only districts in Southern California which did not lose one restaurant, café or bar due to the forced government shut down during COVID;*
- *Was recently acknowledged as having the 4th best Certified Farmers Market in the US;*
- *Was recently acknowledged to have one of the most successful weekend “Art Walks” in the US today;*
- *Has created nearly 25 Charter City enabling ordinances that are considered superior to the current Property Business Improvement District laws allowable under the California Streets and Highway Code.*
- *Formed one of the largest Tourism Improvement Districts in the state of California through San Francisco Travel;*
- *Has been the leader nationwide in designing, funding and managing new public spaces in the many districts it manages.*

New City America is one of the only companies nationwide that has demonstrated its knowledge of conceptualizing a program, developing a strategy and creating the end result through a new financing mechanism and organization to achieve dynamic business district goals. In terms of qualifications, please review following relevant facts:

- New City America has formed 101 similar districts throughout the United States over the past 30 years, *perhaps more than any other company in the US.*
- The districts that are currently functioning throughout the country, formed by New City America, collectively generated over \$120,000,000 in annual revenues at the end of 2024.
- Being based in San Diego and our current work in the Orange County and the LA region allows for direct access to business and property owners for a quick response to anyone’s questions.

We hope that you find this proposal to be responsive to your request and look forward to being interviewed by you and your staff to move forward with this study for a Downtown Artesia Community Benefit Improvement District.

- i. Company Name: New City America, Inc.
Company Address: 2011 W. California Street, San Diego, CA 92110
How many years in business: 30 years in 2025
Person authorized to sign contract: Marco Li Mandri, President
Phone and e-mail address: 888 367-2726, marco@newcityamerica.com
- ii. This proposal is valid for a minimum of 120 days
- iii. Signature

A handwritten signature in black ink, appearing to read "Marco Li Mandri", with a long horizontal flourish extending to the right.

- iv. I declare that all of the information in this proposal is true and correct.

Sincerely,

Marco Li Mandri
President
New City America

2. EXECUTIVE SUMMARY

Our strategy for working in Downtown Artesia for the investigation and possible formation of a PBID/CBID would be as follows:

1. Meet first with City staff and then with Downtown Artesia stakeholders and property owners to explain the purpose of the new assessment district - Community Benefit Improvement District, (CBID), formation process and the relevant timeline to achieve these goals. Give examples of other successful Downtowns that have used Special Benefit Districts to accelerate their reinvention and redevelopment.
2. With direction from City staff and the Downtown Artesia business and property owners, work with all the key players to create a stakeholder based *Downtown Artesia CBID Steering Committee*. The first task of the Steering Committee would be to set boundaries for a CBID study area in Downtown Artesia.
3. Work with that new Downtown Artesia CBID Steering Committee to oversee a mailed survey to all property owners in the proposed district ascertaining their conceptual support for the creation of a special benefits district.
4. Use the survey to reveal the levels of survey support and/or opposition to the creation of this new financing mechanism district.

If there does seem to be conceptual support for this new Downtown Artesia Property Assessment District (CBID), we would discuss the timeline for the district formation process, which would be formed ideally by the early summer of 2026.

Please see the scope of services on pages 6 and 7 for an outline of the three phases of work including: investigation, formation and setting up management entity if the district has been successfully formed. This is the standard scope we have used nearly 100 times in creating BIDs and Community Benefit Improvement Districts nationwide.

3. SCOPE OF WORK AND PROJECT APPROACH

PROJECT MANAGEMENT APPROACH

Please see the Executive Summary and the Scope of Services on pages 6 and 7.

PROJECT TIMELINE:

Please see the timeline outlined in the Scope of Services on page 6 and 7.

IMPLEMENTATION PLAN:

Please see the step-by-step implementation plan on page 6, Scope of Services

CITY STAFF INVOLVEMENT:

City staff involvement is critical for the success of this effort. If the City owns property in Downtown Artesia, it will be subject to assessment. The City Council, Mayor and City Manager’s involvement is necessary since the City is the only entity outside of the positive weighted vote of the property owners, to ensure the success and completion of the effort – if the property owners vote to self-assess to fund special benefit services.

QUALITY CONTROL:

New City America has extremely high standards for interaction with property owners during the investigation phase and formation phase as well as the professionalism of the key documents to allow for this investigation and formation, including the survey of the property owners, the management district plan, the assessment engineer’s report, the petition circulation, working with the City on the balloting process and forming a new non-profit management corporation to manage the district once formed.

SAMPLE REPORTS:

This RFP calls for keeping the response to 30 pages. Send sample reports would result in exceeding those limits. We are happy to provide at least 2 recent management district plans as examples of our work – upon request.

MEETING RATES:

Please see the compensation rates listed on page 14.

Detailed Scope of Work for the Downtown Artesia Property Business Improvement District/Community Benefit Improvement District (CBID) Investigation Process

Phase 1 Tasks – Downtown Artesia CBID Investigation

<i>Task</i>	<i>Comment</i>	<i>Estimated Time</i>
<i>1. Prepare a feasibility analysis for creating a successful Downtown Artesia Stakeholders group to include various options on the district boundaries.</i>	We would commence the process with one-on-one meetings with key property owners and businesses. Read documents related to the current situation in Downtown	October Meet with City officials to go over the process and timeline for a possible district formation timeline.
<i>2. Create a new Downtown Artesia Community Benefit Improvement District (CBID) Steering Committee made up of property and business owners, conduct outreach meetings to obtain feedback from property owners, business owners and other key stakeholders on the CBID effort.</i>	NCA will work with the City and stakeholders and the new Downtown Artesia CBID Steering Committee and will present a written survey for response by property owners. The survey will draw out support and opposition to the concept of a special assessments district and provide critical data for contacting property owners in the future. At least three meetings will be held to go over the CBID outreach concept, survey review and determination of the final fate of the investigation	October - November -Database created based upon presumed boundaries -Survey mailout out and tabulated on a parcel map -Survey questions prioritized -Recommendations made to the Steering Committee based upon survey responses:
<i>3. Take in the results of the survey of property owners and present them to the City Manager and the CBID Steering Committee. Meet with property owners as needed.</i>	NCA has a unique program for showing the levels of support and gauging which priority services the City and property owners would want to see. We would map it out and present it to the Steering Committee	November - December - Finalize survey results and findings, make recommendations to the City and the Steering Committee
<i>4. Write a report to the City Manager on the results of the investigation, recommended timeline, and feasibility of formation.</i>	If the survey response supports the creation of a new CBID, work with the City Manager's office to review the various options, probably the PBID act of 1994, to fund special benefit services in Downtown Artesia.	December – January
<i>Estimated Costs for Investigation of Downtown Artesia CBID</i>		\$ 42,500 (\$8,500 x 5 months)

<i>DOWNTOWN ARTESIA CBID PHASE II - FORMATION STAGE</i>	<i>Estimated Time Period</i>
1. If requested by the City Manager and the CBID Steering Committee, write a newsletter summarizing the CBID survey results. Send out property verification forms to all affected property owners. Submit property database to the City for verification of database.	January - February
2. Write the first draft preliminary Downtown Artesia CBID Management District Plan, submit it to the CBID Steering Committee, meet frequently with Steering Committee until the plan has been fully supported. The Management District Plan is a legal document which will include the special benefit services to be funded by the CBID, costs per property owner; benefit zones, (if any); frequency of services; boundaries; and management by a newly formed non-profit corporation	January - February
3. Finalize the CBID Management District Plan; get approval from the Downtown Artesia CBID Steering Committee. Communicate with property owners on status of the district formation process. Have plan approved by City Attorney's office	February
4. Have the plan approved by an independent, certified assessment engineer. Initiate a petition drive of support among the weighted property owners to trigger the ballot, mail out plan summary to all property owners (need minimum of 50% weighted support of property owners to endorse plan, based upon current rules of the PBID Act)	February
5. Complete petition drive; submit petitions to the City Manager's office. Brief City officials as instructed. Continue to meet with the Downtown Artesia CBID Steering Committee	March – April
6. Work with the City on ballot preparation, if necessary as well as the adoption of the Resolution of Intent, which triggers the balloting process	May
7. Follow up with Downtown Artesia CBID Steering Committee to ensure weighted majority property owners vote and return ballots. Attend the public hearing for the ballot counting. Once Resolution of Formation has been adopted, work with the City to submit relevant data and map to the County Tax Assessor for inclusion in the FY 27 property tax bills.	July - August
<i>Estimated cost for formation of Downtown Artesia CBID including the required Assessment Engineer's report (6 months of retainer plus the required Assessment Engineer's report)</i>	\$ 51,00.00

<i>DOWNTOWN ARTESIA CBID PHASE III - POST ADOPTION SUPPORT</i>	<i>Estimated Time Period</i>
Business notification and orientation (key stakeholders from the CBID Steering Committee)	September
Branding or marketing development (write RFPs for Public Relations and Social Media, branding.) Create Committee structure that promotes this function	October
Early stage BID management support (creation of new District Management Corporation, including articles of incorporation, bylaws and submittal to the IRS)	November
Website development or communications infrastructure (create RFP for website development specific to needs of the District and management corporation)	December
<i>Setting up District Management Corporation Board and officers and proposal management corporation contract with the City (4 months of retainer costs)</i>	\$ 34,000

Staffing:

New City America has 17 staff members working throughout the state. Marco Li Mandri, President, would be the main point of contact for the City of Artesia. Our staff will handle all aspects of the district investigation and formation process.

Marco Li Mandri – Chief Executive Officer, *Marco Li Mandri will be the main point of contact for the Downtown Artesia Assessment District Project*

Shirley Zawadzki – Chief Operating Officer

Laura Li Mandri – Controller and Chief Financial Officer

Monica Montes – Database, survey compilation

Chris Gomez – Design and Layout

Jerry Klink – Mapping (sub-contractor)

Dominic Li Mandri – District Management support

Joey Li Mandri, Business Liaison, Communications

Ryan Huffman, Administration (Glendale)

Michelle Mercado – Communications

Nick Angulo – Event planning

Nick Yoo – Asst. District Manager, Hayward

Gabby Monnochio – District Management

Ed Henning – Independent Assessment Engineer

<i>NCA Personnel who may work on the Downtown Artesia Project</i>	<i>Title and involvement in this investigation and formation of a CBID in Downtown Artesia</i>	<i>Years in this Field</i>	<i>Years with New City America</i>
Marco Li Mandri marco@newcityamerica.com	President, Project Manager, Key personnel of the effort	30	Since 1995
Shirley Zawadzki Shirley@newcityamerica.com	Assistant Project Manager	29	Since 1996
Chris Gomez chris@newcityamerica.com	District Management Officer, Graphics	24	Since 2001
Laura Li Mandri laura@newcityamerica.com	Controller of Corporation, Administration	20	Since 2005
Monica Montes monica@newcityamerica.com	Database work, meeting coordinator	22	Since 2003
Jerry Klink Jerry@newcityamerica.com	Mapping, graphics, public space design, assist in meeting coordination	10	Since 2015
Dominic Li Mandri	District outreach/Management	11	Since 2014

PHASE 1: FEASIBILITY ANALYSIS AND STAKEHOLDER OUTREACH

1. DOWNTOWN STUDY AND BASELINE ASSESSMENT

TASK	RESPONSE
Land Use and Zoning	We will review any Downtown Specific Plan that has been previously created
Demographic and economic indicators	Will seek data from City
Real estate and business activity	Will seek data from City
Parking, transportation and mobility	Will tour the area and see parking needs and parking type, meters, etc
Public realm conditions (streetscape, infrastructure)	Will tour the area to review infrastructure

2. COMMUNITY AND STAKEHOLDER ENGAGEMENT

TASK	RESPONSE
Land Use and Zoning	We will review any Downtown Specific Plan that has been previously created
Business and property owner interviews	Will conduct interviews with direction from the City staff
Public meetings and pop-up events or workshops	Will attend public meetings and pop-up events and workshops when available
Online surveys or other accessible feedback tools	Will conduct online and mailed surveys to all property owners once study boundaries have been set by the City staff
Conduct stakeholder meetings, workshops, presentations for the community, business groups and City Council to explain BID benefits and assessment process	A new CBID Steering Committee will be set up by NCA and City staff to invite key property and business owners to outline process of investigation and possible formation of the CBID
Provide material and messaging to generate community buy-ins and support	NCA shall provide full information packets for each meeting of the Steering Committee

3. BID FEASIBILITY AND STRATEGY:

TASK	RESPONSE
Drafting proposed boundaries	This will be based upon the original survey put forward by property owners and with direction from City staff
Identify potential services and programs	Special benefit services shall be included in the survey of property owners
Recommending governance and assessment models	If and when the district is formed, Phase 3 will kick in and models of governance will be presented to involved property owners

Estimating revenue projections and funding structure	Three options for services and costs will be presented to the Steering committee if and when we move to Phase 2 of the contract
Outlining the legal process for formation and compliance with BID law	The process for formation and compliance is based upon Proposition 218, the resulting Government Codes and Section 36600 of the California Streets and Highway Code

4. REGULATORY AND POLICY RECOMMENDATIONS

TASK	RESPONSE
Assess whether updates to local zoning, signage, permitting or district boundaries are needed to support Downtown revitalization and a potential BID	Updates to local zoning, signage, permitting are not needed to support Downtown revitalization and a potential BID

5. STRATEGIC ACTION PLAN

TASK	RESPONSE
Short- and long-term revitalization strategies	This will be outlined to the City staff and the Steering Committee once we commence meeting in October
Proposed programs, services and marketing concepts	Special benefit services, as compared to general benefit services will be outlined to the city staff and the Steering Committee
Public-private partnership opportunities	This concept is relevant in Phase 3 of the proposal RFP
Funding sources and grant strategies	This concept is relevant to Phase 3 of the proposed RFP
Timeline and performance indicators for implementation	The timeline for all 3 phases is included in the Scope of Services outlined on pages 6 and 7 of this RFP response

PHASE 2: BID FORMATION AND LEGAL PROCESS SUPPORT

1. PREPARATION OF LEGAL FRAMEWORK AND RESOLUTION OF INTENTION

TASK	RESPONSE
Drafting a statement that a BID is proposed under California BID law	This will be in the introduction to the Management District Plan in Phase 2
Defining boundaries	Boundaries will be determined by the survey results as well as City input
Describing the type of proposed improvements and activities	The list and menu of special benefit services will be outlined in the management district plan. 3 options will be presented to the Steering Committee
Specify that assessments will be levied annually to fund BID activities	This statement will be included in the survey cover letter and management district plan
Providing a proposed method and basis of assessment	This will be outlined in the management district plan after review by the City staff and Steering Committee
Addressing exemption policies for new businesses	Proposition 218 is very clear about exemptions and they would only apply to government agencies that can provide "clear and convincing evidence" that they will not derive any benefit from the creation of the special benefits' district
Identifying time, date and location of public hearing, consistent with noticing requirements	The City Council will set that date upon the adoption of the Resolution of Intent after the 50% threshold of support, by dollar amount has been met by district property owners
Clarifying the testimony and protests will be accepted at the public hearing	This will be coordinated with the Steering Committee members to the City Council

2. IMPLEMENTATION OF BID FORMATION PROCESS

TASK	RESPONSE
Support the establishment of a BID Advisory Board to recommend assessment use and structure	BID advisory Boards are used under the old Parking and Business Improvement District Act of 1989. That is not relevant in this process
Mailing and publication of joint notice for public meetings and hearings	This is the legal obligation of the City Clerk of Artesia since it is a public hearing. NCA staff can help in this process
Conducting a public meeting and preparation for the Resolution of Intent	This is conducted by the City Council, led by the City Manager's staff
Conducting a public hearing, receiving testimony and protests	This is led by the City Council and coordinated by the City Clerk

Supporting City Council adoption of ordinance to establish the BID	The Resolution of Formation is a City Council action once the mail balloting procedure has demonstrated support by the weighted returned ballots of the property owners
Providing clear, assessable materials throughout to ensure transparency and reduce the potential for protests.	The clear, accessible materials will be outlined in both the Management District plan, newsletters and the Engineer's report

PHASE 3: POST ADOPTION SUPPORT

TASK	RESPONSE
Business notification and orientation	The common practice is that the CBID Steering Committee members will evolve into the new Owners Association as outlined in the PBID law
Branding or marketing development	This would be done via an RFP process submitted by NCA to the new management entity, sometime in the Fall of 2026
Early stage BID management support	NCA has developed a standard that will direct the management corporation on how to set up a functional and effective system of management through the Board, Committees, meetings and Task forces
Website development and communications infrastructure	This would be done via an RFP process submitted by NCA to the new management entity sometime in the Fall of 2026

REFERENCES:

Public sector client references within the last 3 years

1. Mr. Kelly McAdoo, City Manager, City of Santa Barbara, (510) 209-2247
(Formation of new Downtown Santa Barbara Community Benefit District, 2023-2024, approved in June 2024)
2. Ms. Christine Bibler, Deputy Mayor for Economic Development/City of San Diego (619) 236-6550
(Management of 3 districts in the City of San Diego: Little Italy Association, East Village Association and the new Ballpark District Maintenance Assessment District, 1996 – today)
3. Mr. Chris Corgas, Mayor's Office of Economic Development/City of San Francisco, CBD Coordinator for the City, (415) 554-6661
(Formation of the Financial District Community Benefit District, 2020)
4. Ms. Jennifer Hiramoto, Economic Development Director, City of Ontario (909) 816-8174 *(Renewal of the Downtown Ontario Community Benefit District, 2023)*
5. Mr. Alex Nguyen, City Manager of Oxnard, (510) 541-9941
(Consulting to the City Manager on Downtown redevelopment and creation of a new District Management Corporation, 2019 – 2023)
6. Ms. Barbara Harb, Economic Development Director, City of a Lathrop. (209) 914-3519 *(Creation of the new Downtown Manteca Improvement Association and PBID, 2022 – 2024)*
7. Mr. Tom Williams, City Manager of Millbrae, (650) 784-3434
(Investigation of a new Downtown Millbrae Community Benefit District, 2023-2024)
8. Ms. Jennifer Schoeneck, Economic Development Director, Escondido (760) 644-5194 *(Investigation of a new Downtown Escondido Community Benefit District, 2024-2025)*

New City America Management Contracts - PBID/CBD District Management Corporations

1. Little Italy Association/San Diego- Mr. Steve Galasso, President (619) 234-6767
2. Downtown Hayward Association - Mr. Resti Zaballos, President (510) 719-5979
3. Downtown Glendale Association - Mr. Rick Lemmo, Vice President (805) 469-2255
4. Lincoln Heights Industrial Zone-Mr. Seth Polen, President (213) 595-5726
5. East Village Association-Mr. Tyler Winslow, President (619) 322-3445
6. Downtown Chula Vista Association-Dr. Q, President (619) 791-5064
7. Downtown El Cajon PBID, Mr. Ron Nevels, President (629) 850-4006
8. Downtown San Diego Ballpark District, Diana Puetz, Padres Vice President, (619) 795-5056

COST AND COMPLIANCE STATEMENTS:

Costs:

This would be a performance-based contract with a monthly retainer amount of \$8,500, estimated not to exceed \$ 131,000 from commencement of the contract to the formation of the district and the setting up of the new district management corporation. The estimated period to form this district would be 15 months from the date of commencement. Not included in the \$8,500 per month retainer is the required assessment engineer's report for the property-based district. That cost is \$3,500 to the Engineer which would be paid from New City America after billing the City for the costs.

- i. All charges for services will be a "not to exceed" fee which will become art of the consultant's agreement with the City. The not-to-exceed fee shall be \$131,000.
- ii. This rate schedule will be used for progress payments and any extra work not covered by the base proposal.
- iii. New City America staff will adhere to all applicable Federal laws and regulations and where conflict exists, the most stringent requirement shall apply.
- iv. Federal, State, County and City officials shall have access to books, documents and records and these will be retained by NCA for at least three years following the project completion.
- v. New City America will not, and has not discriminated against any employees in the past, and affirms that it will not discriminate against any employee or applicant based upon race, color, religion, sex or national origin;
- vi. New City America shall comply with the California Labor Code and applicable federal and state prevailing wage requirements, including Federal Labor Standards and wage rate decisions.

Total costs of the three phases or work would be as follows:

5 months for investigation commencing October 1 st =	\$ 42,500
6 months for the formation of the district =	\$ 51,000
Assessment Engineer's report	\$ 3,500
Creating management corporation and contracting with the City:	\$ 34,000
<i>Total cost of all three phases of work:</i>	<i>\$131,000.00</i>

Checks would be made out to:

New City America, 2011 W. California Street, San Diego, CA 92110



REQUEST FOR PROPOSAL (RFP)

BUSINESS IMPROVEMENT DISTRICT (BID) EVALUATION & ACTION PLAN

**PROPOSALS MUST BE RECEIVED BY
THURSDAY, SEPTEMBER 4, 2025, BY 4:00 PM**

CITY OF ARTESIA
18747 CLARKDALE AVE
ARTESIA, CA 90701

CITY OF ARTESIA
RFP: BID EVALUATION & ACTION PLAN

RFP Issue Date: Friday, July 25, 2025
Proposal Name: BID Evaluation & Action Plan
Proposal Due Date: Thursday, September 4, 2025, by 4:00 PM

Questions:

Please direct any questions or concerns to Carmen Zambrano, Management Analyst, at czambrano@cityofartesia.us in writing by Friday, August 22, 2025, by 12:00 PM. Answers will be posted under the BID page on the City's website.

Submission:

Proposals are to be submitted via email to Carmen Zambrano, Management Analyst, at czambrano@cityofartesia.us. Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. It is the Proposer's sole responsibility to ensure that their proposal is submitted as specified. Proposals may be submitted earlier than the date(s) and time(s) indicated.

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SECTION I: GENERAL INFORMATION

A. Background

Located in southeastern Los Angeles County, the City of Artesia is a small but vibrant community with a rich cultural and agricultural heritage. Named after the Artesian wells that once sustained local farming, Artesia evolved from a dairy-producing region into a residential and commercial hub following its incorporation in 1959.

Today, Artesia serves as a key connector between Los Angeles and Orange Counties via the SR-91 Freeway and provides a full range of municipal services. Artesia contracts with Los Angeles County for public safety, fire protection, building and safety, and sewer/storm water infrastructure, and participates in the California Contract Cities Association.

With a population of 16,395 (2020 Census), Artesia is largely built out, featuring established residential neighborhoods and active commercial corridors along Pioneer Boulevard, Artesia Boulevard, and South Street. The area along Pioneer Boulevard, particularly in the downtown core, is known for its diverse businesses, cultural significance, and community events that contribute to Artesia's identity as a regional destination.

B. Objective

The City of Artesia is seeking proposals from qualified consultants to evaluate the feasibility of forming and supporting a Business Improvement District (BID) along Downtown Artesia.

The purpose of exploring the creation of a BID is to empower local businesses to take an active role in identifying specific needs determining how funds are spent, and to promote long-term economic vitality. A BID in Artesia could help augment services such as public safety, maintenance, marketing, tourism, and promotional events.

The selected consultant will lead a phased process involving technical analysis, stakeholder outreach, strategic planning, and legal guidance, in accordance with California's Property and Business Improvement District Law of 1994. The final deliverable will be a comprehensive Action Plan with recommendations, funding strategies, and a clear implementation timeline.

The City anticipates a three-phase process:

1. Phase I – Feasibility analysis and community outreach
2. Phase II – Legal formation and adoption
3. Phase III – Post-adoption implementation support

The City may select all or portions of these phases depending on project needs. If the BID moves forward, the consultant will assist with required steps such as legal document preparation, stakeholder petitioning, notifications, and City Council presentations.

Proposals that demonstrate innovative approaches and include performance benchmarks based on best practices are encouraged.

SECTION II: SCOPE OF WORK

The consultant will be responsible for delivering a multi-phase evaluation, strategic planning, and implementation process, which includes technical analysis, stakeholder engagement, legal formation, and implementation planning.

The City of Artesia is providing the following scope of work as a general framework based on our current understanding of the process. However, we recognize that the selected consultant will serve as the subject matter expert in this area. Accordingly, we welcome your professional recommendations regarding the structure, sequencing, and content of the proposed work. If you believe an alternative approach would better serve the City's needs, based on BID formation best practices or your assessment of Artesia's context and capacity, we encourage you to tailor your proposed methodology and explain the rationale for any recommended modifications.

Work shall include, but shall not be limited to, the following components:

Phase 1: Feasibility Analysis and Stakeholder Outreach

1. Downtown Study and Baseline Assessment

Conduct a comprehensive assessment of Downtown Artesia and surrounding commercial corridors, with analysis of:

- Land use and zoning
- Demographic and economic indicators
- Real estate and business activity
- Parking, transportation, and mobility
- Public realm conditions (streetscape, infrastructure, etc.)

2. Community and Stakeholder Engagement

Design and execute a community and stakeholder engagement process to understand local needs, challenges, and aspirations. Findings from the engagement process should be incorporated into the overall recommendations and Action Plan. Engagement should include:

- Business and property owner interviews
- Public meetings, pop-up events, or workshops
- Online surveys or other accessible feedback tools

- Conduct stakeholder meetings, workshops, and presentations for the community, business groups, and City Council to explain BID's benefits and assessment process
 - Provide materials and messaging to generate community buy-in and support
3. **BID Feasibility and Strategy**
Evaluate the feasibility of forming a BID and provide a detailed strategy for doing so. This should include:
- Drafting proposed BID boundaries
 - Identifying potential services and programs
 - Recommending governance and assessment models
 - Estimating revenue projections and funding structure
 - Outlining the legal process for formation in compliance with BID Law
4. **Regulatory and Policy Recommendations**
Assess whether updates to local zoning, signage, permitting, or district boundaries are needed to support downtown revitalization and a potential BID. Provide policy recommendations that align with stakeholder input and City goals.
5. **Strategic Action Plan**
Develop an Action Plan that includes:
- Short and long-term revitalization strategies
 - Proposed programs, services, and marketing concepts
 - Public-private partnership opportunities
 - Funding sources and grant strategies
 - Timeline and performance indicators for implementation

Phase 2: BID Formation and Legal Process Support

Upon completion of the feasibility phase and community feedback, upon direction from the City, the consultant shall support the City through the legal formation process of the BID, including:

1. **Preparation of Legal Framework & Resolution of Intention**
- Drafting a statement that a BID is proposed under the California BID Law
 - Defining BID boundaries
 - Describing the types of proposed improvements and activities (e.g., public safety patrols, marketing, street maintenance, event promotion)
 - Specifying that assessments will be levied annually to fund BID activities, except where other funds are available

- Providing a proposed method and basis of assessment (e.g., square footage, percentage of revenue, etc.)
- Addressing exemption policies for new businesses (e.g., up to one year from opening)
- Identifying time, date, and location for public hearing consistent with noticing requirements
 - Clarifying that testimony and protests will be accepted at the hearing

2. Implementation of BID Formation Process

- Support the establishment of a BID Advisory Board to recommend assessment use and structure
- Mailing and publication of joint notice for public meetings and hearing
- Conducting a public meeting and preparation of the Resolution of Intention
- Conducting a public hearing, receiving testimony and protests
- Supporting City Council adoption of ordinance to establish the BID
- Providing clear, accessible materials throughout to ensure transparency and reduce the potential for protests

Phase 3: Post-Adoption Support

- Business notification and orientation
- Branding or marketing development
- Early-stage BID management support
- Website development or communications infrastructure

Deliverables shall include one bound copy, one digital copy, formal presentations to the City Council and stakeholder groups, and all materials and templates used throughout the engagement, noticing, and formation processes.

SECTION III: SUBMISSION OF PROPOSALS

A. Tentative Schedule of Events

The schedule below outlines the tentative timeline for the RFP process. While the City will make every effort to follow this timeline, all dates are subject to change as needed to support the successful completion of the process.

<u>Schedule</u>	
<u>Item</u>	<u>Date</u>
RFP Issued	Friday, July 25, 2025
Deadline for Written Questions	Friday, August 22, 2025, by 12:00 PM

Response to Questions	Wednesday, August 27, 2025
Proposals Submittal Deadline	Thursday, September 4, 2025, by 4:00 PM
Review of Proposals	Tuesday, September 9, 2025
Council Review and Approval	Monday, October 13, 2025
Contract Start Date	Tuesday, October 14, 2025

B. Submission of Proposals

The City of Artesia does not require a specific format for proposals; consultants are encouraged to present their materials in a format that best represents their firm. However, all requirements and items outlined in this RFP must be clearly addressed and confirmed. Proposals shall be clear, concise and responsive to the RFP.

Proposals shall be typed and limited to no more than 30 pages, excluding the Index/Table of Contents, tables, charts, graphic exhibits, and required forms (if applicable).

Each proposal must include the following sections:

1. Letter of Transmittal

A Letter of Transmittal addressed to the City of Artesia City Clerk must include:

- i. Identification of the Consultant, including the legal name of the company, corporate address, and the name, phone number, and email address of the primary contact person.
- ii. A statement confirming that the proposal is valid for a minimum of 120 days from the date of submission.
- iii. The signature of an individual authorized to bind the Consultant to the terms of the proposal.
- iv. A signed declaration affirming that all information contained in the proposal is true and correct.

2. Executive Summary

Provide a brief narrative describing the Consultant's overall approach to meeting the objectives outlined in the RFP. The summary should demonstrate an understanding of the City's goals and convey the Consultant's plan to successfully deliver the required services.

3. Scope of Work and Project Approach

Include a detailed description of how the Consultant plans to manage and implement the project, including the following elements:

- i. *Project Management Approach*
Description of how the Consultant will manage, control, and supervise the project to ensure timely and satisfactory delivery of services.

- ii. *Project Timeline*
A timeline identifying key milestones and deliverables, along with scheduling and control methodology.
- iii. *Implementation Plan*
A detailed plan outlining major project phases, estimated timeframes, and deliverables at each stage.
- iv. *City Staff Involvement*
A description of tasks that will require City staff participation, and the respective roles of City and Consultant teams.
- v. *Quality Control*
An explanation of the Consultant's quality assurance procedures to ensure all deliverables (drafts and final versions) are complete, accurate, and professionally reviewed.
- vi. *Sample Reports*
Provide examples of similar reports prepared by the firm, showing the ability to present data in a clear, professional, and accessible format.
- vii. *Meeting Rates*
 - a. Include the hourly rate for additional meetings, if required.
 - b. The cost proposal should be all-inclusive, covering travel, administrative costs, and any related expenses.

4. References

Provide contact information for at least three (3) references from California agencies of similar size for which similar services have been provided. For each reference, include:

- i. Scope of work
- ii. Dates of service
- iii. Client name, title, email, and phone number

5. Cost and Compliance Statements

Include the following:

- i. A statement confirming that all charges for services will be a "Not-To-Exceed" fee, which will become part of the consultant's agreement with the City.
- ii. A copy of the Consultant's hourly rate schedule, with a written statement that this rate schedule will be used for progress payments and any extra work not covered by the base proposal.

- iii. A statement affirming adherence to all applicable federal laws and regulations, and where conflict exists, the most stringent requirements shall apply.
- iv. A statement authorizing federal, state, county, and City officials to access relevant books, documents, and records. These records must be retained for at least three (3) years following project completion.
- v. A statement of non-discrimination, affirming that the Consultant will not discriminate against any employee or applicant based on race, color, religion, sex, or national origin.
- vi. A statement of compliance with the California Labor Code and applicable federal and state prevailing wage requirements, including Federal Labor Standards and wage rate decisions.

C. Proposal Deadline

Proposals must be submitted by Thursday, September 4, 2025, by 4:00 pm. Late proposals will not be accepted or considered.

D. Proposal Delivery Instructions

Please submit one (1) PDF copy of the proposal via email, signed by an authorized representative of the firm, to:

Carmen Zambrano
Management Analyst
Email: czambrano@cityofartesia.us

SECTION IV: PROPOSAL EVALUATION AND AWARD PROCESS

The City may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance.

<u>Potential Proposal Evaluation Criteria</u>	
<u>Evaluation Criteria</u>	<u>Points</u>
Thoroughness and Understanding of the Project	25
Timeline and Methodology	25
Qualifications/Experience/References	20
Community Outreach and Engagement	15
Cost of Services	15
Total	100

The City may contact and evaluate the Consultant's and subcontractor's references; contact any Consultant to clarify any response; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interest of the City. Once proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, oral interviews will be in question/answer format for the purpose of clarifying the intent of any portions of the proposals and meeting with the proposed project team.

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. The City of Artesia may negotiate contract terms with the selected consultant prior to the award and reserves the right to negotiate with multiple Consultants simultaneously. However, since the selection and award may be made without discussion with Consultant, the submitted proposal should contain Consultant's most favorable terms and conditions.

The City of Artesia reserves the right to reject any or all proposals, modify the RFP, or to cancel the RFP.

SECTION V: GENERAL TERMS AND CONDITIONS

1. **Read All Instructions.** Review the entire RFP and all attachments before preparing your proposal.
2. **Proposal Costs.** All costs associated with preparing and submitting the proposal are the sole responsibility of the proposer and will not be reimbursed by the City.
3. **Proposal Ownership.** All proposals and supporting documents become the property of the City of Artesia and may be used for any lawful purpose.
4. **Public Records.** Proposals submitted in response to this RFP will become public records and may be subject to disclosure following the City Council's award of the agreement.
5. **Pre-Contractual Expenses.** The City is not liable for any expenses incurred by the proposer prior to the execution of a formal agreement.
6. **Selection and Agreement.** The selected consultant will enter into a Professional Services Agreement with the City. A copy of the City's standard agreement is included in the Appendix. The final agreement must be signed by both parties before work begins.
7. **Acceptance of Contract Terms.** Proposers must indicate in their proposal whether they accept the City's standard agreement terms. Any requested changes must be clearly identified.

8. **Insurance Requirements.** The selected consultant must submit a valid Certificate of Insurance, compliant with City standards, within three (3) business days of selection and maintain coverage throughout the contract term.
9. **Business License Requirement.** The selected consultant and any sub-consultants must obtain a valid City of Artesia Business License prior to contract execution and maintain it for the duration of the agreement. A license is not required at the time of proposal submission.
10. **Proposal Validity.** Proposals must remain valid for at least 120 days from the submission deadline.
11. **Proposal Format.** Proposals should be clear, concise, and no more than 30 pages, excluding table of contents, charts, and required forms. Elaborate materials are discouraged.
12. **Incomplete or Non-Responsive Proposals.** Proposals that do not meet the requirements of this RFP may be deemed non-responsive and rejected. The City reserves the right to reject any or all proposals or waive minor defects.
13. **Designated Representatives.** Proposers must identify a primary and alternate representative in the proposal. Any changes to assigned personnel require City approval.
14. **Local Vendor Preference.** The City reserves the right to give preference to local vendors when evaluating proposals.
15. **Access to Records.** The consultant must allow authorized federal, state, county, and City officials access to books, documents, payroll records, and other materials related to the contract for at least three (3) years.
16. **Nondiscrimination.** The consultant must not discriminate against any employee or applicant based on race, color, religion, sex, or national origin.
17. **Compliance with Laws.** The consultant shall comply with all applicable federal, state, and local laws, including prevailing wage laws under the California Labor Code. In cases of conflict, the strictest regulation shall apply.

SECTION VI: ENCLOSURES

Enclosure 1 – Standard City Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARTESIA AND [ENTITY NAME]**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and **[**INSERT NAME OF COMPANY**]**, a **[**INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.**]**, with its principal place of business at **[**INSERT ADDRESS**]** ("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 services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **[**INSERT TYPE**]** 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 services for the **[**INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE**]** 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 **[**INSERT TYPE**]** 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. **Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I." attached hereto and incorporated herein by reference.**]**

3.1.2 Term. The term of this Agreement shall be from **[**INSERT DATE**]** to **[**INSERT DATE**]**, 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 **[INSERT NUMBER]** additional one-year terms.****]** Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

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. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. 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 in a prompt and timely manner 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 expeditiously. 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. The key personnel for performance of this Agreement are as follows: **[***INSERT NAME AND TITLE***]**.

3.2.5 City's Representative. The City hereby designates **[***INSERT NAME AND TITLE***]**, 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 Services 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 Services 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 **[***INSERT NAME AND TITLE***]**, 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. 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. 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 subconsultants 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 Performance 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies 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 and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies 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.

3.2.10.2 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.

3.2.10.3 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). 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 subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 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.

3.2.11 Insurance.

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 0001, 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 0001 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.

(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. 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. 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 this Section, 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 compensation shall not exceed *****INSERT AMOUNT WRITTEN OUT***** (\$*****INSERT NUMBER*****) 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. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. 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. 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. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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 at the time of renewal as set forth in Exhibit "C."

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 DIR 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 DIR 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.

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.

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: **[INSERT BUSINESS NAME]
[INSERT STREET ADDRESS]
[INSERT CITY STATE ZIP]
ATTN: [INSERT NAME AND TITLE]**

City: City of Artesia
18747 Clarkdale Avenue
Artesia, California 90701
ATTN: **[INSERT NAME AND TITLE]**

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.

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. 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 Indemnification.

3.6.5.1 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, subcontractors, consultants 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 except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.5.2 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.

3.6.6 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.

3.6.7 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.

3.6.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

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; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services 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.

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. The City Manager shall have the authority to authorize changes to the Agreement that do not change the compensation of the Agreement.

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. 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

DRAFT

SIGNATURE PAGE TO

**PROFESSIONAL SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF ARTESIA AND [***INSERT
NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARTESIA

**[*INSERT NAME OF CONSULTANT*]
[*INSERT NAME OF LEGAL ENTITY*]**

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

By: _____
[***INSERT NAME***]
[***INSERT TITLE***]

Attest:

City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney

**EXHIBIT "A"
SCOPE OF SERVICES**

[INSERT SCOPE]**

DRAFT

EXHIBIT "A-1"
FEDERALLY REQUIRED PROVISIONS FOR SERVICES

DRAFT

EXHIBIT "B"
SCHEDULE OF SERVICES

[INSERT SCHEDULE]

DRAFT

**EXHIBIT "C"
COMPENSATION**

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]