

Agreement for Administration Services Between Third Avenue Village Association and New City America, Inc.

This Services Agreement (the "Agreement") is entered into as of August 13th, 2021, by and between the Third Avenue Village Association ("TAVA"), a California Non-Profit Corporation, and New City America, Inc., a California Corporation ("Contractor"), with reference to the following facts:

Recitals

A. TAVA is a California 501(c)(6) public benefit, corporation operating out of the Third Avenue Business District of the City of Chula Vista ("City").

B. Pursuant to The Third Avenue Village Agreement and Encroachment Permit for Maintenance Services Between the City of Chula Vista and the Third Avenue Village Association ("City Agreement"), entered on June 14, 2016, TAVA administers the Downtown Chula Vista Property-Based Business Improvement District ("DTCV PBID") and TAVA manages a Business Improvement District ("BID") originally established by the City in 1971.

C. On May 17, 2021, TAVA issued a request for proposals for management consulting services the provisions of which is incorporated herein by this reference.

D. Contractor is a California corporation specializing in Business Improvement District management and business district revitalization.

E. Notwithstanding the date of this Agreement, TAVA and Contractor intend for this Agreement to govern TAVA's and Contractor's respective rights and obligations at all times from August 15th, 2021, until such date as this Agreement is subsequently amended or terminated according to its terms.

Agreement

In consideration of the benefits to be gained hereunder and the mutual undertakings of the parties hereto, TAVA and Contractor agree as follows:

1. Contracting Services. During the term of this Agreement, Contractor shall provide services to TAVA as described on Exhibit A attached to and incorporated herein (the "Services"). Contractor represents and warrants to TAVA that Contractor is duly licensed (as applicable) and has the qualifications, experience, and ability to perform the Services properly and fully. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to TAVA.

2. Fees. As consideration for the Services to be provided by Contractor and any other obligations set forth in this Agreement, TAVA shall pay to Contractor the amounts specified in Exhibit B attached hereto and incorporated herein at the times specified therein. In addition to the compensation set forth in Exhibit B.

3. Expenses. Contractor shall only be authorized to incur expenses on behalf of TAVA consistent with purchasing procedures adopted by the Board. As a condition to

receipt of reimbursement for such expenses, Contractor shall submit to TAVA reasonable evidence that the amount requested for reimbursement was expended and was related to the Services.

4. Term and Termination.

(a) Contractor shall provide the Services for the period commencing on August 16th, 2021, and this Agreement shall remain in effect for an “Initial Term” ending on December 31, 2022, with four (4) additional 1-year “Extension Terms” as approved by the Board. Should the Board fail to act on any Extension Term by September 30 of any year preceding the commencement of an Extension Term, that Extension Term shall be deemed approved so long as Contractor has provided a report on its accomplishments (further described in section 6 of the Scope of Services - Exhibit A) no later than August 30.

After the Initial Term and all Extension Terms, services shall be provided on month-to-month basis. Under no circumstances shall the term of this Agreement exceed the term of the City Agreement.

(b) Termination for Cause. At any time, TAVA or the Contractor may provide to the other written notice of termination of this Agreement for cause, based on a material breach of the terms of the Agreement, and unless the breach is cured within 60 days of such notice of termination for cause, this Agreement will terminate immediately upon the expiration of the 60-day cure period.

(c) Termination for Convenience. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon ninety (90) days’ prior written notice to the other during the Initial Term and any Extension Terms. Termination following the Initial Term and all Extension Terms shall require 30-days’ notice by either party. In the event of such termination for convenience, Contractor shall be paid for any portion of the Services performed prior to the date of termination.

5. Independent Contractor. Contractor’s relationship with TAVA shall be solely that of an independent contractor and not that of an employee. Contractor shall submit a current W9 form before beginning performance of the Services and shall be issued a 1099 form (as applicable) by TAVA.

(a) Method of Provision of Services: Contractor shall be solely responsible for determining the method, means and details of performing the Services. Contractor may, at Contractor’s own expense and with the prior written consent of TAVA, employ or engage the service of such partners, agents, employees, or subcontractors as Contractor deems necessary to perform the Services (the “Assistants”). Such Assistants are not employees of TAVA, and Contractor shall be solely responsible for the performance of the Services by the Assistants such that the results are satisfactory to TAVA. Contractor shall provide reasonable prior written notice to TAVA of any Assistants performing the Services, and Contractor shall advise the Assistants in writing that they must comply with the provisions of this Agreement.

(b) No Authority to Bind Company. Unless approved by the Board, the Contractor, nor any Assistant of Contractor, has authority to enter into contracts or agreements that bind TAVA or create obligations on the part of TAVA without the prior written authorization of the Board (which may be withheld in the sole and absolute discretion of TAVA).

(c) No Benefits. Contractor acknowledges and agrees that Contractor and Contractor's Assistants shall not be eligible for any TAVA employee benefits and, to the extent Contractor and Contractor's Assistants otherwise would be eligible for any TAVA employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its Assistants) hereby expressly declines to participate in such TAVA employee benefits.

(d) Withholding; Indemnification. Between TAVA and Contractor, Contractor shall have sole responsibility for applicable withholding taxes for all compensation paid to Contractor or Contractor's Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and Contractor's Assistants including state worker's compensation insurance coverage requirements and any US immigration visa requirements. Contractor agrees to indemnify, defend and hold TAVA harmless from and against any and all claims, losses, costs, liabilities, damages, expenses and penalties (i) with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on TAVA by the relevant taxing authorities with respect to any compensation paid to Contractor or Contractor's Assistants, or (ii) otherwise arising out of or in connection with this Agreement, including performance (or failure of performance) of the Services.

6. Insurance. Contractor shall obtain and maintain throughout the term of this Agreement a policy of general liability and worker's compensation insurance with coverage and limits as required by TAVA. Prior to commencing the Services, Contractor shall provide a certificate of insurance with appropriate endorsements to TAVA evidencing such required coverage and naming TAVA as additional insured. Contractor shall provide annually proof of general liability and workers compensation insurance with limits required by TAVA.

7. Defense and Indemnification.

(a) Contractor shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by TAVA) and indemnify TAVA, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance under this Agreement or any negligent or wrongful act or omission by Contractor, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. Contractor shall have no obligation, however, to defend or indemnify TAVA if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of TAVA

(b) **General Indemnity Provisions.** This indemnity is in addition to any other rights or remedies which TAVA may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, TAVA may, at its sole discretion, reserve, retain or apply any monies due to Contractor under this Agreement for the purpose of resolving such claims; provided however, that TAVA may release such funds if Contractor provides TAVA with reasonable assurances of protection of TAVA's interest. TAVA shall, in its sole discretion determine whether such assurances are reasonable.

Contractor agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by Contractor, its officers, agents, representatives, employees, sub-consultants, or anyone for whom Contractor is liable and that an adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend.

8. **Incorporation of City Agreement.** Contractor acknowledges that TAVA is a party to an agreement with the City of Chula Vista ("City") for maintenance of and encroachment upon specified City property (aforementioned "City Agreement"). Contractor hereby agrees to adhere to all of the covenants and obligations of TAVA under the City Agreement, to the extent applicable to Contractor and/or the performance of the Services under this Agreement, and (without limiting the scope of generality of foregoing) Contractor acknowledges its obligations pursuant to all provisions of the aforementioned private contracts approved by the Board.

9. **Privacy, Confidentiality, and Ownership.** Contractor shall maintain privacy and confidentiality with respect to all financial and accounting information, HR and personnel records and payroll information or any other proprietary information of TAVA. All information obtained by Contractor during the course of performance of the Services shall be kept confidential, except that information which is mandated as a public record by the Ralph M. Brown Act. Contractor shall not release any information to any third party without the prior written authorization of the Board. All work completed by Contractor in connection with this Agreement shall be the property of TAVA. Upon termination of this Agreement, Contractor shall return all TAVA property to TAVA. This includes but is not limited to work papers, reports, passwords, office or building keys, computer files and equipment.

10. **Conflicts with this Agreement.** Contractor represents and warrants to TAVA that neither Contractor nor any of Contractor's Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Contractor represents and warrants to TAVA that Contractor's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to commencement of this Agreement. Contractor represents and warrants to TAVA that Contractor has the right to disclose and/or use all ideas, processes, techniques, and other information, if any, which Contractor has gained from third parties, and which Contractor discloses to TAVA or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Contractor agrees that Contractor shall not bundle with or incorporate into any Services provided to TAVA any third-party products, ideas, processes, or other techniques, without the prior written approval of TAVA. Contractor represents and warrants to TAVA

that Contractor has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Contractor's obligations under this Agreement. Contractor shall not infringe upon any copyright, patent, trade secret or other intellectual property right of any former client, employer or third party in the performance of the Services.

11. Miscellaneous.

(a) Amendments and Waivers. Any provision of this Agreement may be amended or waived only with the written consent of both parties.

(b) Sole Agreement. This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties, and supersedes all oral negotiations and prior writings, with respect to the subject matter hereof.

(c) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt (or refusal of receipt), when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice in accordance with this paragraph.

(d) Choice of Law. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(e) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Arbitration. Any dispute or claim arising out of or in connection with any provision of this Agreement shall be finally settled by binding arbitration in San Diego County, California, in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS) by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision. The prevailing party shall be entitled to recover reasonable attorney's fees and other costs and expenses incurred in the enforcement, or breach, of the terms of this Agreement.

(h) Key Personnel. TAVA and Contractor acknowledge that Marco Li Mandri is the key personnel within the obligations of this contract. TAVA and Contractor agree that Marco Li Mandri is the key personnel of Contractor responsible for carrying out the terms and performing the Services in this Agreement. Contractor shall not transfer Marco Li Mandri's responsibilities or alter Marco Li Mandri's role as the key personnel to any other individual or entity without the written consent of TAVA.

The parties have executed this Agreement as of the date first above written.


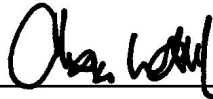
<p>TAVA:</p> <p>Third Avenue Village Association</p> <p>By:  _____</p> <p>Kendall Manion TAVA Board President</p>	<p>CONTRACTOR:</p> <p>NEW CITY AMERICA, INC</p> <p>By:  _____</p> <p>Name: Marco Li Mandri Title: President Fed ID: 270473275 Address: 2210 W. California Street San Diego, CA 92110 Tel: 619.233.5009 marco@newcityamerica.com</p>
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EXHIBIT A: SCOPE OF SERVICES

The Contractor will assume the role of Executive Director for the overall day-to-day management of the Third Avenue Village Association (“TAVA”) ,of any and all activities, employees, equipment, and physical plant relating to TAVA’s obligations under the Property Business Improvement District (“PBID”), the Business Improvement District (“BID”), The Third Avenue Village Agreement and Encroachment Permit for Maintenance Services Between the City of Chula Vista and the Third Avenue Village Association (“City Agreement”), and any other agreements between TAVA and public or private entities including but not limited to the following:

Non-Profit Status. Contractor shall all times maintain TAVA’s Federal and State non-profit corporation status. The Contractor may also work with the City Manager and City Attorney for the City of Chula Vista (“City”), if authorized by the TAVA Board, to seek a new enabling ordinance for the re-establishment of a new Third Avenue Community Benefit District within the current boundaries of the DTCV PBID.

Rules & Regulations. Contractor will assist in the interpretation of TAVA’s governing documents and suggest appropriate steps for enforcement or revision of said documents as needed. The TAVA Board of Directors (“Board”) shall be responsible for the content of the governing documents and their enforcement.

Open and Public Meetings. Contractor shall attend regularly scheduled meetings of the Board during normal working hours, Monday through Friday, except holidays. Contractor shall record the minutes of regular meetings of the Board and working committees of TAVA. Minutes will be made available in accordance with the California Law. Contractor acknowledges and agrees that because Contractor will be expending quasi-public funds in the form of Assessments and other issues that are discussed shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950-54963.

Public Records. Contract acknowledges and agrees that because Contractor will be expending quasi-public funds in the forms of property and business assessments, grant funds, and possibly Public Parking Meter Revenue, all records produced by or on behalf of the Association related to this Agreement, Activities, Assessments, or grant funds are subject to the California Public Records Act, California Government Code sections 6250-6276.48.

District Website. Contractor shall maintain an official TAVA website and shall post on such official TAVA website all of the following: (a) Association’s Board roster (names and business liability); (b) all regular Board of Directors and committee meeting agendas; (c) all approved Board and committee meeting minutes; (d) TAVA by-laws; (e) all annual audits, reports and financial statements or disclosures prepared by Contractor or provided by TAVA to the City; and (f) all contracts for which Association will expend \$10,000 or more of assessments, including notation of the total number of bidders for each such contract in the top right hand corner of the posted contract. All items required to be posted on the official TAVA website shall be maintained on the website for a minimum of three (3) years (“Retention Period”).

Work Limitations. Contractor shall not undertake any construction work performed or funded pursuant to this Agreement cumulatively exceeding \$25,000; any alteration, demolition, repair, or maintenance work performed or funded pursuant to this Agreement cumulatively exceeding \$15,000; or any work pursuant to this Agreement that would be subject to California Labor code sections 1720 through 1861.

Reconciliation Reports. Contractor shall prepare and submit all reports to the City as required under law or the City Agreement or as directed by the Board. Contractor shall prepare for Board approval and thereafter submit an “Annual Report” to the City for each Fiscal Year during the term summarizing TAVA’s activities performed during the applicable fiscal year and detailing the TAVA’s revenue and expenditures during the applicable fiscal year. Each Annual Report shall be delivered to the City and distributed by mail to each Member within 150 days after the end of each Fiscal Year.

Cooperation. Contractor shall fully cooperate with any auditors in any review or investigation of TAVA or Contractor’s conduct or action(s) relating to this Agreement or money received pursuant to the City Agreement.

Records Retention Period. Contractor shall maintain all records during the term of this Agreement and the Retention Period. At any time during normal business hours and as often as requested, Contractor shall permit inspection and photocopying of TAVA’s records as required in the City Agreement. Contractor shall retain originals of all records for at least three (3) years after expiration or termination of this Agreement. All records shall be kept at the TAVA’s regular place of business.

Required Language for Subcontractors. Contractor shall ensure that all sub-contracts entered into in connection with this Agreement contain language requiring sub-contractors to comply with all applicable laws, all provisions of this Agreement, and all provisions of the City Agreement.

A. General PBID Services

1. Contractor shall provide administration of any TAVA contracts for goods and contracts for services and prepare financial statements for the District in accordance with the provisions of the PBID Act, Section 3660 of the California Streets and Highways Code, and as set forth in the assessment engineer’s report approved by the City Council in connection with the formation of the District (Engineer’s Report).
2. Contractor shall perform all duties as reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards outlined in the City Agreement and the Engineer’s Report.

B. Specific PBID Requirements

1. Contractor shall oversee the maintenance standards within the boundaries of the PBID and for any zone within the PBID, consistent with the approved budget for such maintenance services.

2. Contractor shall supervise all work done under this Agreement and shall prepare for Board approval and thereafter submit to the City an annual report indicating that such work has been completed.
3. Contractor shall cause to be corrected, any deficiency reported by TAVA staff within thirty calendar days.
4. Contractor shall be responsible for responding, in writing, to TAVA regarding District maintenance complaints received by TAVA.
5. Contractor shall provide at least one noticed meeting with the property owners within the District annually and the designated property owners' representatives with the District, if any. Any noticed meeting shall be used to finalize plans and specifications for improvements and maintenance as described in the Engineer's Report for the PBID.
6. Contractor shall prepare for Board approval and thereafter submit to the City no later than the prescribed date each year a line-item budget for the upcoming fiscal year.
7. Not later than August 30, 2022, Contractor shall prepare a report to the Board describing Contractor's accomplishments during the Initial Term and recommending goals for the coming year ("Report"). The Report is intended to facilitate the Board's determination as to the upcoming Extension Term (as described in Section 4(a) of the Agreement) and allow the Board and Contractor to develop goals for the coming year. This process shall continue annually thereafter with the Report due at least 30 days before the deadline for the Board to act on the subsequent Extension Term.
8. Contractor shall maintain a separate set of books and records of costs associated with TAVA's responsibilities under the City Agreement for review at the expense of the District.

C. PROPERTY BUSINESS IMPROVEMENT DISTRICT SERVICES

- a. **Litter Control.** (frequencies per week may vary by zone). All litter will be removed from right-of-way sidewalks, curbs, gutters, and public right of way adjacent landscaped areas. All trash removed will be disposed of at a TAVA-approved waste site.
- b. **Public Health and Sanitation.** Any conditions which pose health and sanitation hazards will be immediately removed from District's public rights-of-way and reported to the City of Chula Vista. Protocols related to the COVID 19 Pandemic and health and safety rules shall be adhered to at all times.
- c. **Illegal Dumps.** All illegal dumps of trash and personal property in the public right-of-way will be removed within forty-eight (48) hours.
- d. **Graffiti Control (As needed).** All graffiti shall be promptly covered or removed from the public rights-of-way. Being mindful of the importance of quick removal as a

means of discouraging repetition of graffiti, the Contractor use its best efforts to act within twenty-four (24) hours of discovery.

- e. **Lighting Service (Ongoing)**. All streetlight lamps observed to be out or streetlight poles which have been damaged will be immediately reported for repair to the City.
- f. **Tree Maintenance (Ongoing)**. As required under the City Agreement, all trees located in the public right-of-way shall be maintained in a manner which promotes healthy tree growth, including, but not limited to, watering, trimming and fertilization. Trees that present an immediate safety hazard or have potential for private property damage shall be immediately reported to the City.
- g. **Sidewalk Sweeping and Power Washing**. Ongoing inspection and repairs of gutter and sidewalk cleaning and sweeping.

D. BID ASSESSMENT DISTRICT MANAGEMENT

Contractor shall perform all activities necessary for the proper management of the District in a professional and prudent manner and in accordance with all Laws and the Budget.

Specific BID Management Requirements

- 1. **Objectives**. Establish objectives for evaluating and strengthening the existing businesses within the District and explore methods of attracting new businesses into the District.
- 2. **Promotional Strategy**. Develop a general promotional strategy tailored to the businesses within the District including creating and updating a dynamic website presence.
- 3. **Liaison**. Establish a liaison with agencies conducting business revitalization activities and explore means of supporting public improvement projects within the District.
- 4. **Banners and Banner Districts**. Manage any banner district or banners within the District in accordance with the City’s policies.
- 5. **Newsletter**. Distribute a newsletter (in electronic and/or print media format) to TAVA businesses regularly that includes, among other things, a directory of the Association’s Board of Directors.

Events and Activities Organized or Coordinated by Contractor and sub-contractors that are Included in the Contractor’s Scope of Services. The overall goal is to build up to a total of 12 events in a calendar year in addition to weekly activation on the Avenue.

Event or Activity	Time Per Year
Annual Meeting	1
Taste of Third	1
Avenue Amps and Ales	1
Lemon Festival	1

Villains in the Village	1
Summer Series (car shows + music)	1-3
Activation (i.e. farmers markets)	Weekly

Contractor shall comply with all applicable laws, rules, regulations, ordinances, resolutions, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition to the foregoing, Contractor shall comply immediately with any and all directives issued by the City of Chula Vista or its authorized representatives under authority of any laws, rules, regulations, ordinances, or regulations.

MANAGEMENT CONSULTING SERVICES TEAM

<i>New City America Personnel</i>	<i>Position/Area of Responsibility</i>	<i>Years with New City America/Location</i>
Marco Li Mandri	Overall Management of the Consulting Contract	Founder, 1995
Laura Li Mandri	CFO of New City America Grants and Financial management	2005 – 16 years
Shirley Zawadzki	COO of New City America, Finances and accounting services	1996 – 25 years
Chris Gomez	Manager of Design, District Identity, image, oversees social media, Parking and Mobility related	2001 – 20 years
Monica Montes	Executive Assistant, Brown Act Compliance, Administration	2003 – 18 years
Dominic Li Mandri	Day to day district management of TAVA – on site Manager including Operations, maintenance, landscaping, street amenities and public space management	2014 – 7 years
Diane Serna de Leon	Assistant District Manager, administration, daily support	2019
Katharine Li Mandri	Public Relations, events, social media, web site	2019 – 2 years
Joey Li Mandri	Public Art, special projects	2018 – 3 years
Scott Sponholtz	Landscaping Sub-contractor	2018 – 3 years

All staff above (not including sub-contractors), can be reached with their name@newcityamerica.com. All staff work at the Corporate Office at 2011 W. California Street, San Diego, CA 92110.

TAVA currently employs 2 part-time maintenance crew members, 1 part-time administrative assistant, and 1 part-time events coordinator (currently serving as interim executive director through October 1, 2021). Beginning on August 16, 2021, Contractor will be responsible

for supervision of all TAVA employees. Contractor will evaluate TAVA's existing workforce and determine whether there is a duplication of tasks and efforts between these current employees and Contractor's employees. A decision regarding retention of non-duplicative employees and whether those employees will be retained as TAVA employees or offered positions with Contractor will be made by October 1, 2021.

FINANCIAL STRATEGY AND GOALS FOR TAVA

Due to its work over the past 25 years, New City America currently manages districts which generate over \$6 million dollars annually. NCA would apply the same revenue generation strategies to our work with the TAVA Board. Please note the following in relation to the financial strategy.

1. NCA has demonstrated, particularly through its work in Little Italy, that property and business assessments are not enough to properly manage a district. We have, pre-COVID, created a scenario whereby we have leveraged the assessments to a 3 to 1 ratio of \$1.2 million dollars in assessments and all non-assessment activities generating an extra \$2.2 million in overall revenue. NCA believes that with the proper management of the BID and PBID funds, that such leveraging is possible in Chula Vista too.

2. The NCA fee for the management of the DTCV PBID and BID will be a flat fee of \$192,000 per year, or \$16,000 per month. Compensation would be all inclusive of all employee salaries, benefits, and health care.

3. NCA is guided by the philosophy that all events should be revenue neutral or pay for themselves. The PBID and BID funds should be used exclusively for management of the overall district.

4. The funding for the PBID should be governed—to the greatest extent possible—by the PBID management district plan which articulates the schedule of special benefit services. The BID legislation does not have similar restrictions and based upon the 1989 Act, is far more flexible. TAVA will serve as the “owners association” for the PBID and simultaneously as the “Advisory Committee” for the BID.

5. Activities are key to the supplementing of the budget. Other districts have been very successful in receiving public and private foundation grants related to projects. More recently the Little Italy Association has received a number of County grants related to its work in COVID-19 economic impact mitigation.

6. Committees of the Board should be structured as to manage the “bundles of special benefit services” as outlined in the Management District Plan. Contractor staff shall work with the Board of Directors to review current committees and perhaps propose a new, more efficient committee structure.

7. The budget, based upon the PBID plan and the BID plan, subject to Board approval would be broken down as follows for FY 2022:

<i>Line Item</i>	<i>Management Plan Allocation From 2020 Annual Report</i>	<i>FY 2022 Annual Amount Proposed - %</i>
Environmental Enhancements (Includes partial rent, other management corporation overhead)	\$ 178,762.00	\$ 180,000 – 31%
Economic enhancements (Includes partial rent, other management corporation overhead)	\$ 151,297	\$130,000 – 23%
Administration/Personnel (NCA personnel contract)	\$ 142,365	\$192,000 – 34%
PBID reserve	0	\$ 14,000 – 2.5%
BID revenues/other (Includes partial rent, other management corporation overhead)	\$100,576	NA
District Identity related (Public space management, amenities, signage, website update, BID revenues)	0	\$54,000 – 9.5%
Total Annual Revenues		\$570,000.00 – 100%

We believe that there are abundant opportunities to generate additional non-PBID and non-BID revenue for TAVA based upon other activities including:

- A revamped Farmers Market.
- New public space development
- Public art placement
- Public and private grants.
- Operation of a valet program
- Special events
- Historic walking tours
- Donations for new development
- Expansion of the district

NCA's goal is to bring TAVA's overall budget to around \$ 700,000 by the third year of operations. This additional revenue generation will take a very activated Board, as well as possible amendment to the PBID boundaries, altering the assessment methodology and possible expansion of the district to capture new adjacent development. We would propose to the Board that they consider creating a new 501c3 to manage the district based upon the ability for outsiders and new developers to give charitable contributions to the Association.

EXHIBIT B: BASE COMPENSATION

1. For Services rendered by Contractor under this Agreement, TAVA shall pay Contractor a base rate of \$192,000 per year, or \$16,000 per month in a single monthly installment between the 1st and 5th days of each month.
2. The Contractor shall be entitled to an increase in the base payment commencing on January 1, 2023, based upon non-assessment district revenues realized in FY 22, raised by the work of New City America staff, and voted on by the TAVA Board.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. NEW CITY AMERICA INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2210 COLUMBIA ST	Requester's name and address (optional)
6 City, state, and ZIP code SAN DIEGO, CA 92101	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
or										
Employer identification number										
2	7		-	0	4	7	3	2	7	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Laura Serrano

Date ▶

1/1/2024

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acisure 2655 Camino Del Rio North #200 San Diego CA 92108	CONTACT NAME: Kimberly Dautremont PHONE (A/C, No, Ext): (619) 683-9990 E-MAIL ADDRESS: kd@ehrenfeldinsurance.com	FAX (A/C, No): (619) 683-9999
	INSURER(S) AFFORDING COVERAGE	
INSURED New City America 2210 Columbia St San Diego CA 92101	INSURER A: Ohio Security Insurance Company NAIC #: 24082	
	INSURER B: American Fire & Casualty Co NAIC #: 24066	
	INSURER C: Zenith Insurance NAIC #: 37540	
	INSURER D: Beazley Insurance Company, Inc. NAIC #: 37540	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS58457617	12/14/2023	12/14/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58457617	12/14/2023	12/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESA58457617	12/14/2023	12/14/2024	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	M1288804	11/21/2023	11/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	Professional Liability/Claims Made Retention: \$2,500			W207E3230701	10/15/2023	10/15/2024	Each Claim: 2,000,000 Aggregate: 2,000,000

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

RE: Bankers Hills Maintenance Assessment District / Consultant Services Agreement

The City, its officers, officials, employees, and volunteers are Additional Insured as respects General Liability when required under written contract or agreement per policy endorsement Commercial General Liability Extension, Policy Form CG 88100413, attached. Primary and Non-Contributory wording and Waiver of Subrogation as respects General Liability coverage is addressed under this same endorsement.

Specific General Liability endorsements CG 2026 and CG 2027 have been requested from the insuring company. A 30-Day Notice of Cancellation

CERTIFICATE HOLDER City of San Diego Equal Opportunity Contracting (EOC) 1200 Third Avenue, Suite 200 San Diego CA 92101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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