

CONSULTANT SERVICES
AGREEMENT

NEW CITY AMERICA

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement"), is made and entered into as of September 1st, 2025, by and between the **CITY OF GARDEN GROVE**, a municipal corporation of the State of California, (the "City"), and New City America, Inc. (the "Consultant").

RECITALS

A. The City has entered into a Memorandum of Understanding ("MOU") by and among the Cities of Fountain Valley, a municipal corporation ("FV"), Santa Ana a charter city and municipal corporation ("SNA"), and itself (collectively, the "Parties") to further regional collaboration to support economic revitalization, job creation, and cultural preservation of Vietnamese-American communities within their jurisdictions. The MOU, in part, establishes the ability for the City to enter into contracts on behalf of the Parties to further such actions.

B. The Parties have been awarded a grant from the Orange County Business Council ("OCBC"), acting in their capacity as the California Jobs First ("CJF") Regional Convener for Orange County. The funding was awarded, in part, to enhance cultural tourism by supporting the formation of a multi-jurisdictional business improvement district under Streets and Highways Code §§ 36500 *et seq* in the Parties' respective Vietnamese business communities.

C. The City and Consultant desire by this Agreement for Consultant to provide services for the investigation of, and if deemed feasible, establishment of a multi-jurisdictional Little Saigon Business Improvement District.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the City and Consultant agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide services related to the investigation and formation of a Business Improvement District as specified under Streets and Highways Code §§ 36500 *et seq* and in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid, if any, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City of Garden Grove and any Federal, State or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has carefully considered how the work should be performed, and (c) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.6 Care of Work. The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the negligence of Consultant.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, the Consultant shall perform services in addition to those specified in the Scope of Services (Exhibit "A") when directed to do so by the Contract Officer in writing, provided that Consultant shall not be required to perform any additional services without compensation.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not

exceeding the maximum contract amount of Two Hundred Five Thousand dollars (\$205,000.00) (the "Contract Sum"), except as provided in Section 1.7. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon the Consultant's rates as specified in Exhibit "B", but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation (Exhibit "B"). Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation (Exhibit "B").

2.2 Method of Payment. Any month in which Consultant wishes to receive payment, Consultant shall submit to the City no later than the fifteenth (15th) working day of such month, in the form approved by the Contract Officer, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) indicate the total expenditures to date. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed in a timely and diligent manner.

3.3 Force Majeure. The time period specified in the Schedule of Performance (Exhibit "C") for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquake, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental City other than City, and unusually severe weather, if the Consultant shall within (10) days of the commencement of such delay notify the Contracting Officer in writing of the causes of the delay. The Contracting Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his/her judgment such delay is justified, and the Contracting Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4. Term. Unless earlier terminated in accordance with Section 7.7 of this Agreement, this Agreement shall continue in full force and effect until September 30, 2026.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Marco Li Mandri, President, is the principal of Consultant hereby designated as being the representative of Consultant authorized to

act in its behalf with respect to the work specified herein and make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal was a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. Consultant may not change the foregoing principal and no other personnel may be assigned to perform the services required hereunder without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be the Assistant City Manager/ Director of Economic Development and Housing or such other person, as may be designated in writing by the Assistant City Manager/ Director of Economic Development and Housing. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into the Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.5 City Cooperation. The City shall provide Consultant with any plan, publication, report, statistics, records or other data or information pertinent to services to be performed hereunder which are reasonably available to the City. The City shall additionally provide Consultant staff assistance and shall take prompt and appropriate action when it will assist in ensuring and timely performance by Consultant hereunder.

5.0 INSURANCE AND INDEMNIFICATION.

5.1 Insurance.

(a) Commencement of Work. Consultant shall not commence work under this Agreement until all certificates and endorsements have been received and approved by

the City. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the City of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.

(b) Workers Compensation Insurance. During the duration of this Agreement, Consultant shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

(c) Insurance Amounts. Consultant shall maintain the following insurance for the duration of this Agreement:

(1) Commercial general liability in an amount not less than \$1,000,000.00 per occurrence. Claims made and modified occurrence policies are not acceptable. Insurance companies must be acceptable to the City and have a Best's Guide Rating of A- Class VII or better, as approved by the City.

(2) Automobile liability in an amount not less than \$1,000,000.00 per occurrence. Insurance companies must be acceptable to the City and have a Best's Guide Rating of A- Class VII or better, as approved by the City.

(3) Professional liability in an amount not less than \$1,000,000.00 per occurrence. Insurance companies must be acceptable to the City and have a Best's Guide Rating of A-Class VII or better, as approved by the City.

An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 5.1(c)(1) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the Consultant. An Additional Insured Endorsement for the policy under section 5.1(c)(2) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the Consultant. Consultant shall provide to the City proof of insurance and endorsement forms that conform to the City's requirements, as approved by the City.

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

If Consultant maintains higher insurance limits than the minimums shown above, Consultant shall provide coverage for the higher insurance limits otherwise maintained by the Consultant.

5.2 Indemnification. The Consultant shall defend, indemnify and hold harmless the City, its officers, employees, representatives and agents, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person(s), for damage to

property (including property owned by the City) and for errors and omissions committed by Consultant, its officers, anyone directly or indirectly employed by Consultant, any sub Consultant and agents or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Consultant's performance under this Agreement, except to the extent of such loss as may be caused by City's own active negligence, sole negligence or willful misconduct, or that of its officers or employees.

5.3 Remedies. In addition to any other remedies the City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to there extent and within the time herein required, the City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order the Consultant to stop work under this Agreement and/or withhold any payments) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies the City may have and are not the exclusive remedies for Consultant's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its sub Consultants' performance of work under this Agreement.

6.0 RECORDS AND REPORTS.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require, such as feasibility study(ies), district boundary definition, district management plan, etc.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. These records shall be retained for three (3) years after the expiration of this Agreement, except for the following: If any litigation, claim, negotiation, audit or other action has been commenced before the expiration of such three (3) year period, the records shall be retained until disposition of such action and resolution of all issues which arise from it.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, sub Consultants and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon the termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied herein. Consultant shall cause all sub Consultants to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other material prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer or as required by law. Consultant shall not disclose to any other private entity or person any information regarding the activities of the City, except as required by law or as authorized by the City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agree to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, the City may take such immediate action as the City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 7.7.

7.3 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

7.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver or either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior To Expiration Of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section 7.8 for termination for cause. Either party may terminate this Agreement at any time, (i) without cause, upon ninety (90) days' written notice to the other party, or (ii) upon the default of the other party, upon thirty (30) days' written notice to the party alleged to be in default hereunder. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation (Exhibit "B") or such as may be approved by the Contract Officer, except as provided in Section 7.3.

7.8 Termination For Default Of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of setoff or partial payment of the amounts owed the City as previously stated in Section 7.3.

7.9 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

8.0 OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, martial status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, consent, approval, communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section 9.1.

To City:

THE CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, California 92840
Attention: **Ursula Luna-Reynosa**

To Consultant:

NEW CITY AMERICA

**c/o 2011 W. California Street
San Diego, CA 92110**

Attention: Marco Li Mandri

9.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and all previous understandings, negotiations and agreements are integrated into and superseded by this Agreement.

9.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not effect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

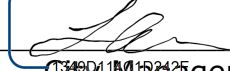
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

THE CITY OF GARDEN GROVE, a municipal corporation

By: _____
Its: **City Manager**

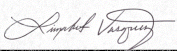
DocuSigned by:



ATTEST:

By: _____
City Clerk

Signed by:



APPROVED AS TO FORM

By: _____
City Attorney

DocuSigned by:



By: _____
Its: President (Marco Li Mandri)

DocuSigned by:



If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, a Statement of Partnership must be submitted to the City.

EXHIBIT "A"

SCOPE OF WORK

This scope of work outlines the necessary steps and deliverables for the formation of a Business Improvement District (BID) under the California Streets and Highways Code Sections 36500–36551.

1. Project Planning and Management - \$10,000

- Develop a detailed project timeline with milestones and deadlines
- Coordinate with City staff and stakeholders
- Establish a Steering Committee or advisory group of property/business owners

2. Feasibility Study and District Boundary Definition - \$20,000

- Conduct a land use and property ownership inventory within the proposed district
- Analyze parcel data information
- Recommend geographic boundaries that are legally defensible and strategically viable
- Evaluate economic feasibility (business mix, revenue projections, conceptual response to the survey)

3. Stakeholder Outreach and Consensus Building - \$60,000

- Identify and engage property owners, tenants, and community organizations
- Facilitate stakeholder meetings, listening sessions, and workshops
- Distribute bilingual educational materials explaining the BID structure, benefits, and costs
- Gauge support through preliminary petitions or surveys, log surveys by color coding the responses;

4. District Plan Preparation (Management District Plan) - \$25,000

- Prepare the Management District Plan, as required under §36622, including:
 - - Description of boundaries
 - - List of special benefit improvements and activities (e.g., beautification, marketing, safety, maintenance)
 - - Method and basis of levying assessments (square footage, linear frontage, etc.)
 - - Budget and duration (typically 5 years, renewable)
 - - Governance structure (e.g., nonprofit association or city-administered)

5. Legal Compliance and Documentation - \$25,000 (November 2025 – July 2026)

- Prepare and submit documents in compliance with Proposition 218 and the Streets and Highways Code:
- - Preliminary Engineer’s Report
- - Management District Plan
- Assist the City Attorney and Clerk with legal review and adoption procedures

6. Petition Drive - \$10,000 (January – March 2026)

- Design and implement a petition process (must represent at least 50% of total assessments)
- Track petition submissions and validate property ownership data
- Provide regular updates to designated stakeholder groups and City

7. Public Hearing and Formation Process - \$20,000

- - Resolution of Intention
- Support City staff in scheduling and conducting required public meetings and hearings
- Provide presentations and answer questions during council meetings
- Assist in responding to written or oral protests as part of the protest hearing process

8. Formation Approval and Launch Support - \$35,000

- Assist with BID ordinance adoption and finalization of the assessment roll for the County Tax Assessor
- Support creation or designation of the owners’ association (often a 501(c)(36) or similar)
- Develop transition plan for BID launch: staffing, initial programs, and first-year budget

Deliverables

- Project timeline and stakeholder engagement plan
- Proposed district map and benefit zone descriptions
- Draft and final Management District Plan
- Assessment Engineer’s report
- Petition tracking report
- Legal resolutions and hearing materials
- Formation summary and transition memo
- Creation of owners’ Association for management of the District (s)

ATTACHMENT 1 – NEW CITY AMERICA PROPOSAL DATED JULY 23, 2025



July 23, 2025

To: Ms. Christy Le, Administrative Analyst,
Ms. Ursula Luna Reynoso, Assistant City Manager
Garden Grove, California

SENT: Via e-mail
Christyl@ggcity.org;
Ursulal@ggcity.org

SUBJECT: Response to RFP Issued for Community Business Improvement District
Assessment and Formation Services

Dear Ms. Le and Ms. Luna Reynosa:

New City America is a company based in Southern California which is pleased to respond to this important RFP for the Little Saigon multi-city district investigation in the 3 cities partnering in the process to market and promote their respective Little Saigons. Please consider the following benefits of considering New City America for this important task:

- New City America recently formed its 100th BID nationwide, reaching a status very few national companies have reached;
- The company has formed more ethnic business-based districts than any other company nationwide;
- The company currently manages 8 districts in the state of California, with its primary district being the historic Little Italy District in San Diego;
- New City America has 16 employees, which gives us the ability to conduct multiple investigative tasks simultaneously;
- Marco Li Mandri received a City and County proclamation based upon its work in San Diego in December 2024, designating "Marco Li Mandri Day" in the City and County of San Diego.
- The company is the only one in the state which combines its success in forming and managing districts, with developing and managing popular public spaces to attach local residents to support the respective business districts and mixed-use communities.



Corporate Office ■ 710 W. Ivy Street ■ 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.

We hope you find this proposal responsive to the RFP issued and we hope to be interviewed for this critical effort to build the Little Saigons in Orange County into a nationwide example of economic vitality and cultural tourism nationwide.

Sincerely,

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

Marco Li Mandri
President, New City America
New City Public Spaces

1. Proposal Summary Highlights, Key Features Distinguishing Points, Individuals Involved in the Process

New City America is one of the most successful companies in this field that understands all of the key elements to bring business and property owners together to generate more commerce and better districts for everyone involved.

For the past 30 years, we have successfully formed BIDS and CBIDs in the following ethnic business districts:

- *Little Italy San Diego*
- *Chinatown Los Angeles*
- *Chinatown Oakland*
- *Koreatown Oakland*
- *Leimert Park Village/Los Angeles*
- *South Ward/Newark NJ*
- *Fillmore District/Los Angeles*
- *Diamond District/San Diego*
- *Downtown San Ysidro/San Diego*
- *Barrio Logan San Diego*
- *Lincoln Heights/Los Angeles*
- *Fruitvale/Oakland*
- *Highland Park/Los Angeles*
- *Downtown Glendale/Glendale CA*

Working in these diverse business districts has given us the ability to work in multi-language settings which has resulted in Management District Plans, translated from English into Spanish, Vietnamese, Chinese and Korean, to ensure that the constituents can communicate in their native languages and understand that the CBID model can be very beneficial to their commercial and neighborhood interests.

The individuals providing services on behalf of New City America, for this Little Saigon contract include the follow personnel. New City America has 16 staff members working throughout the state. Marco Li Mandri, President, would be the main point of contact for the Little Saigon project in Orange County. 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 Little Saigon 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
 Tammy De Luca – Asst Financing manager
 Ed Henning – Independent Assessment Engineer

<i>NCA Personnel who may work on the Little Saigons Project</i>	<i>Title and involvement in this investigation and formation of a CBID in Little Saigon, Orange County</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
Rikki Gendron, Administration	Providing administrative support		
Dominic Li Mandri	District outreach/Management	11	Since 2014

2. Profile of the firm: Proposers Firm Including Size Structure, Capacity and Resources

New City America is a family-owned company based in San Diego's Little Italy District and has been in operation for 30 years, evolving into a national company in this field.

We have the capacity to investigate and form CBIDs, manage CBIDs and consult with CBIDs nationwide. Please consider the following unique features of the company:

New City America has managed San Diego's Little Italy district in the past 30 years winning awards and acknowledgements as follows:

- *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 weekends "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 100 similar districts throughout the United States over the past 24 years, *perhaps more than any other company in the US.* We anticipated forming five more similar districts by the beginning of 2026.

- 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 Los Angeles allows for direct access to business and property owners for a quick response to anyone's questions for this Orange County Little Saigon Project.

3. Qualifications: Public Agencies References

References

Public sector client references within the last 3 years

1. Mr. Kelly McAdoo, City Manager, City of Santa Barbara, (510) 209-2247
2. Ms. Christine Connelly, Deputy Mayor, City of New Bedford MA (508) 979-1410
3. Ms. Barbara Harb, Economic Development/City of Lathrop,, San Diego (209) 914-3519
4. Mr. Chris Corgas, Mayor's Office of Economic Development/City of San Francisco, CBD Coordinator for the City, (415) 554-6661
5. Ms. Jennifer Hiramoto, Economic Development Director, City of Ontario (909) 816-8174
6. Mr. Alex Nguyen, City Manager of Oxnard, (510) 541-9941
7. Mr. Andy Mogheason, Economic Development Director,, (650) 259-2330

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 - Ms. Sarah Potter, President (619) 860-1210
6. Downtown Chula Vista Association - Dr. Q, President (619) 791-5064
7. Downtown El Cajon PBID - Mr. Ron Nevels, President (619) 850-4006

4. Work Plan, Service Plan and Timeline Tasks and Sub-tasks

New City America has worked in well over 50 cities in the state of California over the past 30 years. We have used the Streets and Highway Code in General Law cities to create financing mechanisms for our respective clients as well as created new enabling ordinances for Charter cities in the State. The work would be divided into 3 sections for the Little Saigon effort in Orange County:

1. Investigation of the multi-City Little Saigon communities to determine which sections of the Vietnamese business districts would want to participate in this key economic development effort. If the investigation is successful in one or more of the different cities, come up with the concept of a multi-district entity that could manage the various needs of the different cities' Little Saigons.
2. Once the investigation has demonstrated support for the concept, work with each city government to come up with a plan for financing improvements and special benefits in the respective communities. The districts could be formed under a yet to be considered Orange County Charter enabling ordinance or could use the current Streets and Highway Codes 1972 Act or 1994 act to fund beautification, commerce and marketing and promotion for the various city Little Saigons.
3. If the various formations are successful, craft multiple non-profit organizations to manage each district or bring all of the participating districts together in one central organization for efficiency and provide common special benefit services to the respective partners in this effort. The tasks and sub-tasks for this effort are summarized briefly as follows:

SCOPE OF WORK PROGRAM

Detailed Scope of Work and Budget for the Little Saigons/Orange County Property Business Improvement District/Community Benefit Improvement District (CBID) Investigation Process

<i>Task</i>	<i>Comment</i>	<i>Estimated Time</i>
<i>1. Prepare a feasibility analysis for creating a successful Little Saigons Stakeholders group to include various options on the district boundaries in the participating cities</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 the Little Saigons (Study California State University in Fullerton Demographic and Economic Profile, October 2024)	TBD
<i>2. Create a new Little Saigons Community Benefit Improvement District (CBID) Steering Committee made up of property and business owners, conduct outreach meetings in each participating City to obtain feedback from property owners, business owners and other key stakeholders on the CBID effort.</i>	NCA will work with the stakeholders and the new Little Saigons CBID Steering Committees and will present a written survey for response by property owners. The surveys will be distributed by mail, (and e-mail if possible)in English and Vietnamese once the respective study areas have been reviewed. 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.	TBD
<i>3. Take in the results of the survey of property owners and present them to the City Managers 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 will map it out and present it to the Steering Committee and City officials.	TBD
<i>4. Write a report to the City Managers 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 participating cities respective Little Saigons.	TBD

The investigation phase is estimated to take at least 9 months to complete based upon the need to communicate with all of the participating city leaders and respective community leaders. If there is support for one or three different Little Saigons in the participating cities, we would then move to the formation stage based upon the level of demonstrated support per city. At that point, a specific set of tasks and timeline will be established to show the formation process month by month.

5. Proposal costs:

Billing and Compensation

The following hourly rates are proposed for this work. Marco Li Mandri would be the key representative for New City America and the main point of contact for the City staff, elected officials and Little Saigons stakeholders. Telephone calls would be billed for actual time spent preparing for and following up on the calls from City officials and others. Mailing costs, FED Ex, mapping and other items will be billed directly as costs to the project.

On site work for New City America staff will be billed in a minimum of 4-hour increments.

<i>New City America Personnel</i>	<i>Hourly Rate</i>
Marco Li Mandri President	\$400.00
Shirley Zawadzki, COO	\$150.00
Laura Li Mandri, CFO	
Monica Montes, Database work	\$110.00
Rikki Gendron, Administration	\$ 90.00
Jerry Klink, mapping	\$ 80.00
Assessment Engineer (3 districts)	\$3,500 per district report
Interns working on project	\$50.00
Local partner organization (Vietnamese)	To be Determined

1. Billing shall be submitted monthly, based upon hours worked for this project. Hours and work product or research shall be identified with personnel and the hours spent related to the task requested.
2. We also intend to partner with a local Vietnamese organization to do outreach and consulting with our staff to ensure that communication is done properly and community needs are met. We have yet to enter into any agreement since we will not negotiate anything until we are awarded a contract.
3. Once reviewed, payment shall be made via ACH or mailed check to New City America. Billings will be submitted at the beginning of each month with anticipation of being paid within 15 days of receipt.
4. Billings may provide reimbursable expenses including, but not limited to travel expenses, printing, postage, per diem expenses.
5. All billings shall be sent to: New City America, 2011 W. California Street, San Diego, CA 92110.

Total Quote for the Project assuming Investigation and Formation:

Investigation period (9 months)	Not to exceed	\$85,000
Formation of 1 – 3 Districts)	Not to exceed	\$85,000
Three Assessment Engineer reports:		<u>\$10,500</u>

Total Cost of investigation and formation: \$180,500.00

6. Compliance and Potential Conflicts:

New City America is very familiar with all relevant statutes related to use of public funds including Section 1090/conflict of interest laws, the Brown Act as well as the California Public Records Act.

We have not been involved in any litigation proceedings or lawsuits over the past 5 years.

Scope of Work:

1. Project Planning and Management

- Develop detailed project timeline *(included in this proposal and will be determined with City staff if we get the contract)*
- Coordinate with city staff and stakeholders *(based upon discussions with City staff)*
- Establish a Steering Committee *(that will be done with the cooperation of the City staff and the community partner organization for the participating cities)*

2. Feasibility Study and District Boundary Definition

- Conduct land use and business inventory within the proposed district *(this will be done once the participating city Little Saigons are coordinated with New City America)*
- Analyze parcel data *(once the boundaries in each city have been set)*
- Recommend geographic boundaries that are legally defensible and strategically viable *(based upon the selected boundaries in each participating city)*
- Evaluate economic feasibility *(done as part of the mailed survey to each property owner)*

3. Stakeholder outreach and consensus building:

- Identify and engage business and property owners, tenants and community organizations *(this will be done in partnership between NCA and a local community organization)*
- Facilitate stakeholder meetings, listening sessions and workshops *(this will be done in partnership between NCA and a local community organization)*
- Distribute education materials explaining BID structure, benefits and costs. *(this will be done as part of the investigation process)*
- Gauge support through preliminary petitions or surveys *(the mailed bilingual survey will be done first to see what interest exists among the various participating city Little Saigons)*

4. District plan Preparation (Management District Plan) *(all of this will be done if one or more of the participating cities' Little Saigons demonstrate support for the special benefits district and what services are desired)*

- Prepare management district plan as required.
- District boundaries
- List of improvements
- Method and basis of levying assessments
- Budget and duration
- Governance structure

5. **Legal compliance and documentation** *(all of this will be done if one or more of the participating cities' Little Saigons demonstrate support for the special benefits district and what services are desired)*
 - Prepare and submit documents in compliance with S and H code.
 - Reso of intent, ER, management district plan
 - Asst. the City Attorneys and Clerks with legal review

6. **Petition drive:** *(all of this will be done if one or more of the participating cities' Little Saigons demonstrate support for the special benefits district and what services are desired)*
 - Design and implement petition process.
 - Track petitions
 - Provide regular updates to the Steering Committee

7. **Public Hearing and formation:** *(all of this will be done if one or more of the participating cities Little Saigons demonstrate support for the special benefits district and what services are desired)*
 - Support city staff in conducting public meetings and hearings.
 - Provide presentations and answer questions during council meetings.
 - Assist in responding to written or oral protests.

8. **Formation and approval and launch support:** *(all of this will be done if one or more of the participating cities Little Saigons demonstrate support for the special benefits district and what services are desired)*
 - Assist in BID ordinance adoption and finalization of assessment roll.
 - Support creation or designation of Owners association (c3)
 - Develop transition plan for BID launch, staffing initial programs and first-hand budget.

EXHIBIT "B"

FEE SCHEDULE

Not to exceed \$205,000

Hourly rates and Personnel:

<i>Personnel</i>	<i>Role/Tasks</i>	<i>Hourly rate</i>
Marco Li Mandri	Principal, key person working on this contract	\$ 380.00
Shirley Zawadzki	Management District Plan contribution, monitoring of contract	\$ 150.00
Monica Montes	Administration, database work, mapping, outreach	\$ 100.00
Rikki Gendron	Clerical support	\$ 70.00
Laura Li Mandri	Accounting, billing and financial issues	\$ 150.00

New City America (NCA) will subcontract with ArrowGTP, a multicultural marketing company, to assist with community outreach, education, and translation services. ArrowGTP will work under the direction and supervision of NCA. NCA will submit ArrowGTP invoices for reimbursement. ArrowGTP’s services fall under the “Stakeholder Outreach and Consensus Building” task of the Scope of Work and their cost is inclusive of the \$60,000 amount budgeted for this task but does not comprise the entire amount.

Billings will be submitted to the City of Garden Grove by the 15th of each month on a time and material basis consistent with the Scope of Work. Billings are due once reviewed and approved by the City staff.

EXHIBIT "C" SCHEDULE OF PERFORMANCE

For Property Business Improvement District beginning operation by January 2027

Month	Activity
September 2025	Form Steering Committee to guide BID formation activities Commence informational sessions with property owners in potential BID boundary area
September 2025 - February 2026	Stakeholder outreach Decide boundaries of new BID Decide programs (security, maintenance, image, streetscape, administration) Decide budget Work on potential assessment formulas (front footage, building square footage, parcel size, etc.)
January 5, 2026	Submit 1st Draft of DATABASE to City for review and verification
	DATABASE Must contain, at minimum, 1) All APNs, 2) Property Owner Names, 3) Assessable measurements of property, and 4) Assessment calculations. PARTIES will review, verify, and approve all information in Database
January 19, 2026	Submit 1st Draft of MANAGEMENT DISTRICT PLAN to City for review
	MANAGEMENT DISTRICT PLAN Must contain, at minimum, the 1) Boundary description, 2) Boundary rationale, 3) Service Description, 4) Budget, 5) Benefit Zones, & 6) Assessment Methodology MANAGEMENT DISTRICT PLAN Must also contain other legal & procedural requirements PARTIES will review Management District Plan to ensure compliance with State Law NOTE: Revisions may be needed to ensure compliance with legal statutes
February 2, 2026	Submit revised Management Plan and ENGINEER'S REPORT to the City
	Finalize District Management Plan (boundaries, assessment formula, budget) Present finalized assessment roll to PARTIES who will audit/verify all parcel data <i>(all assessment data for all parcels including: formula, calculations, footages and assessment amounts must be verified and agreed to by the PARTIES before petitions can be distributed.)</i>
February 17, 2026	Management District Plan & Engineer's Report APPROVED by City
	MANAGEMENT PLAN & ENGINEER's REPORT MUST be approved prior to Petition Drive start date
February 18, 2026	START PETITION DRIVE
February - April	Mail out District Management Plan & START PETITION DRIVE Follow up campaign to secure signed petitions equal to 50% plus \$1.00 of proposed assessment REACH 50% PETITION THRESHOLD
April 15, 2026	FINISH PETITION DRIVE: Submit final petitions to Parties Request City Council to adopt an "Ordinance of Intention" to form a BID for May meeting Management Plan, Engineer's Report, map and complete list of all stakeholders due to City. PARTIES verifies petition signatures and affirmative percentage.

FORMATION TIMELINE: BEGIN OPERATIONS JAN. 1, 2027

Month	Activity
May	<p>CITY COUNCIL STARTS PUBLIC HEARING PROCESS (GG – May 12; FV & SA – May 19)</p> <p>City Council review and approval:</p> <ol style="list-style-type: none"> 1. Reviews BID's proposed Management Plan. 2. Petition Sufficiency Finding. 3. Adoption of Resolution of Intention to Establish BID. 4. Authorization to set public meeting and hearing dates and begin Prop 218 process.
May	<p>Materials provided by the CONSULTANT:</p> <ol style="list-style-type: none"> 1. Prepaid, preaddressed ballot return envelopes.* 2. Smaller, opaque secrecy envelopes to conceal ballot inside return envelopes.* 3. District Management Plan with budget, BID boundary map and APNs of all stakeholders.* <p>*(Copies provided for each stakeholder)</p>
May 25th	<p>PROP 218 REQUIRED 45-DAY PERIOD BEGINS</p> <p>PARTIES to arrange for mailing of:</p> <ol style="list-style-type: none"> 1. Notice of Public Meeting and Final Public Hearing.** 2. Proposition ballots**, ballot instructions and ballot return and secrecy envelopes. 3. Resolution of Intention (to establish BID).** 4. District Management Plan (legally considered part of the Ordinance). 5. Mailing labels (from stakeholder database) and mail-out envelopes 6. Stuff envelopes, seal and mail out from PARTIES mailroom.** <p>** (PARTIES provides copies for each stakeholder)</p> <p>Each PARTIES' respective City Clerks to arrange for publication of:</p> <ol style="list-style-type: none"> 1. Resolution of Intention
July	<p>CITY COUNCIL HOLDS PUBLIC HEARING (GG – July 14; FV & SA – July 21)</p> <p>City Council:</p> <ol style="list-style-type: none"> 1. Council conducts Final Hearing for public comment on establishment of the BID. 2. Balloting officially closed. 3. City Clerk counts ballots and report results at next Council meeting. 4. Ballots opened and tallied in City Clerk's office (open to the public)
July	<p>City Council:</p> <ol style="list-style-type: none"> 1. Public announcement of Prop 218 ballot tabulation 2. 1st reading of Ordinance of Establishment 3. Council accepts the balloting results and passes the Ordinance of Establishment
July - August	<p>City Clerk: JULY: Publish BID establishment Ordinance</p> <p>City Clerk: Transmits received property assessments from each City to the County Tax Assessor.</p>
August - September	<p>Consultant:</p> <ol style="list-style-type: none"> 1. Support creation or designation of the owners' association 2. Develop transition plan for BID launch: staffing, initial programs, and first-year budget
Late December - Early January 2027	<p>First assessment received from the County Tax Assessor to each participating city treasurer's office</p>
January 2027	<p>Begin BID operation</p>

NCA

A0695447

3252035URV

FILED *TJ*
in the office of the Secretary of State
of the State of California

AUG 19 2009

CERTIFICATE OF OWNERSHIP

Marco LiMandri and Laura LiMandri certify that:

1. They are the **president** and the **secretary**, respectively, of 2130 Columbia Street of San Diego, Inc., a California corporation.

2. This corporation owns 100% of the outstanding shares of New City America, Inc., a California corporation.

3. The board of directors of this corporation duly adopted the following resolutions:

a) RESOLVED, that this corporation merge New City America, Inc, its wholly-owned subsidiary corporation, into itself and assume all its obligations pursuant to Section 1110, California Corporations Code effective July 31, 2009.


b) RESOLVED, that Article 1 of the Articles of Incorporation is amended to read as follows: "NAME. The name of this corporation is New City America, Inc.", effective on July 31, 2009.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: July 24, 2009



Marco LiMandri, President



Laura LiMandri, Secretary

A0797090

1505 California Corporations Code Section 1505 Certificate

To become authorized to be designated as a corporate agent for service of process for other entities in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A **\$30** filing fee.
- A separate, non-refundable **\$15** service fee also must be included, if you drop off the completed form or document.
- For information about expedited filing requests and current processing times, go to www.sos.ca.gov/business/be/service-options.htm.

Any California corporation or any foreign corporation qualified in California is eligible to file this 1505 certificate as long as the corporation is active on the records of the California Secretary of State. The status of the corporation can be checked online at BusinessSearch.sos.ca.gov.

After your 1505 certificate is filed, if any of the information changes you may file a new fully completed 1505 certificate.

FILED
Secretary of State
State of California

IPU APR 20 2017

This Space For Office Use Only

① **Corporation's Exact Name** (on file with CA Secretary of State)

New City America Inc.

② **Corporate File No.** (issued by CA Secretary of State)

C3252003

If you don't know the file number, leave Item 2 blank.

Address for Service of Process (List the complete street address in California of the office where any entity designating your corporation as agent for service of process may be served with process. Do not list a P.O. Box address.)

③ 710 W Ivy St. San Diego CA 92101
Street Address for Service of Process *City (no abbreviations)* *State Zip*

Authorized Employees (List the names of all the persons employed by your corporation who are authorized to accept delivery of any copy of service of process, at the address listed in item 3, on any entity who has designated your corporation as its agent for service of process.)

④ Authorized Employees: Marco Li Mandri
Laura Li Mandri
Shirley Zawadzki

Statement of Consent

⑤ This corporation consents that delivery of a copy of service of process to an authorized employee at the address designated in item 3 shall constitute delivery of any such copy to the corporation, as the agent for service of process.

Read and sign below: This form must be signed by an officer of the corporation.

Laura Li Mandri
Sign here

Laura Li Mandri
Print your name here

CFO
Your business title

Make check/money order payable to: **Secretary of State**
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944260
Sacramento, CA 94244-2600

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814

NEW CITY AMERICA INC
710 W IVY ST
SAN DIEGO, CA 92101

Thank you for your payment. Attached is your City of Garden Grove Business License Tax Certificate. It is an annual, anniversary dated business license, based on the start date of your business activity in our city. You will receive a renewal notice approximately 20 days prior to the business license expiration date. Business License taxes for Garden Grove are based on gross receipts in arrears. (Some exceptions apply) The amount your business entity will owe at renewal time is based on the gross receipts generated for the previous year's effective dates of your business license.

If your business is located in a commercial location, you must post your Business License Tax Certificate in public view, or conspicuous location.

If you have any changes to the information on file with our office, including a new mailing address, if your business has moved locations, or if you have ceased your business activity to name a few, please contact us as soon as possible.

There are many helpful resources available to our business community. Below are a few of the more popular agencies:

California Department of Tax and Fee Administration
(Seller's Permits)
cdtfa.ca.gov
949-440-3473

Fictitious Business Name Statements (dba's)
ocrecorder.com
714-834-2889

Orange County Health Department
ohealthinfo.com
714-433-6000

Garden Grove Office of Economic Development
ggcity.org/econdev
714-741-5130

Garden Grove Building and Safety
ggcity.org/building-and-safety
714-741-5307

POST IN A CONSPICUOUS PLACE - NON TRANSFERABLE

CITY OF GARDEN GROVE · BUSINESS LICENSE TAX CERTIFICATE

BUSINESS NAME:
NEW CITY AMERICA INC

BUSINESS OWNER/CORPORATE OWNER:
NEW CITY AMERICA INC

BUSINESS LICENSE NUMBER:

331121

EXPIRATION DATE:

08/31/2026

BUSINESS ADDRESS:

2011 W CALIFORNIA ST
SAN DIEGO, CA 92110

TYPE OF BUSINESS:

CONSULTING SERVICES

CONDITIONS:



GARDEN GROVE

THE PERSON OR BUSINESS ENTITY NAMED ABOVE IS GRANTED THIS BUSINESS LICENSE TAX CERTIFICATE PURSUANT TO THE PROVISIONS OF THE CITY BUSINESS LICENSE TAX ORDINANCE TO ENGAGE IN, CARRY ON, OR CONDUCT THE BUSINESS, TRADE, CALLING, PROFESSION, EXHIBITION, OR OCCUPATION DESCRIBED BELOW. ISSUANCE OF THIS CERTIFICATE IS NOT AN ENDORSEMENT NOR CERTIFICATION OF COMPLIANCE WITH OTHER ORDINANCES OR LAWS INCLUDING LAND USE OR ZONING LAWS. THIS CERTIFICATE IS ISSUED WITHOUT VERIFICATION THAT THE APPLICANT IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA.

*Civil Code 51.6 prohibits businesses from engaging in gender-based discrimination.
A full notice of the law is available in English and other languages by going to ggcity.org/ab-1607-gender-discrimination-notification or by request at our office.*

BUSINESS TAX PAID IN ACCORDANCE WITH THE MUNICIPAL CODE