

**CITY OF UPLAND  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE**

This Agreement for Professional Consultant Services (“Agreement”) is made effective as of July 1, 2025 between the City of Upland, a municipal corporation organized under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 (“City”) and Geographics, a California Corporation with its principal place of business at 4178 Chestnut St, Riverside, CA 92501, (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS**

**2.1 Contractor.**

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

**2.2 Project.**

City desires to engage Contractor to render such services for the Upland Today News Magazine project as set forth in this Agreement (“Services”).

**3. TERMS**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. *Upland Today* is the City of Upland’s official quarterly publication, created to inform residents and businesses about City services, programs, and community developments. To enhance the publication’s effectiveness and visual appeal, a rebranding initiative is proposed. This rebranding will include the development of updated design elements, a modernized layout, and refreshed branding to better reflect the City’s identity as set forth in Exhibit “A” attached hereto and incorporated herein by this reference as though set forth in full. The initiative will involve a one-time additional cost during the first year to cover design and production updates.

3.1.2 Additional Scope of Services. Following the rebranding, *Upland Today* will continue to be published on a quarterly basis. Each edition will include current information on seasonal classes, City events, and other important updates. The magazine will be professionally designed, printed, and mailed to all Upland residents and local businesses. This ongoing effort will strengthen the City’s communication strategy and reinforce its commitment to transparency, engagement, and community outreach.

3.1.3 Term. This Agreement shall commence on July 1, 2025, and shall remain and continue in effect for three (3) years through June 30, 2028 (“Original Term”). The City may, upon mutual agreement, extend the Agreement for up to two (2) one (1) year extensions. If the Agreement is

extended beyond the Original Term, the contract price shall be adjusted at the beginning of each extension period in accordance with the changes in the Consumer Price Index for all Urban Consumers in the Los Angeles-Anaheim-Riverside Area published monthly by the United States Bureau of Labor Statistics for the preceding calendar year ending December 31 (CPI).

### **3.2 Compensation.**

3.2.1 Compensation. City agrees to pay Consultant quarterly, in accordance with the hourly payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This is a time and materials compensation Agreement, including the one-time re-brand compensation during the first year of the Original Term. Any terms in Exhibit B other than the scope of work to be performed, payment rates and schedule of payment are null and void. Unless additional payment is approved in writing by City, the annual compensation due Contractor shall not exceed \$109,088.00. Separately and in addition thereto, compensation for the one-time re-brand of Upland Today News Magazine during the first year of the Original Term shall not exceed \$2,982.00.

3.2.2 Payment of Compensation. Contractor shall submit to City a quarterly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3. Reimbursement of Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City. 3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform

3.2.4 Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. The City Manager may approve Extra Work up to ten percent (10%) of the amount of the Agreement but in no event more than a total of fifty thousand dollars (\$50,000.00). Any Extra Work in excess of this amount shall be subject to approval by the City Council. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative. .

### **3.3 Responsibilities of Contractor.**

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services

under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance

(a) PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits..

### 3.3.2 Schedule of Services/Time for Performance.

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

(b) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A "Force Majeure Event" shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

(c) Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made

to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.3.4 City's Representative. City hereby designates Jessica Escoto, or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

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

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

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

3.3.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary

to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.9 Insurance.

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

(b) Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

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

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

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

(c) Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by City to add the following provisions to the insurance policies:

(1) Commercial General Liability: (1) Additional Insured: City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial

General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

(e) Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

(g) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

(k) Additional Insurance Provisions

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

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

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

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

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

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

(l) Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing

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

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

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

3.4.1 Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1

shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.4.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

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

### **3.5 Termination of Agreement.**

3.5.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

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

### **3.6 Indemnification.**

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor,

its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its officials, employees, agents and volunteers.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. Option to renew for two (2) years.

#### **3.7.2 Independent Contractors and Subcontracting.**

(a) Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by City as set forth in Section 3.7.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

(b) Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of

further independent contractors, subcontractors or subconsultants without City's prior written consent.

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

**Contractor:**

Geographics  
4178 Chestnut Street  
Riverside, CA 92501  
Nicole Beale

**City:**

City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786  
Attn: Recreation and Community Services Manager

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

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

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

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

3.7.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

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

3.7.9 City's Right to Employ Other Contractors. City reserves the right to employ other contractors in connection with this Project.

3.7.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

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

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

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

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

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

3.7.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business

enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

3.7.21 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.7.22 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

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

**[SIGNATURES ON FOLLOWING PAGE]**


**SIGNATURE PAGE FOR AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE CITY OF UPLAND AND  
GEOGRAPHICS**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF UPLAND**

**Geographics**


*Approved By:*

DocuSigned by:  
  
\_\_\_\_\_  
Michael Blay  
City Manager


*Attested By:*

DocuSigned by:  
  
\_\_\_\_\_  
Keri Johnson  
City Clerk

*Approved as to Form:*


Signed by:  
  
\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**[If Corporation, TWO SIGNATURES,  
President OR Vice President AND  
Secretary OR Treasurer REQUIRED]**

Signed by:  
By:   
\_\_\_\_\_

Its: Partner \_\_\_\_\_

Printed Name: Nicole Beale

Signed by:  
By:   
\_\_\_\_\_

Its: Managing Partner \_\_\_\_\_

Printed Name: Lisa van Olden

**EXHIBIT “A”**

<b>Fall 2025</b>	
Story Conference with City	week of 12/2
Story Info/Drafts to Geographics	6/25
Recreation and Library Information to Geographics	6/25
Geographics contacts departments for article detail	6/25
Geographics prepares first draft	6/30-7/7
City Review - draft #1	7/8
Revisions by Geographics	7/14-7/17
City Review - draft #2	7/21-7/24
Revisions by Geographics	7/25-7/31
City Review - draft #3	7/31-8/7
Revisions by Geographics	8/7
Final sign off by City	8/11
Final Art to Printer	8/11
Printing	8/14-8/19
To Mailhouse	8/19
Deliver to Post Office	8/21
Mailed to Residents	8/22
Registration Starts	9/2

<b>Winter 2025</b>	
Story Info/Drafts to Geographics	9/23
Recreation and Library Information to Geographics	10/7
Geographics contacts departments for article detail	9/23-10/3
Geographics prepares first mockup	10/7-10/11
City Review - draft #1	10/14-10/18
Revisions by Geographics	10/21-10/23
City Review - draft #2	10/23-10/28
Revisions by Geographics	10/28-10/31
City Review - draft #3	10/31-11/4
Revisions by Geographics	11/4
Final sign off by City	11/6
Final Art to Printer	11/7
Web PDF File	11/7
Printing	11/7-11/12
To Mailhouse	11/12
Deliver to Post Office	11/14
Mailed to Residents	11/15
Registration Starts	12/1

# PROPOSED PROJECT APPROACH

## 01. Consultation/ Scheduling



**3-4 HOURS**

Our first meeting will set the foundation for the creative process. Through idea sharing and feedback, we'll refine the direction and create a creative brief. We'll explore key messaging, develop objectives, detail the project's parameters, content and theme, budget, timeline, and outline preliminary design concepts. Once the project parameters are established, the project manager creates a calendar outlining goals and requirements for both the client and Geographics for the year.

## 03. Design



**38 HOURS**

Our approach to print design ensures a visually compelling and accessible final product. We focus on:

- **Typography** Clear, legible typefaces with proper hierarchy for readability.
- **Design & Layout** Thoughtful composition that enhances visual flow and engagement.
- **ADA Compliance** Adherence to accessibility standards.
- **Color Contrast** Strategically chosen color schemes to enhance readability and accessibility.

Each design is carefully crafted to balance aesthetics with functionality, delivering a polished and effective printed piece.

## 02. Concept | Content



**28 HOURS**

The initial development and design of the piece begins. Two to three concepts will be presented, based on the specific needs and requirements of the project.

We leverage form, color theory, texture, graphic elements, and demographic and psychographic analysis to create emotional connections.

## 04. Delivery



**2-4 HOURS**

Before production, we conduct a thorough review of the final files to ensure style and graphic accuracy. This includes:

- **Pre-Press Check:** Verification of ink coverage, bleeds, resolution, and other technical specifications.
- **Error Review:** A detailed check to ensure all elements are correct and meet quality standards.
- **Delivery & Packaging Confirmation:** Coordination of shipping details to ensure accurate and timely delivery.
- **Digital PDF Version:** A high-quality PDF is provided for your use, whether as a standard document or formatted with HTML code for an interactive flipbook on your website.

Our process guarantees a polished final product, both in print and digital formats.

**APPENDIX C**

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Nicole Beale, being first duly sworn, deposes and says  
(Name of Affiant)

That he is partner of Geographics  
(Title) (Name of Proposer)

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

The provisions of this Affidavit shall not be held as disqualifying a person, firm, or corporation who has submitted a sub-proposal to one proposer from submitting separate sub-proposals or quoting prices for material or work to other proposers.

Nicole Beale Partner  
(Signature) (Title)

Nicole Beale  
(Type or Print Name)

**California All-Purpose Acknowledgment**

State of California  
County of RIVERSIDE

On 18th Feb 2025 (date), before me, LAWANDA ROY

(Insert name and title of the officer), personally appeared NICOLE MARIE BEALE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature

[Handwritten Signature]



**EXHIBIT “B”**

**DESIGN BUDGET/SCHEDULE OF PAYMENT**

**Cost Proposal — Per Issue** Taxes not included

The following costs represent not-to-exceed amounts as defined by the scope of work. Certain items may vary based on the City’s requirements—for example, postage rates are expected to change during the contract period, and photography costs will fluctuate depending on the needs of each issue. An itemized invoice will be provided after each issue.

**Design Proposal**

40 page self-cover, 8.125"x10.375

<b>Project Management</b> 2 hours @ \$108/hour	<b>\$216</b>
<b>Copywriting</b> 7 hours @ \$108/hour	<b>\$756</b>
<b>Full Design &amp; Layout of Guide</b> 38 hours @ \$85/hour	<b>\$3,230</b>
<b>3 Rounds of Revisions</b> 28 hours @ \$85/hour	<b>\$2,380</b>
<b>Photography (if needed)</b> @ \$115/hour	<b>\$0</b>
<b>Stock Photography/Illustration</b> various images/unlimited*	<b>\$0</b>
<b>Pre-Press/Final Art</b> 2 hours @ \$85/hour	<b>\$170</b>
<b>PDF and HTML Flipbook created for publication on City website</b>	<b>\$150</b>
	<b>\$6,902</b>

The estimated hours are based on actual recorded time, averaged over a two-year period.

**Print | Mail Proposal**

**45# all gloss**

**Quantity: 30,750**

*Note: quantity change: to only include residents and 500 to City offices.*

40 pages | 8.125"x10.375"

<b>Printing</b>	<b>\$12,527</b>
<b>Mail Services</b> simplified mailing, leftovers to designated locations in Upland	<b>\$924</b>
<b>Approx. Postage</b>	<b>\$6,919</b>
	<b>\$20,370</b>

**Per Issue Costs**

(Design/Printing/Mailing/Postage)

<b>Design</b>	<b>\$6,902</b>
<b>Printing &amp; Bindery</b> (existing parameters)	<b>\$12,527</b>
<b>Mail Services</b>	<b>\$924</b>
<b>Postage (approx.)</b>	<b>\$6,919</b>
	<b>\$27,272</b>

Taxes not included

Per-Year Costs (Includes 4 issues)

(Design/Printing/Mailing/Postage)

Total: \$109,088 yearly

**EXHIBIT “B” (CONT.)**

**REBRAND BUDGET**

To begin the development process for the masthead, we will explore examples from other communities taking away elements and strategies that are successful. With over 100 years of history, Upland has a rich visual legacy. We will carefully review both historical and contemporary visual resources to select elements that best reflect the City’s identity. Additionally, we will assess materials currently in development for Upland’s marketing efforts and collaborate with staff to determine their most effective use.

**UPLAND TODAY New Design SCHEDULE**

Fall 2025	
present new designs	week of 6/9
Upland chooses design	6/12-6/16
Geo finishes formative pages	6/16-6/26
Upland provides Fall content (City & Rec)	6/25-6/30
Geo inputs Fall content,creates first draft	6/30-7/7

**Cost Proposal**

*One-Time Re-brand of Upland Today*

<b>Coordination/Meetings</b> 4 hours @ \$108/hour	<b>\$432</b>
<hr/>	
<b>2 Design Choices</b> (cover and 1 City spread, 1 Recreation spread) 28 hours @ \$85/hour	<b>\$2,380</b>
<hr/>	
<b>2 Rounds of Revisions</b> 2 hours @ \$85/hour	<b>\$170</b>
<hr/>	
	<b>\$2,982</b>

**EXHIBIT "B" (CONT.)**

**FEE SCHEDULE**

Graphic Design	\$85/hr
Graphics Production	\$85/hr
Illustration	\$85/hr
Project Management/Coordination	\$108/hr
Content Development/Copywriting	\$108/hr
Photography/Multimedia Production	\$108/hr
Stock Photography-Basic	Free*-\$4 per photo
Stock Photography-Special	\$40 per photo
Digital Imaging: Photo Processing/Digital Handling	\$85/hr
Web Development and Programming	\$139/hr

No additional charges for telephone consultation, overtime and rush requests.  
Hourly rates are billed in 15-minute increments.

Terms: Net 45

\* *Geographics has a generic library of stock photos for images that are available to current clients. These items must not be extracted, reproduced or used in any other way. Some images may not be available and may need to be purchased for a price.*