

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH HR&A ADVISORS
TO PROVIDE ECONOMIC DEVELOPMENT STRATEGIC PLAN CONSULTING SERVICES**

This Agreement is entered into effective as of February 4, 2025 (“Effective Date”)¹ by and between the City of Chula Vista, a chartered municipal corporation (“City”) and HR&A Advisors, an S Corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, City requires outside professional consulting services to assist in developing an Economic Development Strategic Plan; and

WHEREAS, in order to procure these services City solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.110, received eight proposals, and selected HR&A Advisors as the most qualified amongst those submitting; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

¹ If City Council approved, insert date of City Council approval. Otherwise, insert a date no later than date Consultant’s work commences.

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (“Additional Services”). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 5 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City’s information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and

personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate, subject to Sections 6.1 and 6.2 of this Agreement, when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Consultant.

2.5 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of

this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Consultant’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words

“will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall timely and fully protect, defend, reimburse, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the foregoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity

obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant's own cost, expense and risk, and with counsel approved in writing by City, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations Not Limited or Modified. Consultant's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs and fees City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

5. CONFLICTS OF INTEREST

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

5.3 Levine Act. California Government Code section 84308, commonly known as the Levine Act, prohibits public agency officers from participating in any action related to a contract if such officer receives political contributions totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific

contract. In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit D, incorporated into the Agreement by this reference.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all “Work Product” (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California. Consultant hereby waives any right to remove any action from San Diego County as may otherwise be permitted by California Code of Civil Procedure section 394.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant’s unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents ("Consultant Related Individuals"), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

HR&A ADVISORS

CITY OF CHULA VISTA

BY: _____
DESMOND HUNTE
Chief Finance and Operations Officer

BY: _____
JOHN MCCANN
MAYOR

ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY: _____
Marco A. Verdugo
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Kevin Pointer, Principal Economic Development Specialist
276 Fourth Avenue
Chula Vista, CA 91910
619-691-5248
kpointer@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:

HR&A ADVISORS

Judith Taylor, Partner
310-882-0356
jtaylor@hraadvisors.com

For Legal Notice Copy to:

Judith Taylor, Partner
700 S. Flower Street, Suite 2995
Los Angeles, CA 90017
310-882-0356
jtaylor@hraadvisors.com

2. Required Services

A. General Description:

Consultant will create an economic development strategic plan focused on building and growing a thriving, equitable, and inclusive economy.

B. Detailed Description:

Task 1: Project Kickoff, Data Review, and Ongoing Project Management

Task 1.1: Project Kickoff

Conduct a kickoff meeting, addressing/identifying the following, at minimum:

- Project goals;
- Demographic, economic, and market metrics to be included in analysis;
- Additional data sources, if any;

- Stakeholders to be engaged with;
- Key stakeholders and City staff;
- Programs to be considered in the SWOT analysis; and
- A schedule for interim progress meetings and presentations.

Prior to the meeting, the HR&A project team will provide a proposed agenda for the meeting, and later provide a more detailed work plan and request for any additional data needed to pursue subsequent tasks.

Task 1.2: Data Request and Review of Existing City Plans, Reports, Strategies, and Tools

Review all readily available plans, data analyses and strategy documents to ensure familiarity with Chula Vista’s economic trajectory, significant achievements, and any recommended interventions that have surfaced to date.

Task 1.3: Advisory Committee

The HR&A team will leverage its knowledge of regional and community players and political dynamics to work collaboratively with the City to assemble a project Advisory Committee.

Advisory groups complement the role of the client team, working to ensure HR&A’s work 1) stays accountable to City goals, 2) is inclusive of the voices and perspectives of those that will be most affected by HR&A’s plan and those that will be charged with its implementation, and 3) is reflective of and responsive to the on-the-ground economic realities of Chula Vista’s diverse communities.

HR&A will consult the Advisory Committee throughout the strategic planning process to ensure transparency, build consensus on core opportunities and challenges, and help develop and refine recommendations and plans for implementation. HR&A will meet with the Advisory Committee three to four times over the course of the strategic planning process and will finalize the schedule of meetings as part of this initial task.

Task 1.4: Develop Engagement Plan

Immediately following project kickoff, HR&A will develop a high-level engagement plan in consultation with the City of Chula Vista team. The plan will include, among others:

1. **Engagement goals:** To ground this work, HR&A, in consultation with the City, will first define what a successful engagement process should accomplish, recognizing that focus is on economic stakeholders.
2. **Audience:** HR&A will review the preliminary list of target stakeholders to identify any gaps in priority economic organizations to ensure that we are hearing from traditionally underrepresented populations. In addition to the stakeholders listed in the RFP, HR&A will pay special attention to engaging the business community in Chula Vista. To ensure that HR&A is connecting with a wide swathe of businesses and business leaders, HR&A will conduct 1-3 introductory conversations with business associations or service providers, such as the Chula Vista Chamber of Commerce and the Downtown Chula Vista Association. The purpose of these is to share HR&A’s work process, build rapport, and identify other stakeholders.
3. **Engagement activities:** HR&A will facilitate meetings in both English and Spanish, and secure additional translation services as needed to remove barriers to participation. For each of the audiences identified above, HR&A will recommend engagement activities and techniques tailored toward each. This may include, among others:

- o Focus groups: Facilitated small-group conversations offer participants safe spaces to share their experience and ideas in the languages that they feel most comfortable in.
 - o 1-on-1 interviews: Interviews with stakeholders who prefer to engage through direct conversations in a setting that is most convenient for them.
 - o Surveys: An online questionnaire to gather input from the broader Chula Vista community. HR&A will seek City support to share the questionnaire with businesses in the city (possibly from business license data) and to compensate or provide a prize for survey respondents.
4. **Timeline:** HR&A will include a timeline illustrating the sequencing and length of each engagement activity and community tactic, including report-outs to participants post-engagement.
 5. **Tracking:** HR&A will share its approach to ensure representation from diverse communities in the region, what they will learn from the engagement, and how this will be synthesized and translated into the unified economic development strategic vision.
 6. **Additional engagement considerations:** HR&A will propose tactics to raise awareness within the broader public beyond the target communities identified above, as well as tactics to build and maintain momentum among engaged groups.

HR&A will work with the City to finalize the specific engagement strategy.

Task 1.4: Ongoing Project Management

HR&A will conduct a regular status meeting with the client every three weeks virtually. HR&A will prepare meeting agendas in advance. In these meetings, HR&A will review progress, discuss outstanding issues, and identify next steps and ongoing responsibilities. HR&A's workplan and schedule will guide this effort, and HR&A will maintain regular intra-team communication to ensure coordination and collaboration across work streams.

Task 1 Deliverables:

1. Kickoff Meeting Agenda & Summarized Meeting Notes
2. Project Work Plan
3. Data and Documents Request
4. Agendas for bi-weekly meetings
5. Synthesis of relevant County plans, organizational structure, roles and responsibilities, and available tools for economic development to be included in Task 2 existing conditions presentation

Task 2: Assessing Existing Conditions

Task 2.1: Demographic and Economic Analysis

Review existing demographic, socioeconomic, and employment data, labor force characteristics, sales tax revenue, and other pertinent economic and market data and studies, with a specific focus on racial and economic equity and barriers to opportunity in low-income business and neighborhood districts. HR&A's analysis will include the following components:

1. Demographics
2. Workforce

3. Industry
4. Small Businesses
5. Real Estate Market

The Demographic & Economic Sector analysis will compare this data to both peer cities and aspirational cities in order to identify – and quantify if possible – Chula Vista’s competitive advantages and weaknesses.

Task 2.2: SWOT Assessment

HR&A will conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of Chula Vista and in the context of the San Diego region, focusing on its economic development capacity, growth trajectory, and competitiveness. This assessment will inform the unified vision developed in Task 3. This assessment will also be critical to developing actionable recommendations with clear accountability structures in Task 4.

Task 2 Deliverables:

1. Existing Conditions Briefing Book
2. SWOT Briefing Book

Task 3: Engagement and Visioning

Task 3.1: Stakeholder Engagement Visioning Sessions

The HR&A Team will facilitate up to 12 individual meetings or, where it is more practical, focus group meetings (up to 3), that include key stakeholders.

The HR&A team anticipates that each meeting will have a targeted audience so that content can be tailored to best reflect their roles and interests. HR&A will facilitate virtual meetings. HR&A will facilitate meetings in both English and Spanish, and secure additional translation services as needed to remove barriers to participation.

During the focus groups, HR&A will present the existing conditions and SWOT analysis and will facilitate interactive discussion to solicit feedback on the City’s needs and opportunities. The HR&A team will use engaging tools to allow respondents to participate such as smartphone polls and surveys, creative brainstorming activities, and small group discussion. For each focus group, HR&A will prepare a presentation and facilitation guide, engagement activities, and summarized meeting notes that archive participant input. For each interview, HR&A will prepare an interview guide and summarized meeting notes.

Task 3.2: Visioning Workshop

Following completion of engagement activities, HR&A will conduct a visioning workshop with the Client Team and Advisory Committee to translate insights from stakeholder engagement and our initial existing conditions analysis in Task 2 into a forward-looking vision, underpinned by key priorities, for the next five to seven years. In this workshop, HR&A will facilitate the discussion in three parts.

1. **Narrative Building.** Based on insights gathered from previous tasks, develop a narrative of what makes the City unique and what opportunities it is uniquely positioned to take advantage of.
2. **Vision Statement.** Refine a shared Vision Statement that the City can rally behind. It will also serve as the North Star for the rest of the project to guide goal setting, strategy development, and implementation planning in support of this vision.

3. **Strategic Objectives.** Develop a set of economic development goals and priorities as pillars in support of the vision. These goals should be ambitious and forward-looking while grounded in the current reality of the City as well as concrete priorities such as projects and planning efforts. This will build on the framework established by the Advisory Committee with a focus on small business assistance, tourism, regional competitiveness, business ecosystem support, targeted industry analysis, and workforce development.

Task 3.3: Unified Economic Development Strategic Vision

After this workshop, HR&A will translate the priorities and perspectives of the Client Team, the optional Advisory Committee (if applicable), and Chula Vista stakeholders into a unified mission and vision around which to organize the economic development entities and their work. This vision must be aspirational yet realistic, grounded in Chula Vista's current socioeconomic reality and tied to specific, measurable outcomes to ensure future accountability. Through future market fluctuations and unpredictable community wins or losses, these priority outcomes will guide future decision-making regarding City investments and operations.

Task 3 Deliverables:

1. Stakeholder Focus Groups Presentations and Summary Meeting Notes (up to 8)
2. Expert Interview Guides and Summary Meeting Notes (up to 5)
3. Visioning Workshop Presentation and Summary Meeting Notes
4. Draft Vision

Task 4: Strategic Vision and Action Plan Recommendations

Task 4.1 Best Practices and Case Studies

To better equip Chula Vista's economic development entities to respond to any gaps, misalignment, redundancies, or missed opportunities that surface in the Task 2 findings, the HR&A team will undertake best practices research. Specific areas of focus will be determined as a result of the Task 2 findings and Task 3 visioning and are likely to include structures for integrating functions and removing agency siloes, industry attraction strategies, resource allocation strategies that focus investments on equity, and practical solutions to navigating political, legal, and regulatory issues. The team will summarize these best practices in short, illustrative vignette case studies, with explicit discussion of how Chula Vista might wish to adapt the practice given the local political, regulatory, or market context.

Task 4.2: Strategic Action Plan Development

HR&A will develop detailed recommendations to guide the City's economic development investments. These recommendations will include an assessment of existing programs that the City should scale up, new programs that fill important gaps, and changes to the structure of how the organizations involved in Chula Vista's economic development must work together to support implementation. Each recommendation will include the lead organization responsible for implementation, metrics for evaluating success, and opportunities to integrate with other City efforts. These initiatives are likely to include the following:

1. **Policy Strategies.** Policies that may not involve additional cost or investment on the part of the City but could nonetheless improve the City's economy. These may include, for example, considerations of taxation, fees, prioritization of services, marketing of services, zoning, incentives, and commercial and residential displacement prevention.
2. **Ongoing Investments.** Strategies to strengthen the impact of ongoing City investments. The strategies will also consider investment in the City's organizational capacity to deliver economic development.

3. **Place-Based Investments.** Leveraging physical and capital investments to support the preservation and growth of major economic assets (such as transportation or energy infrastructure). Place-based investments may also include public realm and connectivity investments to improve key commercial corridors. HR&A will provide a public investment framework for other capital investments that can unlock economic growth.
4. **Equitable Development.** Targeted approaches to serve populations that are underserved by traditional methods of economic development.
5. **Real Estate Strategies.** Opportunities to activate underutilized City-owned real estate parcels to support economic development initiatives.
6. **Partnership Strategies.** Strategies to engage an ecosystem of public, private and institutional partners involved in planning, funding, and implementing economic development initiatives—including consideration of where public-private partnerships may be useful for gap-filling key roles.

Task 4.3: Strategic Action Plan Workshop

Following completion of Tasks 4.1 and 4.2, HR&A will facilitate a workshop with the Client Team and Advisory Committee to review a proposed list of Initiatives and the best practices that inform it. The workshop will allow the Client Team to provide feedback to refine and prioritize the list, and to provide any additional feedback that will inform the action plan.

Task 4.4: Final Recommendations and Action Plan

After confirming the final list of Initiatives, HR&A will prepare an Implementation Plan in sufficient detail that the document can serve as a guide and a roadmap for staff charged with implementation. The Implementation plan will cover the following:

1. **Timeline and Prioritization:** A prioritized list of initiatives based on their potential impact, feasibility, alignment with the shared vision and goals, and strength of collation and external support. This will also include mapping out initiatives along potential timeframes: near-term (0-2 years), medium-term (2-5 years), and long-term (5+ years).
2. **Roles & Responsibilities:** Assignment of responsibilities as appropriate for each initiative, and an initiative point person/organization supported by the Client Team and the Advisory Committee to create a set of performance metrics that the City should track to measure success and investment outcomes, including creative or non-traditional economic development metrics. Each action item included in the Implementation Plan will be tied to associated metrics.
3. **Funding and Resources:** High-level resource requirements such as order-or-magnitude budget, personnel allocation, strategic partnerships and alliances, or other resources necessary to support successful execution of each initiative.

Task 4 Deliverables:

1. HR&A will prepare the draft final briefing book. The Client will have up to 30 business days to provide up to two (2) rounds of edits.

3. **Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin February 5, 2025 and end on June 30, 2026 for completion of all Required Services.

4. **Compensation:**

A. **Form of Compensation**

Fixed Fee Paid in Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

Task No.	Description	Fee
1	Project Kickoff, Data Review, and Ongoing Project Management	\$54,000
2	Assessing Existing Conditions	\$81,000
3	Engagement & Visioning	\$58,000
4	Strategic Vision and Actin Plan Recommendations	\$79,000
Total		\$272,000

B. **Reimbursement of Costs**

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through June 30, 2026 shall not exceed \$272,000.

5. **Special Provisions:**

Permitted Sub-Consultants: None

Security for Performance: None

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for Insert Number of Terms additional one-year terms or Enter Specific Date Range for Terms (i.e., “January 1, 2027 through December 31, 2027 and January 1, 2028 through December 31, 2028”). The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to Insert Percentage of Increase or Actual Dollar Amount for each extension. The City shall give written notice to Consultant of the City’s election to exercise the extension via the Notice of Exercise of Option to Extend document.

Other: Section 2.3 of the Agreement is amended to add as the last sentence: “At the City’s discretion, invoices not timely submitted, defined as beyond six (60) days of the end of the month in which services were performed, may be subject to a penalty of up to five percent (5%) of the amount invoiced.” Section 7 is amended to add as the last sentence: “For clarity and the avoidance of doubt, the ownership referenced above pertains solely to Consultant’s written Work Product prepared pursuant to this Agreement and not to the underlying models, software, know-how, methodologies and technologies that Consultant utilizes in the

performance of its services. Such models, software know-how, methodologies and technologies (collectively, “Consultant Property”), included but not limited to any improvements and modifications made to Consultant Property in the performance of the Services, shall be and remain the sole and exclusive property of the Consultant.”

None

**EXHIBIT B
INSURANCE REQUIREMENTS**

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: NONE

EXHIBIT C
CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act² and the Chula Vista Conflict of Interest Code³ (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.⁴

A. Consultant will not exert influence over the official or contracting decisions of City and is therefore EXCLUDED⁵ from disclosure.

B. Consultant **WILL** exert influence over the official or contracting decisions of City and their disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the consultant shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Kevin Pointer

2 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

3 Chula Vista Municipal Code §§2.02.010-2.02.040.

4 Cal. Gov. Code §§53234, *et seq.*

5 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

EXHIBIT D
CONSULTANT LEVINE ACT DISCLOSURE

California Government Code section 84308, commonly referred to as the Levine Act, prohibits any City of Chula Vista Officer⁶ (“Officer”) from taking part in decisions related to a contract if the Officer received a political contribution totaling more than \$500 within the previous twelve months, and for twelve months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. The Levine Act does not apply to competitively bid, labor, or personal employment contracts; contracts valued at under \$50,000; contracts where no party receives financial compensation; or contracts between two or more agencies.

- A. The Levine Act (Govt. Code §84308) DOES NOT apply to this Agreement.
- B. The Levine Act (Govt. Code §84308) does apply to this Agreement and the required disclosure is as follows:

Current Officers can be located on the City of Chula Vista’s websites below:

- Mayor & Council - <https://www.chulavistaca.gov/departments/mayor-council>
- City Attorney - <https://www.chulavistaca.gov/departments/city-attorney/about-us>
- Planning Commissioners – www.chulavistaca.gov/pc
- Candidate for Elected Office – www.chulavistaca.gov/elections

1. Have you or your company, or any agent on behalf of you or your company, made political contributions totaling more than \$500 to any Officer in the 12 months preceding the date you submitted your proposal, the date you completed this form, or the anticipated date of any Council action related to this Agreement?

- YES: If yes, which Officer(s): Click or tap here to enter text.
- NO:

2. Do you or your company, or any agent on behalf of you or your company, anticipate or plan to make political contributions totaling more than \$500 to any Officer in the 12 months following the finalization of this Agreement or any Council action related to this Agreement?

- YES: If yes, which Officer(s): Click or tap here to enter text.
- NO:

Answering yes to either question above may not preclude the City of Chula Vista from entering into or taking any subsequent action related to the Agreement. However, it may preclude the identified Officer(s) from participating in any actions related to the Agreement.

⁶ “Officer” means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. [GC § 84308](#)