

**CITY OF CHULA VISTA  
CONSULTANT SERVICES AGREEMENT**

This Agreement, dated as of June 17, 2025 but not effective until June 30, 2025 (“**Effective Date**”) is being entered by and between the City of Chula Vista, a chartered municipal corporation (“**City**”) and Accela, Inc., a Delaware corporation (“**Consultant**”) (collectively, the “**Parties**” and, each individually, a “**Party**”) with reference to the following facts:

**RECITALS**

A. **WHEREAS**, the City has identified a critical need to upgrade its IT infrastructure and logical organization to support its operations and services effectively.

B. **WHEREAS** Accela is the provider of certain software and software as services (“**SaaS**”).

C. **WHEREAS**, City requires Accela’s services and due to compatibility requirements has been using Accela’s software extensively as part of its Development Services Department.

D. **WHEREAS**, in order to procure these services Consultant was chosen based on Consultant’s unique qualifications, and on this basis, Consultant was awarded the contract on a “sole source” basis under the authority of Chula Vista Municipal Code Section 2.56.110.H.2 as it has been determined that the competitive bid process is impractical and that the City’s best interest is materially better served by applying an alternative purchasing procedure.

E. **WHEREAS**, accordingly, the City Council may award this contract utilizing alternative procedure consistent with best purchasing practices.

F. **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.]**

## 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 this Agreement by this reference, within the time frames set forth therein. The term “**Required Services**” as used in this Agreement shall have the meaning set forth in Exhibit A.

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 the applicable exhibit, 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 the applicable exhibit, “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 this Agreement 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. The parties acknowledge and agree that Exhibit A Section 5 does not indicate the need for Consultant to provide additional security for performance of its duties under this Agreement.

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 and applicable City’s policies. In compliance with Consultant’s obligations under StateRAMP, City shall be required to execute a non-disclosure agreement, substantially in the form attached hereto as Exhibit E prior to Consultant furnishing to City copies or summaries of any third-party security audit reports. Accela is a sensitive technology, as such, Accela shall be bound by the following provisions of the City’s privacy policy:

a. Accela may not sell or allow unauthorized third-party access to Sensitive Personal Information.

- b. Accela may not sharing data that includes Sensitive Personal Information owned or accessible by the City or a vendor except as necessary to provide the contracted service to the City.
- c. The City may terminate this Agreement and any purchase orders, statements of work or other agreements with Accela for cause in the event the Accela (inclusive of any of its personnel or other agents) violates any restriction on the sale or sharing of data or otherwise violates any individual privacy protections.
- d. Accela may only collect data that is necessary to provide the Services.

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

1.9 Subcontractors. Reserved .

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 and the applicable Order. Standard terms for billing and payment are set forth in this Section 2. Notwithstanding anything to the contrary, fees for Subscription Services (as defined in the Subscription Services Agreement (as such term is defined in Exhibit A)) shall be invoiced annually in advance, such fees shall be due and payable on the first day of the Subscription Period (as such term is defined in the Subscription Services Agreement) and on each anniversary thereafter for each renewal, if any, and such fees are not subject to refund or acceptance. Notwithstanding anything stated to the contrary in this Agreement, the Enhanced Reporting Database (“**ERD**”) services are cancelable, and as such, the ERD fees for years 2, 3, 4, and 5 for will only become due and payable (and invoiced annually) if City elects to continue such ERD services in such years.

2.2 Detailed Invoicing (for Additional Services). 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 applicable SOW for such Additional Services. 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 for Required Services and, in regard to Professional Services, confirmation that the Professional 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 the applicable exhibit related to the Required Services 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. If and as applicable, City may retain ten percent (10%) of the amount due for Professional Services detailed on each invoice (the “**holdback amount**”). Upon City's Acceptance, the holdback amount will be issued to Consultant. For purposes of this Section 2.4, “**Acceptance**” shall mean the earlier of (i) City's acceptance of the Professional Services or (ii) 90 days after Project Go-live.

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 the applicable exhibit related to the Required Services. 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 Required Services or Additional Services fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) set forth in the documents referenced in Exhibit A under Section 4, subsections A(1) and (2). 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 gross negligence or 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 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-VII 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-VII. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Reserved.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to general liability and automobile, specified as required in Exhibit B. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant's insurance ; 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. Prior to the effective date of any cancellation of any Required Insurance policy,

Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant's General Liability, Auto Liability, and Workers Compensation insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement.

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, evidence of all Required Insurance coverage (not policies) in the form of certificates (ACORD) and copies of all therein legal terms, conditions and restrictions related to such required coverages.

3.10 Claims Made Policy Requirements. If General Liability and/or Errors & Omissions and/or Cyber 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 three (3) 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 Reserved.

3.13 Special Risks or Circumstances. City reserves the right to request Contractor to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### 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 third party claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to tangible property or persons, including wrongful death, in any manner to the extent arising out of or incident to any alleged grossly negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, to the extent arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement,

so long as City provides: (a) Consultant notice of such claim as soon practical and in no event later than would reasonably permit Consultant to respond to such claim, (b) reasonable cooperation to Consultant in the defense and/or settlement of such claim and (c) Consultant the sole and exclusive control of the defense, litigation and settlement of such claim. 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. **Notwithstanding anything stated to the contrary in Section 4.1 (General) above:**

a. The word “tangible” as used in Section 4.1 above, shall in no way negate, reduce, narrow, or modify Consultant’s indemnification obligations as set forth in Section 7 (Indemnification) of the Subscription Services Agreement.

b. Section 8 (Limitation of Liability) of the Subscription Services Agreement is hereby incorporated by reference in its entirety, and shall apply equally to Consultant’s liabilities as set forth in this Agreement.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, 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 pursuant to the obligations in Section 4.1 and those set forth in Section 7 of the Subscription Services Agreement. Subject to the limitations in this Section 4 and those set forth in the Subscription Services Agreement, 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 reasonable related legal expenses and costs incurred by any of them pursuant to the terms of this Agreement.

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, expand, or excuse any of Consultant’s other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all reasonable 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.

4.7 The Parties acknowledge and agree that there are no design professional services under 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 \$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. 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 materially perform the Required Services under this Agreement, in a proper or timely manner, and Consultant is responsible for such failure, or if Consultant shall materially violate any of its 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 thirty (30) 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 will be entitled to compensation for work performed prior to Consultant's receipt of the Default notice plus cure period; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work

6.2 Termination for Non-appropriation of City. City may terminate this Agreement, or any portion of the Required Services, prior to the anniversary of an annual Subscription Period for non-appropriation of funds by City by giving specific written notice to Consultant of such termination at least thirty (30) 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 notice plus any additional remaining Required Services requested or approved by City in advance that would maximize

City's value under the Agreement, plus any work performed (all the aforementioned at retail rates).

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. The Parties acknowledge and agree that there is no Work Product under this Agreement – all services and Deliverables are off-the-shelf. For the avoidance of doubt, notwithstanding anything stated herein to the contrary, the Parties hereby understand, acknowledge and agree that "Work Product" as used in this Section is not intended to and does not in any way include any of the Customer Data (as such term is defined in the Subscription Services Agreement).

## 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.

**(End of page. Next page is signature page.)**

**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.

Accela, Inc.

CITY OF CHULA VISTA

BY: \_\_\_\_\_  
Aaron Haggarty  
Chief Legal Officer

BY: \_\_\_\_\_  
Maria Kachadoorian  
City Manager

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Marco Verdugo  
City Attorney

\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

A. City Contract Administration:  
Director of Development Services  
276 4<sup>th</sup> Avenue Bldg B.  
Chula Vista, CA 91910  
Phone: 619-691-5101  
Email: DSD@chulavistaca.gov

**For Legal Notice Copy to:**  
City of Chula Vista  
City Attorney  
276 Fourth Avenue, Chula Vista, CA 91910  
Phone: 619-691-5037  
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:  
Andrew Chiang, Account  
Director  
9110 Alcosta Blvd, Suite H #3030;  
San Ramon, CA 94583  
(415) 572-3739  
achiang@accela.com

**For Legal Notice Copy to:**  
Aaron Haggarty, CLO  
9110 Alcosta Blvd, Suite H #3030, San  
Ramon, CA 94583  
Phone: 925-659-3200  
ContractsAdmin@accela.com

**2. Required Services**

- A. General Description:
1. Attached hereto and incorporated by reference herein as Exhibit A-1 is the Professional Services Statement of Work No. 1(hereinafter, as may be amended, supplemented or otherwise modified, inclusive of any “change orders” thereunder, the “**Professional Services SOW**”).
  2. Attached hereto and incorporated by reference herein as Exhibit A-2 is the Saas Order Form and Subscription Services Agreement (hereinafter, collectively, as each may be amended, supplemented or otherwise modified, the Subscription Services Agreement).
  3. As used in the Agreement, the “Required Services” shall mean: (i) the Professional Services, as defined in, and pursuant to and in accordance with the Professional Services SOW; and (ii) the Subscription Services (as defined in, and pursuant to and in accordance with the Subscription Services Agreement).
  4. As used in the Agreement, the “Additional Services” shall mean any other consulting services, as defined in and pursuant to and in accordance with any applicable consulting services order form.

**B. Detailed Description:**

1. Please refer to the Professional Services SOW for the full description of the Professional Services.
2. Please refer to the Subscription Services Agreement for the full description of the Subscription Services.

**Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin June 30, 2025 and end on June 30, 2030.

**3. Compensation:**

**A. Form of Compensation**

1. The form of compensation for the Professional Services shall be as set forth in Exhibit A-1.
2. The form of compensation for the SaaS Services shall be as set forth in Exhibit A-2.

**B. Reimbursement of Costs**

None.

**4. Special Provisions: CHECK ANY THAT APPLY OR SELECT “NONE,” AND DELETE ALL INSTRUCTIONS.**

Permitted Sub-Consultants: List Permitted Sub-Consultants or Indicate “None” NONE

Security for Performance: See City Attorney or Indicate “None” if Not Applicable 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 type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	<p>\$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</p> <p>Limits can be met with the combination of Commercial General Liability and Umbrella/Excess Liability policies.</p> <p>Additional Insured Endorsement or Blanket AI Endorsement for City*</p> <p>Waiver of Recovery Endorsement</p>	<p><i>*Must be primary and must not exclude Products/Completed Operations</i></p>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Code 8-Hired Code 9-Non Owned
<input type="checkbox"/>	Workers' Compensation Employer's Liability	<p>\$1,000,000 each accident</p> <p>\$1,000,000 disease policy limit</p> <p>\$1,000,000 disease each employee</p> <p>Waiver of Recovery Endorsement</p>	
<input type="checkbox"/>	Professional Liability (Errors & Omissions)	<p>\$2,000,000 each claim</p> <p>\$2,000,000 aggregate</p>	
<input type="checkbox"/>	Third-Party Cyber Liability Insurance	<p>\$2,000,000 each claim</p> <p>\$2,000,000 aggregate</p>	Coverage shall be sufficiently broad and shall include, but not be limited to, claims involving: infringement of intellectual property (not patent), including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of

			private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.
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Other Negotiated Insurance Terms: ENTER ANY ADDITIONAL TERMS OR “NONE”

## EXHIBIT C

### CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act<sup>5</sup> and the Chula Vista Conflict of Interest Code<sup>6</sup> (“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.<sup>7</sup>

- ☐ A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED<sup>8</sup> from disclosure.
- ☐ B. Consultant NOT a corporation or limited liability company and 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](http://www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code).)

Name	Email Address	Applicable Designation
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"/> <b>A. Full Disclosure</b> <input type="checkbox"/> <b>B. Limited Disclosure</b> ( <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"/> <b>C. Excluded from Disclosure</b>

#### 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: Enter City Staff Person’s Name**

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

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4<sup>th</sup> 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 Officer<sup>9</sup> (“Officer”) from taking part in decisions related to a contract if the Officer received a political contribution 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. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

- ☐ 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](http://www.chulavistaca.gov/pc)
- Candidate for Elected Office – [www.chulavistaca.gov/elections](http://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 \$250 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 \$250 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.

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<sup>5</sup> “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](#)

## EXHIBIT E

### ACCELA ONE-WAY NON-DISCLOSURE AGREEMENT

This One-Way Non-Disclosure Agreement (the "Agreement") is made and entered into as of the date last signed below (the "Effective Date") by and between Accela, Inc., a Delaware Corporation with offices at 9110 Alcosta Blvd, Ste H #3030, San Ramon, CA 94583 ("Accela" or "Disclosing Party") and the corporation identified in the signature block below ("Company" or Receiving Party").

**Purpose.** The Disclosing Party wishes to provide its non-public SOC2 report to the Receiving Party (the "Purpose").

1. "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly in writing, orally, or by inspection of tangible objects (i) that the Disclosing Party identifies as confidential or proprietary; or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information may also include confidential or proprietary information disclosed to the Disclosing Party by a third party.

2. Reserved.

3. Permitted Use. The Receiving Party may only use the Disclosing Party's Confidential Information in connection with the Purpose for the mutual benefit of both parties. The Receiving Party shall not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects that embody the Disclosing Party's Confidential Information. If the Receiving Party, or any of its representatives, is compelled by a court of law or other authority to disclose Confidential Information not permitted pursuant to applicable law, the Receiving Party shall provide the Disclosing Party written notice prior to undertaking any such reverse engineering, and shall give the Disclosing Party a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering. The Receiving Party shall reproduce the other party's proprietary rights and confidentiality notices on any copies, in the same manner in which such notices were set forth in or on the original.

4. Maintenance of Confidentiality. The Receiving Party will maintain the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. The Receiving Party will not disclose any of the Disclosing Party's Confidential Information to employees or to any third parties except to the Receiving Party's employees, professional advisors, or Affiliate's employees (for the Purpose herein, an Affiliate is a corporation that is controlled by, controlling or under common control of the party to this Agreement; and control shall mean ownership of fifty-one (51) percent or more of the stock, shareholder or voting rights in a corporation) who have a need to know such information in connection with the Purpose and have agreed to abide by non-disclosure terms at least as protective of the Disclosing Party's Confidential Information as those set forth herein (each of the foregoing a "Representative"). The Receiving Party is responsible for its Representatives' compliance with the terms and conditions of this Agreement.

5. Disclosure Required by Law. In the event the Receiving Party is required by law or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall promptly notify the Disclosing Party in writing of the existence, terms, and circumstances surrounding such required disclosure so that the Disclosing Party may seek a

protective order or other appropriate relief from the proper authority (unless the Receiving Party is prohibited from doing so by law). The Receiving Party shall cooperate with the Disclosing Party in seeking such order or other relief. If the Receiving Party is nonetheless required to disclose the Disclosing Party's Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible.

6. Term. This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of three (3) years. Notwithstanding any termination of this Agreement, all Confidential Information disclosed hereunder shall be protected in perpetuity.

7. No Obligation. Nothing herein shall obligate either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services or products, or to engage in any other business transaction. Each party reserves the right, in its sole discretion, to terminate the discussions concerning the Purpose at any time.

8. Ownership and Limited License. All of the Disclosing Party's Confidential Information shall remain the sole property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, trademark or other intellectual property right of the Disclosing Party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein. All grants to any right to use information (or software programs disclosure hereunder) shall be strictly a limited license for the Purpose.

9. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSING PARTY DOES NOT MAKE ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Return of Materials. All documents and other tangible objects containing or representing the Disclosing Party's Confidential Information and all copies thereof that are in the possession of the Receiving Party shall be promptly returned to the Disclosing Party or destroyed by the Receiving Party upon the Disclosing Party's written request.

11. Export Controls. Receiving Party agrees to comply fully with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations and export laws and regulations ("Export Controls"). Receiving Party agrees that it will not export, directly or indirectly, re-export, divert, or transfer the software, any portion thereof or any materials, items or technology relating to Disclosing Party's business or related technical data or any direct product thereof to any destination, company or person



restricted or prohibited by the Export Controls and Receiving Party represents that it is not such a company or person.

**12. Remedies.** Receiving Party agrees that its obligations hereunder are necessary and reasonable in order to protect the Disclosing Party and the Disclosing Party's business, and expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting bond.

**13. Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any suit to enforce

this Agreement shall be brought exclusively in San Francisco in the State of California and the parties hereby submit to the personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. In the event either party is required to issue a legal notice hereunder, it shall be sent by commercial overnight courier with a signed confirmed receipt to the address listed for each company herein and such notice shall be effective upon receipt. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution. Neither party may assign this Agreement without the express written consent of the other party, and any prohibited assignment shall be void; provided that either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of such party's assets except in the event that the proposed assignee is a competitor of the other party.

In witness whereof, Accela and Company have caused this Agreement to be executed by duly authorized representatives as of the dates set forth below.

ACCELA, INC.	COMPANY: City of Chula Vista
By: _____ <i>(Authorized Signature)</i>	By: _____ <i>(Authorized Signature)</i>
Name: Michael Gigliello	Name: _____
Title: Controller <i>(Print or Type)</i>	Title: _____ <i>(Print or Type)</i>
Date: _____	Date: _____
	Address: _____ _____