DATE: March 14, 2023

TO: Mayor and Council Members

FROM: Information, Technology, and Communications (ITC) Department

SUBJECT: Agreement with ETech Consulting, LLC for Accela Software Customization

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve a two-year agreement with ETech Consulting, LLC, for Accela software customization, in a total amount not to exceed $200,000. (ITC Fund)

BACKGROUND:
During Fiscal Year 2014-2015, the City of Inglewood (City) established an agreement with Accela. The purpose of this agreement was to automate important tasks such as permitting, inspections, code enforcement, and case management. Accela Automation is a web-based enterprise application that is citizen-centric and enhances the transparency of information across departments (Building and Safety, Code Enforcement, Planning, & Public Works), while improving efficiency.

DISCUSSION:
On October 1, 2022, the City approved a short-form agreement with E-Tech to begin the customization of Accela. Under this agreement, the public can now submit pre-sale applications online, and as of December 19, 2022, all Planning applications can be submitted online.

Unfortunately, the short-form agreement ended before the completion and operation of other online applications. Thus, a new agreement is needed to complete all remaining customizations. The new agreement includes Code Enforcement, Building and Safety, and Public Works online applications, and online payment processing. This agreement will help streamline application submittals and processing for the aforementioned departments and the public.

The City will contract with E-tech Consulting, LLC based on Inglewood Municipal Code Section 2.198.1 Exception to Competitive Bidding Requirement, which states the following:

(b) Standardization of Goods and/or Services. When goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the City, provided such purchases do not exceed the cost of two hundred fifty thousand dollars ($250,000.00). Examples of items lending themselves to standardization are computer equipment, computer hardware and software products, public safety equipment such as ammunition, ballistic vests, light bars, mobile radios, camera systems and fire apparatus.
The attached quote in the amount of $80,000 will cover the current project and an additional $200 per hour for any add, move, change or modification thereafter.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Sufficient funds, in the amount of $200,000, are available in the Fiscal Year 2022-2023 Budget under Account Code No. 125.024.2440.44824.00 (ITC Fund-ITC-Systems Analysis & Implementation-Contract Services-ITC).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Scope Work/ Quote for Services
Attachment No. 2 – Insurance
Attachment No. 3 – City Agreement

PREPARED BY:
Matthew Chambers, ITC Director

COUNCIL PRESENTER:
Matthew Chambers, ITC Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: Matthew Chambers, ITC Director

CITY MANAGER APPROVAL: Artie Fields, City Manager
Quote for Services

This document defines the scope of work to be provided to City of Inglewood, CA. This document may be refined, modified, cancelled, and/or terminated in whole or in part by mutual agreement.

Description

ETech Consulting will provide annual professional services, guidance, and support for the Accela Civic Platform product(s). Specific tasks may include but are not limited to configuration, scripting, customization, report development, interface development, training, change/release management, and technical support of the Accela Civic Platform.

Assigned Personnel

- Emmett Wylam
- Jen Schillo
- Erich von Trapp
- Georgiy Sichinava

Project Schedule

- Blake Ashford
- January 1, 2023-December 31, 2023

Assumptions

- The city will provide Subject Matter Experts (SMEs) to assist in gathering and refining requirements
- The city staff will perform User Acceptance Testing and approval prior to configuration release to Production
- The city staff will provide technical support while migrating configurations to the City’s production environment.
- The scope of work is limited to maintenance and continuous modifications to existing configuration and does NOT include implementation of new modules/components
- The proposed professional services package includes up to 40 hours of professional services per month
- Up to 40 hours can be rolled over to the following month, with no month exceeding a total of 80 hours.
- Statements specifying hours utilized as well as balance will be sent out on a monthly basis (or at the request of the customer)
- Additional work beyond hours available in each month will be billed at an hourly rate of $200/hour
- Hours used for project management, program management (i.e. attending meetings, review/discussions sessions etc.) would count towards the monthly allotted hours.
- ETech Consulting, LLC will assist with documentation and communication of Accela Support related issues.
- ETech Consulting, LLC is not responsible for delays caused by the Accela environment or Accela support.

Deliverables

Developing, implementing, configuring department reports using SSRS, creating, modifying scripting customization, expression and ASI configuration, API troubleshooting interfacing with the Accela Civic Platform.

Compensation

Compensation will be based on a fixed fee of $80,000 for the 2023 calendar year. Any work beyond 40 hours per month will be billed based on a time and materials. Any hours that exceed 40 hours (or the agreed upon subscription total) will be charged at ETech’s standard rate of $200/hr. Hours are not transferable from month to month.

Payment Terms

Invoicing shall be submitted upon contract execution. Payment to ETech Consulting, LLC shall be mailed or made via ACH within thirty (30) days of receiving the invoice. If the thirty (30) day period falls on a weekend or holiday, payment shall be issued the following business day.

Expenses Covered

- None

Work Location

- Remote
Service Estimate

ETech Consulting, LLC
160 Liberty Street NE
Suite 111 Mezzanine
Salem, OR 97301

Date: November 14, 2022

To:

City of Inglewood, CA
Attn: Francine Jackson
1 W Manchester Blvd
Inglewood, CA 90301

Service Description
ETech Consulting will provide up to 40 hours per month of professional services related to but not limited to developing, implementing, configuring department reports using SSRS, creating, modifying scripting customization, expression and ASI configuration, API troubleshooting interfacing with the Accela Civic Platform.

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<th>Item</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
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<tr>
<td>Accela Professional Services – Annual 40</td>
<td>1</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$80,000</td>
</tr>
</tbody>
</table>

Thank you for your business!

ETech Consulting, LLC

Signature
Name
Title
Date

City of Inglewood, CA

Signature
Name
Title
Date
Attachment 2
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Bliss Sequoia Insurance
P.O. Box 826
Salem OR 97308

INSURED
Etech Consulting LLC
3445 Torrey Pines Dr S
Salem OR 97302

CONTACT
NAME: Wauneta Ohnmacht
PHONE: (503) 364-5401
FAX: (503) 364-5409
EMAIL: wauneta@blissinsurance.com

INSURER(S) AFFORDING COVERAGE
NAC #
INSURER A: Travelers Casualty Insurance Company of America
19046
INSURER B: Rated by multiple CO
00914
INSURER C: Hartford Insurance
INSURER D:
INSURER E:
INSURER F:

COVERAGE NUMBER: 22-23
REVISION NUMBER:

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

INSTR. LTR. TYPE OF INSURANCE ADD'N SUBW. POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXPIRY (MM/DD/YYYY) LIMITS
A COMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR 680427373315 04/17/2022 04/17/2023 EACH OCCURRENCE: $2,000,000 DAMAGE TO RENTED PREMISES (Ex cl. occurrence) $300,000 MED EXP (any one person) $5,000 PERSONAL & ADJ INJURY $2,000,000 GENERAL AGGREGATE $4,000,000 PRODUCTS - COMP/OP AGG $4,000,000
AUTO MOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY 680427373315 04/17/2022 04/17/2023 COMBINED SINGLE LIMIT (Ex accident) $1,000,000 BODILY INJURY (per person) $1 BODILY INJURY (Per accident) $1 PROPERTY DAMAGE (per accident) $1 EACH OCCURRENCE: $1 AGGREGATE: $1
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Yes, describe below DESCRIPTION OF OPERATIONS below Y/N N/A 52WEC0016YPO 04/17/2022 04/17/2023 E.L. EACH ACCIDENT $1,000,000 E.L. DISEASE - EX EMPLOYED $1,000,000 E.L. DISEASE - POLICY LIMIT $1,000,000
CERTIFICATE HOLDER
City of Inglewood
PO Box 6500
Inglewood CA 90301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
c. Method Of Sharing
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
d. Primary And Non-Contributory Insurance If Required By Written Contract
If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:
(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed; subsequent to the signing of that contract or agreement by you.
5. Premium Audit
a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
6. Representations
By accepting this policy, you agree:
a. The statements in the Declarations are accurate and complete;
b. Those statements are based upon representations you made to us; and
c. We have issued this policy in reliance upon your representations.
The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.
7. Separation Of Insureds
Except with respect to the Limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or "suit" is brought.
8. Transfer Of Rights Of Recovery Against Others To Us
If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
9. When We Do Not Renew
If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.
If notice is mailed, proof of mailing will be sufficient proof of notice.
SECTION V - DEFINITIONS
1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Employees – Supervisory Positions
D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
G. Blanket Additional Insured – Broad Form Vendors
H. Blanket Additional Insured – Controlling Interest
I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
L. Medical Payments – Increased Limit
M. Blanket Waiver Of Subrogation
N. Contractual Liability – Railroads
O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATER CRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:
   (a) 75 feet long or less; and
   (b) Not being used to carry any person or property for a charge.

2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
   (1) 75 feet long or less; and
   (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.
No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee"s employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or
agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED — BROAD FORM VENDORS

The following is added to SECTION II — WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

1. Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

2. Any change in "your products" made by such vendor;

3. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

4. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

5. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products";

6. "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products;

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED — CONTROLLING INTEREST

1. The following is added to SECTION II — WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II — WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED — MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II — WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its
liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

1. Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

2. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II — WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II — WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS — INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III — LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we
waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the DEFINITIONS Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 52 WEC AA1YPO
Effective Date: 04/17/22
Named Insured and Address: ETECH CONSULTING LLC
3445 TORREY PINES DR S
SALEM OR 97302

Endorsement Number: Effective hour is the same as stated on the Information Page of the policy.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: 03/08/22
Policy Expiration Date: 04/17/23
Auto Liability Insurance Waiver

The City of Inglewood, CA is requesting a waiver for additional coverage with the Auto Insurance on ETech Consulting, LLC's Certificate of Liability Insurance.

It is understood that the City of Inglewood requires $2 Million in Auto Insurance Coverage. However, all contractual work will be done remotely, and additional auto insurance coverage will not be needed.

_________________________
Commet T. Wylam
Signature

President, ETech Consulting LLC

_________________________
Title

_________________________
2/2/2023
Date
"Auto Insurance Waiver_Inglewood" History

Document created by Sarah Salvatori (ssalvatori@etechconsultingllc.com)
2023-02-02 - 5:18:09 PM GMT

Document emailed to Emmett Wylam (ewylam@etechconsultingllc.com) for signature
2023-02-02 - 5:18:51 PM GMT

Email viewed by Emmett Wylam (ewylam@etechconsultingllc.com)
2023-02-02 - 5:51:00 PM GMT

Document e-signed by Emmett Wylam (ewylam@etechconsultingllc.com)
Signature Date: 2023-02-02 - 5:51:12 PM GMT - Time Source: server

Agreement completed.
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Attachment

3
AGREEMENT NO.: 

THIS AGREEMENT is made and entered into this ______ day of _____, 2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as "City") and ETech Consulting, LLC, an Oregon Limited Liability Company, authorized to conduct business in the State of California as "ETech Consulting CA, LLC", with its principal place of business located at 3445 Torrey Pines Dr. South, Salem, OR 97302 ("Consultant") (collectively referred to as "the Parties").

WHEREAS, the Parties previously have contracted for customization of City’s Accela Automation applications; and

WHEREAS, City desires to have Consultant complete additional customizations to its Accela Automation to include Code Enforcement, Building and Safety, and Public Works online applications and online payment processing; and

WHEREAS, Inglewood Municipal Code Section 2-198.1(b) permits City to dispense with competitive bidding requirements when the goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the City, provided such purchases do not exceed the cost of two hundred fifty thousand dollars ($250,000.00); and

WHEREAS, Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research; and

NOW THEREFORE, the City and Consultant hereto mutually agree as follows:

ARTICLE 1 -- SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide all labor, tools, materials, equipment and supplies necessary for the services more fully described in a two page document titled "Quote for Services", which is attached as Exhibit "A" hereto and incorporated herein by this reference as if set forth in full. In the event of a conflict or ambiguity, the order of precedence shall be:

a. Change orders, contract amendments (whichever is later);
b. This Agreement; and then
c. Exhibit “A”.

1.2 Contractor agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times.

1.3 Licenses/Permits. Consultant shall obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

1.4 Conflict of Interest. Consultant covenants that neither it, nor any of its employees, agents, contractors, and/or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

1.5 Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.6 Professional Practices. It is mutually agreed that City is relying upon the professional skill of Consultant as a specialist in the work. Consultant shall perform all services required by this Agreement in a first-class manner and shall conform to the highest and best professional standards of quality observed by a person practicing in Consultant’s profession. Acceptance of the Consultant’s work by City does not operate as a release of Consultant’s representations.

ARTICLE 2 -- SCOPE OF CITY’S DUTIES

2.1 City shall provide Consultant with such necessary and appropriate information which it possesses and which are necessary for carrying out the work as outlined in Scope of Services.
ARTICLE 3 -- COMPENSATION

3.1 Pursuant to Exhibit "A", Consultant shall be paid a fixed fee of eighty thousand dollars ($80,000) for calendar year 2023. During calendar year 2023, there shall be no charge for Consultant’s work up to 40 hours per calendar month. Any work beyond 40 hours per month shall be billed at the rate of $200/hour. Any work performed during calendar year 2024 shall be billed at the rate of $200/hour. The total maximum compensation paid to Consultant for expenses and the performance of all services shall not exceed the sum of two hundred thousand dollars ($200,000.00).

3.2 Invoices. All invoices submitted by Consultant shall be submitted on a monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) City Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6) description of service or supplies provided; (7) Consultant’s employee name providing service, time spent and hourly rate; (8) total billed to date; and (9) total amount remaining on Agreement. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

3.3 Documentation. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

3.4 Additional Services. No compensation will be provided for any other task or service(s) without specific prior written consent from the City.

ARTICLE 4 -- TERM & TERMINATION

4.1 Term. This Agreement shall expire on December 31, 2024 unless otherwise terminated or suspended.

4.2 Notice of Termination. The City reserves and has the right and privilege of immediately canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt
of the notice of termination. In the event of such termination, Consultant shall immediately
stop rendering services under this Agreement unless directed otherwise by the City.

4.3 Compensation. In the event of termination, City shall pay Consultant for
reasonable costs incurred and professional services satisfactorily performed, in the opinion of
the City Manager, up to and including the date of City’s written notice of termination. City shall
not be obligated to pay Consultant for any costs incurred or any professional services provided
if Consultant violates any material provisions of this Agreement, or if the Consultant fails to
provide the services required of this Agreement in a satisfactory manner as determined by the
City Manager or his designee.

ARTICLE 5 – NOTICES

4.1 Notices. Any notices given pursuant to this Agreement shall be deemed received
and effective when properly addressed, postage prepaid, and deposited in the United States
mail to the respective parties as follows:

City: Consultant:
City Clerk Eric Wylam
City of Inglewood ETech Consulting, LLC
One Manchester Boulevard 3445 Torrey Pines Drive South
Inglewood, CA 90301 Salem, OR 97302

With a copy to:
ITC Department
One Manchester Boulevard
City of Inglewood
Inglewood, CA 90301

ARTICLE 6 – NO AGENCY RELATIONSHIP

6.1 Independent Contractor. No agency relationship between Consultant and City is
intended or created by this Agreement. Consultant is not authorized and shall not at any time
or in any manner represent that it is an agent, servant, or employee of City; it being expressly
understood that Consultant is and at all times shall remain a wholly independent contractor.
Consultant shall have no authority to bind City in any manner, to incur any obligation, debt, or
liability of any kind on behalf of or against City, whether by contract or otherwise, unless such
authority is expressly conferred in writing by an authorized representative of City.
6.2 No Retirement/Health Benefits. Neither Consultant, nor any of Consultant's officers, employees, or agents, shall obtain rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights. Consultant agrees to purchase its own worker's compensation insurance for California.

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

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

ARTICLE 7 – OWNERSHIP OF DOCUMENTS

7.1 Ownership of Documents. All documents prepared, developed, or discovered by Consultant in the course of providing any services pursuant to this Agreement including but not limited to original studies, surveys, reports, data, notes, computer files, and all other documents are and shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, Consultant shall give City all such documents, including but not limited to original studies, surveys, reports, data, notes, computer files, files, and other documents within
ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to City.

ARTICLE 8 --

CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION

8.1 Confidentiality. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

8.2 Subpoena Response. Consultant, its officers, employees, agents, or subcontractors, shall not voluntarily provide declarations, letters of support, and testimony at depositions, respond to a court order or subpoena, response to interrogatories, or other information concerning the work performed under this Agreement without City’s prior written approval.

Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right to be present at any deposition, hearing, or similar court-ordered proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests served on Consultant and proposed responses thereto. However, this right to review any response does not imply or mean the right by City to control, direct, or rewrite said response.

8.3 Indemnification/Reimbursement. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information of work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs, and fees, including attorney fees, caused by or incurred as a result of Consultant’s negligence and/or wrongful conduct.
ARTICLE 9 – INSURANCE, HOLD HARMLESS AND BOND

9.1 Insurance Requirements:

9.1.1 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and have a current A.M. Best rating of not less than A:VII.

9.1.2 Insurance Verification. Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

9.1.3 Commencement of Services. Consultant, and/or sub-Contractor, shall not commence services under this Agreement until it has provided evidence satisfactory to the City Attorney that it has secured all insurance required under this section. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of work hereunder by the Consultant, his agents, representatives, or employees. The cost of such insurance shall be borne by the Consultant.

9.2.0 Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

9.2.1 Comprehensive general liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than Two Million Dollars ($2,000,000.00) per occurrence. If a general aggregate limit applies, either the general
aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the
general aggregate limit shall be twice the required occurrence limit.

9.2.3 Automobile liability for any vehicle (Code 1) with a policy limit of not less than
Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and aggregate for
bodily injury and property damage.

9.2.4 Workers' compensation insurance as required by the State of California, with
Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per
accident for bodily injury or disaster. Consultant agrees to waive, and to obtain endorsements
from its workers' compensation insurer waiving, subrogation rights under its workers'
compensation insurance policy against the City and to require each of its subcontractors, if any,
to do likewise under their workers' compensation insurance policies.

9.2.5 Professional errors and omissions ("E&O") liability insurance with policy limits of
not less than Two Million Dollars ($2,000,000.00), per occurrence or claim, and $4,000,000
policy aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the
life of this Agreement and for three years after completion of the work hereunder.

9.3.0 Endorsements. The comprehensive general liability insurance and auto
insurance policies shall contain or be endorsed to contain the following provisions:

9.3.1 Additional insureds: "The City of Inglewood and its elected and appointed
boards, officers, agents, and employees are additional insureds with respect to this subject
project and contract with City."

9.3.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the
coverage reduced, until thirty (30) days after written notice is given to City. City will accept ten
(10) days prior written notice for non-payment of premium."

9.3.3 Primary Insurance & Non-Contributing insurance: "This insurance is primary and
any other insurance maintained by the City of Inglewood shall be excess and not contributing
with the insurance provided by this policy."

9.4 Deductibles. If any of such policies provide for a deductible or self-insured
retention to provide such coverage, the amount of such deductible or self-insured retention
shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

9.5 **Hold Harmless:** Consultant agrees to hold City harmless from any liability for bodily or personal injury to or death of any person and for injury to or loss of any property resulting from or arising out of the negligent or wrongful acts of Consultant, its officers, employees, agents, or representatives, in performance or failure to perform any services required by this Agreement.

**ARTICLE 10 -- MISCELLANEOUS**

10.1 **Extra Work.** Consultant shall not receive compensation for any services provided outside the scope of services listed above unless approved by the City Council, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Consultant shall not charge and City shall not pay any finance charges and/or late fees on any overdue invoices.

10.2 **Authority to Sign Agreement.** The person executing this Agreement on behalf of the Consultant warrants that: (1) the Consultant is duly organized and existing; (2) he/she is duly authorized to execute this Agreement on behalf of the Consultant; (3) by so executing this Agreement, the Consultant is formally bound to the provisions of this Agreement; and (4) the entering into this Agreement does not violate any provision of any other Agreement to which the Consultant is bound.

10.3 **Right to Audit.** City shall have access to and the right to examine, audit, excerpt copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. City auditors, at all reasonable times, shall have access to the offices of Consultant and its subcontractors, and all necessary records, and shall be provided adequate working area for the City auditors to conduct audits in compliance with this Agreement. Such working area shall include: a desk, chair, calculator and telephone, and shall have ready access to a photocopier and facsimile machine. City auditors shall be allowed to interview any employee of Consultant
and its subcontractors throughout the term of this Agreement and for a period of three (3) year
after final payment or longer if required by law.

All materials, including all pertinent financial records and proprietary data, shall be
stored and maintained by Consultant at its main facility. Originals and/or copies of such
documents or records shall be provided, at Consultant’s expense, directly to the City.

Where City has reason to believe that any of the documents or records required to be
maintained pursuant to this section may be lost or discarded due to dissolution or termination
of Consultant’s business, City may, by written request, require that custody of such documents
or records be maintained by the requesting party. Access to such documents and records shall
be granted to City, as well as to its successors-in-interest and authorized representatives.

10.4 Non-Assignability. Consultant shall not assign any interest in this Agreement
and shall not transfer any interest in the same, whether by assignment or novation, without
prior written approval of City.

10.5 Prevailing Wages. Consultant is aware of the requirements of California Labor
Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8,
section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage
rates and the performance of other requirements on "public works" and "maintenance"
projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully
comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in unlawful
employment discrimination. Such unlawful employment discrimination includes, but is not
limited to, employment discrimination based upon a person’s race, religious creed, color,
national origin, ancestry, physical handicap, medical condition, marital status, gender,
citizenship or sexual orientation.

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

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

10.9 Interpretation. The parties waive any benefits from the principles of *contra
proferentum* and interpreting ambiguities against drafters. No party shall be deemed to be the
drafter of this Agreement, or of any particular provision or provisions, and no part of this
Agreement shall be construed against any party on the basis that the particular party is the
drafter of any part of this Agreement.

10.10 Titles. Article titles, paragraph titles or captions contained herein are inserted
as a matter of convenience and for reference, and in no way define, limit, extend, or describe
the scope of this Agreement or any provision hereof.

10.11 Counterparts. This Agreement may be executed in counterparts, and when
each party hereto has signed and delivered at least one such counterpart, each counterpart
shall be deemed an original and, when taken together with the other signed counterparts, shall
constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

10.12 Severability; Invalidity. In the event that any condition or covenant herein is
held to be invalid or void by any court of competent jurisdiction, the same shall be deemed
severable from the remainder of the Agreement and shall in no way affect any other covenant
or condition herein contained as long as the invalid provision does not render the Agreement
meaningless with regard to a material term in which event the entire Agreement shall be void.
If such condition, covenant, or other provision shall be deemed invalid due to its scope of
breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted
by law.

10.13 Governing Law; Venue. This Agreement shall be interpreted, construed and
governed according to the laws of the State of California. In the event of litigation between the
parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior
Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In
the event of litigation in the United States District Court, venue shall lie exclusively in the
Central District of California, in Los Angeles.

10.14 Entire Agreement. This Agreement is the entire, complete, final and exclusive
expression of the parties with respect to the matters addressed therein and supersedes all
other Agreements or understandings, whether oral or written, or entered into between
Consultant and City prior to the execution of this Agreement. No statements, representations
or other Agreements, whether oral or written, made by any party which are not embodied
herein shall be valid and binding unless in writing and duly executed by the parties or their
authorized representatives.

IN WITNESS WHEREOF, the City of Inglewood and Consultant, have executed this
Agreement as of the date first above written.

CITY OF INGLEWOOD

ETECH CONSULTING, LLC

______________________________
James T. Butts, Jr., Mayor

______________________________
Emmett Wylam, President

ATTEST:

______________________________
Aisha L. Thompson, City Clerk

______________________________
Kenneth R. Campos, City Attorney

APPROVED AS TO FORM