

**REQUEST FOR PROPOSAL
NO. 2020 W-1**

South Bay Cities Council of Governments
Website Redesign and Maintenance

November 2, 2020

Deadline for submittal:
(4:00 PM), **November 23, 2020**

THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) RESERVES THE RIGHT TO REJECT ALL PROPOSALS AND WILL SELECT THE MOST QUALIFIED CONTRACTOR AND NOT NECESSARILY THE LOWEST BIDDER. THE SBCCOG ALSO RETAINS THE RIGHT TO WAIVE IRREGULARITIES IN THE PROPOSAL.

Questions must be submitted in writing by e-mail to: info@southbaycities.org
by **November 13, 2020**.

[Responses to all questions to be posted by November 17, 2020.](#)

SUMMARY

The South Bay Cities Council of Governments (SBCCOG) is seeking Request for Proposals (RFPs) for website redesign and maintenance.

The SBCCOG is a joint powers authority of 16 cities and the South Bay unincorporated areas of Los Angeles County that share the goal of maximizing the quality of life and productivity of our area. Information on the SBCCOG can be found at: <https://www.southbaycities.org/>.

The SBCCOG currently operates one [website](#) for the SBCCOG with a [microsite](#) — South Bay Environmental Services Center (SBESC), a program of the SBCCOG. Both sites are hosted by GoDaddy and are managed in the following Content Management System (CMS): Drupal core 7.73. Proposals should include recommendations for combining the two sites, as well as an optimal CMS and hosting platform. The final product should create and maintain a consistent look or brand across all programs.

The following outlines the content and audiences for the two current sites:

SBCCOG – provides information on the organization as a whole including: history, mission, contact (staff directory), governance structure, position on local issues, and points of interest in the South Bay; platform for meeting notices and meeting agendas; resource (reports, program documents), organizational documents and tools for retention (public records requests – agendas, minutes); archives of documents, studies and programs, and lists as well as related links.

Audience: primarily South Bay cities and state, regional, and local agencies.

SBESC – provides information on environment related programs and topics; promotes partners' programs; disseminates information; provides RSVP ability for trainings and workshops; posts news (press releases); calendar of events, and contact information (staff directory).

Audience: primarily South Bay general public, business, and cities.

VISION

Through this Request for Proposal (RFP), the SBCCOG is soliciting responses from qualified firms to update its website to enhance the user experience, simplify content management, and provide better information and customer service to its community, while meeting high standards for design quality and visual appeal. Effective websites provide interactive content that engages users and keeps them coming back. Effective websites also must ensure that content sought is easily found and that navigation remains user-friendly.

SBCCOG envisions a new website that follows the design and experience captured within the following noteworthy examples:

- <https://www.sgvcoq.org/>
- <http://www.scaq.ca.gov/Pages/default.aspx>
- <https://portal.ehawaii.gov/>
- <http://www.maryland.gov/Pages/default.aspx>
- <https://utah.gov/index.html>
- <https://www.ca.gov/>
- <https://texas.gov/>

- <https://www.newfoundlandlabrador.com/>
- <https://portal.arkansas.gov/>
- <https://portal.kansas.gov/>
- <https://www.fresnocog.org>
- <https://www.echoparknc.com/>

The intent of the SBCCOG is to update and combine the two sites to enhance their functionality and achieve the following organizational objectives related to the following functions:

- Support user-friendly and mobile-friendly interface – easy to access and maintain/update by non-technical staff
- Be adaptable and updatable over the long term as the organization grows and changes
- House interactive calendar that can be edited by SBCCOG staff and viewed by all users
- Promote the work of the SBCCOG and drive return traffic to the site
- Provide relevant information on programs
- Provide specific pages for major programs such as the South Bay Fiber Network, South Bay Transportation Programs, and SBESC
- Drive news media and other visitors to a dedicated news and media section where news/press releases, downloadable organizational publications, individual stories, newsletters, and other multimedia such as videos and podcasts can be accessed
- Deliver an open data experience that transparently reports SBCCOG’s services to its member cities and other local agencies
- Serve as a resource for cities, regional agencies, and the public; provide a forum for new ideas, which promotes a subregional dialogue
- Promote member agencies (the 16 South Bay cities)
- Increase awareness of SBCCOG partnerships
- Enhance the public’s ability to take action and provide input
- Create ability for member cities to provide input and data on projects
- Provide security for different member groups to access different areas
- Allow site membership and associated security such as login / password, with features / content available only to members or staff
- Support a robust search engine with advanced / customizable search capabilities
- Provide easy, downloadable access to organizational documents and contact information
- Create unified user interface while allowing for sub-levels of thematic branding / navigation
- Track or monitor visitor information interests (e.g. Google Analytics)
- Provide information in multiple languages (e.g. Google Translate)
- Serve as a tool or utilize third party tool for special events by providing ability to:
 - take RSVPs (via digital webforms) and send auto confirmations
 - allow sponsors and exhibitors to complete forms and obtain information
 - conduct monetary transactions
 - provide general event promotion
 - provide cybersecurity (e.g. encrypted data)
- Provide compatibility with cloud database file sharing solutions
- Ensure compatibility with multiple browsers including, but not limited to, Internet Explorer, Mozilla Firefox, Safari, Google Chrome
- Interface with ArcGIS Online applications (apps) and interactive maps developed by SBCCOG’s GIS team
- Offer navigational tools that allow the user to find content based on various taxonomies, such as the type of user, departmental structure, type of service, type of document, etc.
- Support and archive streaming videos

- Create responsive design to ensure the site content displays correctly and uniformly on a variety of devices, platforms, and screen sizes
- Embed social media feeds into webpages via widgets / modules
- Facilitate printer-friendly option for optimal web page for printing

SCOPE OF WORK

Consultant shall provide website design and recommend software that provides easy access to users and can be updated and maintained using SBCCOG resources. SBCCOG does not have fulltime technical web staff. Program staff currently maintains the site with manual assistance from a web-hosting contractor, as needed. Consultant shall also provide expertise and assistance in overall planning, architecture, and branding of SBCCOG’s main website in order to meet the objective of creating an interactive and dynamic experience for visitors.

The scope of work includes the following:

1. Recommend CMS and hosting platform;
2. Gather requirements for website components (sections of websites, microsites, features) from users with assistance and facilitation from SBCCOG;
3. Document the visual representation and functional specifications of the redesigned main site(s);
4. Design the main site(s) and its components in a manner consistent with best-practice usage of the software recommended using as much off-the-shelf functionality as possible given constraints and include mockups of screens and narratives of functionality;
5. Provide branding advice and graphic expertise for the website launched apps including deliverables of before-and-after screenshots/mockups;
6. Understand and apply sufficient cybersecurity apps;
7. Provide style sheets / guidelines for all custom site elements including master pages, page layouts, and web parts;
8. Develop a taxonomy that will be used in tagging web content and for in site and internet search (a third-party search tool may be required);
9. Transfer (migrate) existing content to new web site(s);
10. Proactively conduct knowledge transfer to SBCCOG’s webmaster and staff throughout the project;
11. Ensure that all designs support ADA Website Accessibility as defined in Section 508 of the US Rehabilitation Act and WCAG 2.0;
12. Document required maintenance for the site (Note: some of the staff who will be maintaining and updating the site(s) are remote);
13. Document the new site’s design components and functionality;
14. Provide support as needed during the testing and go live phases.

The specific elements of the new website that will be given primary focus are:

- Open source (non-proprietary) CMS solution (e.g. WordPress) that can be easily managed and updated by SBCCOG staff or by 3rd party (budgeted for on an “as needed” hourly basis)
- Main site including search and program content
- Staging site – platform to test content and software updates before going live
- GIS Hub site integration (e.g. ArcGIS Story Maps, Dashboards, and Experience Builders)
- Document library – necessary elements of security
- Cybersecure data capture and protection (e.g. 3rd-party digital webforms)
- Media newsroom that curates content from email marketing software (e.g. Constant Contact)
- Social media feeds embedded into webpages (e.g. Twitter, Facebook, YouTube)
- Taxonomy to tagging content to assist in search

- Content migration
- Design site to accommodate mobile devices
- Other website utilities / functions as recommended by Proposer

BUDGET / COST PROPOSAL

Proposals should be submitted with a line item budget by task. The budget should be in a spreadsheet format and at a minimum include: staff assigned with title, hours per task, and hourly rate for each along with any additional costs such as travel. Sub-consultants must also be included. Equipment/hosting and software costs must be listed separately. Appearance (probably virtual, TBD) at least one and possibly two meetings with Board members may be required. In addition, include an option in the proposal for a long-term support contract or recommendations on how ongoing support, maintenance, and updates would be accomplished. Proposers are encouraged to structure quotes for services in a way that allows for flexibility in choice. In addition, if needed, proposals can be submitted in combination with other vendor(s) where technical/design skills and technology are necessary and appropriate. If submitting a combined proposal, proposers should include an explanation of their previous experience working with the other vendor(s) and in what capacity.

Because the level of effort is unknown at this time there is no budget amount. Proposers are cautioned to develop adequate, but lean budgets to allow sufficient resources to effectively perform the work envisioned.

SCHEDULE

The estimated timeline for this scope of work assumes a December 16, 2020 start date with completion of services by April 2021. SBCCOG seeks to have a draft wireframe design prior to its General Assembly on March 18, 2021. It is understood that SBCCOG staff time will not be devoted 100 percent to this project and that there may be delays in the project schedule due to workload changes and shifting priorities.

PROPOSAL REQUIREMENTS

Proposals shall be no more than 20 pages (not including work samples) and submitted in the specified format as follows:

Cover Letter – Provide the name, mailing address, telephone number, email address, title, and signature of the firm’s authority and/or contact person for this procurement. Also include the office location if it is different than the mailing address.

Technical Approach – Describe your understanding of the project and recommended project approach. Outline the proposed scope of work/services and provide a proposed project schedule. Include contacts for and links to websites that your firm has developed for clients (at least three).

Management Approach – Describe your proposed project management approach and organization including document management, communication, quality control, scheduling, and financial management.

Project Team Qualifications - Describe the responsibilities of the team members along with their qualifications. Identify the project manager and principal contact person. Include project team member resumes. Provide references (minimum of two and maximum of six references preferably including a government/agency for recent relevant experience for similar

projects/services.

Budget – Provide a line item budget by task. The budget should be in a spreadsheet format and at a minimum include: staff assigned with title, hours per task, and hourly rate for each person along with any additional costs such as travel. Sub-consultants must also be included. Equipment/hosting and software costs must be listed separately.

Proposals shall be submitted via email by **4:00 P.M., Monday, November 23, 2020** to: info@southbaycities.org.

Emailed proposals must be print-ready. No fax or mailed proposals will be accepted. All submissions will receive a confirmation email within 1 business day. If you do not receive a confirmation email from your proposal submission, please contact Chandler Shields, (310) 271-7222 | info@southbaycities.org.

Proposals received after November 23, 2020 will be rejected. Requests for extensions of this time and date will not be granted. Proposals or unsolicited amendments to proposals received by the SBCCOG after the acceptance date will not be considered.

The SBCCOG reserves the right to reject any or all proposals or to negotiate separately in any manner necessary to serve the best interests of the SBCCOG. The SBCCOG will select the most qualified contractor and not necessarily the lowest bidder. The SBCCOG also retains the right to waive irregularities in the proposal.

The SBCCOG will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal.

PROCUREMENT SCHEDULE

Date	Event
<i>Mon., November 2, 2020</i>	Release of RFP
<i>Fri., November 13, 2020 @ 4 pm</i>	Questions due from potential proposers
<i>Tues., November 17, 2020 @ 4 pm</i>	Response to questions to be posted online
<i>Mon., November 23, 2020 @ 4 pm</i>	Proposals due
<i>Wed., November 25, 2020</i>	Proposers notified re: interviews
<i>Mon., November 30 – Wed., December 2, 2020</i>	Interviews
<i>Mon., December 7, 2020</i>	Recommendation distributed in Steering Committee agenda packet
<i>Mon., December 14, 2020</i>	Approval at SBCCOG Steering Committee

Interviews will take place between November 30 – December 2, 2020 at:

2355 Crenshaw Blvd., # 125
Torrance, CA 90501

-or-

Virtually via Zoom (depending on Los Angeles County’s COVID-19 tier status)

The selected consultant/firm will be expected to execute an agreement substantially the same as the attached standard contract (Attachment A).

EVALUATION CRITERIA

Firms will be evaluated based on the criteria below:

Evaluation Criteria	Max. Possible Points	Points Earned	Comments
<p><i>TECHNICAL APPROACH</i></p> <ul style="list-style-type: none"> • <i>Tasks & approach clearly described</i> • <i>Approach is creative & innovative</i> • <i>Project intent has been met</i> 	30		
<p><i>FIRMS:</i></p> <p><u><i>Prime Consultant:</i></u></p> <ul style="list-style-type: none"> • <i>Capability to perform the technical work required</i> • <i>Ability to allocate resources as needed to meet project schedule</i> • <i>Familiarly with public agencies</i> • <i>Experience with similar project of the same size and scope</i> • <i>Ability to explain technical tasks to non-technical audience</i> <p><u><i>Sub-Consultant(s):</i></u></p> <ul style="list-style-type: none"> • <i>Each sub provides unique service(s) to the team</i> • <i>Subs are fully capable of performing their tasks</i> 	25		
<p><i>PROJECT MANAGEMENT</i></p> <ul style="list-style-type: none"> • <i>Reasonable total number & distribution of hours</i> • <i>Qualifications of key individuals</i> • <i>Time commitment of key individuals</i> 	20		
<p><i>PROJECT COST</i></p> <ul style="list-style-type: none"> • <i>Realistic cost for services to be performed</i> • <i>Allocation of cost to tasks & activities</i> 	15		
<p><i>SCHEDULE</i></p> <ul style="list-style-type: none"> • <i>Total time allocated for each task is realistic</i> • <i>Sequence of each task is logical & feasible</i> 	10		
TOTAL	100		

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of (DATE) by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG" or "Consultant") and (NAME) ("NAME or Abbreviation").

RECITALS

A. (NAME) desires to utilize the services of SBCCOG as an independent contractor to provide specified professional services to (NAME) as set forth in Exhibit A, to assist (NAME) in the Completion of (DESCRIBE PROJECT/TITLE).

B. The goal of this program is to achieve (COMPLETE).

C. SBCCOG represents that it is fully qualified to perform consulting services by virtue of its experience and the training, education, and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Services.

1.1 The nature and scope of the specific services to be performed by Consultant are as described in Exhibit A, attached hereto and incorporated herein by reference.

1.2 SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the (NAME) assumes full responsibility to manage and produce the program.

1.3 (NAME) and participating agencies shall provide all relevant documentation in their possession to the SBCCOG upon request in order to minimize duplication of efforts. The (NAME) staff shall work with the SBCCOG as necessary to facilitate performance of the services.

2. **Term of Agreement.** This Contract shall take effect (DATE) and shall continue until (DATE) unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

3. **Compensation.** (NAME) shall pay for services based on the not to exceed budget of (\$ AMOUNT) as described in Exhibit A.

4. **Terms of Payment.** SBCCOG shall submit monthly invoices for services rendered and for reimbursable expenses incurred. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended, and a summary of the work performed. (NAME) shall pay the invoices within sixty (60) days of receipt.

5. Parties' Representatives. Jacki Bacharach shall serve as the SBCCOG's representative for the administration of the project. All activities performed by the SBCCOG shall be coordinated with this person. (NAME) shall be in charge of the project for the (NAME) on all matters relating to this Agreement and any agreement or approval made by him/her shall be binding on the SBCCOG.

6. Addresses.

SBCCOG:
South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

(NAME):
(ADDRESS)
Attention: (NAME)

7. Status as Independent Contractor.

A. SBCCOG is, and shall at all times, remain as to (NAME), a wholly independent contractor. SBCCOG shall have no power to incur any debt, obligation, or liability on behalf of (NAME) or any participating agency or otherwise act on behalf of (NAME) or any participating agency as an agent except as specifically provided in the Scope of Services. Neither (NAME) nor any of its agents shall have control over the conduct of SBCCOG or any of SBCCOG's employees, except as set forth in this Agreement. SBCCOG shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of (NAME).

B. SBCCOG shall fully comply with the workers' compensation law regarding SBCCOG and SBCCOG's employees. SBCCOG further agrees to indemnify and hold (NAME) harmless from any failure of SBCCOG to comply with applicable worker's compensation laws.

8. Standard of Performance. SBCCOG shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

9. Indemnification. SBCCOG agrees to indemnify the (NAME) and participating public agencies, their respective officers, staff SBCCOGs, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of SBCCOG, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder, except for liability resulting from the sole negligence or wrongful acts of the (NAME) or a participating agency.

10. Insurance. SBCCOG shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the (NAME) (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by SBCCOG, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; and (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. (NAME) and participating public agencies, their respective officers, employees, attorneys, staff SBCCOGs, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the (NAME) shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving (NAME) thirty (30) day's prior written notice thereof. SBCCOG agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of SBCCOG pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the (NAME); and shall be placed with a current A.M. Best's rating of no less than A VII.

C. SBCCOG shall submit to (NAME) (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on (NAME)'s appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the (NAME) has agreed in writing to accept.

11. Confidentiality. Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

12. Ownership of Materials. All materials provided by SBCCOG in the performance of this Agreement shall be and remain the property of (NAME) and its partner organizations without restriction or limitation upon their use or dissemination by (NAME). The SBCCOG will retain non-exclusive perpetual rights to the use of material developed under this contract.

13. Conflict of Interest. It is understood and acknowledged that SBCCOG will serve as an agent of the (NAME) and the participating agencies for the limited purpose of implementation of this project.

14. Termination. Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Immediately upon receiving written notice of termination, SBCCOG shall discontinue performing services. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

15. Personnel. SBCCOG represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by SBCCOG or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. SBCCOG reserves the right to determine the assignment of its own employees to the performance of SBCCOG's services under this Agreement, but (NAME) reserves the right, for good cause, to require SBCCOG to exclude any employee from performing services on (NAME)'s premises.

16. Non-Discrimination and Equal Employment Opportunity.

A. SBCCOG shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement and will comply with all rules and regulations of (NAME) relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. SBCCOG will, in all solicitations or advertisements for employees placed by or on behalf of SBCCOG state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

17. Assignment. SBCCOG shall not assign or transfer any interest in this Agreement nor the performance of any of SBCCOG's obligations hereunder, without the prior written consent of (NAME), and any attempt by SBCCOG to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

18. Compliance with Laws. SBCCOG shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement.

19. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of

any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by (NAME) of any payment to SBCCOG constitute or be construed as a waiver by (NAME) of any breach of covenant, or any default which may then exist on the part of SBCCOG, and the making of any such payment by (NAME) shall in no way impair or prejudice any right or remedy available to (NAME) with regard to such breach or default.

20. Resolving Disputes. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

21. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

22. Notices. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – jacki@southbaycities.org
(NAME) – (EMAIL)

23. Governing Law. This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

25. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between SBCCOG and (NAME). This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the (NAME) will only be valid if signed by the (NAME) (TITLE) Executive Director or the Chairman of the Board and attested by the (NAME) Secretary.

26. Exhibits. All exhibits referred to in this Agreement are incorporated herein by

this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"
South Bay Cities Council of Governments

By: _____
(SBCCOG Chair) (Signature)

Name: _____

Date: _____

Attest: _____
SBCCOG Secretary

NAME

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

Date: _____