

**RFP NO. 2013 C-2**

**South Bay Cities Council of Governments**

Energy Efficiency Climate Action Plans

12-4-13

**Deadline for submittal is 12:00 PM PST Friday, January 3, 2014**

THE 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 with the Subject Line "RFP NO. 2013 C-2 Question" to [jennifer@sbesc.com](mailto:jennifer@sbesc.com) by 12:00 PM PST on Friday, December 13, 2013.

Responses to all questions to be posted to the SBCCOG website, accessible via

<http://southbaycities.org/opportunities/request-proposal-rfp>

by 5:00 PM PST on Wednesday, December 18, 2013.

**Procurement Schedule is as follows:**

December 4, 2013	Release of RFP
December 13, 2013	Questions from potential bidders must be received
December 18, 2013	Response to questions to be posted online
January 3, 2014	Proposals due
January 16, 2014	Interviews
January 23, 2014	SBCCOG Board approval
January 24, 2014	Notice To Proceed

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## I. Introduction

The South Bay Cities Council of Governments (SBCCOG) is seeking proposals for the development of energy efficiency chapters of Climate Action Plans (EECAP) for the South Bay cities and sub-region.

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: [www.southbaycities.org](http://www.southbaycities.org)

## II. Background

The SBCCOG is soliciting proposals from qualified and experienced firms (Consultant) to develop energy efficiency chapters of a climate action for each participating municipality and for the South Bay sub-region. The following 15 cities will be participating in the development of an individual and sub-regional EECA through the SBCCOG:

- Carson
- El Segundo
- Gardena
- Hawthorne
- Hermosa Beach
- Inglewood
- Lawndale
- Lomita
- Manhattan Beach
- Palos Verdes Estates
- Rancho Palos Verdes
- Redondo Beach
- Rolling Hills
- Rolling Hills Estates
- Torrance

The SBCCOG and South Bay cities have been collaborating on climate action planning work for a number of years. After the California State Legislature adopted Assembly Bill 32, the Global Warming Solutions Act of 2006, and set statewide goals to reduce greenhouse gas emissions (GHG) to 1990 levels by 2020, the cities and the SBCCOG began the process for local and sub-regional climate action planning. To develop baselines as a first step, the SBCCOG and the South Bay cities completed GHG inventories. The SBCCOG has completed GHG inventories for municipal operations and communitywide activities for all 15 South Bay cities for a 2005 baseline year and a 2007 update year. The cities vary in where they are in the target setting and climate action planning process. Some cities have set GHG reduction targets and have begun or completed Climate Action Plans, and are still interested in an evaluation of what they've done and how to integrate into the sub-regional process.

## III. Scope of Services

Developing the EECAPs will require calculating current and projected GHG emissions, identifying existing and new energy efficiency mitigation and adaptation strategies to reduce GHG emissions, and analyzing the potential environmental, cost and co-benefit impacts of these strategies. Consultant will also devise an implementation and monitoring plan for the energy efficiency strategies. This work will be incorporated into an EECA for participating municipalities and will be used to identify sub-regional

energy efficiency programs and priorities in a South Bay sub-regional EECAP. The individual city EECAPs will be presented to city councils and for the sub-regional EECAP, to the SBCCOG Board of Directors for official adoption. A Project Team, comprised of city staff and SBCCOG representatives, will meet regularly with the Consultant and provide feedback and oversight during this process.

The scope of work will include the following tasks:

***Task 1: EECAP Assessment and Planning Report (Draft and Final)***

Consultant will develop a plan for the development of an EECAP for each participating municipality and the sub-region which will include, at a minimum, the data collection process, including data collection templates if applicable, methodology for estimating inventory updates, and public input and community involvement through forums, workshops, and other such events.

Consultant will develop a plan tailored to the specific needs of each participating municipality and the sub-region. Consultant will review the SBCCOG inventories and existing Climate or Energy Action Plans and propose how the EECAPs will integrate, update or build upon those existing plans and efforts. Consultant will propose an inventory methodology consistent with the SBCCOG methodology used for calculating the baseline or will provide an explanation and justification for any proposed changes to methodology. Consultant also will describe the State measures that will be included in the forecasts and will recommend and justify the years for the inventory update(s), future projections and emissions reduction goals.

For each city, the plan will include the following:

- Detailed description and timeline for all activities required in the development of the EECAP;
- Identification of the process by which municipal and community-wide data will be collected;
- Description of the process by which existing and potential energy efficiency strategies will be identified;
- Description of the process whereby the EECAP is adopted by each city.

Consultant is expected to be available for participating municipality and SBCCOG meetings as required in the review and adoption of EECAPs, including appearance at commission, committee and council meetings.

Once this task has been completed, a city may opt not to proceed with the development or update of an EECAP based on the findings of the plan. The city would terminate participation and the remaining associated scope of work would not be utilized for that city. However, the consultant and the SBCCOG will work together to explain the benefits of continuing before a final opt out decision is accepted.

*Task Deliverable:*

- *Deliverable 1.1: Draft EECAP Assessment and Planning Report for all 15 municipalities and the sub-region.*

- *Deliverable 1.2: Final EECAP Assessment and Planning Report for all 15 municipalities and the sub-region.*

### **Task 2: EECAP Template**

Consultant will develop a template for the EECAP which will be used to create the individual city specific and sub-regional EECAPs. The template will be formatted so that information, energy efficiency strategies, and data collected from cities can be easily assembled into the template. The template will include, but is not limited to, the following sections: an introduction explaining the climate change context, GHG emissions inventories, GHG emissions forecasts and target goals, a description of energy efficiency strategies, and a plan for implementation and monitoring.

#### *Task Deliverable:*

- *Deliverable 2.1: Template EECAP for all participating municipalities and the sub-region.*

### **Task 3: Inventories, Long-term Forecasts and Targets Report**

Consultant will develop an updated GHG inventory for the municipal and communitywide activities and a long-term forecast of energy consumption and GHG emissions for each of the participating municipalities and for the South Bay sub-region. This forecast will be conducted for both the municipal operations and the communitywide activities and will include both a business-as-usual (BAU) forecast and an adjusted forecast (adjusted BAU) that incorporates relevant California State policies. Consultant also will collect data and calculate emissions for any additional sources that need to be added to the baseline year to be consistent with the inventory updates, including water consumption data and emissions.

Consultant will estimate the gap between the adjusted BAU forecast and the reduction target(s) for each participating municipality and the sub-region. Consultant will incorporate existing GHG reduction targets for cities with adopted target goals and recommend targets for cities without them. Consultant will provide the completed inventories, forecasts, and reduction targets for energy consumption and GHG emissions for all participating municipalities and for the total sub-region.

#### *Task Deliverable:*

- *Deliverable 3.1: EECAP section on inventories, forecasts, and targets for each participating municipality and the sub-region.*

### **Task 4: City-Specific and Sub-regional Energy Efficiency Measures, Programs and Policies Analysis Report**

Starting with the work that has already been collected by the SBCCOG, Consultant will collect information and data on existing energy efficiency strategies that have been implemented by, or are in the planning process for, each participating municipality and the sub-region. Consultant will also identify additional energy efficiency strategies for each city and the sub-region to consider target goals.

In this report, Consultant will:

- Provide an updated chart that shows the expected reductions that each city and the sub-region will achieve through existing energy efficiency strategies
- Identify the remaining GHG emissions gap to be met through additional energy efficiency strategies for each city and the sub-region
- Develop an analysis of potential new energy efficiency measures, programs, and policies for each city and the sub-region
- Develop an implementation and monitoring plan for the energy efficiency measures, programs, and policies for each city and the sub-region

Consultant will estimate the impacts and benefits of the energy efficiency policies, programs, and measures. This analysis will evaluate the following impacts: 1) GHG emissions reductions; 2) financial analysis (payback analysis, avoided costs analysis, and implementation costs); and 3) co-benefits, such as improved air quality or reduced energy bills for residents and businesses. Consultant will be available to meet with a cross-section of city departments, for each city, to discuss potential strategies and to provide input. Consultant will discuss feasibility of various strategies with each city. Consultant will incorporate city feedback into strategy, monitoring and implementation recommendations to ensure that all policies, programs and measures included in the EECAP reflect what is feasible and realistic for each participating municipality .

As part of this analysis, and in working with the Project Team, Consultant will identify for each city which of the energy efficiency strategies will be cost-effective and efficient to consider implementing on a sub-regional scale. Consultant will combine the analysis for the South Bay cities to create a cumulative South Bay report. This work will be incorporated into a report for each of the participating cities and the sub-region and will be used to develop the EECAP for each participating municipality and the sub-region.

*Task Deliverable:*

- *Deliverable 4.1: EECAP section for each participating municipality and for the sub-region with energy efficiency strategies and analysis as well as a proposed implementation and monitoring plan.*

**Task 5: Draft EECAP**

For each participating municipality and the sub-region, Consultant will submit the draft EECAP and the initial recommendations to reduce energy consumption and GHG emissions to the SBCCOG and the city. The EECAP will take the results of the GHG inventories and forecasts, as well as the analysis of energy efficiency measures, programs, and policies and provide a plan for pursuing the implementation of energy efficiency strategies based on sound data, analysis, and strategy development. The development will include continued engagement with officials, in collaboration with SBCCOG and city staff of the participating municipalities to build support and capacity for the plan. The sub-regional plan will incorporate coordinated strategies and plans to ensure the impacts of this planning effort will result in maximized impact from the implementation of the plans.

Consultant will be available to work with SBCCOG and city staff to review and edit recommendations and attend meetings as necessary.

*Task Deliverable:*

- *Deliverable 5.1: Draft an EECAP for each participating municipality and the sub-region. EECAPs will be drafted in accordance with the approved template and will include the GHG inventory and energy efficiency strategies sections. Consultant will train SBCCOG and city staff on the tracking and monitoring plan for implementing energy efficiency strategies. Consultant will provide a tool for SBCCOG and city staff to use to easily track emissions in future years or add new strategies.*

**Task 6: Final EECAP**

For each participating municipality and the sub-region, Consultant will submit the final EECAPs including the recommendations to reduce energy consumption and GHG emissions that were either accepted by each participating municipality and the SBCCOG or integrated into the participating municipality's plans.

*Task Deliverable:*

- *Deliverable 6.1: Final EECAP for each participating municipality (up to 15) and the sub-region.*

**Task 7: EECAP Adoption Documentation**

Consultant will work with participating municipalities and the SBCCOG to develop staff memos and materials to present the EECAPs to city councils and the SBCCOG Board of Directors for adoption. Consultant will document the adoption of the recommendations or provide documentation of the reasons why recommendations have not been adopted. Documentation may include council agenda, staff report, meeting minutes, final adopted resolution, or any other formal communication deemed acceptable via communications with the SBCCOG. Consultant will be available to present to councils and the Board of Directors, as necessary to facilitate adoption of the EECAPs.

*Task Deliverable:*

- *Deliverable 7.1: Documentation that the EECAPs have been formally adopted by each participating municipality city council and the SBCCOG Board of Directors or documentation for reasons why recommendations have not been adopted.*

#### IV. Proposal Requirements

Proposals shall be no more than 25 pages—resumes and references can be additional pages—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.

**Proposed Project Schedule** – The proposal shall include a schedule to undertake the work program. The estimated timeline for this scope of work assumes a January 24, 2014 start date with the total project completed by end of December 2014. The SBCCOG may be granted an extension on these funds to the end of December 2015. Therefore, proposals shall include two schedules based on the current December 2014 project completion date, incorporating the due dates below, and an alternative December 2015 project completion date.

The timing for the deliverables is based on the following due dates:

<b>Deliverables</b>	<b>Due Dates</b>
1.1 Draft EECAP Assessment and Planning Report	2-21-2014
1.2 Final EECAP Assessment and Planning Report	3-7-2014
2.1 EECAP Template	3-14-2014
3.1 GHG Emissions Inventories and Forecasts	4-15-2014
4.1 City-Specific and Sub-regional Energy Efficiency Measures, Programs and Policies Analysis Report	6-16-2014
5.1 Draft EECAP for each Participating Municipality and the Sub-region	8-15-2014
6.1 Final EECAP for each Participating Municipality and the Sub-region	10-15-2014
7.1 Documentation of the adoption of the EECAP or documentation of why the EECAP was not adopted and related alternate plans for each Participating Municipality and SBCCOG for Sub-region	12-15-2014

It is understood that SBCCOG staff time will not be devoted 100 percent to this project and that several of the participating cities are working under a reduced workload. Therefore, there may be delays in the project schedule due to workload changes and shifting priorities.



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. Provide references (minimum of two and maximum of six references preferably including a government/agency for recent relevant experience for similar projects/services). Include project team member resumes.

Proposed 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 along with any additional costs such as travel. Sub-consultants must also be included. Equipment/hosting and software costs must be listed separately.

The total budget for all Tasks is \$405,000. Proposal budgets should keep in mind the budget constraints when drafting proposals and should submit budgets that do not exceed the total budget amount. Up to \$50,000 may be budgeted for the drafting of the EECAP Assessment and Planning Reports for all 15 participating municipalities and the sub-region. If a city opts not to proceed with the remaining scope of work, then the remaining budget will be reduced proportionately based on city population. City population for the 15 participating municipalities is provided in the table below. Proposers are cautioned to develop adequate, but lean budgets to allow sufficient resources to effectively perform the work envisioned.

<b>City</b>	<b>Population</b>
Carson	91,714
El Segundo	16,654
Gardena	58,829
Hawthorne	84,293
Hermosa Beach	19,506
Inglewood	109,673
Lawndale	32,769
Lomita	20,256
Manhattan Beach	35,135
Palos Verdes Estates	13,438
Rancho Palos Verdes	41,643
Redondo Beach	66,748
Rolling Hills	1,860
Rolling Hills Estates	8,067
Torrance	145,438
<b>15 City Total</b>	<b>746,023</b>

Source: 2010 Census Data

V. Evaluation Criteria

Firms will be evaluated based on the criteria below:

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

VI. Proposal Due Date and Delivery

Proposals must be submitted in electronic format as well as a total of seven (7) hard copies (one (1) unbound and six (6) bound) to the SBCCOG office at or before 12:00 PM PST on Friday, January 3, 2014. Proposals delivered in person or by other means shall be addressed as follows:

Jennifer Alderete  
RFP No. 2013-C-2  
South Bay Cities Council of Governments  
20285 S. Western Avenue, Suite 100, Torrance, CA 90501  
Email: jennifer@sbesc.com with SUBJECT: RFP NO. 2013 C-2 E-file

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 Jennifer Alderete at 310.371.7222.

VII. Reservation of Rights

Proposals received after January 3, 2014 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.

VIII. Procurement Schedule

December 3, 2013	Release of RFP
December 13, 2013	Questions from potential bidders must be received
December 18, 2013	Response to questions to be posted online
January 3, 2014	Proposals due
January 16, 2014	Interviews
January 23, 2014	SBCCOG Board approval
January 24, 2014	Notice To Proceed

Interviews will take place on Thursday, January 16, 2014 at:  
South Bay Cities Council of Governments  
20285 South Western Avenue, Suite 100  
Torrance, CA 90501

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

## ATTACHMENT A - 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") and **(NAME)** ("Consultant").

### RECITALS

A. SBCCOG desires to utilize the services of Consultant as an independent contractor to provide specified professional services to SBCCOG as set forth in Exhibit A, to assist the SBCCOG's member agencies to **(COMPLETE)**.

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

C. Consultant 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 Consultant shall comply with the all the provisions of the Master Contract, attached hereto as Exhibit B and incorporated herein by reference.

1.3 SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the Consultant assumes full responsibility to manage and produce the program.

1.4 SBCCOG and participating agencies shall provide all relevant documentation in their possession to the Consultant upon request in order to minimize duplication of efforts. The SBCCOG staff shall work with the Consultant 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 13 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.** SBCCOG shall pay for services based on the estimated budget.

4. **Terms of Payment.** Consultant 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. SBCCOG shall pay the invoices with 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 Consultant shall be coordinated with this person. (NAME) shall be in charge of the project for the Consultant on all matters relating to this Agreement and any agreement or approval made by him shall be binding on the Consultant. This person shall not be replaced without the written consent of the SBCCOG.

**6. Addresses.**

SBCCOG:

South Bay Cities Council of Governments  
20285 S. Western Ave., Suite 100  
Torrance, CA 90501  
Attention: Jacki Bacharach, Executive Director

Consultant:

(ADDRESS)

Attention: (NAME)

**7. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to SBCCOG, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG or any participating agency or otherwise act on behalf of SBCCOG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant 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 SBCCOG.

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

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

**9. Indemnification.** Consultant agrees to indemnify the SBCCOG and participating public agencies, their respective officers, staff consultants, 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 Consultant, 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 SBCCOG or a participating agency.

**10. Insurance.** Consultant 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 SBCCOG (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 Consultant, 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. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff consultants, 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 SBCCOG 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 SBCCOG thirty (30) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Consultant 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 SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Consultant shall submit to SBCCOG (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 SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG 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 Consultant in the performance of this Agreement shall be and remain the property of SBCCOG and its partner organizations without restriction or limitation upon their use or dissemination by SBCCOG. The consultant 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 Consultant will serve as an agent of the SBCCOG 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, Consultant 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.** Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but SBCCOG reserves the right, for good cause, to require Consultant to exclude any employee from performing services on SBCCOG's premises.

**16. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant 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 SBCCOG 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. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant 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.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of SBCCOG, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**18. Compliance with Laws.** Consultant 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 SBCCOG of any payment to Consultant constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG 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) – (E-MAIL ADDRESS)

**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 Consultant and SBCCOG. 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 SBCCOG will only be valid if signed by the SBCCOG Executive Director or the Chairman of the Board and attested by the SBCCOG 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"

"SBCCOG"  
South Bay Cities Council of Governments

By: \_\_\_\_\_  
(SBCCOG CHAIR) (Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
SBCCOG Secretary

Contractor

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_