

## RFP NO. 20220104

### South Bay Cities Council of Governments

Accessory Dwelling Unit (ADU) Acceleration  
Regional Early Action Planning (REAP) Project  
January 4, 2022

Deadline for submittal is close of business on January 28, 2022

Questions must be submitted in writing by e-mail to: [ghia@southbaycities.org](mailto:ghia@southbaycities.org)  
by January 14, 2022

**Responses to all questions to be posted by January 21, 2022**

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The South Bay Cities Council of Governments (SBCCOG) is seeking proposals for the ADU Acceleration REAP Project.

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)

#### **PROJECT OVERVIEW**

This project is funded through a Regional Early Action Planning (REAP) grant from the California Department of Housing and Community Development and administered through the Southern California Association of Governments (SCAG). The expected outcome is to create incentives and reduce regulatory barriers for building context sensitive ADUs to increase housing supply; support long range housing planning efforts by South Bay jurisdictions; strengthen regional/sub-regional partnerships, collaborations, and funding models; and establish a sub-regional vision as a basis for future funding for ADUs.

#### **BACKGROUND**

SBCCOG is sponsoring this project to inform member cities about the potential contribution of ADUs to meeting Regional Housing Needs Assessment (RHNA) requirements, and about ways to strengthen their ADU programs. Seven (7) South Bay cities are participating in this project: El Segundo, Gardena, Hawthorne, Hermosa Beach, Manhattan Beach, Redondo Beach, and Rolling Hills. Each city will apply the results of the study in the context of making policy changes citywide in order to identify

appropriate sites for housing development. SBCCOG will facilitate access to the participating cities for the purposes of data collection for this research study.

## **SCOPE OF WORK**

The selected consultant shall be responsible for the following tasks:

### **TASK 1: Project Administration**

The consultant will manage and oversee all administrative, contractual, technical, invoicing and reporting aspects to ensure the timely production of tasks to achieve the ADU Acceleration REAP Project objectives. The consultant shall coordinate project management tasks and participate in monthly meetings with the SBCCOG team.

**Task 1.1: Kickoff Meeting** – The consultant shall attend a kickoff meeting with the SBCCOG team to discuss the work plan, project expectations and deliverables, and resolve any outstanding questions. The consultant shall provide a memorandum memorializing the contents of the kickoff meeting. The kickoff meeting is scheduled for the week of March 1, 2022, and will be either through Zoom or in-person at the SBCCOG office.

#### ***Task 1.1 Deliverables:***

- Attendance at one (1) kickoff meeting
- Memorandum including meeting agenda, summary, goals, agreements, schedules

**Task 1.2: Monthly Invoicing** – The consultant shall provide SBCCOG with monthly invoices accompanied by a progress report that summarizes the tasks completed that month.

#### ***Task 1.2 Deliverables:***

- Monthly invoices
- Monthly progress reports

**Task 1.3: Monthly Meetings** – The consultant shall attend at least one (1) project management meeting per month with the SBCCOG team to discuss progress and address questions or concerns for the duration of this project. The consultant shall provide a memorandum memorializing the contents of each meeting. Meetings are anticipated to be a minimum of one (1) hour and will be either through Zoom or in-person at the SBCCOG office. In addition to monthly meetings, the consultant shall maintain timely and regular contact with SBCCOG's project manager for the duration of

this project.

***Task 1.3 Deliverables:***

- Attendance at monthly project management meetings
- For each meeting, a memorandum including meeting agenda, summary, goals, agreements, and next steps
- Timely and regular contact with SBCCOG's project manager

**TASK 2: ADU Acceleration Research Study**

The consultant shall conduct a robust and multifaceted ADU Acceleration research study outlined in the following tasks:

**Task 2.1: GIS Analysis** – The consultant shall collect and analyze robust sets of information to identify and map as a GIS layer the location of ADUs in the seven (7) participating South Bay cities.

***Task 2.1 Deliverables:***

- GIS layer of ADUs in the seven (7) participating cities

**Task 2.2: Housing Policy Comparison** – The consultant shall collect housing policies that could affect ADU development from each of the seven (7) participating cities. This includes ADU ordinances, General Plan and Zoning amendments, permit and construction processes, and fees. The consultant shall compare each city's regulations to each other to determine best practices for ADUs.

***Task 2.2 Deliverables:***

- Memorandum with a compendium of all housing policy documents collected, comparing them to each other to determine best practices

**Task 2.3: Survey on ADU Application Process** – The consultant shall conduct a survey of a sample of ADU applicants in two groups: "Approved But Not Built," and "Approved and Built." The objective is to identify and describe the experience of the ADU application process by examining the following:

- Characteristics of the ADU rental unit including, but not limited to, size, rental cost, amenities, and parking
- Characteristics of the occupant(s) including, but not limited to, whether they are the landowner's relative, friend, or stranger (how s/he learned about the opportunity), and the number of occupants in the ADU

- Property owner’s personal experience during the ADU application process including, but not limited to, the relative ease or difficulty of working with the city on approvals, understanding of applicable ADU laws, rules, and standards, use of the ADU Calculator if available in their city, and surprises that arose during or after the ADU application process

***Task 2.3 Deliverables:***

- Memorandum with the following survey results and analysis:
  - Size, cost of rent, amenities, and parking related to the ADU rental unit
  - Characteristics of the ADU occupant(s) including, but not limited to, whether they are the landowner’s relative, friend, or stranger, how the occupant(s) learned of the opportunity, and the number of occupants
  - Property owner’s experience during the ADU application process including, but not limited to, relative ease or difficulty of working with the city on ADU approvals, their understanding of ADU laws, rules, and standards that applied to the project, use of the ADU Calculator if available, and surprises that arose during or after the ADU application process

**Task 2.4: Survey of ADU Occupants** – The consultant shall conduct a survey of a sample of ADU occupants – with landlord permission – to understand their living environment, occupation, and mobility issues. The survey will identify occupants’ satisfaction with the residence and neighborhood, prior city of residency and housing type they lived in (e.g. ADU, multifamily residence, single-family residence, co-living); occupation and approximate distance to work from their current ADU residence; vehicles owned by each occupant, motor vehicle use, parking issues, and other pertinent observations.

***Task 2.4 Deliverables:***

- Memorandum with analysis of the survey of occupants that includes, but is not limited to:
  - Satisfaction of living in the ADU and in the neighborhood
  - Prior city of residency and housing type they lived in before the current ADU
  - Occupation and approximate distance to work from their current ADU residence
  - Vehicles owned by each occupant and description of motor vehicle use
  - Parking issues in the neighborhood

**Task 2.5: Collect and Analyze City Infrastructure Data** – The consultant shall collect infrastructure data from each of the participating cities and conduct a review of the latest data to identify conditions and capacity on water supply and its distribution system, sewer infrastructure, solid waste disposal, parks per capita, budget constraints, and mobility systems to ensure sustainability. The objective is to understand if ADU development encumbers the carrying capacity of the participating cities.

**Task 2.5 Deliverables:**

- Memorandum with an analysis of the seven (7) participating cities' conditions and capacity on water supply and its distribution system, sewer infrastructure, solid waste disposal, parks per capita, budget constraints, and mobility systems to ensure sustainability, to understand the conditions and capacity that could impact ADU development at scale that will address local RHNA requirements, and to understand if ADU development encumbers carrying capacity

**Task 2.6: Comparison and Forecast of ADUs** – The consultant shall conduct the following comparative analyses and forecasting:

- Compare the number of ADUs built by year and rate of growth to the RHNA allocation for each of the seven (7) participating cities
- Compare ADU rents collected under Task 2.3 to “very low-income” and “low-income” categories specified by RHNA to assess affordable housing capacity
- Based on the location data gathered under Task 2.1, compare existing ADUs on the ground with the ADU-eligible parcels identified in the study: Kim, D., Baek, S., Garcia, B. (2021). *Accessory Dwelling Unit (ADU) Potential in the SCAG Region* (Contract No.: 20-079-C01). Southern California Association of Governments; California State Polytechnic University, Pomona, Urban and Regional Planning Department. <https://scag.ca.gov/post/accessory-dwelling-unit-adu-potential-scag-region>
- Forecast, based on housing supply increases due to ADUs, the potential under current conditions if city policies are amended to follow best practices for ADU construction

**Task 2.6 Deliverables:**

- Memorandum that includes the following:
  - Comparison of the number of ADUs built by year and rate of growth to the RHNA allocation for each participating city
  - Comparison of ADU rents collected under Task 2.3 to RHNA's “very low-income” and “low-income” categories to determine if these ADUs serve as affordable housing

- Comparison of existing ADU locations collected under Task 2.1 with the ADU-eligible parcels identified in the study: Kim, D., Baek, S., Garcia, B. (2021). *Accessory Dwelling Unit (ADU) Potential in the SCAG Region*
- ADU forecasts under current conditions and new policies to maximize ADU construction

**Task 2.7: Final Report on ADU Acceleration** – Analyze robust data to determine housing market impacts, successful and unsuccessful regulations, or outreach practices, and city and neighborhood impacts that should be addressed for the ADU program to succeed, and make recommendations for ADU acceleration.

***Task 2.7 Deliverables:***

- Final report summarizing the data and providing analysis of the following:
  - Housing market impacts
  - Calculation of the difference between market-rate rents and “very low-income” and “low-income” RHNA categories to identify subsidy amounts that will make ADUs affordable
  - Successful and unsuccessful ADU regulations or outreach practices
  - City and neighborhood impacts that should be addressed for an ADU program to succeed
  - Recommendations for accelerating ADU construction

**BUDGET / COST PROPOSAL**

Proposals should be submitted with a line-item budget by task. The budget should be submitted in a spreadsheet format and at a minimum include:

- Staff assigned to project, with titles
- Hours allotted per task
- 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.

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 February 28, 2022, start date. The total project is expected to last 11 months and should be completed by December 1, 2022. 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, excluding references, 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.

**Project 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) preferably including a government agency for recent relevant experience for similar projects/services. Include project team member resumes.

Proposals shall be submitted in electronic format via e-mail by 5:00 P.M. on Friday, January 28, 2022 to:

**Ghia Horton**  
**RFP NO. 20220104**  
[ghia@southbaycities.org](mailto:ghia@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 Ghia Horton at (310) 371-7222.

Proposals received after 5:00 P.M. on January 28, 2022, will be rejected. Requests for extensions of this time and date will not be granted. Proposals or unsolicited amendments to proposals received by SBCCOG after the acceptance date will not be considered.

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

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

**If Needed** – A pre-proposal conference will be held the week of January 17, 2022, via Zoom. All prospective proposers are encouraged to attend. Prospective proposers interested in attending should advise SBCCOG by sending an email to Ghia Horton ([ghia@southbaycities.org](mailto:ghia@southbaycities.org)) stating their intent to participate no later than the close of business on January 14, 2022.

### PROCUREMENT SCHEDULE

SBCCOG intends to have the consultant under contract by late February 2022. In support of the selection process, the following schedule of events has been prepared:

Date	Key Events
January 4, 2022	Release Request for Proposals
January 14, 2022	Questions due from proposers by 5:00 PM
Week of January 17, 2022	Pre-proposal conference, if necessary
January 21, 2022	Responses to proposers' questions posted online
January 28, 2022	Proposals due to SBCCOG
Week of January 31, 2022	Proposal evaluations/interviews
February 14, 2022 (projected)	SBCCOG Steering Committee recommendation
February 24, 2022	SBCCOG Board of Directors approval
February 28, 2022	Notice to Proceed for selected consultant

Interviews will take place between January 31, 2022 and February 8, 2022 via Zoom or in person at the SBCCOG office, to be determined:

South Bay Cities Council of Governments  
 2355 Crenshaw Blvd, Suite 125  
 Torrance, CA, 90501

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



## **NOTIFICATION OF RIGHT TO PROTEST CONTRACT AWARD**

Proposers have the right to protest the contract award in compliance with SCAG's policy on contract award protests, which can be viewed online at SCAG's website:

<https://scag.ca.gov/post/vendor-contracts-documents>. A written protest must be filed with SBCCOG's Executive Director, or designee (Chief Operating Officer or Deputy Executive Director) within five (5) working days after posting of the notice of intent to award. SBCCOG will not accept any verbal protests. The protest must be a detailed, written statement of the protest grounds and reference the RFP number and name of the designated contracts administrator. The protest must be submitted to SBCCOG's Executive Director or designee via certified mail using the following address:

JACKI BACHARACH, EXECUTIVE DIRECTOR  
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS  
2355 CRENSHAW BLVD, SUITE 125  
TORRANCE, CA, 90501

The contract award is held up when SBCCOG's Executive Director or designee receives the protest on time. The contract may not be awarded until the protest is either withdrawn or SBCCOG's Executive Director or designee has rendered a decision.

## EVALUATION CRITERIA

Proposers will be evaluated based on the criteria below:

Evaluation Criteria	Max. Possible Points	Points Earned	Comments
<p>TECHNICAL APPROACH</p> <ul style="list-style-type: none"> <li>• Tasks and approach clearly described</li> <li>• Approach is creative and innovative</li> <li>• Project intent has been met</li> </ul>	<b>30</b>		
<p>FIRMS:</p> <p><u>Prime Consultant:</u></p> <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> <p><u>Sub-Consultant(s):</u></p> <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>		
<p>PROJECT MANAGEMENT</p> <ul style="list-style-type: none"> <li>• Reasonable total number and distribution of hours</li> <li>• Qualifications of key individuals</li> <li>• Time commitment of key individuals</li> </ul>	<b>20</b>		
<p>PROJECT COST</p> <ul style="list-style-type: none"> <li>• Realistic cost for services to be performed</li> <li>• Allocation of cost to tasks and activities</li> </ul>	<b>15</b>		
<p>SCHEDULE</p> <ul style="list-style-type: none"> <li>• Total time allocated for each task is realistic</li> <li>• Sequence of each task is logical and feasible</li> </ul>	<b>10</b>		
<b>TOTAL</b>	<b>100</b>		

## 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 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.

1.3 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 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.** **SBCCOG shall pay for services based on the not to exceed budget as itemized in Exhibit A.**

**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, the amount of funds remaining and a summary of the work performed. SBCCOG 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 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/her 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  
2355 Crenshaw Blvd., Suite 125  
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) – (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 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"  
South Bay Cities Council of Governments

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

Name: \_\_\_\_\_

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

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

"Consultant"  
**NAME**

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

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

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

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