

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of June 26, 2025 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and the Siembab Corporation ("Consultant").

R E C I T A L S

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 develop and implement programs for various land use and transportation projects that advance SBCCOG policy.

B. Funding for this master agreement will be defined through a not-to-exceed budget. Professional services provided by the Consultant shall be for various tasks as outlined in Exhibit A, subject to change upon mutual agreement by SBCCOG and Consultant. Compensation provided to Consultant will be funded through grants and contracts received by the SBCCOG where possible.

C. This Agreement shall supersede and replace all prior agreements in place between SBCCOG and Consultant.

D. Consultant represents that it is an independent company in the business of providing the above services and is fully qualified to perform consulting services by virtue of its experience and the training, education and expertise of its principal and due to the specialized nature of these programs, there is justification for a sole source procurement.

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 identified programs and understands that the Consultant assumes full responsibility to advise, and provide input, insight, and expertise on, and assist in the creation of the programs.

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 July 1, 2025 and shall continue until June 30, 2026 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 a not to exceed budget of \$75,000. All invoices must be submitted on a time and materials basis. The agreed upon hourly rate for Walter Siembab is \$95/hour to be reviewed annually. SBCCOG must be notified in writing prior to any sub-contracted work by Siembab Corporation. Rates for such services must be pre-approved prior to work commencing. Mileage expenses will be reimbursed at the current Federal rate.

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. Walter Siembab 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
357 Van Ness Way, Suite 110
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

Consultant:

Siembab Corporation
5944 Chariton Avenue
Los Angeles, CA 90056
Attention: Walter Siembab, President

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 certify that it has no employees. In the event that it acquires employees, 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
Walter Siembab – ws@siembab.com

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

"Consultant"
Siembab Corporation

By:

By:

(SBCCOG Chair) (Signature)

(Signature)

Name:

(Typed or Printed Name)

Date: _____

Title: _____

Attest: _____
SBCCOG Secretary

Date: _____

EXHIBIT A

All compensation will be funded through grants received where possible and in no event shall exceed the total contract amount of \$75,000. Consultant shall track billable time and expenses by project and submit a monthly tracker as part of the monthly invoice.

Consultant will execute tasks assigned by SBCCOG in support of new and ongoing SBCCOG

initiatives and programs, including, but not limited to:

- 1) Local Travel Network Program Development: Siembab Corporation shall serve as an advisor. The South Bay Cities Council of Governments (SBCCOG) conducted an implementation plan and “Route Refinement Study” for a sub-regional slow-speed network serving neighborhood electric vehicles, bicycling, walking, and other slow-speed electric and/or active modes and shared use public ZEV fleets.

Compensation for work related to this project will come from Measure M, Caltrans Sustainability Planning Grant, Safe Streets for All, and any other funding or grants the SBCCOG may receive.

- 2) South Bay Fiber Network: Siembab Corporation shall serve as an advisor. Tasks will include working with the SBFN owner/operator on operations and expansion plans as well as monitoring the actions of the California Broadband Council, the California Department of Technology, the California Emerging Technology Fund, the California Advanced Services Fund and the designated Los Angeles Broadband Consortium and identifying funding opportunities as well as submitting comments on the Broadband For All Action Plan and its continuing development; Continuing with applications development with South Bay Cities including but not limited to those involving digital divide, transportation, GIS, economic development, telework, telemedicine, distance education and e-government; Continuing to work with South Bay Fiber Network partners including South Bay Workforce Investment Board and Beach Cities Health District and Los Angeles County; Developing education materials for various audiences, update Smart City Report as appropriate, pursue funding opportunities as they arise and pursue related initiatives at the request of the SBCCOG Executive Director.

Compensation for work related to this project will come from the broadband funds allocated to this project by the State of California and any other funding or grants the SBCCOG may receive.

- 3) Regional Early Action Planning (REAP) Program: The South Bay Cities Council of Governments (SBCCOG) will be receiving funding from SCAG and Metro under the Regional Early Action Program. The Siembab Corporation will be the advisor for 2 of these projects: the Commercial Redevelopment into Housing (Phase 2) and Micromobility Hubs.

Compensation for work related to this project will come from the SCAG/Metro Regional Early Action Program.

- 4) General Technical Advisory Services: Siembab Corporation shall serve as a technical advisor for climate, land use and transportation projects including attending meetings and seminars, drafting proposals, commenting on work products, making presentations, and advising on implementation strategies.

Compensation for work related to this project will be funded through grants received when possible.

Other tasks and projects may be assigned by the SBCCOG upon mutual agreement by both parties.