



## Independent Contractor Agreement

This Agreement is made between the South Bay Cities Council of Governments (SBCCOG) (Client), with a principal place of business at 20285 S. Western Avenue, Suite 100, Torrance, CA 90501 and Agnes Walker (Contractor).

### **Term of Agreement**

This Agreement will become effective on July 1, 2018 and will end no later than June 30, 2019.

### **Services to be Performed**

Contractor agrees to perform the services described in Exhibit A.

### **Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor \$90.00 per hour, not to exceed \$5,000.00.

### **Terms of Payment**

Contractor shall submit an invoice to Client on the last day of each month for the work performed during that month. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended, and a summary of the work performed. Client shall pay Contractor's fee within a reasonable time after receiving the invoice.

### **Independent Contractor Status**

Contractor is an independent Contractor, not Client's employee. Contractor and Client agree to the following rights consistent with an independent Contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place, location, or time.

- Contractor will furnish all equipment and materials used to provide services required by this Agreement.
- Contractor shall not receive any training from Client in the skills necessary to perform the services required by this Agreement.
- Client shall not require Contractor to devote full time to performing the services required by this Agreement.

### **Subcontracting**

Consultant shall not subcontract work under this Agreement without the express written consent of the SBCCOG. It is mutually understood and acknowledged that SBCCOG is entering into this Agreement with Consultant in specific reliance on its professional qualifications.

### **State and Federal Taxes**

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf.
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

### **Fringe Benefits**

Contractor understands that Contractor is not eligible to participate in any employee retirement, health, vacation pay, sick pay, or other fringe benefit plan of Client.

### **Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor.

### **Unemployment Compensation**

Client shall make no state or federal unemployment compensation payment on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

**Insurance**

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

**Indemnity**

Contractor and Client shall mutually indemnify and hold the other party harmless from any loss or liability arising from performing services under this agreement.

**Terminating the Agreement**

Either party may terminate this Agreement any time by giving ten days written notice to the other party of the intent to terminate.

**Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

**Severability**

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

**Applicable Law**

The laws of the State of California will govern this Agreement.

**Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated in Exhibit B of this Agreement.
- When delivered by email to the recipient's email address as stated in Exhibit B of this Agreement, or
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in Exhibit B of this Agreement

**No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client’s behalf.

**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 Los Angeles County. The parties shall share any costs and fees, other than attorney fees associated with the mediation, equally.

Signatures:

Client: South Bay Cities Council of Governments

By: \_\_\_\_\_  
Kurt Weideman, SBCCOG Chair

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

Contractor: Agnes Walker

By: \_\_\_\_\_  
Agnes Walker

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

## **Exhibit A**

- Assistance during preparation of SBCCOG 2019-2020 Budget
- Budget format recommendations
- Other financial related issues

## Exhibit B

### Addresses for Notices:

#### Client

Address:

South Bay Cities Council of Governments  
Attn: Jacki Bacharach  
20285 S. Western Avenue, Suite 100  
Torrance, CA 90501

Email: [Jacki@southbaycities.org](mailto:Jacki@southbaycities.org)

#### Contractor

Address:

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Email: [agnes\\_w@hotmail.com](mailto:agnes_w@hotmail.com)

Phone: (310) 320-7726