



Independent Contractor Agreement

This Agreement is made between the South Bay Cities Council of Governments (SBCCOG) (Client), with a principal place of business at 2355 Crenshaw Blvd., Suite 125, Torrance, Ca. 90501 and Stephen H. Lantz (Contractor) at 513 El Medio Ave., Los Angeles, CA 90272.

Term of Agreement

This Agreement will become effective on July 1, 2021 and will end no later than June 30, 2024.

Services to be Performed

Contractor agrees to perform the services described in Exhibit A attached to this Agreement subject to modifications annually.

Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor \$7000 per month for a total of \$84,000 annually according to the terms set out below and subject to annual modification.

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, balance remaining, and a summary of the work performed. Client shall pay Contractor's fee within a reasonable time after receiving the invoice.

Expenses

Contractor shall include expenses in invoices and be reimbursed for all expenses specified as reimbursable on the attached Exhibit B for that task. Contractor shall be responsible for all other expenses incurred while performing services under this Agreement.

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.

LOCAL GOVERNMENTS IN ACTION

- Contractor will furnish all equipment and materials used to provide the 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

Contractor 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 Contractor in specific reliance on its professional qualifications.

Other Employment

SBCCOG acknowledges that Contractor may be engaged in consulting work for other clients on issues similar to those on which Contractor is working with SBCCOG, and agrees that as such other activities arise they should be reviewed with the SBCCOG Executive Director to determine that they do not create any conflict of interest with the services provided to SBCCOG hereunder. Any consulting contract with or Metro would be considered a conflict of interest and disallowed.

Business Permits, Certificates and Licenses

Contractor has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

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 pension, 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 payments 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 thirty 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 purposes of the parties are not thereby frustrated.

Applicable Law

This Agreement will be governed by the laws of the state of California.

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 on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or when sent by fax or e-mail to the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a confirmation of receipt.

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 California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

Signatures

Client: South Bay Cities Council of Governments_____

By: _____ Oliva Valentine
Olivia Valentine (Typed or Printed Name)
(Signature)
Title: SBCCOG Chair _____
Date: _____

Contractor: Stephen H. Lantz

By: _____ : Stephen H. Lantz
(Signature) (Typed or Printed Name)
Title: Contractor _____
Date: _____

If Agreement Is Faxed:

Contractor and Client agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or e-mail transmission. Signatures transmitted by facsimile or e-mail transmission shall have the same effect as original signatures.

EXHIBIT A

Transportation Advisory Services to the SBCCOG

1. South Bay Transportation Funding Programs Responsibilities

- 1.1.** Measure R South Bay Highway Program; Measure M Multi-Year Subregional Programs; Measure R Decennial Transit Transfer Program (Policy Only)
 - 1.1.1.** Metro Budget Request Project List Development
 - 1.1.2.** Intergovernmental Coordination (lead agencies, Metro, Caltrans)
 - 1.1.3.** Lead Agency Trainings & Program Orientations
 - 1.1.4.** Public Outreach / Special Events / Media Relations
 - 1.1.5.** Program Administration (funding agreements, invoicing, audits)

2. Broadband/Fiber Program Responsibilities

- 2.1.** Provide policy guidance and advisory services to assist with South Bay Fiber Network (network project) delivery
- 2.2.** Provide policy guidance and advisory services regarding the use of the South Bay Fiber Network in the development of applications for both transportation and non-transportation uses
- 2.3.** Provide coordination services between SBCCOG, SBCCOG member agencies, other public agencies, and private companies/firms as it relates to the development of applications for both transportation and non-transportation uses

3. Local Travel Network Project Responsibilities

- 3.1.** Provide policy guidance and advisory services to assist with the delivery of the Local Travel Network program of projects
- 3.2.** Intergovernmental Coordination (lead agencies, Metro, Caltrans)

4. General SBCCOG Transportation Policy Responsibilities

4.1. Authorship Services

- 4.1.1.** Prepare Monthly Transportation Update for inclusion in SBCCOG meeting agendas
- 4.1.2.** Review and edit draft SBCCOG working group/committee agenda items prepared by SBCCOG staff
- 4.1.3.** Draft policy, comment, and other letters related to South Bay transportation priorities, concerns, issue areas, and advocacy areas

4.2. Policy Monitoring and Advisory Services

- 4.2.1.** Rail development (including but not limited to: Metro Green Line South Extension; Metro Crenshaw-LAX Corridor; Metro Airport Connector Project; Crenshaw-LAX Northern Extension; Inglewood Automated People Mover; Sepulveda Pass Project; Green Line extensions east or south of the Crenshaw station, system-wide rail development considerations)
 - 4.2.1.1.** Other rail-related issues including but not limited to Metro First/Last Mile Program and 3% Local Contribution requirement

- 4.2.2. Highway/Road issues (including but not limited to: ExpressLane Program expansion; I-405 South Bay Curve; Goods Movement; Transportation Demand Management; MicroTransit; Congestion Pricing; Transit Oriented Development)
- 4.3. Sustainable South Bay Strategy
 - 4.3.1. Assist, as requested, SBCCOG to develop and implement sustainable development strategies related to transportation, such as neighborhood-oriented development
- 4.4. Inter-Governmental and Inter-Agency Coordination and Monitoring
 - 4.4.1. Metro Committees: Monitor and report to the Executive Director any agenda items of interest to the South Bay with recommended actions relating to business conducted via Metro's committees (including but not limited to: Board of Directors; Policy Advisory Committee; Finance, Budget and Audit Committee; Planning and Programming Committee; Operations, Safety, and Customer Experience Committee; Construction Committee; Executive Management Committee)
 - 4.4.2. Metro Initiatives: Monitor and report to the Executive Director on various Metro Initiatives of interest to the South Bay with recommended actions. (Metro Initiatives include but are not limited to: NextGen Bus Plan; Active Transportation Program; Metro Service Recovery; Fare Policies; MicroTransit; ExpressLanes; Congestion Pricing and others)
 - 4.4.3. Caltrans: Monitor and report to the Executive Director items of interest to the South Bay with recommended actions relating to Caltrans/State transportation policies, initiatives, programs, and projects
 - 4.4.4. SBCCOG Member Agencies: With Executive Director and SBCCOG staff, work with SBCCOG Board Members and local jurisdiction staff to continue building relationships and understanding issues
 - 4.4.5. Interface on transportation issues on behalf of the SBCCOG and manage SBCCOG relationships with Metro, Caltrans, SCAG, California Transportation Commission, Federal Highway Administration, and other transportation agencies and organizations
 - 4.4.6. SBCCOG Transportation Legislative Strategy: Work with Executive Director and SBCCOG staff regarding legislative transportation priorities and strategy development
 - 4.4.7. Train SBCCOG staff on transportation policies
- 4.5. Transportation Funding Monitoring and Development: Work with SBCCOG and Member Agency staff and other stakeholders in the identification and development of new funding sources (such as Federal or State grant programs) to develop and implement South Bay transportation, transit, and broadband projects and priorities
- 4.6. Support the SBCCOG Executive Director, Board, and staff on other transportation related matters, as requested or assigned.

5. Other SBCCOG Responsibilities

- 5.1.** SCAG Regional Council and Committees monitoring: Provide SBCCOG Executive Director a summary of monthly agenda items of interest to SBCCOG with recommended actions
- 5.2.** CALCOG: As requested, attend CDAC and other CALCOG meetings and provide SBCCOG Executive Director a summary of items of interest to SBCCOG with recommended actions

EXHIBIT B

Reimbursable Expenses

- Pre-approved travel outside of Southern California
- Parking fees, upon receipt
- Transit fares, upon receipt
- Pre-approved meeting attendance meal and registration costs