



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 Rosemary Lackow (Contractor).

Term of Agreement

This Agreement will become effective on September 1, 2023 and will end no later than June 30, 2024.

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 \$32.00 per hour, not to exceed \$10,000.

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: _____
John Cruikshank, Chair

Date: _____

Contractor: Rosemary Lackow

By: _____
Rosemary Lackow

Date: _____

Exhibit A

Consultant will provide the following services:

1. Committee Support, as assigned including Taking the minutes, assisting with the meeting prep, assuring that there are copies of all of the materials, etc.
2. Quarterly SBCCOG Newsletter Development Assistance including: determining schedule, writing or obtaining articles, editing, supporting graphic layout and printing, distributing by email and hard copy to cities and others as directed, and posting on the SBCCOG website
3. Photo Database Management including helping to ensure that photos are obtained for use in publications and making sure photos are labeled correctly
4. City Outreach Support including following up with cities to obtain information that supports SBCCOG programs and communication activities
5. Bio Development Assistance including supporting the SBCCOG Communications staff with developing, editing, and updating staff bios
6. General Assembly Support including obtaining sponsors, assisting with exhibit hall, and providing general support as needed
7. Other Tasks as assigned

D. State of the city research – timing, venue, contact info

E. SBCCOG style guide

F. Media Sponsorships

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

Contractor

Address:

Rosemary Lackow
7707 Westlawn Ave
Los Angeles, CA 90045

Email: rlackowlpe@gmail.com