



Independent Contractor Agreement

This Agreement is made between the South Bay Cities Council of Governments (SBCCOG) (Client), with a principal place of business at 357 Van Ness Way, Suite 110, Torrance, CA 90501 and Jon Rodman (Contractor), 5510 Laurette Street, Torrance, CA 90503.

Term of Agreement

This Agreement will become effective on July 1, 2026 and will end no later than June 30, 2027.

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 \$36 per hour for no more than 34 hours per month, not to exceed a total amount of \$15,000 during the Term of Agreement. Prior written authorization by Client is required for any hours over the monthly maximum that Contractor would spend to perform tasks assigned by Client.

Terms of Payment

Contractor shall submit an invoice to Client no later than two days before the first Tuesday of each month for work performed during the previous month. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended per task/project, remaining balance, and a summary of the work performed. Client shall pay Contractor's fee within 45 days after receiving the invoice. Invoices shall be submitted via email at AP@southbaycities.org.

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 as long as agreed upon timelines are met.
- 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 their 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.

<SIGNATURE PAGE FOLLOWS>

Signatures:

Client: South Bay Cities Council of Governments

By: _____
SBCCOG Chair

Date: _____

Contractor: Jon Rodman

By: _____
Jon Rodman

Date: _____

Exhibit A – Scope of Work

Contractor will execute tasks assigned by Client in support of new and ongoing SBCCOG initiatives and programs. Tasks may include, but are not limited to:

- 1) Provide Geographic Information Systems (GIS) services
 - a. Map making
 - b. Data research
 - c. Data analysis
 - d. Data set maintenance
 - e. Online publishing
 - f. Surveys & forms
- 2) Create Presentations
 - a. PowerPoint presentations
 - b. ESRI interactive web applications such as (but not limited to) Story Maps and Dashboards
- 3) Actively Participate in Assigned SBCCOG Projects as directed
 - a. Team meetings
 - b. External/Outreach meetings
- 4) Perform other tasks as assigned by Client (upon mutual agreement)

Exhibit B

Addresses for Notices:

Client

Address:

South Bay Cities Council of Governments
Attn: Jacki Bacharach
357 Van Ness Way, Suite 110
Torrance, CA 90501

Email: Jacki@southbaycities.org

Contractor

Address:

5510 Laurette Street
Torrance, CA 90503
Attention: Jon Rodman

Email: Jon.Rodman@verizon.net