

Council Approval Date: \_\_\_\_\_

Agenda Item: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

## Letter of Agreement

Dear

The **City of Santa Clarita** (“**City**”) would like to enter into a letter of agreement (“**Agreement**”) with \_\_\_\_\_ (“**Consultant**”) for \_\_\_\_\_.

### 1. Scope of Work

**Consultant**’s proposal submitted on \_\_\_\_\_, (“**Proposal**”), is attached hereto and incorporated herein by reference. **Consultant** is responsible for the completion of tasks and subtasks that are addressed in the Proposal and/or amendments to **Agreement**.

### 2. Compensation

The **City** agrees to compensate **Consultant** for services rendered based on an hourly rate of \_\_\_\_\_ (\$ \_\_\_\_\_) per hour, not to exceed \_\_\_\_\_ hours total.

The total cost of **Agreement** shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_). This amount represents the total compensation to be paid to **Consultant** by **City** for all work to be done by **Consultant**, including all allowable costs.

### 3. Time Schedule

The schedule of work to be completed by **Consultant** includes delivery of work products or services discussed in Scope of Work. Work should be completed in accordance with the final time schedule by **Consultant** and agreed to by **City**.

### 4. Indemnification

**CONSULTANT** agrees to indemnify and hold **City** harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising out of the performance of this **Agreement** by **Consultant**. Should **City** be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by **Consultant** of services rendered pursuant to this **Agreement**, **Consultant** will defend **City** (at **City** request and with counsel satisfactory to **City**) and will indemnify **City** for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise.

## 5. Insurance

### A. General Insurance Requirements

1. All insurance shall be primary insurance and shall name City of Santa Clarita as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as an additional insured, and an additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon.

2. If the operation under this **Agreement** results in an increased or decreased risk in the opinion of the **City's** Risk Administrator, then **Consultant** agrees that the minimum limits hereinabove designated shall be changed accordingly upon written request by the Risk Administrator.

3. **Consultant** agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which **Consultant** may be held responsible for the payment of damages to persons or property resulting from **Consultant's** activities, the activities of its subconsultants, or the activities of any person or persons for which **Consultant** is otherwise responsible.

4. A Certificate of Insurance, and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with a company acceptable to the **City's** Risk Administrator shall be submitted to **City** prior to execution of this **Agreement** on behalf of the **City**.

5. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for nonpayment of premiums otherwise, without 30 days prior written notice of amendment or cancellation to **City**. In the event the said insurance is canceled, **Consultant** shall, prior to the cancellation date, submit new evidence of insurance in the amounts heretofore established.

6. All required insurance must be in effect prior to awarding the contract, and it or a successor policy must be in effect for the duration of the contract. Maintenance of proper insurance coverage is a material element of the **Agreement**, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the **City** as a material breach of contract. If **Consultant**, at any time during the term of this **Agreement**, should fail to secure or maintain any insurance required under this **Agreement**, **City** shall be permitted to obtain such insurance in **Consultant's** name and shall be compensated by **Consultant** for the cost of the insurance premiums.

7. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain coverage at CONTRACTOR'S expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate. In the alternative, should CONTRACTOR fail to meet any of the insurance requirements under this agreement, City may cancel the Agreement immediately with no penalty.

8. Should Contractor's insurance required by this Agreement be cancelled at any point prior to expiration of the policy, CONTRACTOR must notify City within 24 hours of receipt of notice of cancellation. Furthermore, CONTRACTOR must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. CONTRACTOR must ensure that there is no lapse in coverage.

B. General Liability and Property Damage Insurance

**Consultant** agrees to procure and maintain general liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly from any act or activities of **Consultant**, its subconsultants, or any person acting for **Consultant** or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of **Consultant**, or its subconsultants, or any person acting for **Consultant**, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect **City** against incurring any legal cost in defending claims for alleged loss. Such general liability and property damage insurance shall be maintained in the following minimum limits: A combined single-limit policy with coverage limits in the amount of \$1,000,000 per occurrence will be considered equivalent to the required minimum limits.

C. Automotive Insurance

**Consultant** shall procure and maintain public liability and property damage insurance coverage for automotive equipment with coverage limits of not less than \$1,000,000 combined single limit. If **Consultant** does not own automobiles, **Consultant** shall provide a waiver releasing **City** from all liability resulting from **Consultant's** use of personal vehicles on project.

D. Worker's Compensation Insurance

**Consultant** shall procure and maintain Worker's Compensation Insurance in the amount of \$1,000,000 per occurrence or as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both **Consultant** and **City** against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by **Consultant** in the course of carrying out the **Agreement**.

**6. W-9 Form – Request for Taxpayer Identification Number and Certification**

Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all contracts entered into with the City of Santa Clarita. Consultant agrees to complete all required forms necessary to comply with EDD regulations.

**7. Notices**

All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

If to CITY:

City of Santa Clarita  
Attn: Kenneth W. Striplin, City Manager  
23920 Valencia Boulevard, Suite 300  
Santa Clarita, CA 91355

Attention:

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

**8. Conflict of Interest**

CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the CONSULTANT or CONSULTING FIRM to notify the CITY pursuant to Section 7. **Notices** of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of CONSULTANT(S), unless as indicated in Subsection B., will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of CONSULTANT, except as indicated in Subsection B.

\_\_\_\_\_  
Initials of Consultant

- B. In accomplishing the scope of services of this Agreement, CONSULTANT(S) will be performing a specialized or general service for the CITY, and there is substantial likelihood that the CONSULTANT'S work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following CONSULTANT(S) shall be subject to the Disclosure Category "1" of the CITY's Conflict of Interest Code:

\_\_\_\_\_  
\_\_\_\_\_

**9. Electronic Transmission of Contract and Signatures**

The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this contract on this date of

**FOR CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

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

**IF CORPORATION:**

By:\_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

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

**FOR CITY OF SANTA CLARITA:**  
KENNETH W. STRIPLIN, CITY MANAGER

By: \_\_\_\_\_  
City Manager

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

**APPROVED AS TO FORM:**  
JOSEPH M. MONTES, CITY ATTORNEY

By: \_\_\_\_\_  
City Attorney

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