

**[[[Model Letter Agreement – Remove This Title When Used]]]
[To Be Inserted on City of Banning Letterhead]**

[INSERT NAME]
[INSERT ADDRESS]

Re: Letter of Agreement for _____[INSERT TYPE OF SERVICES]_____

Dear ____[INSERT NAME]_____:

This letter shall be our Agreement regarding the _____[INSERT TYPE OF SERVICES]____described below (“Services”) to be provided by ____[INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]____(“Contractor”) as an independent contractor to the City of Banning for the City’s __[INSERT NAME OF PROJECT]____(“Project”).

The Services to be provided include the following: [INSERT A DETAILED DESCRIPTION OF SERVICES – IF THE CONTRACTOR HAS A SEPARATE SCOPE OF SERVICES DOCUMENT, ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.]

Contractor shall perform all Services under this Letter of Agreement in a competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services all be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) of \$ _____ [INSERT RATES FOR EACH TYPE OF EMPLOYEE TO BE USED – IF THE CONTRACTOR HAS A SEPARATE RATE SCHEDULE DOCUMENT, ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: The rates to be provided are more particularly described in the Rate Schedule attached hereto as Exhibit “B” and incorporated herein by reference.]. However, unless expressly agreed in writing in advance by the City, the total cost to the City for the Services shall not exceed \$ _____.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, title 8, Section 1600, et seq., (“Prevailing wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Project is a “public works” or “maintenance” project with a

total cost of \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend indemnify and hold the city, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' compensation coverage for such employees, which meets all requirements of state law. [IF CONTRACTOR IS AN ENGINEER, DESIGNER OR OTHER TYPE OF PROFESSIONAL FOR WHICH PROFESSIONAL ERRORS AND OMISSIONS INSURANCE IS APPROPRIATE, YOU MAY INCLUDE THE FOLLOWING SENTENCE: Contractor shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.]

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoice in a timely manner. Services on the Project shall begin immediately and be completed by ___[INSERT DATE]___, unless extended by the City in writing. The City may terminate this Letter of agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Service of this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. Return three signed copies of this letter, along with your insurance certificates to the City of Banning. An original, executed copy of this Letter of Agreement will be returned to you, along with a Purchase Order.

CITY

Approved by:

Randy Anstine
City Manager

Approved as to Form:

Burke, Williams & Sorensen, LLP
City Attorney

CONTRACTOR

Reviewed and Accepted by contractor:

Signature

Name

Title

Date

By _____
(Authorized Officer)

Title _____

Print Name

Phone

Two signatures are required if a corporation

EXHIBIT “A” SCOPE OF SERVICES

[Type Scope of Services or Attach Contractor’s Scope of Services]

DRAFT

EXHIBIT "B" SCHEDULE OF SERVICES

[Type in Schedule or Attach Contractor's Schedule]

DRAFT

EXHIBIT "C" COMPENSATION

[Type in Compensation or Attach Contractor's Compensation Sheet]

DRAFT

EXHIBIT “D” CONTRACT MODIFICATIONS

[Type in any Modifications to Contract or Type “Intentionally Left Blank”]