

Date

Name

Address

City, State ZIP

Dear _____:

Re: _____

The purpose of this Letter Agreement is to grant authorization to _____ (Consultant) to proceed with _____ WORK _____ for the Southeastern Economic Development Corporation (SEDC).

It is understood that the terms of this Letter Agreement and Scope of Services are mutually acceptable to all parties. The compensation being offered is hourly or flat rate with limits. The total compensation for all services performed pursuant to this Letter Agreement shall not exceed _____ for the Fiscal Year 09-10.

The Method of Payment shall conform to the following: (1) the Consultant shall submit an invoice to SEDC specifying the amount due for services performed; and (2) the Consultant shall provide a detailed description of the services performed.

SEDC shall have thirty (30) days to make payments from the date of receipt of invoice. Payments shall be made payable to the Consultant at the given address above.

Scope of Services

The agreed upon Scope of Services shall include the following:

- _____
- _____
- _____
- _____
- _____

- Perform other responsibilities associated with this position as may be appropriate

Other tasks and services not delineated here shall reference this Letter Agreement and be prepared as an amendment thereto.

Ownership of Materials

Any and all instructional designs and materials created specifically for SEDC, prepared by the Consultant solely for this program, shall be the property of the SEDC from the moment of their preparation, and the

REFERENCE

Consultant shall deliver such materials and documents to SEDC whenever requested to do so by SEDC. However, the Consultant shall have the right to make duplicate copies of such materials for the Consultant's own file and use by Consultant for other presentations, without association with or reference to SEDC, unless such association or reference is authorized in writing by SEDC.

Commencement of Services

Consultant shall commence services on or about **DATE**. Services shall continue until funds for this Letter Agreement are exhausted or the corporation no longer requires the Consultant services, whichever ever occurs first. In any event, either party shall have the option to cancel the Letter Agreement within ten (10) days of written notice to the other, with nothing else required by either party.

The services performed under this contract are performed under the direction of SEDC staff **TITLE**.

In the event of the early termination of this Letter Agreement by any party all work completed or in progress shall be immediately delivered to the corporation and payment for said work will be made through the termination date.

Status of Consultant

It is understood and agreed that SEDC is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Letter Agreement. Consultant shall complete this Letter Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by SEDC, except as to the results of the work. Consultant is, for all purposes arising out of this Letter Agreement, an independent contractor, and neither Consultant, nor its employees, agents and representatives shall be deemed an employee of SEDC for any purpose.

Confidentiality and Use of Information

Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by Consultant respecting matters covered by this Letter Agreement shall not be published without prior written consent of the Acting President/CEO of SEDC or his designees, nor shall Consultant issue any news releases or publish information relating to its services hereunder without the prior written consent of the Acting President/CEO. Consultant shall hold in trust for SEDC, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the SEDC's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

Consultant shall advise SEDC of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise SEDC and, as a result of the use of any programs or materials developed by Consultant under this Letter Agreement, SEDC should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and hold harmless SEDC against any action or claim brought by the copyright holder.

REFERENCE

Ownership of Records

All records created by Consultant shall become the property of SEDC and shall be subject to state law and SEDC policies governing privacy and access to files. SEDC shall have access to and the right to examine all books, documents, papers and records of the Consultant involving transactions and work related to this Letter Agreement. The Consultant shall retain all copies of records for a period of five (5) years from the date of final payment.

Insurance Requirements

Consultant shall not begin the services under this Letter Agreement until it has: (a) obtained, and upon SEDC's request, provided to SEDC, insurance certificates reflecting evidence of all insurance required in this section; however, SEDC reserves the right to request, and Consultant shall submit, copies of any policy upon reasonable request by SEDC; (b) obtained SEDC approval of each company or companies as required by this section; and (c) confirmed that all policies contain the specific provisions required in this section.

Types of Insurance

At all times during the term of this Letter Agreement, Consultant shall maintain insurance coverage as follows:

1. **Commercial General Liability** Commercial General Liability (CGL) Insurance written on an occurrence basis to protect Consultant and SEDC against liability or claims of liability which may arise out of this Letter Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of One Million Dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

2. **Workers' Compensation** For all of Consultant's employees who are subject to this Letter Agreement and to the extent required by applicable state or federal law, Consultant shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and Consultant shall provide an endorsement that the insurer waives the right of subrogation against SEDC and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against SEDC by a bona fide employee of Consultant participating under this Letter Agreement, Consultant agrees to defend and indemnify SEDC from such claim.

3. **Professional Liability** For all of Consultant's employees who are subject to this Letter Agreement, Consultant shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate. Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Letter Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Letter Agreement or substantial completion of services under this Letter Agreement, whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase SEDC's exposure to loss.

Insurer Requirements

All insurance required by express provision of this Letter Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. SEDC will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

REFERENCE

Deductibles

All deductibles on any policy shall be the responsibility of Consultant and shall be disclosed to SEDC at the time the evidence of insurance is provided.

Specific Provisions Required

Each policy required under this section shall expressly provide, and an endorsement shall be submitted to SEDC, that: (a) the policies are primary and non-contributory to any insurance that may be carried by SEDC; and (b) SEDC is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL and Workers' Compensation policies shall expressly provide, and an endorsement shall be submitted to SEDC, that SEDC and its respective officers and employees are additional insured's under the policy.


Indemnity Not Limited by Insurance

Consultant's liabilities, including, but not limited to, Consultant's indemnity and defense obligations under this Letter Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Letter Agreement, and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Letter Agreement may be treated as a material breach of contract by SEDC.

It is hereby agreed by the signing of this Letter Agreement with the signatures below that the above terms, conditions and Scope of Services are mutually acceptable to both parties.

SOUTHEASTERN ECONOMIC
DEVELOPMENT CORPORATION
A Public Agency Organized as a
California Nonprofit Public Benefit
Corporation

By: _____
Jerome Groomes
President

By: _____


Date: _____

Date: _____