



CITY OF CLAREMONT

Attachment A

Administrative Services Department

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[contact@claremontca.gov](mailto:contact@claremontca.gov)

April 29, 2026

Kyle Denman  
Arts Bridging the Gap  
815 South Sherbourne Drive #6  
Los Angeles, CA 90035

Dear Mr. Denman:

Letter of Agreement for Arts Bridging the Gap Teen Community Mural Project

This letter shall be our Agreement regarding the community mural described below (“Services”) to be provided by 501(c)(3) nonprofit organization Arts Bridging the Gap (ABG) (“Contractor”) as an independent contractor to the City of Claremont for the City’s Teen Community Mural (“Project”).

The Services to be provided include the following: Arts-based workshops with the City of Claremont Teen Committee and community-created public mural.

Contractor shall perform all Services under this Agreement in a skillful and 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 and regulations. 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 Services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) of \$ 21. However, unless expressly agreed to in writing in advance by the City, the cost to the City for the Services shall not exceed \$10,000.00.

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 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000

or more, Contractor agrees to fully comply with such Prevailing Wage Laws. If required by law or regulation, 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 insurance, including 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 Agreement, Contractor shall also provide proof of workers compensation coverage for such employees, which meets all requirements of state law. 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 invoices in a timely manner. Services on the Project shall begin immediately with a target completion date of November 1, 2026. Contractor shall meet City-provided schedules and deadlines. The City may terminate this Agreement at any time with or without cause. If the City finds it necessary to terminate this 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 Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, and agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, and injuries, in law or equity, 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, subconsultants, or subcontractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorney's fees and other related costs and expenses.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal

expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, and volunteers.

City will evaluate Contractor's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Contractor or any of Contractor's employees, agents, or subcontractors. Should it be determined that disclosure is required, Contractor or Contractor's affected employees, agents, or subcontractors will complete and file with the City Clerk the cover page and those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Contractor warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Contractor hereto. If you agree with the terms of this Agreement, please indicate by signing and dating two original agreements where indicated below and return both to the undersigned. Once the documents are fully executed, one original will be returned to you for your records.

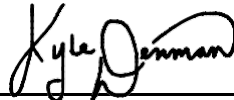
**CITY OF CLAREMONT**

**ARTS BRIDGING THE GAP**

Approved by:

Reviewed and Accepted by Contractor:

\_\_\_\_\_  
Jamie Earl  
Assistant City Manager

  
\_\_\_\_\_  
Signature


Attest:

Kyle Denman  
Executive Director, Arts Bridging the Gap

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rutan & Tucker, LLP  
City Attorney