

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
THE INSTITUTE FOR LOCAL GOVERNMENT  
FOR CAP ENGAGEMENT SERVICES AND SUPPORT**

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**SERVICES AGREEMENT**

This Agreement is entered into by and between the City of San Diego, a municipal corporation (City), and The Institute for Local Government (Contractor) (collectively, the Parties).

**RECITALS**

City needs engagement and outreach services for the update to the 2015 Climate Action Plan (CAP). To ensure that climate equity is at the forefront, the City seeks to ensure that the diverse voices of San Diegans are engaged and empowered in this process, as further described in the Scope of Services (Services), attached hereto as Exhibit A.

Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

City and Contractor wish to enter into an agreement whereby City will retain Contractor to provide the Services.

Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Agreement is exempt from competitive bidding requirements because this Agreement furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**CONTRACTOR SERVICES**

**Scope of Services.** Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

**Contract Administrator.** The Sustainability Department (Department) is the Contract Administrator for this Agreement. The Contract Administrator's contact information is as follows:

Roberto Carlos Torres  
1200 Third Ave. Suite 1800  
San Diego, CA 92101  
619-533-5974  
[RCTorres@SanDiego.gov](mailto:RCTorres@SanDiego.gov)

**General Contract Terms and Provisions.** This Agreement incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

**Submittals Required with the Agreement.** Contractor is required to submit all forms and information listed in Exhibit C before this Agreement is executed.

**Wage Requirements or Reserved.** This Agreement incorporates by reference City's Wage Requirements, attached hereto as Exhibit D.

## DURATION OF AGREEMENT

**Effective Date.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40.

**Agreement Term.** This Agreement shall be for a term of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Agreement for one (1) additional two (2) year period. Unless otherwise terminated, this Agreement shall be effective until completion of Services. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

## COMPENSATION

**Amount of Compensation.** The City shall pay the Contractor for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$150,000.

**Annual Appropriation of Funds.** Contractor acknowledges that the Agreement Term may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for

and authorizing such work and compensation for those fiscal years. City may terminate the Agreement if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

### CONTRACT DOCUMENTS

**Contract Documents.** This Agreement, including its exhibits, constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

**Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR  
The Institute for Local Government

CITY OF SAN DIEGO  
A Municipal Corporation

By: Erica L Manuel

By: Abara

Name: Erica L. Manuel

Name: Claudia C. Abarca

Executive Director & CEO

Director, Purchasing & Contracting

Date: December 18, 2020

Date: January 22, 2021

Approved as to form this 3<sup>rd</sup> day of  
February, 2021.  
MARA W. ELLIOTT, City Attorney

By: Nicole m. Denow  
Deputy City Attorney

Nicole m. Denow  
Print Name





## EXHIBIT A SCOPE OF SERVICES

### OVERVIEW

The City of San Diego's Sustainability Department seeks assistance with engagement and outreach services for the update to the [2015 Climate Action Plan](#) (CAP). When the City of San Diego released the landmark CAP in 2015, it included a commitment to update the plan in 2020 and a call to address social equity and environmental justice – more commonly referred to as climate equity – which the City seeks to make the centerpiece of the updated CAP. To ensure that climate equity is at the forefront, the City seeks to ensure that the diverse voices of San Diegans are engaged and empowered in this process.

In 2019, the City developed the [Climate Equity Index](#) (CEI) to identify the relative level of access to opportunity each census tract contained. The report found 61 census tracts that have relatively low to very low access to opportunity. These areas are referred to as Communities of Concern. The City has identified four Community of Concern regions to target in the CAP engagement: 1) City Heights, 2) Barrio Logan, Southeastern San Diego 3) Encanto, Skyline, Paradise Hills, and 4) San Ysidro, Nestor, Otay Mesa. The City is committed to ensuring proper engagement with these residents in a focused and targeted manner, that partners and empowers community-based organizations (CBOs) that have built trust with residents within the Communities of Concern.

### REQUIREMENTS AND TASKS

The Contractor shall provide the following.

#### **1. Task 1: Subcontracting & Administration**

The Contractor will subcontract with at least 6 nonprofits and CBOs, overseeing and executing all administrative tasks and responsibilities to assist and manage the CBOs.

- a. Task 1.1: Execute contracts and process payments to community-based organizations and nonprofits in a timely manner.
  - i. Enter into agreement with at least one community-based organization from each Community of Concern Region, with written approval from the Contract Administrator, to conduct community engagement efforts in the region they represent.
    1. Community of Concern regions are defined as follows:
      - a. Community of Concern Region 1 - City Heights Planning Area.

- b. Community of Concern Region 2 - Barrio Logan Planning Area and Southeastern San Diego Planning Area.
  - c. Community of Concern Region 3 – Encanto Neighborhoods Planning Area and the Skyline-Paradise Hills Planning Area.
  - d. Community of Concern Region 4 – Otay Mesa Planning Area, Otay Mesa-Nestor Planning Area, and San Ysidro Planning Area.
- ii. Enter into agreement with at least one non-profit, approved by the Contract Administrator, to cover Citywide engagement efforts for the project not covered by the CBOs and to provide additional support, as needed, to the CBOs.
    - 1. The subcontractor will support the City’s other engagement efforts on the project, as needed, and provide general guidance on best practices for GHG emission reduction measures to incorporate into the CAP update.
  - iii. Enter into agreement with at least one non-profit, approved by the Contract Administrator, that has an understanding of local engagement efforts and background in equitable community engagement practices.
    - 1. The subcontractor will provide general guidance on equitable engagement practices to the City, provide feedback on engagement efforts, suggest best practices to incorporate climate equity into the project, and other tasks related to climate equity as requested by the Contract Administrator.
- b. Task 1.2: Provide monthly invoice and activity reports

Reports will be provided on the first business day of each month detailing recent activities, services provided, and general feedback to the Contract Administrator, along with an invoice for work completed under the agreement or needed reimbursement, in following the fee schedule (Exhibit B).

- c. Task 1.3: Develop and Maintain Listserv

One (1) month after execution of Contract, the Contractor will provide an initial listserv to the Contract Administrator and provide updated listservs as information changes or is updated.

## **2. Task 2: Coordination and Support of Community-Based Organizations**

Contractor will provide support to the nonprofits and CBOs for this contract, coordinate engagement efforts and logistics, and manage the collection of information to inform the project.

a. Task 2.1: Create unique outreach plans with subcontractors

In consultation with each CBO or nonprofit, the Contractor will work with the subcontractors to develop an outreach plan that meets the unique needs of each Community of Concern region to facilitate community engagement efforts in communities of concern. Draft engagement plans will be provided to Contract Administrator within three months after execution of the agreement for approval.

i. Outreach plans will be unique to match the needs of each region and seek to gather input on the CAP update process, impacts of climate change, priority projects for each community, and any other information that may be helpful in updating the City's CAP.

1. Outreach plans should address how each engagement effort will seek to engage with hard to engage demographics, such as those with limited English proficiency, disability, or financial barriers.

b. Task 2.2: Provide logistical support for community-based organizations

The Contractor will support the engagement efforts of each subcontractor by providing any logistical assistance, as needed or part of the outreach plan.

c. Task 2.3: Attend meetings and take notes from CBO engagement efforts.

d. Task 2.4: Host and facilitate monthly meetings with subcontractors and the City, unless otherwise requested by the Contract Administrator.

e. Task 2.5: Provide or secure interpretation or translation services, as needed, for engagement events.

**3. Task 3: Virtual Engagement Approach**

The Contractor will provide advice and as needed assistance to City staff for virtual engagement efforts.

a. Task 3.1 Review any provided content from the Contract Administrator drafted for City webpages, social media, newsletters, and eblast.



- b. Task 3.2 Assist City in implementing its overall citywide engagement efforts, as requested by the Contract Administrator.

#### **4. Task 4: Project Management and Reporting**

Contractor will be responsible for general project management regarding the community engagement efforts of its subcontractors. Contractor will also provide detailed reports on engagement efforts, outcomes, input from engaged residents, and feedback on best practices.

- a. Task 4.1 Each report will summarize public engagement efforts for each activity conducted by Contractor or subcontractor and provide a report to the Contract Administrator no more than twenty (20) days after the activity takes place.
  - i. Engagement report must include the following information, whenever possible.
    - 1. Attendance roster
    - 2. Demographic information, including but not limited to:
      - a. race/ethnicity
      - b. gender identity
      - c. age
      - d. neighborhood
      - e. income level
      - f. housing status
    - 3. Summary of engagement activity employed
    - 4. Key findings from resident feedback
- b. Task 4.2 Participate in as needed project conference calls, at least monthly.
- c. Task 4.3 Draft Report on Best Practices  
Contractor will provide a report on best practices derived from the engagement activities conducted by subcontractors to provide useful insight to best ways to engage communities of concern for future outreach, no more than three (3) months after concluding all engagement activities.

#### **ROLES AND RESPONSIBILITIES**

##### **Contractor's General Roles and Responsibilities**

With respect to all services provided to the City, Contractor will fulfill the following operational roles and responsibilities:

- a. General management and support to all subcontractors identified in section B.1.a.
- b. Coordinate and manage all engagement activities conducted and planned with all subcontractors.



- c. Ensure open, transparent, and consistent communication with Contract Administrator.
- d. Alert Contract Administrator of any issues or concern immediately.

## Fee Schedule

Task Description	Hours	Budgeted PE	Budgeted NPE
<b>Task 1: Subcontracting &amp; Administration</b>			
Task 1.1: Execute Contract with City of San Diego	6	\$ 1,105.00	\$ -
Task 1.2 Execute contracts/process payments	18	\$ 3,315.00	\$ 113,000.00
Task 1.3: Provide monthly invoice and activity reports	13	\$ 2,675.00	\$ -
Task 1.4: Develop and Maintain Listserv	8	\$ 1,600.00	\$ -
<b>Total for Task 1</b>	<b>45</b>	<b>\$ 8,695.00</b>	<b>\$ 113,000.00</b>
<b>Task 2: Coordination and Support</b>			
Task 2.1: Create unique outreach plans with subcontractors	30	\$ 5,425.00	\$ -
Task 2.2: Provide logistical support for CBOs	45	\$ 7,950.00	\$ -
Task 2.3: Attend meetings and take notes from efforts	25	\$ 4,300.00	\$ -
Task 2.4: Host and facilitate monthly meetings with subcontractors	35	\$ 6,425.00	\$ -
Task 2.5: Translation/Interpretation Services		\$ -	\$ 4,000.00
<b>Total for Task 2</b>	<b>120</b>	<b>\$ 24,100.00</b>	<b>\$ 4,000.00</b>
<b>Task 3: Virtual Engagement Approach</b>			
Task 3.1 Review content for Engagement	10	\$ 2,100.00	\$ -
Task 3.2: Assist City with other Engagement Efforts	35	\$ 7,500.00	\$ -
<b>Total for Task 3</b>	<b>34</b>	<b>\$ 9,600.00</b>	<b>\$ -</b>
<b>Task 4: Project Management and Reporting</b>			
Task 4.1: Report Summary on Key Findings	8	\$ 1,650.00	\$ -
Task 4.2: Participate in conference calls	22	\$ 4,450.00	\$ -
Task 4.3: Assist with Report Draft	30	\$ 5,425.00	
<b>Total for Task 4</b>	<b>59</b>	<b>\$ 11,525.00</b>	<b>\$ -</b>
Miscellaneous Costs			\$ 4,000.00
<b>Total Project Cost</b>			<b>\$ 174,920.00</b>
ILG in-kind contribution		\$ (25,000.00)	
<b>Contract Budget Total</b>			<b>\$ 149,920.00</b>

**EXHIBIT B**  
**CITY OF SAN DIEGO'S GENERAL TERMS AND PROVISIONS**

**EXHIBIT C**  
**CITY REQUIRED FORMS**

Contractor Standards Pledge of Compliances

Insurance Certificates with all endorsements

Taxpayer Identification Form W-9 (if not currently on file)

IRS Letter of Non-Profit 501(c) (3) Status

Living Wage Certification Form or Living Wage Exemption Form (if applicable)



## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the

previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. **Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. **Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. **Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. **Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. **Required Provisions for Subcontracts.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. **Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. **Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental



entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**9.1.** A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

**9.2.** A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3.** By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**10. Stop Order.** For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**11. List of all Subcontractors.** The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder

shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

**12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**12.1. Registration.** The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

**12.3. List of all Subcontractors.** The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.



3. **Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.
  4. **Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.
  5. **Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.
    - 5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.
  6. **Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.
  7. **Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.
  8. **Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.
- C. **Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of Attachment A.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

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**B. BIDDER/PROPOSER INFORMATION:**

Institute for Local Government

Legal Name		DBA	
1400 K Street, Suite 205	Sacramento	CA	95814
Street Address	City	State	Zip
Erica Manuel, Executive Director and CEO	(916) 658-8208		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	



Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes       No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 11/21/1955 State of incorporation: California

List corporation's current officers: President: Executive Director and CEO, Erica Manuel  
Vice Pres: \_\_\_\_\_  
Secretary: Neil McCormick  
Treasurer: Chief Financial Officer, Neil McCormick

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  **Yes**       **No**

If **Yes**, after what date: \_\_\_\_\_



Is your firm a publicly traded corporation?  Yes  No

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

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

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

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

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?  
 **Yes**       **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Banner Bank

Point of Contact: Sarjit Singh

Address: 1 ParkCenter, Sacramento CA 95825

Phone Number: (916) 648-2100

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: \_\_\_\_\_ Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: \_\_\_\_\_



Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Requirements of Contract: \_\_\_\_\_

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

**Yes**                       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

**Yes**                       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

**Yes**                       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

**Yes**                       **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

**Yes**                       **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

**Yes**                       **No**

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_

b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_

c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**?  **Yes**                       **No**                      If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San



Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Erica L. Manuel, CEO & Executive Director

Erica L. Manuel

Digitally signed by Erica L. Manuel  
Date: 2021.01.13 14:21:17 -08'00'

1/13/2021

Name and Title

Signature

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Erica L. Manuel, CEO & Executive Director

Print Name, Title

Erica L. Manuel

Signature

Digitally signed by Erica L. Manuel  
Date: 2021.01.13 14:25:13 -08'00'

1/13/21

Date





Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248164828  
Sep. 29, 2010 LTR 4168C E0  
94-1537757 000000 00

00018666  
BODC: TE

INSTITUTE FOR LOCAL GOVERNMENT  
1400 K ST STE 205  
SACRAMENTO CA 95814-3916

Employer Identification Number: 94-1537757  
Person to Contact: Tonya Morris  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Sep. 20, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 1962.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/07/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (530) 677-4745 Fax: (530) 677-4757 <b>P I A, INC./CHESTER &amp; ASSOCIATES INS SVCS</b> P.O. BOX 2119 CAMERON PARK CA 95682-7999	CONTACT NAME: <b>CRAIG CHESTER</b> PHONE (A/C, No, Ext): <b>(530) 677-4745</b> FAX (A/C, No): <b>(530) 677-4757</b> E-MAIL ADDRESS: <b>chestpia@pacbell.net</b>														
Agency Lic#: 0467457	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>HARTFORD Sentinel Ins Co Ltd</b></td> <td style="text-align: center;"><b>11000</b></td> </tr> <tr> <td>INSURER B : <b>Philadelphia Indemnity Ins Co</b></td> <td style="text-align: center;"><b>18058</b></td> </tr> <tr> <td>INSURER C : <b>Travelers Casualty &amp; Surety Co. of Am</b></td> <td style="text-align: center;"><b>31194</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>HARTFORD Sentinel Ins Co Ltd</b>	<b>11000</b>	INSURER B : <b>Philadelphia Indemnity Ins Co</b>	<b>18058</b>	INSURER C : <b>Travelers Casualty &amp; Surety Co. of Am</b>	<b>31194</b>	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**INSURED**  
**INSTITUTE FOR LOCAL GOVERNMENT**  
 1400 K STREET, SUITE 205  
 SACRAMENTO CA 95814


**COVERAGES** **CERTIFICATE NUMBER: 5698** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBABA4852	07/01/20	07/01/21	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED. EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	57SBABA4852	07/01/20	07/01/21	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <b>10,000</b>	Y	Y	57SBABA4852	07/01/20	07/01/21	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	\$
							OTH-ER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$
B	Directors & Officers Liability	N	N	PHSD1554792	07/01/20	07/01/21	PER OCC	\$1,000,000 AGG \$1,000,000
C	Prof. E&O Liability	N	N	106580237	07/01/20	07/01/21	PER OCC	\$1,000,000 AGG \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**SEE SUPPLEMENTAL CERTIFICATE INFORMATION**

<b>CERTIFICATE HOLDER</b>  CITY OF SAN DIEGO 1200 Thrid Avenue, Suite 200 San Diego CA 92101-4105  Attention: <b>PURCHASING &amp; CONTRACTING</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;">                       Craig S. Chester                 </div>
---	---



**DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES**

8621-813920 Professional Membership NPO.

**CANCELLATION NOTICE:**

1.) 10 day notice to cancel in event of premium non-payment, otherwise, 30 day notice to cancel for all other causes.

**WORKERS' COMPENSATION NOTICE:**

Named Insured represents they have no employees and, therefore, elects to be excluded from workers' compensation per CA Labor Code §3351, §4150-4157 and Named Insured further agrees they have no rights, entitlements or claim against the Named Additional Insured(s) shown in this certificate for any type of employment benefits or workers' compensation or other program(s) afforded to the Named Additional Insured(s)'s employees.

**ADDITIONAL INSURED(S):**

CITY OF SAN DIEGO and its respective officers, officials, directors, employees, volunteers and staff, individually and collectively, of each of them as their interest may appear shall be covered by policy terms or endorsement as Additional Insured, but only with respect to General Liability and Automobile Liability related to, or arising from, your written contract, agreement or permit with the Named Insured pertaining to any location associated with said contract, agreement or permit pe SS0008 0405 (See Attached).

**SUBJECTIVE ENDORSEMENTS, AMENDMENTS, AND/OR PROVISIONS:**

- 1.) Coverage is Primary and Non-Contributory for General Liability per SS 0008 0405 (SEE ATTACHED).
- 2.) Waiver of Subrogation for General Liability per SS 0008 0405 (SEE ATTACHED).
- 3.) Waiver of Subrogation for Commercial Auto Liability per HA 9916 0312 (SEE ATTACHED).
- 4.) Contractual Liability Amendment-Definition for General Liability per SS 4163 0611 (SEE ATTACHED).

**REFERENCE:**

Any Location Under Written Contract With The Named Insured



## ADDITIONAL INSURED

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Name of Person or Organization:** CITY OF SAN DIEGO and its respective officers, officials, directors, employees, volunteers and staff

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is any person(s) or organization(s) identified in Paragraph f. below, when in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person(s) or organization(s) are added as Additional Insured on this policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an Additional Insured under this provision only for that period of time required by the contract, agreement or permit.

f.) ANY OTHER PARTY

- (1) Any other person or organization, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such Additional Insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these Additional Insureds, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: 57SBABA4852

Certificate # 5698

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY COVERAGE FOR ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Additional Insured:** CITY OF SAN DIEGO and its respective officers, officials, directors, employees, volunteers and staff

**Project Description:** Any Location Under Written Contract, Agreement or Permit With The Named Insured.

**The insurance afforded by this policy to the Additional Insured listed in the Schedule for the described project is primary insurance. Any other insurance or self-insurance maintained by the Additional Insured is in excess of this insurance and shall not contribute to it.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

**Job Description:**

CITY OF SAN DIEGO and its respective officers, officials, directors, employees, volunteers and staff

Any Location Under Written Contract, Agreement or Permit With The Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This endorsement shall not operate directly or indirectly to the benefit anyone not named in the Schedule.

All other terms and conditions of the policy remain unchanged.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT - DEFINITION OF INSURED CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Paragraph 12.f. of the definition of "insured contract" in the **Liability And Medical Expenses Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**2019 OFFICERS**

**President**

Janet Arbuckle  
*Council Member,  
Grass Valley*

**First Vice President**

Randon Lane  
*Mayor Pro Tem, Murrieta*

**Second Vice President**

John Dunbar  
*Mayor, Yountville*

**Immediate Past President**

Rich Garbarino  
*Council Member,  
South San Francisco*

**Executive Director**

Carolyn Coleman

August 16, 2019

Re: Workers' Compensation Coverage

To Whom It May Concern:

Through a professional services agreement, Institute for Local Government services are performed by employees of the League of California Cities. As requested, evidence of the League of California Cities' Workers Compensation Insurance coverage is attached.

Sincerely,



Christine Rever  
HR Manager



# WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)  
10/29/2019

AGENCY NAME AND ADDRESS <b>Owen-Dunn Insurance Services</b> 1455 Response Road, Suite 260 Sacramento, CA 95815		License # <b>0M07762</b>	COMPANY: <b>ALL RISKS LIMITED INSURANCE SERVICES</b>	
PRODUCER NAME: <b>AssuredPartners CA - OD House</b>		UNDERWRITER:		
CS REPRESENTATIVE NAME: <b>Deede MacAdam</b>		APPLICANT NAME: <b>League Of California Cities</b>		
OFFICE PHONE (A/C, No, Ext): <b>(916) 993-2700</b>		OFFICE PHONE: <b>(916) 658-8262</b>	MOBILE PHONE:	
MOBILE PHONE:		MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code) <b>1400 K St Ste 400</b> Sacramento, CA 95814		YRS IN BUS: <b>83</b>
FAX (A/C, No): <b>(916) 993-2683</b>		E-MAIL ADDRESS: <b>crever@cacities.org</b>		SIC: <b>6512</b>
E-MAIL ADDRESS: <b>info@owendunn.com</b>		CREDIT BUREAU NAME:		NAICS: <b>531120</b>
CODE: SUB CODE:		FEDERAL EMPLOYER ID NUMBER: <b>94-6000835</b>		WEBSITE ADDRESS: <b>http://www.cacities.org</b>
AGENCY CUSTOMER ID: <b>LEAGOFC-01</b>		NCCI RISK ID NUMBER:		UNINCORPORATED ASSOCIATION

<b>STATUS OF SUBMISSION</b>		<b>BILLING / AUDIT INFORMATION</b>		
<input type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	<b>BILLING PLAN</b>	<b>PAYMENT PLAN</b>	<b>AUDIT</b>
<input type="checkbox"/> BOUND (Give date and/or attach copy)	<input type="checkbox"/> ASSIGNED RISK (Attach ACORD 133)	<input type="checkbox"/> AGENCY BILL	<input type="checkbox"/> ANNUAL	<input checked="" type="checkbox"/> AT EXPIRATION
		<input type="checkbox"/> DIRECT BILL	<input checked="" type="checkbox"/> <b>Ten payments</b>	<input type="checkbox"/> MONTHLY
			<input type="checkbox"/> SEMI-ANNUAL	<input type="checkbox"/> SEMI-ANNUAL
			<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> QUARTERLY
			% DOWN:	

LOCATIONS		
LOC #	HIGHEST FLOOR	STREET, CITY, COUNTY, STATE, ZIP CODE
1		1400 K St Ste 400 Sacramento, CA 95814

<b>POLICY INFORMATION</b>					
PROPOSED EFF DATE <b>01/01/2020</b>	PROPOSED EXP DATE <b>01/01/2021</b>	NORMAL ANNIVERSARY RATING DATE	PARTICIPATING <input checked="" type="checkbox"/>	RETRO PLAN	
PART 1 - WORKERS COMPENSATION (States) <b>CA</b>	PART 2 - EMPLOYER'S LIABILITY \$ <b>1,000,000</b> EACH ACCIDENT \$ <b>1,000,000</b> DISEASE-POLICY LIMIT \$ <b>1,000,000</b> DISEASE-EACH EMPLOYEE	PART 3 - OTHER STATES INS <b>CA</b>	DEDUCTIBLES (N / A in WI) <input type="checkbox"/> MEDICAL <input type="checkbox"/> INDEMNITY	AMOUNT / % (N / A in WI) <input type="checkbox"/>	OTHER COVERAGES <input type="checkbox"/> U.S.L. & H. <input type="checkbox"/> VOLUNTARY COMP <input type="checkbox"/> FOREIGN COV <input type="checkbox"/> MANAGED CARE OPTION
DIVIDEND PLAN/SAFETY GROUP	ADDITIONAL COMPANY INFORMATION				
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES		
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$ <b>39,893.00</b>	TOTAL MINIMUM PREMIUM ALL STATES \$ <b>2,464.00</b>	TOTAL DEPOSIT PREMIUM ALL STATES \$ <b>7,006.50</b>

CONTACT INFORMATION				
TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	Christine Rever			<b>jmcelligott@cacities.org</b>
ACCTNG RECORD	Perry Stottlemeyer			<b>pstottlemeyer@cacities.org</b>
CLAIMS INFO	Christine Rever			<b>crever@cacities.org</b>

INDIVIDUALS INCLUDED / EXCLUDED									
PARTNERS, OFFICERS, RELATIVES ( Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/PAYROLL



STATE RATING WORKSHEET

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

RATING INFORMATION - STATE: CA

LOC #	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# EMPLOYEES		SIC	NAICS	ESTIMATED ANNUAL REMUNERATION/PAYROLL	RATE	ESTIMATED ANNUAL MANUAL PREMIUM
				FULL TIME	PART TIME					
1	8742	09	Salespersons - Outside	45				\$5,068,000.00		
1	8810	01	Clerical Office Employees-N O C	25	0			\$2,224,000.00		
1	9009	01	Building Operation - Commercial Pro- Perties - All Other Employees	2				\$123,000.00		
1	8740		Commercial Properties N.O.C.							

PREMIUM

STATE: CA	FACTOR	FACTORED PREMIUM		FACTOR	FACTORED PREMIUM
TOTAL	N / A	\$			\$
INCREASED LIMITS		\$	SCHEDULE RATING *		\$
DEDUCTIBLE *		\$	CCPAP		\$
		\$	STANDARD PREMIUM		\$
EXPERIENCE OR MERIT MODIFICATION		\$	PREMIUM DISCOUNT		\$
Risk Adjustment		\$	EXPENSE CONSTANT	N / A	\$
ASSIGNED RISK SURCHARGE *		\$	TAXES / ASSESSMENTS *	N / A	\$
ARAP *		\$			\$
* N / A in Wisconsin					
TOTAL ESTIMATED ANNUAL PREMIUM		MINIMUM PREMIUM	DEPOSIT PREMIUM		
\$		\$	\$		

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**PRIOR CARRIER INFORMATION / LOSS HISTORY**

AGENCY CUSTOMER ID: **LEAGOFC-01**

**VASCO1**

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						<input checked="" type="checkbox"/>	LOSS RUN ATTACHED
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE	
2014	CO: <b>Hartford</b>	\$56,078.00					
	POL #: <b>57WEPY6703</b>						
2013	CO: <b>Hartford</b>	\$38,402.00	1.02000	0	\$0.00	\$0.00	
	POL #: <b>57WEPY6703</b>						
2012	CO: <b>Hartford</b>	\$53,249.00	1.05000	1	\$220.00	\$0.00	
	POL #: <b>57WEPY6703</b>						
2011	CO: <b>Hartford</b>	\$44,224.00	0.83000	0	\$0.00	\$0.00	
	POL #: <b>57WEPY6703</b>						
2015	CO: <b>Hartford</b>	\$40,191.00					
	POL #: <b>57WEPY6703</b>						

**NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS**

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

**NON PROFIT MUTUAL BENEFIT CORP**

Non Profit Mutual Benefit Corp, association of California city officials who wor

**GENERAL INFORMATION**

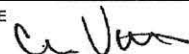
EXPLAIN ALL "YES" RESPONSES	Y / N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	N
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	Y
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	N
15. ARE ATHLETIC TEAMS SPONSORED?	N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	N



**GENERAL INFORMATION (continued)**

EXPLAIN ALL "YES" RESPONSES	Y / N
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	Y
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify)	N
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).	N

**SIGNATURE**

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)			
<p>PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)</p> <p style="text-align: right;">(Applicant's Initials): _____</p>			
<p><b>Applicable in AL, AR, DC, LA, MD, NM, RI and WV:</b> Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.</p> <p><b>Applicable in CO:</b> It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</p> <p><b>Applicable in FL and OK:</b> Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.</p> <p><b>Applicable in KS:</b> Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.</p> <p><b>Applicable in KY, NY, OH and PA:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.</p> <p><b>Applicable in ME, TN, VA and WA:</b> It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.</p> <p><b>Applicable in NJ:</b> Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.</p> <p><b>Applicable in OR:</b> Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.</p> <p><b>Applicable in PR:</b> Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p> <p><b>Applicable in UT:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>			
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.			
<b>APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)</b>	DATE	<b>PRODUCER'S SIGNATURE</b> 	<b>NATIONAL PRODUCER NUMBER</b> <b>18618491</b>



**WORKERS COMPENSATION APPLICATION -  
PRIOR CARRIER INFORMATION/LOSS HISTORY SCHEDULE**

LEAGOFC-01

VASCO1 PAGE 1 OF 1

YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
2016	CO: Hartford	\$41,685.00				
	POL #: 57WEPY6703					
	CO:					
	POL #:					
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Owen-Dunn Insurance Services</b>		License # 0M07762	NAMED INSURED League Of California Cities 1400 K St Ste 400 Sacramento, CA 95814
POLICY NUMBER			
CARRIER <b>ALL RISKS LIMITED INSURANCE SERVICES</b>	NAIC CODE	EFFECTIVE DATE: <b>01/01/2020</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 130 FORM TITLE: WORKERS COMPENSATION APPLICATION

Part 3 - Other States Insurance  
Excluded States: ND, OH, WA, WY

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Institute for Local Government**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation  S Corporation  Partnership  Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**1400 K Street, Suite 205**

6 City, state, and ZIP code

**Sacramento CA 95814-3916**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		

OR

Employer identification number								
9	4	-	1	5	3	7	7	5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

*Kristy Jensen*

Date ▶

10-6-2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later*.



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