

## FY17 OSP and CCSD Contracts







## **SD** Who do I go to for what?

### FY17 Contracts and Requests for Payment:

Whitney Roux, Arts and Culture Funding Programs Coordinator P: 619. 236. 6798 E: wroux@sandiego.gov

### **FY18 Guidelines and Application:**

Anjanette Maraya-Ramey, Senior Manager of Arts and Culture Funding Programs P: 619. 236. 6788

E: <u>amarayaramey@sandiego.gov</u>

www.sandiego.gov/arts-culture/funding





## **SD** FY17 Fast Facts

### **Organizational Support Program**

- 98 Applications
- 86 Funded
- 12 Not recommended for funding
- Allocated: \$10,633,602

### **Creative Communities San Diego**

- 58 Applications
- 48 Funded
- 10 Not recommended for funding
- Allocated: \$1,189,847

## **Contract Period** is from July 1, 2016 – June 30, 2017.



## **SD** What is the funding process?



## **SD** What is the contract process?



## **Solution** Where can I find all this info?

# www.sandiego.gov/ arts-culture/funding



Each nonprofit (Contractor) that is awarded funds from The City of San Diego (City) is required to enter into an agreement with the City to become City contractors.

## SD) What is included in the contract kit?

- One set of instructions for completing a contract kit
- One contract kit completion checklist
- One Electronic Funds Transfer (EFT) enrollment form
- One complete contract, unsigned
- One duplicate of the contract signature page
- One Exhibit A: Scope of Services
- One Exhibit B: Public Records Act Acknowledgement
- One "Declaration in Lieu" of Required Auto Insurance
- One "Declaration in Lieu" of Required Workers' Compensation Insurance

## **SD** Exhibit A – Scope of Services

Exhibit A is:

The <u>scope of services</u> that the Contractor is required to provide under this contract:

• The <u>season highlights</u> and <u>goals</u> and <u>objectives</u> stated in the submitted application.

All contractors should review Exhibit A and are expected to measure then report on the outcomes at the end of the contract period. Exhibit B is an acknowledgement that:

 The contents of this contract and any documents pertaining to the performance of the contract are <u>public records</u>, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

For information about confidentiality and specific legal information pertaining to the Public Records Act, visit: <u>www.sandiego.gov/city-clerk/contact/requests</u>

## SD) What are the insurance requirements?

### **Insurance Coverage Required**

- Commercial General Liability (CGL),
- Commercial Auto Liability (Auto),
- Workers Compensation (WC).

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1200 Third Avenue, 2 <sup>nd</sup> Floor San Diego, CA 92101						AUTHORIZED REPRESENTATIVE							

## Insurance Documents Required

- Certificate of Insurance
- Additional Insured Endorsement
- Proof of:
  - Primary and Non-Contributory Coverage
  - 30-day Cancellation
     Notice
  - Severability Coverage
  - Waiver of Subrogation for WC

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+	]						PERSONAL & ADV INJURY	\$1,000,0	
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(	Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,0	000
	yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,0	00
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s Insurance Documents Required

- If CGL and Auto have two different policy numbers you need all of the above for each policy.
- Contracts and Payments can not be processed without current insurance in place.

INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY E
A	x	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	-		SAMPLE	1/1/2015	1/1/2016
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## Additional Insured Endorsement

### Required for:

- CGL
- Auto

Required to have:

- "City of San Diego and its respective elected officials, officers, employees, agents and representatives."
- The Policy Number needs to be on top.



### **Solutional Insured Endorsement**

POLICY NUMBER: 2017CC201	COMMERCIAL GENERAL LIABILITY CG 20 37 04 13
THIS ENDORSEMENT CHANGES THE	POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED CONTRACTORS – CO	– OWNERS, LESSEES OR MPLETED OPERATIONS
This endorsement modifies insurance provided under t	he following:
COMMERCIAL GENERAL LIABILITY COVERAGE PRODUCTS/COMPLETED OPERATIONS LIABILI	
SCH	IEDULE
Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of San Diego an respective elected o officers, employees, representatives.	fficials,
Information required to complete this Schedule, if not s	hown above will be shown in the Declarations
<ul> <li>A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".</li> <li>However:</li> <li>The insurance afforded to such additional insured only applies to the extent permitted by law; and</li> <li>If coverage provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured</li> </ul>	<ul> <li>B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:</li> <li>If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</li> <li>1. Required by the contract or agreement; or</li> <li>2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.</li> <li>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</li> </ul>
CG 20 37 04 13 © Insurance Servi	ces Office, Inc., 2012 Page 1 of 1

## Insurance Samples – Policy Provisions

### Primary/Non-Contributory, 30-Day Cancellation Notice and Severability (Separation of Insured)

Required for:

- CGL
- Auto

Can be an endorsement or a page from insurance policy document.

Required to have:

- The policy number needs to be on top.
- If you have two separate policies, you need one for each.



## **s** Insurance Samples – Policy Provisions

#### BUSINESS LIABILITY COVERAGE FORM Policy #: 2017CC201

This Paragraph **f.** applies separately to you and any additional insured.

- 3. Financial Responsibility Laws
  - a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
  - b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.
- 4. Legal Action Against Us
- No person or organization has a right under this Coverage Form:
- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the

claimant or the claimant's legal representative.

#### 5. Separation Of Insureds

- Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, thisinsurance applies:
  - As if each Named Insured were the only Named Insured; and
- Separately to each insured against whom a claim is made or "suit" is brought.

#### Representations

- a. When You Accept This Policy
  - By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and

Page 16 of 24

- (3) We have issued this policy in reliance upon your representations.
- b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

#### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b**. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner,

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A.-Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion  ${\bf k}_{\star}$  of Section  ${\bf A}_{\star}$  – Coverages.

Form SS 00 08 04 05

## **SD** Insurance Samples - Waiver of Subrogation

Required for:

• Workers Compensation Insurance

### Required to have:

- "City of San Diego and its respective elected officials, officers, employees, agents and representatives."
- The policy number needs to be on top.



s Insurance Samples – In Lieu Forms

### Who should sign an **Declaration in Lieu - Auto Liability**?

- Your organization does not currently own any vehicles, and
- Your organization carries Commercial General Liability insurance for "hired" and "non-owned" autos.



## **SD** Insurance Samples – In Lieu Forms

### Who should sign an **Declaration in Lieu - Workers Compensation**?

- Your organization has no paid employees, and
- All work to be performed under the contract will be done by solely by volunteers.

1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A
	If yes, describe under DESCRIPTION OF OPERATIONS below		

### **SD** Tips for getting your insurance right.

- Carefully read Article VII of the contract.
- Review the visuals from the Contract Technical Assistance Workshop.
- Share the insurance requirements found in Article VII of the contract and the visuals from this workshop with your organization's insurance broker.
- Verify that your organization's insurance policies will not expire in the next 90 days.

## **Solution** State & Federal Registrations

### **CA Dept. of Justice Charity Registration**

- <u>http://rct.doj.ca.gov</u>
- Status Needed: Current

### **Department of Industrial Relations**

- http://www.dir.ca.gov/dlse/debar.html
- Organization is not listed as Debarred.

### **CA Secretary of State**

- <u>http://kepler.sos.ca.gov/</u>
- Status Needed: ACTIVE

### **System for Awards Management**

- www.sam.gov
- Status Needed: ACTIVE or No Results

### **SD** California Secretary of State

### **Status Needed: ACTIVE**



### **Solution** System for Awards Management

### **Status Needed: ACTIVE or NO RESULTS**



### State of California – Department of Justice

### **Status Needed: CURRENT**



Kamala D. Harris N Attorney General

In the News Programs A - Z Contact Us Careers Services & Information

For more detailed information on an organization's registration, click on the Organization Name from the alphabetical list below. If there are additional pages of the search results, there will be clickable page numbers at the bottom of the list. The maximum number of pages is 25 so if you do not find the organization for which you are searching, click the 'Search Again' button and change the search criteria.

Registration

Stat

Current

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sandiego.gov
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Charity

Registration

State

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Type

Charity

## **Solution** How can I expedite the process?

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- Send complete and accurate insurance documents and keep the documents fresh throughout the year.
- Verify that your organization's status with state and federal agencies is – and stays – "active"/"current".
- Designate one person in your organization to be the point of contact for Commission staff.