







### **SAN DIEGO)** Commission for Arts and Culture

**INSTRUCTIONS** 

### How to Complete a Contract Kit

### For Nonprofit Organizations Awarded Arts and Culture Funding in Fiscal Year 2017

These instructions are for each nonprofit organization that has been approved for an award of funding in FY17 after submitting an application through The City of San Diego Commission for Arts and Culture's Organizational Support Program (OSP) or Creative Communities San Diego (CCSD).

### **QUICK START SUMMARY:**

- 1. Read everything in the contract kit.
- Sign the contract signature page, sign the duplicate signature page, review Exhibit A, sign Exhibit B, sign any applicable "Declaration in Lieu", and, if preferred, complete the optional Electronic Funds Transfer enrollment form.
- Compile the necessary insurance documents. (See Article VII of the contract.)
- 4. Verify that your organization's status with state and federal agencies is "active"/"current." (See Section 5.5 in the contract.)
- 5. Deliver all these materials to Commission staff by 12:00 p.m./Noon on Friday, **September 23, 2016.**
- 6. If you have read everything in the contract kit and followed the detailed instructions, but want more information, contact Whitney Roux, Arts and Culture Funding Programs Coordinator, at <a href="wroux@sandiego.gov">wroux@sandiego.gov</a> or (619) 236-6798.

Need the visuals shown at the Contract Technical Assistance Workshop?

Need a key for the abbreviations in this document?

Need a glossary?

Find it here: www.sandiego.gov/arts-culture/funding

### **DETAILED INSTRUCTIONS:**

### Why does my organization have to complete a contract kit?

Each nonprofit organization must possess two things before requesting reimbursement from the City:

- 1. A contract, signed by all the necessary parties and recorded by the City Clerk; and
- 2. A purchase order number issued by the City.

Completing and submitting a contract kit is each nonprofit organization's first step towards getting these two things.

### What is included in the contract kit?

	nonprofit organization is given a unique kit prepared and delivered by Commission Each unique contract kit includes:
	One complete contract, unsigned
	One duplicate of the contract signature page, unsigned
	One Exhibit A: Scope of Services
	One Exhibit B: Public Records Act Acknowledgement, unsigned
	One "Declaration in Lieu" of Required Auto Insurance, unsigned
	One "Declaration in Lieu" of Required Workers' Compensation Insurance, unsigned
	One Electronic Funds Transfer (EFT) enrollment form, blank
	One set of instructions for completing a contract kit
	One contract kit completion checklist
	One cover letter from Commissioners
	should my organization do when it gets the contract kit?
	Read everything in the contract kit.
2.	Confirm that these unique details in the contract are accurate:  ☐ Section 1.1.1 Contractor's Mission  ☐ Section 2.2 Contract Information  ☐ Section 3.1 Total Contract Amount  ☐ Section 3.1.2 Matching Requirement Amount (A 2:1 match is required for CCSD contractors with project cash expenses of less than \$30,000 and a 3:1 match is required for CCSD contractors with project cash expenses of greater than \$30,000; a 3:1 match is required for all OSP contractors.)  ☐ Exhibit A: Scope of Services
3.	If your organization agrees to the terms and conditions of the contract, then sign the contract signature page, sign the duplicate signature page, sign Exhibit B, sign any applicable "Declaration in Lieu", and, if preferred, complete the optional Electronic Funds Transfer enrollment form.

5. Verify that your organization's status with state and federal agencies is – and stays –

4. Compile the necessary insurance documents. (See Article VII of the contract.)

- "active"/"current." (See Section 5.5 in the contract.)
- Deliver all these materials to Commission staff by 12:00 p.m./Noon on Friday, September 23, 2016.

### When is the contract kit due back to the Commission?

Completed contract kits are due back to the Commission by **12:00 p.m./Noon on Friday**, **September 23, 2016**.

Need a 1-page Contract Kit Completion Checklist?

Find it at the end of these instructions or

Find it here: www.sandiego.gov/arts-culture/funding

### Where to deliver a complete and accurate contract kit:

Commission for Arts and Culture Attn: Whitney Roux 1200 Third Avenue, Suite 924 San Diego, CA 92101 wroux@sandiego.gov

### What happens after my nonprofit organization returns the contract kit?

After each nonprofit organization returns its contract kit to Commission staff, the following process starts:

- Commission staff reviews each contract kit to verify that all the components are accurate and complete.
- 2. When inaccurate and/or incomplete components are found, Commission staff requests corrected materials from the nonprofit organization.
- 3. When a contract kit is deemed accurate and complete, Commission staff sends the contract kit to the City's Purchasing and Contracting Department for review and approval, then to the City Attorney for review and approval, and then to the City Clerk for official recording.
- 4. After a contract kit is approved by the City's Purchasing and Contracting Department, approved by the City Attorney, and recorded by the City Clerk, Commission staff sends a paper copy of the contract kit to the nonprofit organization and concurrently submits a purchase request to the City's Purchasing and Contracting Department for review and approval.
- 5. The City's Purchasing and Contracting Department approves the purchase request and issues a purchase order number, which Commission staff then gives to each

- nonprofit organization.
- 6. A nonprofit organization that possesses both a contract that has been signed by all the parties and recorded by the City Clerk, and a purchase order number issued by the City can begin submitting invoices to Commission staff for reimbursement.

# How long does it take for the City to send back a signed contract and a purchase order number?

It typically takes 90 days from the date that a nonprofit organization submits a complete and accurate contract kit to Commission staff for the City to send back a signed contract and a purchase order number. **Turnaround times are largely dependent on the accuracy and completeness of each nonprofit organization's submission and each organization's response time for follow-up requests from Commission staff.** 

### **Top 3 Things Your Organization Can Do to Expedite Processing**

- 1. Send complete and accurate insurance documents and keep the documents fresh throughout the year. Expired insurance policies are a common factor in longer processing times for organizations' contracts and reimbursement payments. If your organization's insurance policies are scheduled to expire in the next 90 days, obtain current policies as soon as possible. Set reminders on your calendar.
- 2. Verify that your organization's status with state and federal agencies is and stays "active"/"current". Delinquent registrations are a common factor in longer processing times for organizations' contracts and reimbursement payments. Your organization's registrations must be refreshed each year. Set reminders on your calendar.
- 3. Designate one person in your organization to be the point of contact for Commission staff. Communications from Commission staff that are lost in an organization or directed to the wrong person in an organization are a common factor in longer processing times for organizations' contracts and reimbursement payments.

### **Tips for Getting the 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 the Contract Technical Assistance Workshop with your organization's insurance broker.
Verify that your organization's insurance policies will not expire in the next 90 days.
If your organization's insurance policies are scheduled to expire in the next 90 days,

	obtain current policies as soon as possible. Set reminders on your calendar.
	If your organization meets both of the following two conditions, then sign and return a "Declaration in Lieu" of Commercial Automobile Liability insurance:  • Your organization does not currently own any vehicles, and  • Your organization carries Commercial General Liability insurance for "hired" and "non-owned" autos.
	If your organization meets both of the following two conditions, then sign and return a "Declaration in Lieu" of Workers' Compensation insurance:  • Your organization has no paid employees, and  • All work to be performed under the contract will be done by solely by volunteers.
Tips 1	for Getting the State and Federal Registrations Right
	Ensure your organization's status is "Active" or "Results Not Found" on <b>System for Awards Management: www.sam.gov</b>
	Ensure your organization's status is "Active" on California Secretary of State - Business Listing: http://kepler.sos.ca.gov/
	Ensure your organization's status is "Current" on California Department of Justice – Charity Registration: http://rct.doj.ca.gov
	Confirm that your organization is not included on the <b>Federal Department of Industrial Relations- Federal Debarment List: www.dir.ca.gov/dlse/debar.html</b>
	Keep these registrations fresh by updating them each annually. Set reminders on your calendar.
Γips 1	for Getting Questions Answered Quickly
	<b>Questions about what the "legalese" in the contract means?</b> Consult your organization's attorney. Commission staff is prohibited from interpreting the meaning of the contract contents.
	<b>Questions about the insurance requirements?</b> Consult your organization's insurance broker. Insurance brokers are experts on insurance.
	<b>Questions about invoicing and payments?</b> First, check whether your organization is in possession of both a contract, signed by all the necessary parties and recorded by the City Clerk, and a purchase order number issued by the City. Second, check your bank account to see whether an electronic payment has been deposited. After doing these two checks, then contact Commission staff with questions.

### FY17 ARTS AND CULTURE CONTRACT KIT COMPLETION CHECKLIST

### **REQUIRED CONTRACT MATERIALS** ☐ One complete contract, **signed** ☐ One duplicate of the contract's signature page isolated, **signed** ☐ Exhibit A: Scope of Services ☐ Exhibit B: Public Records Act Acknowledgement, **signed REQUIRED INSURANCE INFORMATION** ☐ Certificate of Insurance: ☐ Commercial General Liability (CGL) insurance ☐ Commercial Automobile Liability (AUTO) insurance ☐ Workers' Compensation insurance, if applicable ☐ Additionally Insured Endorsements, with correct language: ☐ CGL insurance ☐ AUTO Insurance ☐ Proof of Primary/Non-Contributory Coverage: ☐ CGL insurance ☐ AUTO insurance ☐ Proof of Severability Coverage: ☐ CGL insurance □ AUTO insurance ☐ Proof of 30-Day Notice of Cancellation ☐ Waiver of Subrogation for Workers' Compensation, with correct language, if applicable **IF APPLICABLE** ☐ "Declaration in Lieu" of required Commercial Automobile Liability insurance, **signed** ☐ "Declaration in Lieu" of required Workers' Compensation insurance, **signed OPTIONAL, IF PREFERRED** ☐ Electronic Funds Transfer (EFT) enrollment form, **completed** (If your organization already uses EFT for payments from the City, there is no need to complete the form again.)









### **Commission for Arts and Culture**



### **Key to Abbreviations**

CCSD = Creative Communities San Diego, the annual, Commission-administered process of accepting and evaluating applications from nonprofit, tax-exempt organizations requesting TOT funding to use for sponsoring community-based festivals, parades and celebrations with an emphasis on projects that promote neighborhood pride and community reinvestment, and on sponsoring projects that make arts and culture activities more available and accessible in San Diego neighborhoods and encourage people of diverse backgrounds to share their heritage and culture.

**City** = The City of San Diego

**Commission** = Commission for Arts and Culture, one of many departments inside the City

FY17 = Fiscal Year 2017 (July 1, 2016 – June 30, 2017)

OSP = Organizational Support Program, the annual, Commission-administered process of accepting and evaluating applications from nonprofit, tax-exempt organizations requesting TOT funding to use for general operating support with an emphasis on the delivery of programs and services that impact San Diego's quality of life and tourism.

**TOT** = Transient Occupancy Tax









### **Commission for Arts and Culture**



### **Glossary of Useful Terms**

### **APPLICANT**

An applicant is a nonprofit organization that has submitted an application to receive funding from The City of San Diego.

### **ANNUAL OPERATING INCOME (AOI)**

An organization's AOI is generally calculated by subtracting in-kind income from unrestricted operating income. The application will include specific instructions as to how to calculate AOI. The calculated AOI is used for two purposes. First, the AOI is used to group applications for the evaluation process so that panelists are evaluating organizations of similar sizes. Second, the AOI is used as a variable in the award calculation logarithm. Smaller organizations generally receive a larger percentage of their AOI while larger organizations generally receive a smaller portion of their AOI. The final calculation of an organization's AOI will be completed in the online application form.

### **ARTIST**

An individual generally recognized by critics and peers as a professional practitioner of the visual, performing, or language arts, or a combination thereof, based on that professional practitioner's body of work, educational background, experience, past commissions, exhibition/performance record, publications, and production of artworks.

### **ARTS**

In this context, the arts encompass visual genres (i.e. painting, sculpture, design, photography, printing, mosaic, video, film, mixed-media, textiles, etc.), performing genres (i.e. music, theater, dance, spoken word, etc.) and literary genres (i.e. poetry, fiction, non-fiction, etc.).

### **AWARD**

An award is the amount of money that The City of San Diego decides upon and intends to give an applicant. An award is a recommendation, not a guarantee of funding.

### **BOARD OF DIRECTORS/GOVERNANCE**

The board of a nonprofit organization acts as a collective trustee of the organization's assets and ensures that the nonprofit is well managed and remains fiscally sound. In doing so, the board must exercise oversight of the organization's operations and maintain the legal and ethical accountability of its staff and volunteers. According to nonprofit corporation law, each board member must meet certain standards of conduct. These standards are typically described as the following: 1) Duty of Care; 2) Duty of Loyalty; and 3) Duty of Obedience. "Duty of Care": Board members must exercise ordinary and reasonable care in the performance of their duties, exhibiting honesty, independent judgment, and good faith. Board members must act in a manner in which such care, including reasonable inquiry, as an ordinarily reasonable and prudent person in a like position would use under similar circumstances. "Duty of Loyalty": When acting on behalf of the organization, board members must put the interests of the nonprofit before any personal or professional concerns and avoid any conflicts of interest. This means a board member can not use information obtained as a board member for personal gain (self-dealing), but must always act in the best interests of the organization. "Duty of Obedience": Board members must ensure that the organization complies with all applicable, federal, state, and local laws and regulations, and that it remains committed to the organization's declared mission. As fiduciaries of the organization, the board members maintains oversight of the organization's finances. Board members must evaluate financial policies, approve the annual budget, and review periodic reports to ensure that the organization has the necessary resources to carry out its mission and remains accountable to its donors and the public.

### **CITY**

The City of San Diego.

### **CITY COUNCIL DISTRICT**

There are nine (9) Council Districts in The City of San Diego. Your project or event must occur in one or more Council District(s). Refer to the San Diego City Council District maps online to determine the Council District: <a href="http://www.sandiego.gov/citycouncil/">http://www.sandiego.gov/citycouncil/</a>

### **COMMISSION**

The City of San Diego Commission for Arts and Culture.

### **COMMISSIONER**

A volunteer appointed by the Mayor and confirmed by City Council to serve in an advisory capacity to the Mayor and City Council of The City of San Diego on promoting, encouraging, and increasing support for San Diego's diverse artistic and cultural assets, integrating arts and culture into community life and showcasing San Diego as an international cultural tourist destination.

### **COMMISSION STAFF**

Full time employees of The City of San Diego assigned to administer the programs and services of the Commission under the oversight and direction of the Mayor and Deputy Chief Operating Officer for Neighborhood Services.

### **COMMUNITY**

Community describes a unit of social organization based on some distinguishing characteristic of affinity: proximity (the North Park community), belief (the Jewish community), ethnicity (the Latino community), profession (the medical community) or orientation (the gay community).

### **CONTRACT**

A contract is a legally binding document that establishes the relationship between The City of San Diego and a nonprofit organization and outlines the duties of each party. The contract is the tool that enables The City of San Diego to pay out an award to an organization. A contract is considered executed after all the requisite departments within The City of San Diego including The Commission for Arts and Culture, Purchasing and Contracting; City Attorney and City Clerk have verified and/or signed the contract.

### **CONTRACTOR**

A contractor is an applicant who has successfully entered into a contract with The City of San Diego and is performing duties under the terms of the contract.

### **CULTURAL DATA PROFILE (CDP) and CDP FUNDER REPORT**

The City of San Diego subcontracts with an organization called DataArts to collect standardized data for the arts and culture sector and to convert that data into uniform reports customized for the Commission.

### **CULTURE GRANTS ONLINE (CGO)**

Culture Grants Online (CGO) is the name of the web-based software system that The City of San Diego uses to collect applications for the Organizational Support Program. This system is also referred to as the Online Application Portal. Each applicant confirmed by Commission staff as eligible to apply for Fiscal Year 2017 OSP funding will be granted access to the Online Application Form in the Online Application Portal. CGO is a product created and managed by The Western States Arts Federation (WESTAF). The City of San Diego holds a licensing agreement with WESTAF to use CGO.

### **CULTURAL TOURISM**

Travel with a primary purpose to experience the arts, heritage, cultures, or the special character of a place.

### **CULTURE**

In this context, culture refers to fine arts, humanities and the broad aspects of a science as distinguished from the vocational, recreational and technical aspects. Art, architecture, science and history are considered cultural in this context.

### **DATAARTS**

See Cultural Data Profile.

### **ENTERTAINMENT EXPENSES**

Funds used to recruit, secure, compensate and supply amusements including but not limited to fireworks, caricature drawings, balloon animals, mascots, face painting, animal rides, petting zoos, or carnival games. (Contrast with Artistic Expenses).

### **FISCAL SPONSOR**

A nonprofit, tax-exempt organization that chooses to support a project by receiving funds from a private foundation, a government agency, or tax-deductible donation and passing them on to the project. The fiscal sponsor assumes the liabilities, legal and tax reporting requirements associated with accepting funding. For more specific instruction, fiscal sponsors and their sponsored applicant are strongly encouraged to seek professional legal and accounting counsel to determine how best to structure their business relationship. In this context:

- Legal: The fiscal sponsor would be the applicant, and if awarded funding, would become the contractor. The fiscal sponsor must comply with The City of San Diego's contractual requirements.
- Location: The fiscal sponsor must be based in San Diego County.
- Relationship: The sponsored applicant must become employees or volunteers of the
  fiscal sponsor for the duration of the project. Project expenses must be paid directly
  by the fiscal sponsor to vendors and suppliers. All activities performed by the
  project personnel, including writing grant proposals or requesting donations, will be
  done so on behalf of the fiscal sponsor. All funds raised are the property of the
  fiscal sponsor.
- Liabilities: Because the project is being conducted on behalf of the fiscal sponsor, the project activities create the same liabilities for the fiscal sponsor as would any other program. The fiscal sponsor is liable for the actions and omissions of the project personnel – whether employees or volunteers - within the scope of their project work. If the project has unpaid bills, borrows money, injures someone,

- damages property, infringes someone's copyright, or undertakes the obligation to supply goods or services to others all these are the fiscal sponsor's liabilities.
- Tax Reporting: Depending on the commitments made to grantors and donors, the fiscal sponsor may be required to designate money for the project as a restricted fund on its financial records and on its Form 990 return. Payroll tax returns must also be filed for employee compensation.

### **IN-KIND CONTRIBUTIONS**

In-kind contributions are the value of goods or services donated to an organization either as volunteer staff time or goods donated by vendors at no cash expense to the organization.

### **IN-REACH**

The attendance by groups of people coming to any venue owned, rented or otherwise controlled by an organization from any of the City's Council Districts.

### **LOCAL AUDIENCES**

Those people living within fifty (50) miles of an event site and attending the event as spectators (as opposed to participants).

### MATCHING REQUIREMENT or CASH MATCH

Contractors with project cash expenses over \$30,000 must be able to match City funding at a 3:1 ratio: for every \$1 the City invests, the applicant must match that support with \$3 in cash funding. Cash match funding may come from any number of sources including earned or contributed income, but cannot come from The City of San Diego. Contractors with project cash expenses of \$30,000 or less must match City funding at a 2:1 ratio and up to 50% of the match may consist of in-kind donations.

### **NEIGHBORHOOD**

The geographically defined area within The City of San Diego where programs and services are provided and outreach activities are targeted. The boundaries of neighborhoods are sometimes better defined by neighborhood residents than by police or city maps.

### **ONLINE APPLICATION FORM**

See Culture Grants Online.

### **ONLINE APPLICATION PORTAL**

See Culture Grants Online.

### **OUTREACH**

Programs and services implemented at locations other than an organization's primary location, including those locations that are owned or rented and those that are not owned or rented by the applicant.

### **PARTICIPANTS**

The direct recipients and users of the event (e.g. youth and their parents, seniors, the homeless, apprentice artists, etc.). Participants should not be confused with "audiences" or "visitors" - people who may attend an event as guests, but are not actively engaged in the project.

### **PROJECT**

The arts and culture event or activity proposed by the applicant for funding. Eligible projects are typically one or a series of events united by a single theme or purpose and typically of limited duration.

### **PROJECT-SPECIFIC COSTS**

Costs which can be identified and assigned to a specific project activity. These include expenses for personnel directly assigned to the project such as artistic/entertainment, administrative/professional, technical production, etc. Direct costs may also include operating costs specifically associated with the project such as the rental of outside facilities, postage, materials and supplies.

### **TOURIST**

A person who travels more than fifty (50) miles or is traveling from Mexico to visit San Diego and/or someone who stays overnight in a hotel/motel.

### **VENDOR**

A vendor is a person or an organization that provides goods or services to the general public as a feature of your project. For example, the business that sells popcorn at your festival is a vendor for the purposes of this application, but the business that sells you signage for the event is not.

### **WESTAF**

See Culture Grants Online.

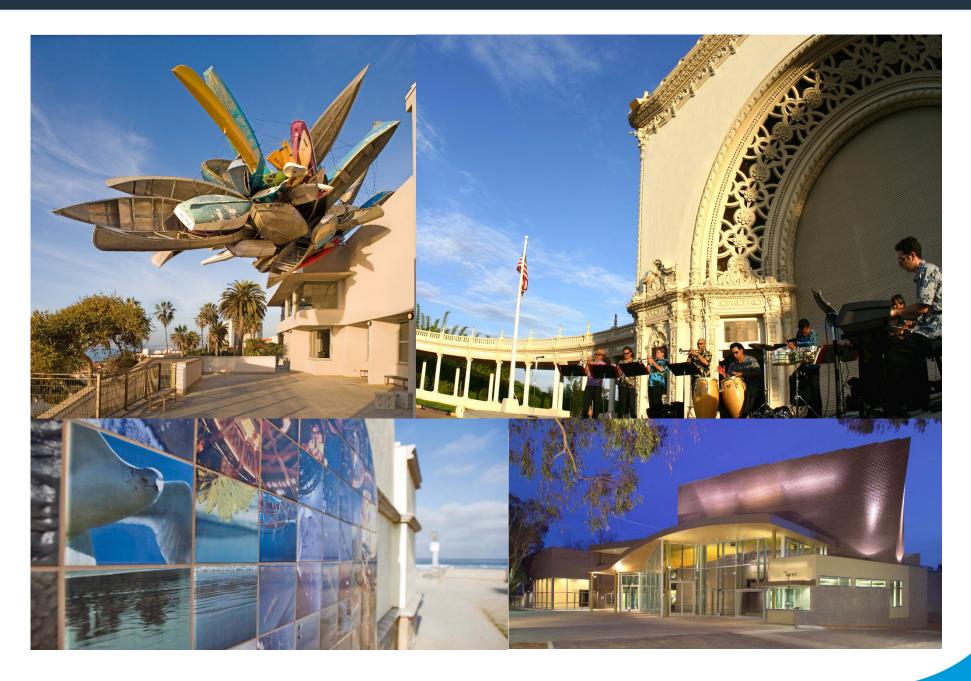
# Contracting with The City of San Diego Commission for Arts and Culture

FY17 OSP and CCSD Contracts





# Welcome





# 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





# FY17 Fast Facts

# **Organizational Support Program**

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

# **Creative Communities San Diego**

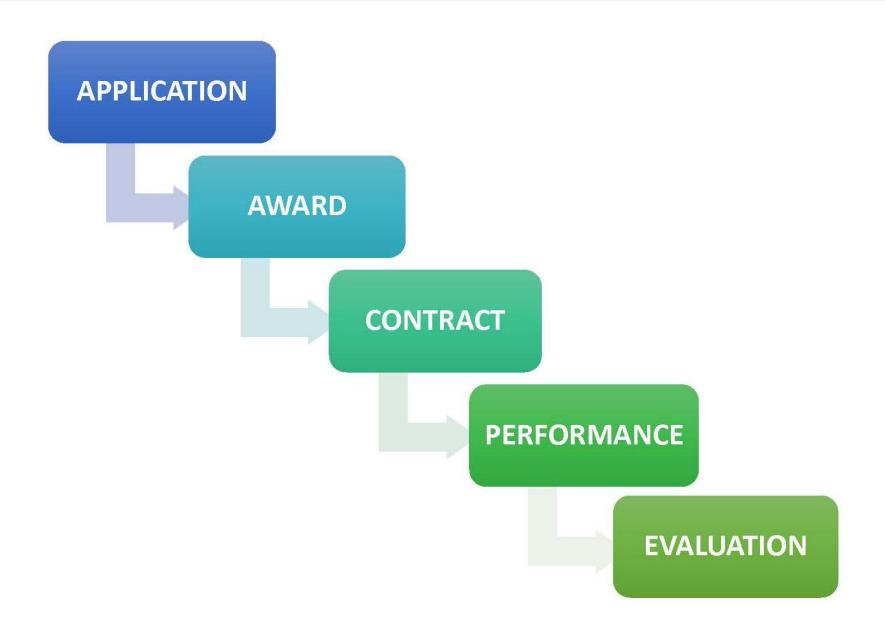
- 58 Applications
- 48 Funded
- 10 Not recommended for funding
- Allocated: \$1,189,847

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





# What is the funding process?







# What is the contract process?

### START: COMMISSION

Commission sends blank contract and instructions to Contractor.



### CONTRACTOR

Contractor signs contract and returns to Commission with insurance materials, etc.



### COMMISSION

Commission checks completeness and accuracy of contract submission from Contractor.



### CITY CLERK

City Clerk records and logs contract.



### CITY ATTORNEY

City Attorney verifies completeness and accuracy of contract submission from Contractor; signs contract.



### PURCHASING DEPT

Purchasing Dept verifies completeness and accuracy of contract submission from Contractor; signs contract.



### COMMISSION

Commission enters contract into accounting system to produce a purchase order.



### CONTRACTOR: END

Receives executed contract and purchase order number.

Requesting payment can begin.





# Where can I find all this info?

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



# **Contract**

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.



# 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



# 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 and 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 – Public Records Act

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: <a href="https://www.sandiego.gov/city-clerk/contact/requests">www.sandiego.gov/city-clerk/contact/requests</a>





# **Insurance Coverage Required**

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

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-						PERSONAL & ADV INJURY	\$1,000	
-	GEN'L AGGREGATE LIMIT APPLIES PER:				<	GENERAL AGGREGATE	\$2,000	
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A	NY PROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$1,000	
(f	Mandatory in NH) yes, describe under ESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE		
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	TFICATE HOLDER			CANCELLATION				
	The City of San Diego			SHOULD ANY OF T	HE ABOVE DI	ESCRIBED POLICIES BE C	ANCELL BE DEL	ED BEFORE
ı	Purchasing and Contra	cting		ACCORDANCE WIT	H THE POLIC	Y PROVISIONS.		
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	·	1 1001		AUTHORIZED REPRESEN	TATIVE			
•	San Diego, CA 92101							
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# **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

THIS CERTIFICATE IS ISSUED AS A			OF INFORMATION ONLY				12/2/2	
CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SUR.	Y OF ANCE THE C	R NEGATIVELY AMEND, E DOES NOT CONSTITUTE ERTIFICATE HOLDER.	XTEND OR ALT A CONTRACT	ER THE CO	OVERAGE AFFORDED THE ISSUING INSURER	BY THE	F POLICIE JTHORIZE
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, cei	tain p	oolicies may require an end	orsement. A sta	e endorsed. tement on ti	If SUBROGATION IS V	VAIVED confer i	, subject t ights to th
PRODUCER			C	ONTACT AME:				
Illiant Insurance Services, Inc. 16-643-2700			(A	HONE NC, No, Ext): -MAIL		(A/C, No)	916-6	43-2750
180 Harvard Street, Suite 460 Sacramento CA 95815			LÃi	DDRESS:				
Sacramento CA 95615			IN	ISURER A : INDEMN	surer(s) affo itv Insuranc	RDING COVERAGE e Company of N A		43575
NSURED						surance Company		10120
ABC Corporation			IN	SURER C : ACE FI	re Underwrit	ters Insurance Com		20702
123 B Street Sacramento, CA 95816				SURER D :				
bacramento, CA 23010				SURER E :				
COVERAGES CER	RTIF	CATE	NUMBER: 239115308	SURER F:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY	S OF EQUI PER	INSUF REMEI	RANCE LISTED BELOW HAVE NT, TERM OR CONDITION OF THE INSURANCE AFFORDED	ANY CONTRACT BY THE POLICIE	OR OTHER	ED NAMED ABOVE FOR T DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH TH
EXCLUSIONS AND CONDITIONS OF SUCH	ADDI	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TC	
A X COMMERCIAL GENERAL LIABILITY	INSL	WVD	SAMPLE	1/1/2015	1/1/2016	EACH OCCURRENCE	\$1,000	000
CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$100,0	
						MED EXP (Any one person)	\$5,000	
						PERSONAL & ADV INJURY	\$1,000	,000
GEN'L AGGREGATE LIMIT APPLIES PER:					<	GENERAL AGGREGATE	\$2,000	
POLICY PRO- JECT LOC OTHER:						PRODUCTS - COMP/OP AGG	\$2,000 \$	,000
C AUTOMOBILE LIABILITY	-		SAMPLE	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	000
X ANY AUTO			SAMPLE	17172010	17 17 20 10	(Ea accident) BODILY INJURY (Per person)	\$	,000
ALL OWNED SCHEDULED AUTOS NON-OWNED						BODILY INJURY (Per accident)	s	
X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	s	
	_						s	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	S	
DED RETENTION\$						AGGREGATE	\$	
R WORKERS COMPENSATION			SAMPLE	1/1/2015	1/1/2016	X PER OTH-	\$	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,	000
	N/A					E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,	000
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	CORD	101. Additional Remarks Schedule. m	nay be attached if mor	e space is requir	nd)		
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (A	CORD	101, Additional Remarks Schedule, m	nay be attached if mor	e space is requir	ed)		
ERTIFICATE HOLDER			CA	ANCELLATION				
ERTIFICATE HOLDER  The City of San Diego						ESCRIBED POLICIES BE CA		
The City of San Diego	acti	ng	S 1	SHOULD ANY OF T	DATE THE	REOF, NOTICE WILL E		
The City of San Diego Purchasing and Contra		_	S	SHOULD ANY OF T	DATE THE	REOF, NOTICE WILL E		
The City of San Diego		_	S	SHOULD ANY OF T	DATE THE	REOF, NOTICE WILL E		
Purchasing and Contra		_	S	SHOULD ANY OF T THE EXPIRATION ACCORDANCE WIT	DATE THE	REOF, NOTICE WILL E		





# **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		ADDL	SUBR		POLICY EFF	POLICY EX
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	INSD	WVD	SAMPLE	(MM/DD/YYYY) 1/1/2015	1/1/2016
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- DIECT LOC OTHER:					
С	AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X AUTOS AUTOS AUTOS AUTOS AUTOS			SAMPLE	1/1/2015	1/1/2016
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE					
В	DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SAMPLE	1/1/2015	1/1/2016



# **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. POLICY NUMBER:

2017CC201

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### SCHEDULE

Name of Person or Organization

City of San Diego and its respective elected officials, officers, employees, agents and representatives.

(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 amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



# Additional Insured Endorsement

POLICY NUMBER: 2017CC201

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Location And Description Of Completed Operations

City of San Diego and its respective elected officials, officers, employees, agents and representatives.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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".

#### However

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
- 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:
- Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 37 04 13

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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.



COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



# 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, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- b. 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

(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 k. of Section A. – Coverages.

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Form SS 00 08 04 05





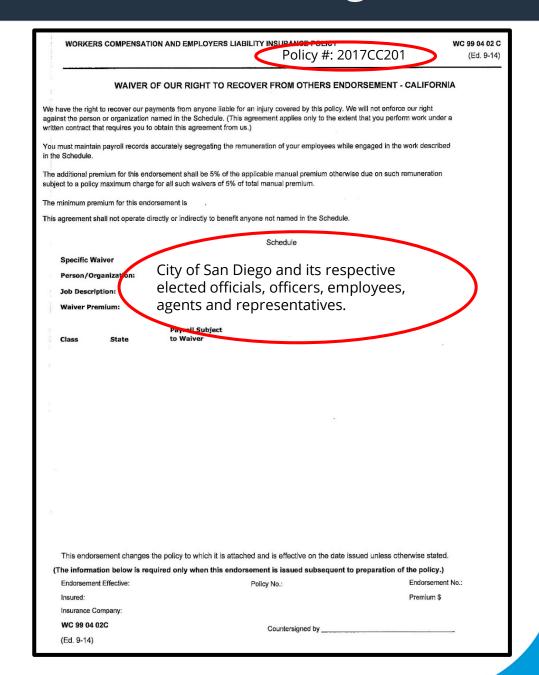
# **Insurance Samples - Waiver of Subrogation**

## 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.



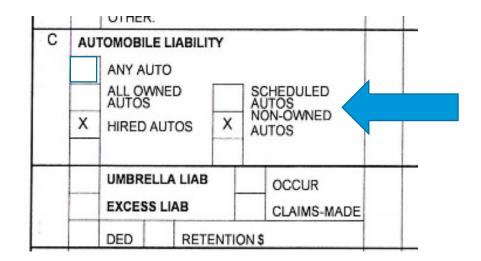




# Insurance Samples – In Lieu Forms

# 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.



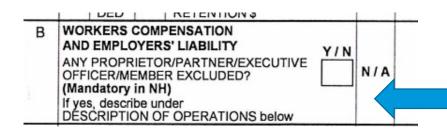




# Insurance Samples – In Lieu Forms

# 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.





# 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.

# State & Federal Registrations

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

- http://rct.doj.ca.gov
- 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**

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

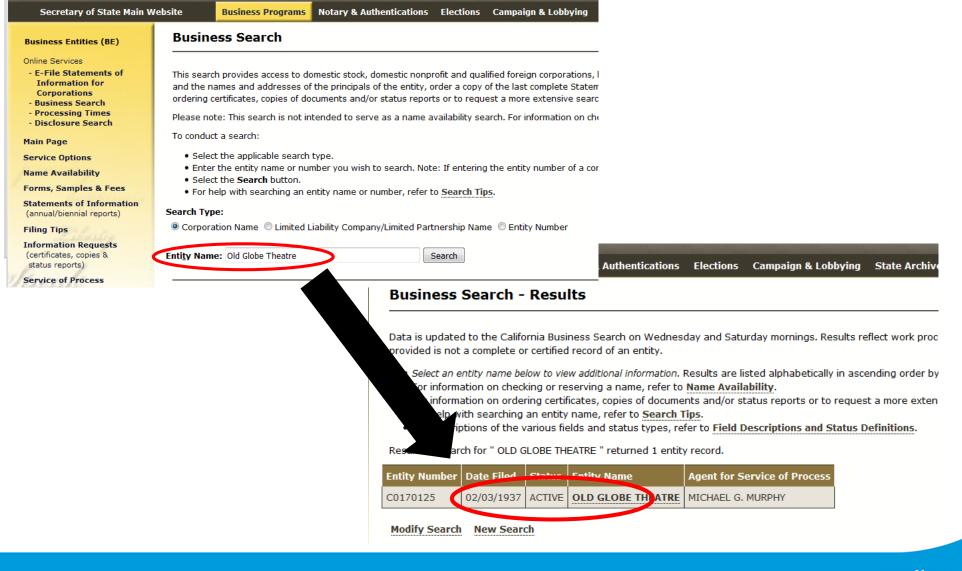
# **System for Awards Management**

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



# California Secretary of State

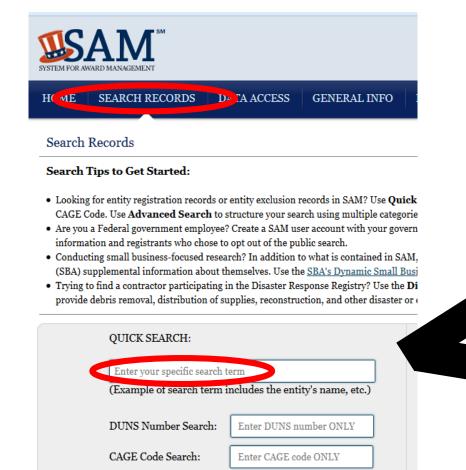
### **Status Needed: ACTIVE**





# System for Awards Management

### Status Needed: ACTIVE or NO RESULTS



SEARCH

Need Help?



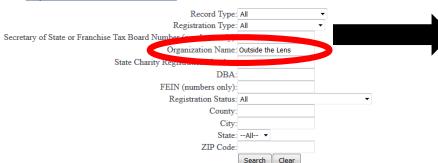


# State of California – Department of Justice

### **Status Needed: CURRENT**



- Welcome to the search page of the Registry of Charitable Trusts (RCT). Here you are able to search for information on charities, charity fundraising professionals, and raffle registrants.
- This search page provides access to information about various types of entities that are registered with the Registry of Charitable Trusts. With a few exceptions, it does not currently provide access to electronic copies of documents filed with the Registry. Electronic copies of filings by certain registrants, such as the annual financial reports filed by commercial fundraisers for charitable purposes, are available elsewhere on the Charities website. Access to these reports is available at CFR search.
- Please enter search criteria below to start your search. Enter data in any field. Remember, the fewer your search criteria, the broader the range of the results that will be obtained by your search. For example, if you search using a name or federal employer identification number (FEIN) and leave the Registration Type or the Record Type fields blank, your results may return multiple registrations for the entity. It may be, for example, that the entity is registered both as a charity and as an organization conducting raffles.
- If you have partial information, you may use a wildcard search by placing an asterisk at the beginning or end
  of the search terms entered. For example, if you are not sure whether a name is spelled Alan or Allen, enter
  Al\* to search.
- Searches by just Secretary of State or Franchise Tax Board Number or just FEIN can be slow. Searches
  using both of those numbers return results relatively quickly.





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.

| Search Again | Search Again | City | State | Registration | Record | Type | Status | City | State | Registration | Type | Current | Charity | Ch



# How can I expedite the process?

 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.









### **Commission for Arts and Culture**

**Contracting Process** 

### **Steps in the Contracting Process**

- 1. Commission staff reviews the contract kit to check for inaccurate or incomplete components.
- 2. When a contract kit is deemed inaccurate and/or incomplete, Commission staff requests corrected materials from the nonprofit organization.
- 3. When a contract kit is deemed accurate and complete, Commission staff sends the contract kit to the City's Purchasing and Contracting Department for review and approval.
- **4.** The City's Purchasing and Contracting Department verifies the completeness and accuracy of all the contract documents, all the insurance documents, and all the state/federal registration documents for each contract kit.
- 5. When a contract kit is deemed accurate and complete by the City's Purchasing and Contracting Department, the contract is signed and the kit is sent to the City Attorney for review and approval.
- 6. When a contract kit is deemed inaccurate and/or incomplete by the City's Purchasing and Contracting Department, the kit is sent back to Commission staff for troubleshooting until fixed.
- 7. The City Attorney verifies the completeness and accuracy of all the contract documents, all the insurance documents, and all the state/federal registration documents for each contract kit.
- **8.** When a contract kit is deemed accurate and complete by the City Attorney, the contract is signed and the kit is sent to the City Clerk for recording.
- 9. When a contract kit is deemed inaccurate and/or incomplete by the City Attorney, the kit is sent back to Commission staff for troubleshooting until fixed.
- **10.** After a contract kit is recorded by the City Clerk, Commission staff sends a paper copy of the contract kit to the nonprofit organization and attaches a digital copy of the contract kit to a purchase request in the City's accounting system.
- **11.** Commission staff sends the purchase request to the City's Purchasing and Contracting Department for review and approval.
- **12.** The City's Purchasing and Contracting Department approves the purchase request and issues a purchase order number, which Commission staff then gives to each nonprofit organization.
- **13.** A nonprofit organization that possesses both a contract (signed by all the parties and recorded by the City Clerk) and a purchase order number issued by the City can begin submitting invoices to Commission staff for reimbursement.