801 East Carson Street • Carson, CA 90745 Phone: (310) 952-1775



CULTURAL ARTS CONTRACTS FUNDING IMPLEMENTATION MANUAL

2017-2018

TABLE OF CONTENTS

Request for Proposal Guidelines	1 - 4
Background	1
Submission Information	2
Eligibility	3
Requirements	3
Church and State Guidelines	4
Scope of Work	4
Program Funding Timeline	4
Application for Program Funding	5 - 14
Application Cover	5
Section 1 – Project Summary	6
Section 2 – Organization Profile	7 - 8
Section 3 – Outreach	8
Section 4 – Attachments to Application	9
A. Financial Information:	
Consolidated Budget Form - Exhibit A	
Program/Project Budget Form - Exhibit B	
Annual In-Kind Donations Log - Exhibit C	
B. Supplemental Materials	
Media Inventory	10
C. Post Grant Awards Reporting Requirements	
Income and Expense Statement - Exhibit D	
Inventory Report - Exhibit E	
Participation Rosters	11
Application Check List	12
Application Rating System	13
Sample Contract Service Agreement	14-19
Section 1 – Duties and Responsibilities of the Contractor	14-15
Section 2 – Payment Procedures and Requirements	16
Section 3 – Independent Contractor/Indemnity	17
Section 4 – Termination	18
Section 5 – Insurance Requirements	18
Signature Page	19
Exhibits A-E	Separate Cover



CULTURAL ARTS ACTIVITIES PROGRAM REQUEST FOR PROPOSAL GUIDELINES PROGRAM YEAR 2017/18

The City of Carson invites community-based organizations and/or agencies to submit proposals for Cultural Arts Contract Activities for a 9-month period beginning September 1, 2017 and ending June 30, 2018. This time period comprises the 2017/18 Program Year (PY). Further program details and requirements are listed below.

I. BACKGROUND

The City of Carson values the services of the community-based arts and cultural organizations and the artists whose work enriches our community. The City Council has allocated funding for these skills to be taught to or performed for Carson residents. The Council's direction included the following:

- City Staff will publicize the opportunity of funding through a widespread outreach process so that the community will know the availability of these funds;
- The Cultural Arts Commission will convene to review the proposals and make recommendations;
- The City Council will review the funding recommendations by the Cultural Arts Commission and make the final approval for the organizations and activities to be funded.

The **purpose** of this funding is to support art and cultural programs or events with broad community impact. The **goal** of this funding is:

- 1. To support existing art and cultural programs or events administered by Carson fine arts and culture organizations.
- 2. To assist in the initiation of new art and culture programs, events, or projects by either local non-profit arts or community organizations, or artists.

The following guidelines detail the funding request process. The attached application must be completed in order for your funding request to be considered. Interested parties are invited to submit descriptive program proposals and twelve (12) unstapled copies no later than 3:00 p.m. on Thursday, May 25, 2017, to the Office of the City Clerk, at Carson City Hall, 701 East Carson Street, Carson, California 90745. Place copies in a sealed envelope marked "Cultural Arts Funding."

Please address any questions about this application to Seniors Services Coordinator Dani Cook at (310) 835-0212 x1480.

II. SUBMISSION INFORMATION

A. <u>Submittal requirements</u>

Funding Application Form may be accessed at the City of Carson website http://ci.carson.ca.us/. Please complete the Funding Application, along with Exhibits A, B, and C, and return the original form and twelve (12) unstapled copies in a sealed envelope labeled "Cultural Arts Funding". Completed application must be TYPED. Please include the name of your organization, a contact person, phone number, and address on the outside of the sealed envelope.

Applications shall be mailed or hand-delivered to:

City of Carson Office of the City Clerk Carson City Hall 701 East Carson Street Carson, California 90745

Handwritten applications, incomplete applications, or applications submitted after the published deadline <u>will not</u> be considered. No bindings or special coverings are desired. The City will not accept any responsibility for the cost of preparing the proposals.

The proposal packet should include one copy of supporting materials about the applicant, such as photos, videos, press reviews, or announcements. Do not send any original supporting materials. The City assumes no responsibility for the loss or damage of supporting materials.

B. MANDATORY Application Information/Technical Assistance Meeting

The Information/Technical Assistance Meeting will be held on Wednesday, May 17, 2017, at 5:00 p.m., at the Congresswoman Juanita Millender-McDonald Community Center. The purpose of this meeting is to provide information and technical assistance to any party interested in submitting this application. This is your opportunity to ask questions about the application process. It is mandatory for all vendors to attend this meeting and acquire any new information affecting the application process, for example mandatory usage of the Carson Cultural Arts Financial Ledger Template. Returning vendors may be excused upon approval of City Staff and/or a majority vote by the Cultural Arts Commission.

C. City Rights

The City of Carson reserves the right to withdraw this funding application process at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any applicant responding to this request for application. The City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this application without indicating any reasons for such rejection(s). Any award made through this process will be made to the applicant, which in the opinion of the City, is best qualified to conduct the program.

D. <u>Funding Process</u>

The minimum annual grant amount for Cultural Arts service providers shall be \$7,500. Once all applications are received, proposals will be reviewed by the Human Services Department for completeness and then evaluated by the Cultural Arts Commission, who will forward their recommendations to the City Council for approval.

E. There will be a mandatory financial reporting meeting for funded contractors. Date will be determined by staff.

III. <u>ELIGIBILITY</u>

In order to be eligible, applicants must meet the following criteria:

- The applicant must be Carson-based;
- The program or event must take place in the city limits of Carson;
- The program or event must be arts, dance, drama, or music.
- The program or event must be publicly accessible;
- The program must be offered at no cost to the community;
- The program or event must be directly linked to services benefiting Carson residents;
- The organization or artist must show evidence of their ability to carry out the project;
- The program or event must take place, and all monies fully expended, between the date that funding is approved by the City Council, and June 30, 2018. Any unused portion of the grant must be returned to the City.

IV. REQUIREMENTS

- A. Funding is limited to artists and local community organizations that manage art, culture, and/or community programs.
- B. Applicants approved for funding will be required to attend a financial reporting training and sign a <u>Contract</u> with the City to ensure compliance with the submitted proposal. Elements of the proposal may be incorporated into the Contract between the City and the grantee.
- C. Applicant must show evidence of experience and qualifications of its staff to carry out program objective.
- D. Applicants approved for funding will be required to:
 - 1. Indemnify, defend and hold harmless the City of Carson; and
 - 2. Obtain liability insurance as described in <u>Section 5 Insurance Requirement</u> of the Contract Service Agreement.
- E. Applicants approved for funding will be required to maintain and submit quarterly financial records which illustrate fiscal program accountability.
- F. The program or event must take place, and all monies fully expended, between the date funding is approved by the City Council, and June 30, 2018. Any unused portion of the grant must be returned to the City.
- G. Applicant certifies and agrees to not discriminate against any employee or person subject to this grant because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy

parenthood, medical condition, or physical/mental disability. Evidence of discrimination shall be sufficient cause for revocation of the grant.

H. All City-funded performances, concerts, or other programming should be offered at no cost to the participants/attendees.

V. CHURCH / STATE GUIDELINES

Funds may be awarded to religious-based organizations providing public art and/or cultural activities, if certain qualifications are included in the Contract between the City and the religious entity. The agreement must include conditions stating that: the cultural services provided are exclusively non-religious in nature and scope; there are no religious services, proselytizing or activities to convert, instruction, or any other religious influences in connection with the cultural services; and there is no religious discrimination in terms of benefits under the project.

VI. SCOPE OF WORK

Grantees must do the following:

- 1. Participate in at least one City-sponsored event at no cost to the City.
- 2. Give credit to the City of Carson for partial funding in their promotional materials.
- 3. Deliver the fine arts and cultural performances and/or activities within the purview of the city program.
- Provide a final report to the Human Services Department (Cultural Arts) by <u>August 30, 2018</u>, including details of how the grant money was spent, along with copies of all publicity materials that mention the City of Carson.
- 4. Observe Americans with Disabilities Act (ADA) requirements.
- 5. Obtain all necessary permits from governmental agencies regulating the nature of services required for each event, program, or project.

VII. FUNDING TIMELINE FOR 2017-2018 PROGRAM YEAR

ACTIVITY	TIME FRAME
Applications Issued	May 1 – May 25, 2017
Application Assistance Meeting (Mandatory)	May 17, 2017 (5:00 p.m.)
Application Submission Deadline	May 25, 2017 (NO LATER than 3:00 p.m.)
Regular Commission Meeting (Binders Distributed)	June 5, 2017
Cultural Arts Commission meeting to hear	June 19, 2017 (4:00 p.m.)
Applicant Oral Presentations	
Cultural Arts Commission meeting to hear additional	June 20, 2017 (4:00 p.m.)
Applicant Oral Presentations (if needed)	
Regular Cultural Arts Commission Meeting (Funding Recommendations)	July 12, 2017 (6:00 p.m.)
Recommendation to City Council for Approval	August 1, 2017 (6:00 p.m.)
Receive Installment Payments After Council Allocations	See page 16 for tentative payment schedule.
Program Year	All services must be provided and all monies must be fully expended between September 1, 2017 and June 30, 2018.



FUNDING APPLICATION – CULTURAL ARTS ACTIVITIES PROGRAM
must be TYPED and completed thoroughly. Please type using font style not smaller than 10-point.)

XISTING PROGRAM SINCE:	M FISCAL Y 2017 / 20		GRANT REQU \$	PROJEC	CT START DATE:	PROJECT	END DATE
ORGAI	NIZATION NAME						
PROGRAM/	PROJECT TITLE						
MAIN CONTACT	PERSON NAME						
ADDRESS, C	(No P.O. Box)				TITLE		
	PHONE			FAX	E-MAIL		
Program Summary grant request:	/ — Using the sp	oace belo	ow in 50 word	ds or less, please	provide a conci	se overviev	of your
	CULTU	RAL AR	TS PROGRAI	M FUNDING HIST	ORY (if any):		
Funding Yr.	F	unding Y	r	Funding Yr		Funding Yr	
Amount	\$	Amoun	t \$	Amount	\$	Amount	\$
Funding Yr	F	unding Y	r	Funding Yr		Funding Yr	
A	\$	Amoun	t \$	Amount	\$	Amount	\$
Amount	Ψ			_			
I certify that knowledge.	t the information I further certify n) to submit and Signature	presente that I am sign this	authorized	olication is true a by the Board of I	and complete to t Directors/Officers Date	he best of I	
I certify that knowledge.	t the information I further certify n) to submit and	presente that I am sign this	authorized	olication is true a by the Board of I	Directors/Officers	he best of I	
I certify that knowledge.	t the information I further certify n) to submit and Signature	presente that I am sign this	a authorized is application.	olication is true a by the Board of I	Date Title	he best of I	
I certify that knowledge.	t the information I further certify n) to submit and Signature	presente that I am sign this	a authorized is application.	plication is true a by the Board of I	Date Title	he best of I	

SECTION I – PROJECT SUMMARY

1.	Describe the what, where, why and how of the proposed project or activities for which
	funds are being requested.

2. Describe/list specifically what the requested funds will be used for. Be certain to describe who will do the work, what they will do, etc.

3. Is there a fee charged to the public to participate in your other projects and/or activities? If so, how much? Please provide details.

SECTION II – ORGANIZATION PROFILE

1.	For	corporation, please state the following:
	a.	Date of Incorporation
	b.	Your Federal Tax ID No.
	c.	Mission of your Organization
	d.	Primary programs and activities
	e.	Attach a list of current board of directors along with a brief biography for each board

2. For individual artist, please provide the following:

member.

- a. Attach a resume which lists your training, artistic achievements and an artist's statement.
- b. In addition, please list the name, address and phone number of your fiscal receiver (if applicable).

3.	Please list your facility or program site(s). Organizations will be expected to comply with all applicable City ordinances governing zoning, fire, noise regulations. Additionally, city permit and/or licensing requirements will also be required as stipulated by the Carson Municipal Code. Please ensure that all programs are ADA accessible.
SECTION	ON III – OUTREACH
1.	Who is your target audience for this project and how will your overall project benefit Carson residents and the general public? What percentage of your target audience is Carson based?
2.	Please estimate the total number of participants and audience served by this event.
	Total participants: Total audience:
3.	How will your program be promoted and marketed?

SECTION IV – ATTACHMENTS TO APPLICATION

A Financial Information

Estimated Project Expenditures broken down into the following major categories:

- Key Personnel-Title, Number of Hours, Hourly Pay
- Contracted Fees and Services-Show Hourly Rates/Honoraria
- Office Costs and Production Materials
- Marketing and Project Documentation
- Equipment Rental
- Other Expenses and Contingency
- Consolidated Budget Form (Exhibit A) All awarded vendors are required to use the Carson Cultural Arts Financial Ledger template and submit quarterly reports. The financial ledger was created by a City Accountant. The requisition of the Carson Cultural Arts Financial Ledger will help create clarity and uniformity with correct financial reporting of awarded funds. There will be an instructional course on proper usage of the financial ledger template to funded vendors ONLY, and that date will be determined by city staff once the City Council makes its final funding recommendations.

The **total** organization's prior and current year budget as well as prior year actual expenses must be accounted for using this form. Provide specific sums for such items as salaries, fringe benefits, sets, rentals, musical scores, orchestration, publicity, props, costumes, printing, insurance, transportation, make-up, band, and all other expenses. Expenses that are supported with City of Carson monies must be clearly identified by placing an asterisk in front of the item.

This form must be submitted to the Human Services Department along with the application. The budget will be evaluated for completeness and reasonableness and returned to applicant for necessary revision/clarification. Two copies of the final approved budget must be submitted to the Human Services Department three weeks in advance of the scheduled payment date. Upon receipt of the budget, Human Services will provide the Accounting Division with the document.

2. <u>Program/Project Budget Form</u> (Exhibit B) – A separate Program/Project Budget Form must be submitted for each event and/or program. Using this form to account for the program/project prior year budget and actual expenses for which the grant was awarded. Additionally, details of the current year program/project for which the grant is being requested must also be provided.

This form must be submitted to the Human Services Department along with this application. Two copies of the final approved budget must be submitted to the Human Services Department three weeks in advance of the scheduled payment date. Upon receipt of the budget, Human Services will provide the Accounting Division with the document.

3. Annual In-Kind Donations (Services and Materials) Log (Exhibit C)

B Supplemental Materials

A. Media Log – Please provide the following information about any form of media accompanying your application. Total viewing/listening time cannot exceed ten minutes, and please cue media if necessary. Label media with the following information also.

Title and Brief Description of Work	Producer/Director	Date and Location of Production	Featured Artist(s)

B. Post Grant Award Reporting Requirements

- Income and Expense Statement (City-Funded Program) (Exhibit D) This report, along with
 the official receipts and invoices, must be submitted on a quarterly basis to the Accounting
 Division on the 15th day following the end of each quarter in a format prescribed by the city.
 The Grantee must submit the final accounting for the revenues and expenditures within thirty
 (30) days following the end of each event.
- 2. <u>Inventory Report</u> (Exhibit E) This report, along with the official receipts and invoices, must be submitted on a quarterly basis to the Accounting Division on the 15th day following the end of each quarter in a format prescribed by the city (see attached form). The Grantee must submit the final accounting of its inventory within thirty (30) days following the end of each event.
- 3. Participation Roster



CULTURAL ARTS ACTIVITIES PROGRAM

PARTICIPATION ROSTER (Attach separate sheet if needed)

1.7	AKTION ATIO	N KOSTEK (Allacii sepa	rate sheet ii heeded)	
REPORTING	PERIOD			
ORGANIZATIO	N NAME			
EVENT PROGRAM/PROJEC	T TITLE		EVENT DATE	
			·	
MEMBER'S NAME		ADDRESS		OF ATTENDANCE
I certify that the information	n presented in	this application is true a	and complete to the bes	t of my knowledge
Signature		Print Name & Ti	tle	Date

Organization Name	

APPLICATION CHECKLIST

Original signed application (unstapled)
Twelve (12) copies of application (unstapled)
Consolidated Budget of the Applicant (Exhibit A)
Budget for Program(s) or Activities that will be considered for City funding (Exhibit B)
Annual In-Kind Donations (Services & Materials) Log (Exhibit C)
Supplemental Materials
Media Log [Audio or visual presentations must fit within your 10-minute oral presentation; must be cued to exact starting point]
Corporations/Organizations: Biographies of key administrative and creative personnel and board of directors.
Individual artists: Resume and artist's statement.
Self-addressed, stamped envelope for return of supplemental materials

REMEMBER DUE DATE:

ALL APPLICATIONS AND SUPPORTING MATERIALS MUST BE SUBMITTED NO LATER THAN 3:00 P.M. ON THURSDAY, MAY 25, 2017, TO:

City of Carson Office of the City Clerk Carson City Hall 701 East Carson Street Carson, California 90745

Cultural Arts Commission Contract Application Rating System

The following is a rating system to be used to evaluate Cultural Arts Commission Contract Applications. This system will have 100 points maximum. In order to be eligible for consideration, applicants must earn a minimum of 70 points. Points will be distributed in the following categories:

Maximum Points 100:

CATEGORIES	POINTS	COMMENTS
Project Impact: The extent the program will focus on serving Carson residents with specific influence in the Cultural Arts community.	20 Points	
Project Goal: What is the significance of the program in promoting visual art, dance, drama, history, or music?	20 Points	
Project Budgeting: Ability to apply and expend Cultural Arts funds over a full program year with a functional budget.	20 Points	
Project Viability: Stable management, past performance, program staffing, reasonable timetable.	20 Points	
Project Integrity: Ability to show program services are open to diverse ethnic groups.	20 Points	
Carson Based: Applicants must be Carson-based.	<u>Circle One:</u> YES	
	NO	



CULTURAL ARTS ACTIVITIES PROGRAM

CONTRACT SERVICE AGREEMENT - FY 2017/18

CONTRACTO	P.O. NUMBER							
FED ID or SS	# C	ONTACT PERSON						
ADDRES	CITY		ST	CA	ZIP			
PHON	FAX	E-MAIL	-					
THIS AGREEMENT IS MADE ON (date) BY AND BETWEEN THE CITY OF CARSON, HEREINAFTER CALLED THE "CITY," AND, (contact person), HEREINAFTER CALLED THE "CONTRACTOR", REPRESENTING (name of organization). THIS AGREEMENT IS IN EFFECT AS OF SEPTEMBER 1, 2017, AND ENDS JUNE 30, 2018.								
THE PARTIES HERETO AGREE AS FOLLOWS: SECTION 1 – DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:								
A.	Contract service includes (description	n of service).						
B.	ontractor agrees that membership in its organization and participation in its activities nall not be restricted based upon race, color, creed, religion, sex, marital status, ational origin, ancestry, age, physical or mental handicap, medical condition, or sexual ientation except as otherwise permitted by law.							
C.	ontractor at all times agrees to make every effort to recruit Carson residents for embership. Participation roster listing the name, city of residence, and if applicable, e school of attendance of the participants for each production shall be filed with the uman Services Department.							
D.	Contractor shall make every effort to util equipment, rentals, etc.	lize Carson vendors fo	r su	oplies,	print	ting,		
E.	ontractor shall coordinate its own activities, including sole responsibility for bookings and tours, purchasing, conducting auditions and rehearsals, selecting casts, and ranging all scheduled performances.							
F.	Contractor shall have no free use of City re	sources (buses, equipme	ent, a	nd/or	faciliti	ies).		

All use of the Community Center and other City facilities will be on a paid permit basis.

The Contractor is not to list City addresses as their business address. Contractor's mail should be listed under Contractor's personal/business address.

- G. Contractor shall publicize the City at each function by:
 - 1. Acknowledging that funding was made available to Contractor upon the recommendation of the "Cultural Arts Commission" and approval of the "Carson City Council".
 - 2. Distributing publications and literature about the Contractor and the City. Publications shall not be distributed unless they conform to the following guidelines:
 - (a) The heading of the publication must always read, "The City of Carson Cultural Arts Commission Presents." All other pertinent City information must be included.
 - (b) Contractor must create and submit the draft of any publication/flyer to the Human Services Department prior to printing and distribution. If necessary, publications will be returned to the Contractor for revisions. Corrected publication must be resubmitted to the Human Services Department for final approval.
 - (c) All programs must list the names of the current elected officials and management staff. If necessary, publications will be returned to the Contractor for revisions. Corrected publications must be resubmitted to the Human Services Department for final approval.
 - (d) After reviewing the publications for completeness and accuracy, the Human Services Department will forward same to the Director of Community Services (or designee), who will then approve all publications in writing before going to print.
- H. All costs associated with the publication and printing of literature (including flyers, programs, and invitations) are the responsibility of the Contractor.
- I. Contractor agrees to maintain in good standing a business license issued by the City during the term of this agreement, if required by the Carson Municipal Code.
- J. All appearances of Contractor that will be made as a representative of City shall be approved by the Director of Community Services or by a designee.

SECTION 2 - PAYMENT PROCEDURES AND REQUIREMENTS

A.	the su	nall pay Contractor for the performance of the services set forth in this agreement m not to exceed \$ Payment to Contractor will be charged to account or 01-90-990-153-6005 and shall be made on the third Register of Demand as
	follows	
	1.	First Disbursement in September 2017* (\$)
	2.	Second Disbursement in December 2017* (\$

3. **Final Disbursement** in March 2018* (\$_____)

- B. Funds may only be expended in accordance with a budget to be prepared by the Contractor and approved by the Director of Community Services or designee. The budget should be prepared as a line item budget, and shall be broken down by event. The budget must be in a format prescribed by the City. It shall be detailed and must provide specific sums for such items as salaries, fringe benefits, sets, rentals, musical scores, orchestration, publicity, props, costumes, printing, insurance, transportation, make-up, band and all other expenses.
- C. The Contractor shall submit the approved final budget to the Human Services Department three (3) weeks in advance of the scheduled payment date. No funds will be released to the Contractor until the approved final budget is received by the City.
- D. Invoices and/or official receipts for actual expenditures must be submitted on a quarterly basis (October, January, April, and July) to the Human Services Department on the 15th day following the end of each calendar quarter. In addition, within thirty (30) days after the conclusion of the event, the Contractor must submit a final accounting of actual revenues and expenditures for the event in a format prescribed by the City. Failure to submit the required documentation in a timely manner may result in a delay of payments to the Contractor.
- E. A separate bank account shall be maintained for each City funding source. Proof of compliance with this provision such as bank statements may be required for audit purpose by the Accounting Division.
- F. The City requires that all gross revenues, donations, interest income, etc. must be reported.
- G. All City-funded performances, concerts, or other programming shall be offered at no cost to the participants/attendees.
- H. Contractor shall provide the City, on a quarterly basis (October, January, April, and July), with an inventory of all equipments, props, uniforms, musical instruments, and costumes purchased with City funds no later than the 15th day following the end of each quarter. In addition, within thirty (30) days after the conclusion of each event, the Contractor must

^{*}Pending compliance in regards to financial reporting as determined by a City accountant.

- submit a final inventory list to the Human Services Division. This list must be attached to the Reports required in Section 2.D. The inventory list shall conform to the format prescribed by the City.
- I. All materials purchased with City funds shall be the property of the City and will be given to the City upon termination of the contract. A system to negotiate the purchase of goods bought with these funds is being developed, and contractors will be kept apprised of their options as they develop.
- J. At the conclusion of the contract term, any funds not spent or unaccounted for will be returned to the City. Contractor may be subject to an audit by the Accounting Division.

SECTION 3 - INDEPENDENT CONTRACTOR/INDEMNITY

- A. Contractor is, and shall at all times remain to City, as a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the City or that any programs conducted by the Contractor are official City programs.
- B. Contractor agrees to hold harmless and indemnify City and its officers, elected officials, members of boards and commissions, employees, servants, volunteers, and agents serving as independent contractors in the role of city or agency officials, (collectively, the "Indemnities"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from the acts or failures to act of Contractor or any of its officers, employees, subcontractors, agents, volunteers, participants, quests, or invitees arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the Agreement or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. indemnity provision is effective regardless of any prior, concurrent, or subsequent negligent act or omission by Indemnities and shall operate to fully indemnify Indemnities against any such acts or omission, except for Indemnities' active negligence or willful misconduct. Payment is not required as a condition precedent to Indemnities' right to recover under this indemnity provision, and an entry of judgment against Indemnities shall be conclusive in favor of the Indemnities right to recover under this indemnity Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnities, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent act or omission, negligent or otherwise, by Indemnities, except for Indemnities' active negligence or willful misconduct. Contractor agrees that its covenant under this indemnity provision shall survive the termination of this Agreement and is in addition to any other rights or remedies that Indemnities may have under the law.

SECTION 4 – TERMINATION

This agreement may be terminated by either party, with or without cause, upon 30 days written notice. Upon termination as provided hereunder, Contractor shall return all equipment purchased with City funds. City shall pay Contractor for all purchases and expenditures made or obligations incurred by the Contractor prior to the date of termination, so long as said purchases or expenditures made or obligations incurred are in conformity with the budget prepared in accordance with Section 2.B. In the event the funds paid by the City exceed said purchases and expenditures made for obligations incurred by Contractor, Contractor shall remit said balance to City.

SECTION 5 – INSURANCE REQUIREMENTS

Contractor shall obtain and maintain during the term of this agreement the following coverages and endorsements:

- A. <u>Comprehensive General Liability Insurance</u> in amounts not less than \$500,000 for bodily injury arising out of any one occurrence and \$500,000 in the aggregate, and \$500,000 for property damage arising out of any one occurrence and \$500,000 in the aggregate, or a combined single limit of \$500,000 per occurrence, \$500,000 aggregate.
- B. <u>Comprehensive Automobile Liability Insurance</u> in amounts not less than \$100,000 for bodily injury to any one person, \$300,000 arising out of each accident and \$50,000 for property damages. A combined single limit of \$300,000 is also acceptable.

Such insurance shall name the City of Carson, its officers, employees, agents, elected officials, members of boards or commissions, and volunteers **as additional insured parties**. Coverage must include the provisions prescribed by the City.

Contractor shall file and maintain the required endorsements and certificates of insurance with the Risk Management Division of the City at all times during the term of this agreement. The endorsements and certificates are to be filed prior to the commencement of work and should state clearly:

- 1. The additional insured requested.
- 2. Insurance is to be primary to that of the additional insured.
- 3. Cross liability clause.
- 4. The insurance afforded to the additional insured shall apply as primary insurance and no other insurance maintained by the additional insured will be called upon to contribute with the insurance provided by the Contractor.
- 5. Any notice of change or cancellation of insurance must be provided thirty days prior to the change or cancellation to:

The City of Carson Risk Management Division P.O. Box 6234 Carson, CA 90749

This agreement is executed by the city on this	day of, 20
Organization Name	
CONTRACTOR'S SIGNATURE	DATE
PRINT NAME	TITLE
CITY OF CARSON:	
	_
CITY MANAGER	
DIRECTOR OF COMMUNITY SERVICES	-
DIRECTOR OF ADMINISTRATIVE SERVICES	_
APPROVED AS TO FORM:	
CITY ATTORNEY	_
ATTEST:	
CITY CLERK	-