



Office of Cultural Affairs
C I T Y O F D A L L A S

FY 2019-20
Cultural Organizations Program
(COP)
Resource Guide



City of Dallas

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Contracting with the City of Dallas

Cultural Services Contracts

Following authorization to enter into a contract for cultural services, generally by City Council resolution, OCA will send your organization the contract for signature by properly authorized officials of your organization. The contract will then be signed by the City Manager and approved as to form by the City Attorney. Contracts generally consist of the following documents:

- Contract
- Exhibit A - Scope of Services
- Exhibit B - Insurance Requirements
- Texas Ethics Commission Form 1295 (only for organizations receiving \$50,000 or more)

Contract

The contract is a formal and legally binding agreement between the City and your organization that contains the specific terms both parties agree to related to cultural services.

Scope of Services

The scope of services is generally Exhibit A to the contract and is incorporated into the contract by reference as if written word for word in the contract itself. Services that are to be provided to the City (including community outreach) will be specific in number and type to be provided. The scope of services will be developed from information provided by your organization in the COP application.

Should it become necessary to alter the contracted services during the contract term, a written amendment to the contract may be necessary. Please contact the Cultural Programs Manager at any time during the contract term if there may be an issue. OCA will work with your organization to make these adjustments.

Insurance Requirements

Insurance requirements are included in the contract and are determined by the City's Office of Risk Management. A Certificate of Insurance (COI) meeting the minimum specifications provided must be submitted to the City prior to the City signing a contract with your organization, and whenever a policy is renewed. The City utilizes a third-party agency to review COIs and to track ongoing compliance. OCA will be alerted if there is a change to your insurance coverage that falls below the minimum specifications.

Failure to meet insurance requirements or maintain appropriate coverage during the contract term may negatively impact future funding of your organization by OCA and may result in default and termination of existing agreements, as may be specified in the contract.

A sample of the City's insurance requirements for COP contracts is attached to this document as Appendix 1. Your exact insurance requirements may vary based on the services your organization will provide.

For more information on insurance coverage please [Contact OCA](#).

Form 1295 – Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. The state agency or governmental entity must use the filing application to acknowledge the receipt of Form 1295.

See [Instructions: Filling Form 1295](#) at end of document for more information and assistance.

Licenses and Permits

During the contract term, applicants are required to obtain and maintain all necessary licenses, permits, insurance and other approvals required by law for the provision of services to be provided. OCA may request evidence of such approvals prior to the execution of the contract and at any point during the contract term.

Contract Execution

The following lists the COP contract process before payment can be made:

1. The Scope of Services for the contract is approved by the organization.
2. Organizations receive insurance requirements from the Office of Risk Management specific to the services they will be providing.
3. Organizations provide a Certificate of Insurance (COI) as proof of insurance coverage per the insurance requirements. (see more information [below](#))
4. Organizations receiving funding over \$50,000 submit Form 1295 to the Texas Ethics Commission and deliver a copy to OCA.
5. City Council authorizes the City Manager to sign the contracts
6. When OCA receives a memorandum of compliance from the Office of Risk Management stating insurance requirements have been met, and, if required, the Form 1295 has been submitted, COP contracts will be routed for signatures from:
 - i. Authorized Officials of Cultural Organizations
 - ii. City Manager
 - iii. City Attorney
7. Only after final execution of the contract has been made by the City may an organization submit an invoice for payment. Payment can take up to 30 days.

Certificates of Insurance

Certificates of Insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued and be acceptable by the City.

All insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

1. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
2. State that coverage shall not be canceled except after thirty (30) days written notice to:
 - (i) Office of Cultural Affairs, Attention: Glenn Ayars, Project Manager, 1925 Elm #400, Dallas, Texas 75201 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
3. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
4. Provide that the organizations insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
5. Ensure that all certificates of insurance identify the service or product being provided and name the Office of Cultural Affairs as the Certificate Holder.
6. 30-day cancellation clause obligating the insurance company to notify the Office of Cultural Affairs of cancellations or material changes.

Instructions: Filing Form 1295

A completed Form 1295, as required by the Texas Ethics Commission (TEC) must be generated and submitted electronically through the TEC's website*:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Step 1: Obtain the identification number for your contract.

Section 3 of Form 1295 requires you to provide the identification number used by the City to track your contract. This number will be generated by the City. You may obtain the identification number from OCA.

Step 2: Create a user profile on the Texas Ethics Commission's website.

Create your user profile on the TEC website. You can find a four-minute instructional video here:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Step 3: Log in to your account to electronically file the form (aka "Create a Certificate")

File your Form 1295 on the TEC website (see image below of completed form). You can find a three-minute instructional video here:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

Step 4: Submit Form 1295 to the appropriate OCA contact

Submit your completed form to your OCA contact. Upon receipt of your Form 1295, the City will electronically file an acknowledgment with the TEC that we have received your form.

*Please note that City employees may not give a business entity advice on how to fill out the Form 1295

Special Permits

Based on the organization's programming venues or locations, you may need a special event permit issued through the City of Dallas.

Fire Department 214-670-4319

- Fire Marshal (Building occupancy safety)
- Tent Permits
- Pyrotechnics (fireworks)
- Liquid Propane
- <https://www.dallascounty.org/departments/fire/feesched.php>

Dallas Parks and Recreation Department 214-670-8740

- Reservations to use parks (does not include privately managed parks)
- <http://dallasparks.org/365/Make-a-Reservation>

Office of Special Events 214-939-2701

- Street/Lane Closures
- Filming/Photo Shoots/Documentaries
- Outdoor Gatherings
- Use of Portable Restrooms (non-construction)
- Tent permits (400 sq. ft. or larger)
- <https://www.dallaspecialevents.com/>

Texas Alcoholic Beverage Commission 817-652-5912

- Sale of alcoholic beverages (indoor/outdoor)
- 2225 East Randol Mill Road, Suite 200
- <https://www.tabc.state.tx.us/index.asp>

Building Inspections (Sustainable Development) 214-760-8160

- Occupying Vacant Buildings
- Ensure there is an appropriate Certificate of Occupancy for the Building
- Ensure you have written authorization from the property owner
- Attaching/affixing anything to a building
- Vendor permits (sale of merchandise)
- 320 E. Jefferson, Room 100, Dallas, TX 75203 – 214-948-4480
- <https://dallascityhall.com/departments/sustainabledevelopment/buildinginspection/Pages/index.aspx>

Consumer Health Department (Food Protection) 214-670-8083

- Sale/Distribution of food and/or beverages
- Feeding the homeless
- <https://dallascityhall.com/departments/codcompliance/Pages/default.aspx>

Equity, Diversity, & Inclusion Policy Resources

Per the City of Dallas Cultural Policy as adopted November 28, 2018, organizations receiving operational support through COP must have measurable goals related to equity, diversity and inclusion that are board-approved and published on the organization's website.

Below are some resources to help in the drafting and creation of an Equity, Diversity, & Inclusion Policy.

City of Dallas, Office of Business Diversity

214-670-3326

<https://www.dallasobd.com/>

The Office of Business Diversity can help talk you through how to create an ED&I Policy as well as give you extra resources on how to go about contracting with more minority and women-owned businesses.

Sammons Center for the Arts: Art-Works

Art-Works has a plethora of resources found at the link below. They also have created an ED&I Policy template that will allow organization leadership to work with staff and their board to create a unique ED&I Policy that best fits their own organization

<https://sammonsartcenter.org/artworks/>

- Human Resources
 - Equity & Inclusion
 - [Anti-Racism, Access, and Equity Policy Template](#)

Fractured Atlas:

Examples of Anti-Racism and Anti-Oppression Community Guidelines and includes: definitions, policy statements, and sample commitments.

- <https://www.fracturedatlas.org/site/about/antioppressionguidelines>
- Employee Handbook Example: <http://howwework.fracturedatlas.org/>

Racial Equity Tools

- <https://www.racialequitytools.org/home>
- Glossary of Definitions: <https://www.racialequitytools.org/glossary>
- Organizational Change Process: Case Studies, Practices, Concepts
 - <https://www.racialequitytools.org/plan/change-process/organizational-change-process>

Racial Equity, Diversity & Inclusion Statement Examples

- City of Toronto : <https://www.toronto.ca/city-government/accessibility-human-rights/equity-diversity-inclusion/>
- Template: <https://torontoartscouncil.org/TAC/media/tac/Grants/Reference%20Documents/TAC-Anti-racism-Access-and-Equity-policy-template.doc>
- Seattle Office of Cultural Affairs: <https://www.seattle.gov/arts/programs/racial-equity>

APPENDIX 1

Insurance Requirements

SECTION A.

CULTURAL AGENCY shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in SECTION C (a), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an insured by endorsement to each policy, where applicable, and thus will be entitled to notice of cancellation, of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY CULTURAL AGENCY UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

SECTION B.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the work performed by CULTURAL AGENCY and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. CULTURAL AGENCY shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CULTURAL AGENCY).

SECTION C. REQUIRED PROVISIONS

CULTURAL AGENCY agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
 - (i) Office of Cultural Affairs, Attention: Charla Sanderson, Project Manager, 1925 Elm Street #400, Dallas, Texas 75201 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

SECTION D. INSURANCE COVERAGE REQUIRED

Subject to CULTURAL AGENCY'S right to maintain reasonable deductibles, CULTURAL AGENCY shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CULTURAL AGENCY'S sole expense, insurance coverage in the following type(s) and amounts:

1. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

If CULTURAL AGENCY'S employees will be performing services under the contract at a CITY owned facility then, Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for Employers Liability are:

Bodily Injury by Accident: \$100,000 Each Accident
Bodily Injury by Disease: \$100,000 Each Employee
Bodily Injury by Disease: \$500,000 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- c) Provide that CULTURAL AGENCY'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

NOTES:

- i. If CULTURAL AGENCY will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CULTURAL AGENCY shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If CULTURAL AGENCY is a non-subscriber or is self-insured, CULTURAL AGENCY shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE

If vehicles will be used in the performance of services under the contract, then Business Automobile Liability Insurance covering owned, hired, and non-

owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$500,000 per occurrence.

The policy shall include:

- a) An endorsement on the policy naming the City of Dallas its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CULTURAL AGENCY'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

NOTE:

- i. If CULTURAL AGENCY has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CULTURAL AGENCY shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

3. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$500,000 per occurrence, \$1,000,000 general aggregate. Additional coverage shall include: Abuse and Molestation; Fire Legal Liability limits of \$750,000 if CULTURAL AGENCY occupies a CITY-owned facility.

The policy shall include:

- a) An endorsement naming the City of Dallas, its officers, employees and elected representatives as additional insured using the broadest form of endorsement available, with such status extended to include the extension of the completed operations coverage as described above.
- b) An endorsement to waive subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage

- or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
 - d) Provide that CULTURAL AGENCY'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
 - e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

SECTION E. SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CULTURAL AGENCY, the CULTURAL AGENCY shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CULTURAL AGENCY as an additional insured.

(2) CULTURAL AGENCY shall obtain and monitor the certificates of insurance from each Subcontractor. CULTURAL AGENCY must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

SECTION F. CULTURAL AGENCY LIABILITY

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CULTURAL AGENCY or its subcontractors shall not relieve CULTURAL AGENCY of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CULTURAL AGENCY from liability.

SECTION G. INDEMNITY

CULTURAL AGENCY agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CULTURAL AGENCY'S breach of any of

the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of CULTURAL AGENCY, its officers, agents, employees, or subcontractors, in CULTURAL AGENCY'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of CULTURAL AGENCY and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CULTURAL AGENCY (COMPANY NAME): _____

BY: _____
Signature of Authorized Representative

NAME: _____
Name of Authorized Representative (please print)

DATE: _____