



City of Santa Barbara

City Clerk's Office

www.SantaBarbaraCA.gov

735 Anacapa Street
P.O. Box 1990
Santa Barbara, CA
93102-1990
Tel.: 805.564.5309
Fax: 805.897.2623

DATE: October 4, 2007

TO: Santa Barbara International Film Festival
1528 Chapala St. #203
Santa Barbara, CA 93101

ATTN: Roger Durling, Executive Director

FROM: Starla Lago, Records Technician *SL*

Enclosed for your records is a fully executed duplicate original of the following agreement between the City of Santa Barbara and the addressee listed above.

Agreement Number: 22,575

Community Promotion Contract With Santa Barbara International Film Festival.

Enclosures

c: Jennifer Hopwood, Executive Assistant

AGREEMENT FOR USE OF COMMUNITY PROMOTION FUNDS NO. 22,575

THIS AGREEMENT, entered into this 4th day of October, 2007,
by and between

Santa Barbara International Film Festival,
hereinafter referred to as "Contractor";

and

CITY OF SANTA BARBARA, a municipal
corporation, hereinafter referred to as "City";

WITNESSETH:

THAT, WHEREAS, on June 26, 2007 the Santa Barbara City Council adopted an operating budget for the fiscal year beginning July 1, 2007 that contains funds for the purpose of supporting community interests which tend to promote tourism and enhance the City and make it an attractive tourist and resort area; and

WHEREAS, City Council has found and determined that Contractor is a public service corporation operated for the purposes of providing cultural and/or entertainment activities; and

WHEREAS, Contractor meets the criteria and guidelines established by Council action, for the expenditure of Community Promotion funds;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM

This Agreement commences on July 1, 2007 and shall terminate on June 30, 2008, unless sooner terminated as herein provided.

2. USE OF FUNDS

Subject to terms and conditions contained herein, City agrees to provide funds to Contractor in the amount of Sixty Thousand and no/100 Dollars (\$60,000) for purposes described in Exhibit "A", which exhibit is incorporated herein by reference. All expenditures must be incurred during the term of this Agreement. Contractor shall not use any of the funds provided under this Agreement for any purpose other than the uses specified in Exhibit A without the prior written approval of the City Finance Director. If Contractor uses said funds, other than as provided for herein, without receiving the prior written consent of the City Finance Director, City shall have the right to terminate this Agreement and Contractor shall return to City all funds disbursed pursuant to this Agreement.

3. DISBURSEMENTS

Following execution of this Agreement, Contractor shall submit a claim to the City in the manner specified by the City Finance Director. Upon receipt of a proper claim from Contractor and in consideration of the detailed use of funds specified in Exhibit A, City shall pay Contractor the amount of Sixty Thousand and no/100 Dollars (\$60,000) in one installment.

4. AUDIT OF CORPORATION'S RECORDS

Contractor shall keep and maintain in Santa Barbara, or, if City is notified in writing, at its headquarters elsewhere in Southern California, full, complete, and appropriate books, records and accounts relating to the event, including all such books, records, and accounts necessary or prudent to evidence and substantiate in full detail Contractor's performance. All books, records, and accounts relating, in City's reasonable judgment, to Contractor's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied and shall at all times during normal business hours be open to and available for inspection by City, its auditors, and other authorized representatives. If at any time during the term hereof said books, records and accounts are deemed inadequate or incomplete in the reasonable judgment of City, Contractor shall, upon the request of City, revise, adjust, complete, procure and maintain such books, records and accounts so that thereafter they shall be of a character and form adequate for said purposes in City's reasonable judgment. Copies of all tax reports and Internal Revenue tax reports or any other reports that Contractor may be required to furnish any governmental agency shall at all reasonable times be open for inspection by City at the place that the books, records and accounts of Contractor are kept. City shall have the right to audit and examine the books, records and accounts of Contractor necessary for a proper determination of the use of contract funds, and all such books and records shall be held available for such purpose.

5. REIMBURSEMENT OF IMPROPER EXPENDITURES

If, within two years of filing of financial statement required by Paragraph 15 of this Agreement, it is determined by City that funds provided under the terms of this Agreement have been used by or on behalf of Contractor for purposes which do not qualify as allowable expenditures or which are not consistent with the budget specified in Exhibit "A," Contractor shall, at City's request, pay to City an amount equal to one hundred percent (100%) of any amount improperly expended.

6. LICENSES AND PERMITS

Contractor shall obtain and maintain any and all licenses and permits necessary to conduct the program and to maintain the facilities and render the services proposed to be maintained or rendered in connection with the program.

7. CITY'S RIGHT TO TERMINATE AGREEMENT

City shall have the right to terminate this Agreement immediately if the City determines that Contractor has incurred obligations or made expenditures for purposes which do not constitute allowable expenditures or which are not consistent with the

budget specified in Exhibit "A." City shall also have the right to terminate this Agreement immediately if City determines that the Contractor is conducting the program in violation of any of the terms of the program application or this Agreement, or has filed a petition of bankruptcy, or for receivership or reorganization or has filed any other petition under the Bankruptcy Act (11 USCA Paragraph 1 et seq.) or has taken or committed any act preparatory to the filing of any such petition or has become or is insolvent or has committed any other act of bankruptcy or insolvency. In any event, City shall have the right to terminate this Agreement at any time, with or without cause, by giving Contractor thirty (30) days' prior written notice of City's intent to terminate this Agreement; provided that, upon such termination, City shall pay all obligations incurred by Contractor prior to the date of such termination which are authorized under the terms of the program and of this Agreement.

8. HOLD HARMLESS

Contractor agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorney's fees) and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property and loss of use thereof or for bodily injury to or death of any person (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the Contractor's activities under this Agreement and arising from any cause whatsoever (including, but not limited to, the active negligence of the City), except Contractor shall have no obligation to hold harmless and indemnify the City for willful injuries caused by the City.

9. INSURANCE

As part of the consideration of this Agreement, Contractor agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage as specified in I. & II. below. All insurance coverage is to be placed with insurers that: 1) have a Best rating of no less than B+: XII, and 2) are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

I. General Liability: Contractor agrees to maintain insurance sufficient to honor and meet its obligations under the "Hold Harmless" provision (Section 8 above).

II. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Contractor's staff while performing any work incidental to the performance of this agreement. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such written notice by City.

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

A Certificate of Insurance, supplied by the City, evidencing the above, shall be completed by the Contractor or his agent and submitted to the City prior to execution of this Agreement by the City. Contractor shall exercise due diligence to require all subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, Workers' Compensation, and Professional Liability insurance as set forth in I. and II. of this section.

If, for any reason, Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

10. INDEPENDENT CONTRACTOR

It is understood and agreed by the parties hereto that Contractor, while engaged in conducting the program and complying with any of the terms of this Agreement, is an independent contractor and is not an officer, agent or employee of the City; and officers, employees and agents of Contractor are not entitled to any of the benefits of City employees.

11. WORKERS' COMPENSATION INSURANCE

Contractor shall provide, during the term of this Agreement, Workers' Compensation Insurance for all of its employees and independent contractors engaged in conducting the program for whom Workers' Compensation Insurance is required. The Contractor shall file with City on the certificate supplied by the City showing that Contractor and all its such employees are covered by Workers' Compensation Insurance.

12. ASSIGNMENT

Contractor shall not assign this Agreement or any part thereof or any monies payable hereunder without the prior written consent of the City.

13. NONDISCRIMINATION

Contractor agrees to comply in all respects with the Nondiscrimination Certificate attached hereto as Exhibit "B" and incorporated herein by reference.

14. STATEMENT OF COSPONSORSHIP

Contractor shall include on all advertising and promotional materials regarding the funded Event the following statement: "Cosponsored by the City of Santa Barbara through its Community Promotion Fund."

15. FINANCIAL STATEMENT AND YEAR-END REPORT

At the request of the Finance Director, Contractor agrees to submit to the City within thirty (30) days following the request an audited annual financial statement of the corporation and a year-end report detailing that disbursements of all sums paid to it by the City have been spent in accordance with this Agreement.

16. NOTICES

Notices shall be sent to the Contractor addressed as follows:

Roger Durling, Executive Director
Santa Barbara International Film Festival
1528 Chapala Street #203
Santa Barbara, CA 93101

Notices shall be sent to the City addressed as follows:

Robert D. Peirson, Finance Director
Finance Department
City of Santa Barbara
P.O. Box 1990
Santa Barbara, CA 93102-1990

17. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement.

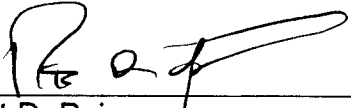
18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between City and Contractor with respect to the subjects matter hereof and supersedes all prior agreements and negotiations, oral and written. This Agreement may not be modified or amended in any respect whatsoever except by an instrument in writing signed and authorized by the City of Santa Barbara and Contractor.


IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first written above.

CITY OF SANTA BARBARA
A Municipal Corporation

Santa Barbara International
Film Festival



Robert D. Peirson,
Finance Director



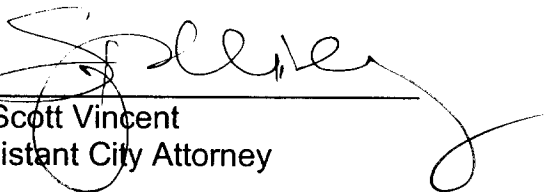
Roger Durling
Executive Director
1528 Chapala Street #203
Santa Barbara, CA 93101
805-963-0023

ATTEST:



Cynthia M. Rodriguez, CMC
City Clerk Services Manager


APPROVED AS TO FORM:
Stephen P. Wiley
City Attorney

By 

N. Scott Vincent
Assistant City Attorney

Business Tax Compliance:
Certificate No. 57590

By 

Approved as to Insurance:


Risk Manager

EXHIBIT A

I. PROJECT:

The CITY shall provide funds to Santa Barbara International Film Festival in the amount of \$60,000.00 for the 2008 Film Festival at various locations around Santa Barbara from January 24^h through February 3, 2007.

II. BUDGET:

1. Publicity and Advertising	\$60,000
Grant Total	\$60,000

III. PAYMENTS:

October 15, 2007	\$60,000
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In the event that any of the services identified here cannot be met, the amount due on this grant will be reduced by a prorated amount, or the City's Finance Director may designate alternative dates for the completion of the project and adjust the schedule accordingly as long as the contract does not run for more than one year from the date of execution.

Santa Barbara International Film Festival
Profit & Loss Budget Overview
 May 2007 through April 2008

	<u>May '07 - A...</u>
Ordinary Income/Expense	
Income	
4000 · Event Revenue	
4001 · Entry Fees	52,000.00
4003 · Merchandise/Program Sales	15,000.00
4005 · Ticket Sales	
4006 · General	446,000.00
4007 · Passes	
4008 · Cinema Pass	69,000.00
4009 · Platinum Pass	168,000.00
4009.5 · Private Access Passes	75,000.00
Total 4007 · Passes	<u>312,000.00</u>
Total 4005 · Ticket Sales	<u>758,000.00</u>
Total 4000 · Event Revenue	825,000.00
4010 · Fund Raising Events	
4011 · Contributor Levels	200,000.00
4012 · General Admission	0.00
4013 · Raffle/Auction	0.00
Total 4010 · Fund Raising Events	<u>200,000.00</u>
4020 · Advertising Revenue	85,000.00
4030 · Membership	
4032 · Cinema Society Fees	150,000.00
Total 4030 · Membership	<u>150,000.00</u>
4100 · Financial Support Income	
4104 · Corporate Sponsorship	300,000.00
4105 · Government Grant	60,000.00
4109 · Non-Government Grant	65,000.00
4110 · Individual Contributions	
4111 · Board Contributions	69,000.00
Total 4110 · Individual Contributions	<u>69,000.00</u>
Total 4100 · Financial Support Income	<u>494,000.00</u>
Total Income	1,754,000.00
Expense	
5000 · Event Expenses	
5100 · Catering	50,000.00
5200 · Guest Services	
5220 · Hospitality	2,000.00
5230 · Lodging	10,000.00
5240 · Travel	9,000.00
Total 5200 · Guest Services	<u>21,000.00</u>
5300 · Festival Special Events	
5310 · Entertainment	7,000.00
5320 · Decor	75,000.00
5300 · Festival Special Events - Other	16,000.00
Total 5300 · Festival Special Events	<u>98,000.00</u>
5400 · Party Supplies	6,000.00
5500 · Prizes/Awards	10,000.00
5600 · Rent	
5620 · Equipment rental	70,000.00
5630 · Facility rental	120,000.00
5640 · Film Rental	30,000.00
Total 5600 · Rent	<u>220,000.00</u>
5700 · Security	25,000.00
5000 · Event Expenses - Other	20,000.00
Total 5000 · Event Expenses	<u>450,000.00</u>

Santa Barbara International Film Festival
Profit & Loss Budget Overview
 May 2007 through April 2008

	May '07 - A...
6000 · Bad Debt	800.00
6010 · Business Meals	4,000.00
6030 · Dues & Subscriptions	7,000.00
6040 · Education/Research	2,500.00
6050 · Fees	
6052 · Bank service charges	1,500.00
6054 · Merchant service fees	30,000.00
6056 · Transaction fees	8,500.00
Total 6050 · Fees	40,000.00
6058 · Interest	4,500.00
6060 · Insurance	
6062 · Liability Insurance	24,000.00
6064 · Medical Benefits	17,000.00
6066 · Workers comp	8,000.00
Total 6060 · Insurance	49,000.00
6070 · Marketing & Biz Develop	
6072 · Advertising	
6073 · Print	17,000.00
6074 · Non-print	6,000.00
Total 6072 · Advertising	23,000.00
6075 · Design Costs	2,500.00
6076 · Photos/Stills	5,700.00
6077 · Publicity	
6077.1 · Carol Marshall PR	53,000.00
6077.2 · Local PR	7,000.00
6077.3 · Mid Fest PR	12,000.00
Total 6077 · Publicity	72,000.00
Total 6070 · Marketing & Biz Develop	103,200.00
6080 · Merchandise	12,500.00
6090 · Office Expenses	
6091 · Equipment/Computer Rental	4,200.00
6092 · Office Cleaning	2,000.00
6093 · Office Supplies	10,000.00
6094 · Technology	8,000.00
Total 6090 · Office Expenses	24,200.00
6100 · Payroll	
6101 · Office Staff	
6130 · Development Manager - Mary Lynn	50,000.00
6140 · Executive Director - Roger	100,000.00
6150 · General Manager - Josh	57,500.00
6160 · Managing Director - Steve	40,000.00
6165 · Marketing Coordinator - Mike E	35,000.00
6170 · Operations Coordinator - Chris	35,000.00
Total 6101 · Office Staff	317,500.00
6200 · Seasonal Staff	
6205 · 10-10-10 Coordinator	4,800.00
6206 · Artistic Manager	32,500.00
6215 · Development Admin	9,600.00
6222 · Development Coordinator	14,400.00
6235 · Hospitality Liaison	9,600.00
6255 · Merchandise Coordinator	1,200.00
6258 · Office Assistant 1	12,000.00
6260 · Programming Assistant	12,000.00
6262 · Programming Manager - Mike Tak	35,000.00
6263 · Runner A	1,500.00
6264 · Runner B	1,500.00
6270 · Special Events Coordinator	12,000.00
6280 · Theater Manager (Metro)	1,500.00
6281 · Theater Manager (Vic)	1,500.00
6282 · Ticketing Coordinator	3,600.00

Santa Barbara International Film Festival
Profit & Loss Budget Overview
 May 2007 through April 2008

	<u>May '07 - A...</u>
6285 · Venue Manager	12,000.00
6290 · Volunteer Coord A	7,200.00
Total 6200 · Seasonal Staff	<u>171,900.00</u>
Total 6100 · Payroll	489,400.00
6295 · Outside Seasonal Staff	
6295.0 · Advertising Consultant	25,000.00
6295.2 · Grant Writer	4,000.00
6295.3 · Outside Programmer	7,000.00
6295.4 · Publication Coord	7,500.00
6295.6 · Technical Director	10,000.00
6295.7 · Theatre Projectionists	10,000.00
6295.8 · Theater Staff	80,000.00
6295.9 · Tribute Producer	39,000.00
6295 · Outside Seasonal Staff - Other	16,000.00
Total 6295 · Outside Seasonal Staff	<u>198,500.00</u>
6300 · Postage and Shipping	27,000.00
6310 · Printing and Reproduction	60,000.00
6320 · Professional Fees	
6325 · Legal & Accounting	14,000.00
Total 6320 · Professional Fees	<u>14,000.00</u>
6330 · Rents	
6332 · Office Rental	58,000.00
6335 · Storage	5,200.00
Total 6330 · Rents	<u>63,200.00</u>
6340 · Repairs & Maintenance	1,000.00
6350 · Taxes	
6354 · Other taxes	12,000.00
6356 · Payroll	39,152.00
6358 · Property	50.00
Total 6350 · Taxes	<u>51,202.00</u>
6360 · Staff Travel	6,000.00
6370 · Utilities	
6373 · Internet	1,500.00
6375 · Phone	8,000.00
6380 · Cell Phones	6,000.00
Total 6370 · Utilities	<u>15,500.00</u>
Total Expense	<u>1,623,502.00</u>
Net Ordinary Income	<u>130,498.00</u>
Net Income	<u><u>130,498.00</u></u>

EXHIBIT B

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE
Santa Barbara Municipal Code § 9.126.020

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act - Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act - Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act - Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.
5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.

b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.

c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:

a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

b. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

CERTIFICATE OF INSURANCE

1316770

ISSUE DATE (MM/DD/YY)
1/15/07

PRODUCER

K & K Insurance Group, Inc.
1712 Magnavox Way
P.O. Box 2338
Fort Wayne, In 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

SANTA BARBARA INTERNATIONAL (SEE GAI3001)
1528 CHAPALA ST., S-203
SANTA BARBARA, CA 93101

COMPANY LETTER **A** GREAT AMERICAN ASSURANCE COMPA
COMPANY LETTER **B**
COMPANY LETTER **C**

COVERAGES

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

NC=NOT COVERED

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)		
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & contractors Prot. <input type="checkbox"/> _____	PAC0590743105	12:01AM 1/15/07	12:01AM 1/15/08	General Aggregate		\$ NONE
					Products-Comp/Ops Aggregate		\$ 5000
					Personal & Advertising Injury		\$ 1000
					Each Occurrence		\$ 1000
					Fire Damage (Any one fire)		\$ 300
					Medical Expense (Any one person)		\$ 5
A	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____	PAC0590743105	12:01AM 1/15/07	12:01AM 1/15/08	Combined Single Limit		\$ 1000
					Bodily Injury (per person)		\$
					Bodily Injury (per accident)		\$
					Property Damage		\$
					Each Occurrence		\$ 1000
					Aggregate		\$ 1000
A	Excess Liability <input checked="" type="checkbox"/> STRAIGHT EXS <input checked="" type="checkbox"/> Other than Umbrella form	EXC0565964704	12:01AM 1/15/07	12:01AM 1/15/08	Each Occurrence	\$ 1000	
	Workers' Compensation and Employers' Liability				Statutory		
		\$		Each Accident			
		\$		Disease-Policy Limit			
		\$		Disease-Each Employee			
	Participant Accident				AD&D		
		\$		Primary Medical			
		\$		Excess Medical			
		\$		Weekly Indemnity		\$ X	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 THE CERTIFICATE HOLDER LISTED IS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE ACTIVITIES OR OPERATIONS OF THE NAMED INSURED IN REGARDS TO THE EVENT(S) AS PER SCHEDULE ON FILE WITH COMPANY. FORM CG2011.

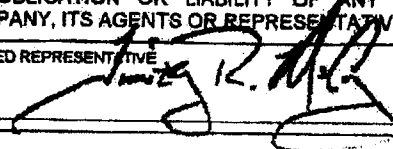
CERTIFICATE HOLDER

CITY OF SANTA BARBARA, THEIR OFFICERS, AGENTS & EMPLOYEES
SANTA BARBARA, CA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WB
SANTA-1

DATE (MM/DD/YYYY)
09/04/07

PRODUCER CSI Insurance Group, Inc. 1111 E. Herndon Ave Suite 106 Fresno CA 93720 Phone: 559-432-4790 Fax: 559-432-4761	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Santa Barbara International Film Festival 1528 Chapala St., S-203 Santa Barbara CA 93101	INSURER A: Endurance Workers Compensation	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WEN100126101	12/01/06	12/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITYSBA

City of Santa Barbara
735 Anacapa St.
Santa Barbara CA 93102-1990

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Philip W. Scott