

Affiliate Organization Agreement for Tacoma Creates Funding

Date:

(herein referred to as Parent Organization) is pleased to confirm that they are the legal and fiscal authority for (herein referred to as Affiliate Cultural Program), and that the Affiliate Cultural Program meets all criteria as a semi-autonomous program, as described below. Parent Organization will receive all funds associated with any Tacoma Creates contract from the City of Tacoma for Affiliate Cultural Program. Parent Organization holds primary responsibility for administration for the funding contract and will supply all documentation as required by the funding contract. Parent Organization will retain a fee of *(can be a flat fee or a percentage; up to a maximum of 10% of the total funding amount)* from any Tacoma Creates funding contract that Affiliate Cultural Program is awarded, for administration and financial services provided to the contract. This fee has been mutually agreed upon between Parent Organization and Affiliate Cultural Program.

Parent Organization agrees to the following legal and fiscal responsibilities for Tacoma Creates funding:

- retain no more than the fee outlined above of any Tacoma Creates funding to support administrative services
- authorize submission of Tacoma Creates funding application by Affiliate Cultural Program
- register in the City of Tacoma's contracting and payment system (Ariba)
- be the signing authority for Tacoma Creates funding contract
- accept Tacoma Creates funding payments directly from the City of Tacoma
- manage records (i.e. application guidelines, application document, contract, timeline for contract deliverables) and reporting requirements
- issue Tacoma Creates funds, less any administrative services fee, to Affiliate Cultural Program
- hold insurance that covers the Tacoma Creates-funded elements of the Affiliate Cultural Program's work, as required by the City of Tacoma. The Certificate of Insurance must come from the Parent Organization, since that is the entity with whom the City of Tacoma will have a contractual agreement. The required insurance includes:
 - Commercial General Liability (required for all Tacoma Creates fundees)
 - Molestation & Abuse (required if the Affiliate Cultural Program will be working directly with youth under the age of 18, elderly, or disabled people)
 - Commercial Automobile Liability (required if the Affiliate Cultural Program will be using owned, rented, or leased automobiles to complete the services as required by the contract)
 - Workers' Compensation (required if the Affiliate Cultural Program has W-2 employees)
 - Employer's Liability aka Stop Gap (required if the Affiliate Cultural Program has W-2 employees)

In addition to these responsibilities, by checking each box below, Parent Organization confirms that all of the following are true:

- Independent mission: The Affiliate Cultural Program has a published mission statement independent of the Parent Organization.
- Independent board: The Affiliate Cultural Program has a board or steering committee that guides the program, independent of the Parent Organization's board.
- Independent budget: The Affiliate Cultural Program has a distinct, balanced budget, independent of the Parent Organization.
- Track record: The Affiliate Cultural Program has a five year track record of providing public programming in arts, culture, heritage, and/or science.
- Staff: The Affiliate Cultural Program has dedicated, paid staff, equal to at least one full-time employee.
- Matching Funds: The Affiliate Cultural Program will provide a 1:1 cash match for Tacoma Creates funds.
- Non-Profit Status: The Parent Organization is a public-serving 501(c)(3) or 501(c)(6) non-profit organization.
- Location: The Parent Organization is based in the City of Tacoma.
- Administrative Services Fee: The Parent Organization will retain no more than 10 percent of any Tacoma Creates funding to support administrative services.

By signing below, I attest that the above information is true and I agree to abide by the responsibilities of this Affiliate Organization Agreement.

Name:

Title:

Contact Information:

Parent Organization Authorizing Official Signature (digital or print/sign/scan):