



Board of Directors AGENDA-July 13, 2021

Former Umpqua Bank Office, Canyon Plaza (3417 Broadway, #J-2)

CALL TO ORDER – 7:00 p.m.

NOTE: WE'RE MEETING IN PERSON!!

1. Roll Call/Sign-in Sheet
2. Board Member Comments
3. Member Comments

CONSENT CALENDAR *(items will not be discussed unless requested by a Board member)*

1. Approve Minutes of June 8, 2021 [p.2-3]
2. Approve Financial Reports for June 2021 [p.4-7]
3. Receive and file Year-to-Date Membership Listing [p.8]

COMMITTEE REPORTS

1. Fourth of July Update
2. "Meet Me in the Street" Updates
 - a. Future programs (Hispanic Heritage Celebration in September)
 - b. Cornhole painting project
3. Mosaic Project Update
4. Welcome Center Update (Cherol O.)

BUSINESS CALENDAR

1. Consider Rock Painting project at Wetlands in cooperation with the Parks Foundation [p.9]
2. Planning the Holiday Boutique for 2021
3. Discuss Insurance Options for the Foundation (Mark J.)
4. Consider revisions to the Foundation's Safety & Risk Management policy (Mark J.) [p. 10-16]
5. Establish Committees to ensure the Foundation's internal operations (Mark J.)

OTHER BUSINESS/FUTURE AGENDA ITEMS

- Meet Me in the Street – August & September
- Pumpkin Path – October 2
- Pygmalion Art Contest—late October/Early November
- Holiday Boutique—Thanksgiving to Christmas; or just a weekend?
- Annual Membership Dinner/Meeting – January
- AmCan by the Bay/Springtime event with the City
- Art Extravaganza—April
- July 4th Program

Announcements

- No August Board Meeting!
- August 4 – *Meet Me in the Street*, 5-8pm

ADJOURN

American Canyon Arts Foundation
Board of Directors Meeting Minutes – June 8, 2021

CALL TO ORDER: President Krueger called the meeting to order at 7:03pm. A quorum was present.

1. **Board Members Present:** Patti Krueger, President; Jonette McNaughton, Vice-President; Mark Joseph, Secretary/Treasurer; Joe McNaughton, Jana Olano, Scott Thomason, Directors
Board Members Absent: Roberta Labaw, Clarence Mamaril, Mimi Espanol, Directors
Members/Guests Present: Alana Behn, City of American Canyon
2. **Board Member Comments** – None.
3. **Member Comments** – None.

CONSENT CALENDAR *On motion by Scott, seconded by Joe, the consent calendar was approved.*

1. Approve Meeting Minutes for May 11, 2021
2. Approve Financial Reports for May 2021
3. Receive and file Year-to-date Membership listing

COMMITTEE REPORTS

1. Community Support
 - a. Fourth of July: The Board discussed the scaled back version of the City's activities, given the transition out of the pandemic. Alana said the City could work with the Foundation regarding chalk art and participation in a parade. Alana also went over the tentative schedule for the holiday event. We also discussed our policy regarding music bands. When the Foundation is responsible for paying the bands, we will charge a 10% commission. This would offset our insurance costs as well as any administrative costs. ***Scott motioned and Mark seconded, that the Foundation will charge a 10% commission for any music act that goes through the Foundation (including its insurance). The motion passed.***
 - b. Meet Me in the Street: Patti discussed this Chamber project, which would be held monthly on American Canyon Road in July, August, and September. We would pay \$25/event for a booth rental. We discussed having some of our crafters present, as well as sell See's suckers and art prints. ***Jonette motioned and Scott seconded, that we authorize \$75 to rent a booth for all three events. The motion passed.***
 - c. Pumpkin Path: We discussed the status of this project. Mark reported that we have asked Kiwanis to partner with us again at the \$400 level; and Scott would ask for the same amount from the Parks Foundation.
2. Welcome Center Update: The Youth Art show will end June 18, and Toni Richey will have her show shortly thereafter. We need to use our Facebook page and email lists to solicit artists that might be interested in showing at the Center.
3. Mosaic Art Project: Patti reported that we are making progress knitting together the three panels, now that we are in the old Umpqua bank office. We may need more time than the two months, and Mark said he would ask Rick Hess, the owner, for more time. We also need to meet with the Boys & Girls Club managers, to let them know our status and make sure they are ok with our installation plans.

BUSINESS CALENDAR

1. Covid-19 Grant: Mark announced that we were awarded a \$5000 grant, which could be used for Covid-19 related expenses, personnel costs or general overhead. For us, that would mean insurance and rent at the Food Pantry. Mark also reported there is an Arts Council Napa Valley

ACAF Board Meeting Minutes

June 8, 2021 – Page Two

(ACNV) grant due in July. We would make two requests: one for the Pumpkin Path and one for a Hispanic Heritage Celebration event, which would be combined with the Chamber's September Street Fair. There is a \$5000 cap on the grant.

2. Purchase a canopy with the ACAF logo: Patti discussed the need for this purchase due a) a canopy with our logo will market the Foundation better and present us in a more professional light; and b) we need to purchase a sturdier canopy which can withstand the heavy winds in the area. We felt the price tag would be around \$800. ***Scott motioned and Jonette seconded, that we authorize up to \$800 to purchase a canopy with our logo on the canopy. The motion passed.***
3. Expense Reimbursements: Mark listed a number of expenses that needed to be paid. They included roughly \$100 to Patti and \$32 to Scott for Mosaic Art Project expenses; and \$766 for the General Liability insurance premium. ***Mark motioned and Jonette seconded, that the Foundation reimburse these expenses. The motion passed.***

OTHER BUSINESS/FUTURE AGENDA ITEMS

The list of upcoming Foundation events was quickly reviewed.

The meeting adjourned at 8:30pm.

*Minutes submitted by
Mark Joseph, Secretary/Treasurer
July 10, 2021*



Board of Directors Agenda Report

Agenda Item: Consent #2 – Approve Financial Reports for June 2021

Meeting Date: July 13, 2021

Submitted by: Mark Joseph, Secretary/Treasurer

REPORT

This is a short report to highlight some changes in this month's financial report. The changes are due to the fact that we are using QuickBooks instead of Quicken and this allows us to do some things differently.

The biggest change is in the Balance Sheet Report. First, instead of having an offset account in the Liabilities Section for grants or earmarked dollars, we can now use a "sub-fund" under our WestAmerica Checking account. This is also where we can track grants that we receive, even though they are in the same checking account.

For example, there are "funds" for Scholarships, Public Art (think Mosaic Art Project) and the recent CalNonProfit grant we received. There is also the "general purpose" fund, which is for everything else. When we pay for insurance or rent, we can charge it to the CalNonProfit grant; when we pay for anything related to the Mosaic project, it will be charged to the Public Art fund.

A one-time impact to this change is a large increase in our revenues, since we need to recognize the "liability" is now an asset. When you look at the Profit & Loss Statement, you'll see our revenues are up over 500%!! Next year, the numbers will go back to normal. If you look at the P&L by Class, you'll see the \$5000 grant from CalNonProfit in the General category and the balance of our Mosaic funds under Public Art.

The last change is that I dropped off some early year activity, mainly so the print wouldn't be so small! I'll drop another two years next month, which will still give the Board up to five years of actual history.

REQUESTED ACTION:

For information only.

Attachment: Financial Reports for June 2021

American Canyon Arts Foundation
Balance Sheet--Prior Year Comparisons
As of June 30, 2021

	Dec 31, 15	Dec 31, 16	Dec 31, 17	Dec 31, 18	Dec 31, 19	Dec 31, 20	Jun 30, 21
ASSETS							
Current Assets							
Checking/Savings							
ACAF Checking							
General Operations	0	0	0	0	0	0	10,325
Scholarships	0	0	0	0	0	0	165
Public Art	0	0	0	0	0	0	3,431
CalNonProfits Grant	0	0	0	0	0	0	3,934
ACAF Checking - Other	4,997	7,992	10,306	17,228	16,916	14,583	0
Total ACAF Checking	4,997	7,992	10,306	17,228	16,916	14,583	17,854
PayPal Account	1,175	4,136	4,571	5,950	7,290	7,406	8,011
Total Checking/Savings	6,173	12,128	14,877	23,178	24,206	21,989	25,865
Accounts Receivable							
Accounts Receivable	0	0	0	0	0	0	2,475
Total Accounts Receivable	0	0	0	0	0	0	2,475
Total Current Assets	6,173	12,128	14,877	23,178	24,206	21,989	28,340
Other Assets							
Equipment & Fixtures	1,727	1,727	3,036	3,036	3,036	3,036	3,036
Total Other Assets	1,727	1,727	3,036	3,036	3,036	3,036	3,036
TOTAL ASSETS	7,900	13,855	17,913	26,214	27,242	25,025	31,376
LIABILITIES & EQUITY							
Liabilities							
Current Liabilities							
Accounts Payable							
Accounts Payable	0	0	0	0	1,838	0	0
Total Accounts Payable	0	0	0	0	1,838	0	0
Other Current Liabilities							
Equip-Fixture Offset	1,727	1,727	3,036	3,036	3,036	3,036	3,036
RF-Grants	0	2,250	2,425	5,300	0	0	0
RF-Public Art	0	0	85	2,725	3,022	3,532	0
RF-Scholarships	0	35	5	25	75	90	0
Sales Tax Payable	0	229	323	8	170	1	1
Total Other Current Liabilities	1,727	4,241	5,874	11,094	6,302	6,658	3,037
Total Current Liabilities	1,727	4,241	5,874	11,094	8,140	6,658	3,037
Total Liabilities	1,727	4,241	5,874	11,094	8,140	6,658	3,037
Equity							
Retained Earnings	2,714	6,173	9,614	12,039	15,120	19,102	18,367
Net Income	3,459	3,441	2,425	3,081	3,982	-735	9,972
Total Equity	6,173	9,614	12,039	15,120	19,102	18,367	28,339
TOTAL LIABILITIES & EQUITY	7,900	13,855	17,913	26,214	27,242	25,025	31,376

American Canyon Arts Foundation
Profit & Loss--Prior Year Comparison
January through June 2021

	Jan - Jun 21	Jan - Jun 20	\$ Change	% Change
Income				
41-Contributions				
4100 Grants	5,000	0	5,000	100%
4150 Donations and Sponsorships	4,089	70	4,019	5,741%
4151 Donations-ACAF Members	1,110	305	805	264%
4180 Memberships	1,495	615	880	143%
Total 41-Contributions	11,694	990	10,704	1,081%
42-Service Inc.				
4240 Entry Fees	-40	40	-80	-200%
4250-Annual Dinner Tickets	0	1,215	-1,215	-100%
4290 Other Service Income	2,475	0	2,475	100%
Total 42-Service Inc.	2,435	1,255	1,180	94%
44-Sales				
4420 Non-Taxable Sales	537	131	406	311%
Total 44-Sales	537	131	406	311%
45-Other Rev.				
4510 Miscellaneous Revenues	6	3	3	98%
Total 45-Other Rev.	6	3	3	98%
Total Income	14,671	2,379	12,293	517%
Gross Profit	14,671	2,379	12,293	517%
Expense				
51-Community Support				
5120 Student Scholarships	2,000	0	2,000	100%
Total 51-Community Support	2,000	0	2,000	100%
52-Member Benefits				
5250-Annual Dinner Expense	0	1,584	-1,584	-100%
Total 52-Member Benefits	0	1,584	-1,584	-100%
56-Program Costs				
5620 Facility & Equip. Rental	900	600	300	50%
5685 Program Supplies	241	0	241	100%
5688 Inventory - Program Suppli	348	0	348	100%
5690 Other Program & Event Cost	75	0	75	100%
Total 56-Program Costs	1,564	600	964	161%
57-Admin Exp.				
5710 Bank Fees & Charges	18	4	15	370%
5720 Insurance	766	0	766	100%
5730 Member Dues-Other Agencies	350	0	350	100%
5740 Office Services & Supplies	0	53	-53	-100%
Total 57-Admin Exp.	1,135	57	1,077	1,877%
Total Expense	4,699	2,242	2,457	110%
Net Income	9,972	137	9,836	7,197%

American Canyon Arts Foundation

Profit & Loss by Class

January through June 2021

	10-General ...	31-Arts in A...	44-Community ...	45-Public Art	TOTAL
Income					
41-Contributions					
4100 Grants	5,000	0	0	0	5,000
4150 Donations and Sponsorships	2	0	415	3,672	4,089
4151 Donations-ACAF Members	110	0	1,000	0	1,110
4180 Memberships	1,495	0	0	0	1,495
Total 41-Contributions	6,607	0	1,415	3,672	11,694
42-Service Inc.					
4240 Entry Fees	0	-40	0	0	-40
4290 Other Service Income	0	0	2,475	0	2,475
Total 42-Service Inc.	0	-40	2,475	0	2,435
44-Sales					
4420 Non-Taxable Sales	537	0	0	0	537
Total 44-Sales	537	0	0	0	537
45-Other Rev.					
4510 Miscellaneous Revenues	6	0	0	0	6
Total 45-Other Rev.	6	0	0	0	6
Total Income	7,150	-40	3,890	3,672	14,671
Gross Profit	7,150	-40	3,890	3,672	14,671
Expense					
51-Community Support					
5120 Student Scholarships	0	0	2,000	0	2,000
Total 51-Community Support	0	0	2,000	0	2,000
56-Program Costs					
5620 Facility & Equip. Rental	900	0	0	0	900
5685 Program Supplies	0	0	0	241	241
5688 Inventory - Program Suppli	348	0	0	0	348
5690 Other Program & Event Cost	0	0	75	0	75
Total 56-Program Costs	1,248	0	75	241	1,564
57-Admin Exp.					
5710 Bank Fees & Charges	18	0	0	0	18
5720 Insurance	766	0	0	0	766
5730 Member Dues-Other Agencies	350	0	0	0	350
Total 57-Admin Exp.	1,135	0	0	0	1,135
Total Expense	2,383	0	2,075	241	4,699
Net Income	4,767	-40	1,815	3,431	9,972

8:19 PM

07/08/21

Accrual Basis

American Canyon Arts Foundation

Membership Report--Summary

January through December 2021

Date	Num	Name	Memo	Split	Amount
Income					
41-Contributions					
4180 Memberships					
01/05/2021	4460	Roberta & Steve LaBaw	Family Membership, 2021 (Roberta & Steve)	ACAF Checking	65.00
01/05/2021	7538	Jonette McNaughton	Family Membership, 2021 (Jonette, Joey & Austin)	ACAF Checking	65.00
01/12/2021	2717	Arvind Nischal	Family Membership, 2021 (Arvind & Jyoti)	ACAF Checking	65.00
01/12/2021	255	Ron Hamilton	Individual Membership, 2021	ACAF Checking	35.00
01/12/2021	119	Mark & Cheryl Joseph	Family Membership, 2021 (Mark & Cheryl)	ACAF Checking	65.00
01/12/2021		Patti Krueger*	Individual Membership, 2021	PayPal Account	35.00
01/12/2021		Nance Matson*	Family Membership, 2021 (Nance Matson, Sande Sutter)	PayPal Account	65.00
01/19/2021	3684	Robert Johnson	Annual Renewal	ACAF Checking	35.00
01/19/2021	8922	Elizabeth Goff	Annual Family Renewal (Beth and Andrew)	ACAF Checking	65.00
01/19/2021	7191	Fran Lemos	Annual Renewal	ACAF Checking	35.00
01/19/2021	6490	Alan Kenck	Annual Family renewal (Pat & Alan)	ACAF Checking	65.00
01/19/2021	6370	Toni Richey	Annual Family Renewal	ACAF Checking	65.00
01/26/2021	4231	Clarence Mamaril	Adult Band membership, 2021 (Jammin' Fil-Ams)	ACAF Checking	80.00
01/26/2021	4231	Jana Mielle Olano	Student Membership; paid by Clarence Mamaril	ACAF Checking	10.00
01/26/2021	5768	Brent Beck	Individual membership renewal, 2021	ACAF Checking	35.00
01/26/2021	2773	Shanda Neumeier	Family Membership, (plus Chris Eagle)	ACAF Checking	65.00
01/26/2021	10586	Terry Birkholz	New Membership for Thomas Birkholz, and not Terry	ACAF Checking	35.00
01/26/2021		Brent Cooper	Individual Membership Renewal, 1/15/21	PayPal Account	35.00
01/26/2021		Teresa Abeyta	Individual Membership Renewal, 1/17/21	PayPal Account	35.00
01/26/2021		Scott Thomason	Individual Membership Renewal, 1/19/21	PayPal Account	35.00
01/26/2021		Lawrence & Nathell Buford	Family Membership Renewal, 1/23/21	PayPal Account	65.00
01/26/2021		Cherol Ockrassa	Individual Membership Renewal, 1/24/21	PayPal Account	35.00
01/28/2021		Maggie Ford*	Individual Renewal	PayPal Account	35.00
01/31/2021		Brenda Knight*	Life Member	-SPLIT-	0.00
01/31/2021		Bonnie Waxman	Life Member	4180 Memberships	0.00
01/31/2021		Keith Caldwell	Life Member	4180 Memberships	0.00
01/31/2021		Bob Harris	Life Member	4180 Memberships	0.00
02/04/2021	2611	Francoise Bowlby	Individual Renewal	ACAF Checking	35.00
02/04/2021	1108	Donna Livingston-Fitch	Individual Renewal	ACAF Checking	35.00
02/04/2021	1070	Lee Bufalini*	Individual Renewal	ACAF Checking	35.00
02/04/2021	2438	Laurine Fuqua	Individual Renewal	ACAF Checking	35.00
02/26/2021	1493	Kenneth Leary	Individual Membership Renewal	ACAF Checking	35.00
03/08/2021		Debra Casper	Individual Member Renewal	PayPal Account	35.00
03/09/2021	1576	LaDonna Christoffersen	Individual Membership Renewal	ACAF Checking	35.00
04/18/2021		Mon Reyes	Returning Member Renewal	PayPal Account	35.00
05/11/2021		Mimi Espanol	New Student Membership	PayPal Account	10.00
06/04/2021		Katrine Spang-Hanssen	Adult Band - New (Shake It Booty Band)	PayPal Account	80.00
06/29/2021		Clarence Mamaril	Paid for Mimi Espanol's Student Membership	ACAF Checking	10.00
06/29/2021		Mimi Espanol	Refunded Mimi Espanol's membership (Clarence paid it)	PayPal Account	-10.00
Total 4180 Memberships					1,495.00
Total 41-Contributions					1,495.00
Total Income					1,495.00
Gross Profit					1,495.00
Expense					
Net Income					1,495.00

Subject: Coffee Morning and Rock Painting
Date: Sat, Jul 03, 2021 at 8:37am
From: "Janelle Sellick" <janelle@acparks.org>
To: "Mark Joseph" <electmarkjoseph@gmail.com>, "Patti Krueger" <pattikrueger@hotmail.com>
Cc: "Scott Thomason" <tjsg@comcast.net>

Hi Mark and Patti,

Prior to Covid ACCPF held quarterly Coffee Mornings at Wetlands to encourage people to enjoy a morning outdoors with free Starbucks and a chance to socialize and visit with the community. We would also hand out trail maps, answer questions about the trails, and share information about ACCPF. They were fun and casual events, we would usually draw between 50-75 people. We are excited to be able to plan them again and have one scheduled for Saturday, July 24th from 9:30 - 11 am.

We would like to incorporate Rock Painting during the next coffee morning to encourage the whole hidden rock movement. Would the Arts Foundation be interested in joining us? We have some supplies that we could contribute and High School Volunteers that can help set up tables etc. If I recall correctly ACAF has done rock painting in the community before so I thought I'd reach out to see if you have a couple board members or volunteers that would be interested in participating. We are planning to schedule them quarterly so if this one doesn't work we have another date in October and beyond.

Let me know if you have any questions or need additional information. Have a great weekend!

Janelle

Janelle Sellick

Executive Director

American Canyon Community & Parks Foundation

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FB: [@ACParksFoundation](https://www.facebook.com/ACParksFoundation)



AMERICAN CANYON ARTS FOUNDATION

Board of Director's Policy Manual

Risk Management & Safety Policy

Adopted/Revised:
July ~~6~~13, 2021

I. Purpose/Intent

Any activity has an element of risk associated with it. Understanding—and managing—that risk is critical to keep insurance premiums and other costs down, as well as to protect our members and the general public. Practical safety measures need to become part of how we develop and implement programs and events.

II. Authority

The Board of Directors has the authority to establish policies under Article 12, Section 2 of the By-Laws, and approved this policy by adopting Resolution 2013-02.

III. Policy

Section One: Risk Management Defined

1. Managing risk comes down to three basic approaches: avoidance, mitigation and transfer. Using the example of selling alcohol at an event, the three concepts can be explained as follows:
 - a. *Risk Avoidance*: The only way to avoid all risks in selling alcohol is to decide **not** to sell alcohol at all. Avoiding the activity completely avoids the risk—~~of course~~, it also means you will not receive completely avoid receiving any **benefit** from the activity, either too!
 - b. *Risk Mitigation*: Steps could be taken to reduce the likelihood of any problems; for example, checking identification reduces the chance of selling to minors; requiring that all servers are trained in responsible hospitality; or giving preference to “designated drivers.”
 - c. *Risk Transfer*: This would involve allocating some or all of the risk to a third party; for example, purchasing an insurance policy for the event means that if a problem occurs, the insurance company will assume some or all of the cost of damages; or contracting with another group to handle the alcohol, in exchange for a percentage of the net proceeds. Transferring risk also means trading some of the benefit for the risk.
2. Ultimately, risk management means evaluating the risks of any activity and deciding what amount of each strategy should be used to achieve the optimal level of reducing risks while ensuring a reasonable return on the investment of time, money or volunteer effort. It should be done before making the decision to undertake the project or event, and then be a part of the evaluation afterwards.

Section Two: Insurance Requirements and Provisions

1. General Liability Insurance. The American Canyon Arts Foundation (ACAF) will purchase and keep in force general liability insurance. The basic elements of the policy should include the following:
 - a. *Minimum* coverage of \$1 million per occurrence;
 - b. The policy should be based on “occurrence” rather than “claims made;” meaning that it doesn’t matter if the incident leading to a claim is reported years after the policy period.

- c. Because there can be a long gap or “tail” between a claim and its reporting, insurance policies shall be kept as a permanent ACAF record.
 - d. The Company providing the insurance (in contrast to the Insurance broker handling the policy for ACAF) should be well established, and financially secure, with an A.M. Best rating of at least B++ or B+ (Good) [A.M. Best is a rating company, similar to Standard & Poor, that evaluates the fiscal strength and ability of insurance companies to pay claims].
 - e. The policy should include a list of businesses or groups that need to be an “Additional Insured” on ACAF’s policy, as it relates to ongoing programs or events that require it. Usually this is done when ACAF needs to use someone else’s facility, or ACAF is co-sponsoring an event and it is offering its insurance to cover the event.
 - f. The Board may make exceptions to these guidelines, based on availability of coverage, financial considerations and the likelihood of risks.
2. Directors & Officers (D&O) Insurance. This insurance covers any lawsuit brought against ACAF for the allegedly wrongful acts of its Board of Directors. Part of the advantage of this insurance is that it will also cover the legal costs associated with defending against the lawsuit.
 - a. ACAF *should* purchase D&O Insurance, ~~if it can afford it~~. However, the California Corporation Code, Section 5231-33, limits the personal liability of a Board of Director, provided the Director performs in good faith, and is not otherwise conflicted.
 - b. Given this legal protection afforded to Directors of Nonprofit Corporations, the Board may elect to not purchase D&O insurance, provided it makes a finding that it cannot afford to do so at the time it makes that decision. Each year, the Board must take a similar action, until the insurance policy is purchased.
3. Other Types of Insurance. Other forms of insurance, particularly relating to employment (worker’s compensation, unemployment insurance, health care, etc.), will be considered if and when it is required.
4. Purchasing Insurance. Insurance premiums are a major administrative cost for ACAF. The Board should solicit proposals from various brokers, including Associations that use their collective strength to secure the best prices (for example, the California Association of Nonprofits). All other things being equal, relying on local brokers is preferred. Every 3-5 years, the Board should solicit proposals for insurance coverage, to make sure it is getting the best price and coverage.

Section Three: Basic Safety Policy

Mitigating risks is the most practical approach to risk management, and ensuring a safe environment is the best way to keep risks down. Safety needs to play a major role in any ACAF program, service or event, in order to avoid harm to members, volunteers and the general public. Even though we are not required to comply with the State’s Injury & Illness Prevention Program, elements of that program should be considered and implemented to the extent practical.

Section Four: Safety Program

1. Specific Safety Policies. Policies should be developed to cover at least the following subjects. This may be accomplished by simply including relevant information from the Internet assembled into a single document or folder:
 - Lifting and carrying heavy objects
 - Trips & Falls
 - General Office Safety
 - Use of ladders and other basic maintenance equipment
 - Proper use and adjustment of office chairs and other office equipment
 - Electrical Safety hazards
 - Use of potentially hazardous cleaning chemicals or other chemicals that may be used in painting, photography or other artistic endeavors
 - Safety considerations in inclement weather
2. Communications. Safety talks should be periodically included as an agenda item for Board meetings, as well as before any ACAF event is held. ~~The Gallery Manager should also provide periodic safety talks to Gallery Volunteers.~~
3. Inspections. On a regular basis, ~~the Gallery and other~~ ACAF facilities need to be inspected for any potential safety hazards, such as trips and falls, electrical hazards, broken equipment, or excessive clutter. Such hazards need to be addressed, either by removing/repairing the problem, or if it is a financial hardship, at least provide signage or other means of warning about the potential problem. Emergency evacuation plans should be prepared and reviewed on a regular basis. Appropriate fire safety equipment, such as fire extinguishers and smoke detectors, should be used.
4. Reporting and Investigations. Whenever an accident occurs, it should be reported to the person in charge, such as the ~~Gallery Manager,~~ Board President or Program Chair (if it occurs during an ACAF event). The incident should be investigated, and a written report should be prepared, that covers what happened; what steps were taken to provide care for the individual and/or to secure the site; and then what can be done in the future to avoid similar situations. Depending upon the severity of the incident, it should also be reported to ACAF's insurance provider.

Section Five: Specific Safety Guidelines

1. Use of Private Vehicles: Members must provide proof of insurance, on an annual basis, if their vehicle is used for the Foundation's activities, such as transporting ACAF equipment or artwork. This does not include incidental use of a personal vehicle, such as driving to and from an event site or ACAF facility.
Members are eligible for mileage reimbursement at the current IRS Charitable Mileage Rate (in 2021, that was 14 cents per mile).
2. Independent Contractors: A written agreement will be used with any individual performing paid services for the Foundation. The Agreement will define the terms and conditions associated with the services provided, including the scope of work to be performed; compensation and any insurance requirements. The agreement should be signed by the contractor and the Foundation President.

Any contractor, such as an Art Instructor, that works with children under 18 shall obtain an acceptable Criminal Background Check (eg, LiveScan) prior to starting the contracted work. Reimbursement for the background check may be included in the Independent Contractor Agreement.

Attachments:

- ~~1. Excerpt from California Corporations Code, Sections 5231-5233 (as of September 2013)~~
1. Accident Reporting form
2. Standard template for an Independent Contractor Agreement



American Canyon Arts Foundation

Accident Reporting Form

Date Incident Occurred	Time:
Location:	
Describe what happened (be specific):	
Witness Name	Contact Info/Phone Number
Witness Name	Contact Info/Phone Number
<input type="checkbox"/> Additional Witnesses	
Factors Involved (Check one or both, and explain) <input type="checkbox"/> Unsafe Act: <input type="checkbox"/> Unsafe Condition:	
What Corrective Actions were immediately taken, if any?	
Recommendation(s) to avoid future incidents.	
Complete for each injured person: <input type="checkbox"/> Additional injured persons	
Name	Address/City/ST/Zip
Phone Number(s)	
Nature of injury:	Affected body part(s):
Status of the injured person: <input type="checkbox"/> Volunteer/Employee <input type="checkbox"/> Artist/Client <input type="checkbox"/> Visitor/Audience Member <input type="checkbox"/> Other _____	Severity of the injury: <input type="checkbox"/> Minor (first aid only) <input type="checkbox"/> Taken to doctor/hospital <input type="checkbox"/> Potentially Severe and disabling <input type="checkbox"/> Fatality
Medical Treatment provided by:	Comments/Additional information:
Person completing this form/date	Contact Info/Phone Number
Reviewed by/date:	

☐ Additional Sheets Attached

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revised 9/13

CONTRACTOR AGREEMENT

The **American Canyon Arts Foundation (ACAF)** and _____ (**CONTRACTOR**) agree to enter into a CONTRACT AGREEMENT on this (date) _____, _____, for the professional services of CONTRACTOR and for the performance described below. The undersigned agree and contract as follows:

1. Name, Address and Contact Information of CONTRACTOR:

2. Name and Location of Performance: ☐ N/A

Facility:			
Street:			
City, State, Zip:			
Event Contact:			Phone:

3. Brief Description of Service or Performance:

4. Load In [Contractor Arrival] may commence at: (time) _____, (date) _____. ☐ N/A

5. [Pre- Event Activity] may commence at: (time) _____, (date) _____. ☐ N/A

6. [CONTRACTOR SERVICE] will be from: (date/time) _____ to (date/time) _____.

7. Payment Agreed Upon:

It is hereby agreed that for the above services, ACAF will pay to CONTRACTOR a total of \$_____*. This payment will be made by check at the end of the performance or services rendered, unless otherwise agreed to. **Checks will pay to the order of:**

NAME:

TAX ID# (please provide):

**W-9 is required if the total amount is \$600 or more.*

8. ACAF will provide a [AMENITY] which will be on-site, at: (time) _____, (date) _____. ☐ N/A

9. Additional Terms (☐ See attached) ☐ N/A

10. Standard Terms:

Indemnification. To the fullest extent permitted by law Contractor agrees to defend (with legal counsel selected by the ACAF), including, without limitation, cost and fees of litigation, to defend, indemnify and hold harmless the ACAF, its officials, officers, Board of Directors, attorneys, agents, and employees and each of them from and against any and all liability, loss, damage, expense, costs of every nature arising out of or in connection with Contractor's performance hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the ACAF.

- a. **General.** This obligation to indemnify and defend the ACAF as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.
- b. **Survival:** Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of California. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in NAPA COUNTY, State of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than two (2) years subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Successors and Assigns. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Agreed to on this ____ day of _____, ____.

**AMERICAN CANYON ARTS
FOUNDATION (ACAF):**

CONTRACTOR:

ACAF NAME:
Title:

Contractor Name
Title:

ATTACHED EXHIBITS *[if applicable]*