

 <p style="text-align: center;">City of Santa Ana Administrative Policies and Procedures</p>	<p style="text-align: center;">Original City Council Adoption August 4, 2015</p>
<p style="text-align: center;">City Council Special Event Sponsorship Policy</p>	<p style="text-align: center;">Adopted as Revised: February 5, 2019</p>

PURPOSE

To establish a City Council Special Event Sponsorship Policy and guidelines for disbursement of discretionary funds approved by City Councilmembers to sponsor city programs, services, and special events produced by qualified nonprofit organizations and/or City recognized neighborhood associations.

BACKGROUND

In August 2015, the City Council approved the Special Event Sponsorship fund providing the Mayor and Councilmembers with the opportunity to allocate sponsorship, up to \$10,000 per fiscal year (contingent upon annual City Budget approval), for special events conducted by qualified nonprofit organizations or City-recognized neighborhood associations. The resolution, as adopted in August 2015, specifies that, “during an election year, each Councilmember may spend no more than half of the allocated amount prior to December 31st.”

POLICY

This policy governs the approval of sponsorships by the City of Santa Ana (“City”) of special events, programs and services conducted by external local entities. Pursuant to this policy, and as approved by the respective Councilmember, the City will consider entering into sponsorship agreements that further the City’s mission by providing monetary or in-kind benefits for special events conducted by external groups in the City.

However, the City recognizes that the public trust and perception of its integrity and impartiality may be damaged by sponsorships that:

- a) establish, or are perceived as establishing an inappropriate association;

- b) are perceived to be politically oriented;
- c) are offensive to segments of its citizenry; or
- d) are aesthetically displeasing.

Therefore, the City will only consider sponsorships in limited circumstances as outlined in this policy.

I. Sponsorship Opportunities

A. Available Funds - Each Councilmember will be allotted \$10,000 per fiscal year (contingent upon annual City Budget approval), to sponsor Special Events for eligible applicants whose events and programs support the City's mission and provide a community benefit. The respective Councilmember will have the authority to approve sponsorship requests and staff will process the sponsorship request(s) accordingly. Applicants (nonprofit organizations or city recognized neighborhood associations) may request sponsorship funds via Direct Payment or City Service Credit by submitting a Donation Request Form ("DRF") to the City Council, a sample of which is attached to this policy. All sponsorships are subject to the terms and conditions appearing on the reverse of the DRF.

B. Eligible Applicants

1. Nonprofit Organizations: Qualifying nonprofit organizations that are incorporated as a nonprofit charitable organization that is tax exempt under section 501(c)(3) of the Internal Revenue Code are eligible for sponsorship funds via direct payment or City Service Credit.

a. If not a non-profit organization, applicants may qualify for City Service Credit. City Service Credit varies and if approved, credit may or may not cover full cost of requested City services.

2. Neighborhood Associations: In the absence of 501(c)(3) status, City-recognized neighborhood associations may be eligible for sponsorship funds via City Service Credit or in the form of a direct payment to a 501(c)(3) entity acting as a fiscal sponsor for the association.

C. Ineligible Applicants:

- 1. Entities that promote the sale or consumption of tobacco products;
- 2. Entities that promote the sale or consumption of illegal drugs;
- 3. Entities that promote gambling;

4. Entities that promote the sale or consumption of alcoholic beverages, or that primarily sell alcoholic beverages such as bars, but not including restaurants;
5. Sexually oriented businesses as defined in Chapter 41, Article XVII of the City Code, and entities that promote the sale or dissemination of erotic materials or services;
6. Political parties or political advocacy groups;
7. Inappropriate expenditures such as professional sporting events, alcohol or jewelry.

D. Use of Sponsorship Funds - The sponsorship Direct Payment or City Service credit may be applied towards the following:

1. Special Event expenses;
2. On-going program costs/expenses;
3. Special Events Application or Permit fee;
4. Reservation fees for facilities and equipment owned by the City;
5. City staff time, if required, including Police Department staff services;
6. Liability Insurance Fee (if acquired from the City).

E. Donation Request Form – A DRF may be accessed via the City of Santa Ana website or the CMO. When submitted, a DRF must include the following information:

1. Contact Information;
2. Organization Information, must indicate valid Tax ID #;
3. Must select City Service Credit or Direct Payment Amount
 - a. City Service Credit Amount; or
 - b. Direct Payment Amount;
 - c. Event Location;
 - d. Description of Event/Purpose;
 - e. Community Benefit (identify how the event, program, service will benefit the community and/or the event participants, briefly describe the positive impact to the community).
4. Applicant Signature & Date;
5. Applicants must submit a current W-9 Form with pertinent information and signature.

II. Eligibility Criteria

The City shall consider the following non-exclusive criteria:

1. Whether the expenditure is normal and customary;
2. The relationship and importance of the event to the City's mission;
3. Whether, and the extent to which, the event furthers one or more of the City Council's adopted focus areas;
4. Whether and the extent to which the event will create financial or administrative burdens on the City or require additional personnel;
5. The extent and prominence of communications to the public regarding the event;
6. The aesthetic characteristics of communications to the public regarding the event;
7. Whether the sponsorship will establish, or will be perceived as establishing an inappropriate association;
8. Whether the event is, or will be perceived to be politically oriented;
9. Whether the event is, or will be perceived to be religiously oriented;
10. Whether the event is, or will be perceived to be offensive to segments of the City's citizenry;
11. Whether the persons or organizations affiliated with the event manufacture products, take positions, or otherwise engage in activity that is/are inconsistent with local, state, or federal law, or city policies, city mission, or council's focus areas;
12. Other factors that might undermine public confidence in the city's impartiality or interfere with the efficient delivery of city services or operations.

PROCEDURE

1. **Initial Review & Eligibility** – Applicants must submit a Donation Request Form to the CMO at City Hall 8th floor or via email at donationrequest@santa-ana.org. DRFs are available on the City of Santa Ana's webpage and at the CMO located at 20 Civic Center Plaza, Santa Ana, CA 92701 or may be emailed by calling (714) 647-5200.
 - a. City Manager's staff will review the DRF for eligibility and verify that the non-profit organization is listed and in good standing with the IRS.
 - b. CMO will forward DRFs to the City Councilmember(s) from whom the donation was requested to obtain pre-approval of donation amount.
2. **Pre-Approval** – DRF must be pre-approved by the City Councilmember via email in order to grant the donation request.

3. **Approval** – Once the CMO staff verifies that the Donation Request Form meets the eligibility criteria and the respective Councilmember approves the request, then the CMO will contact the Applicant via email to notify them of the approval and explain the payment process.
4. **Direct Payment Voucher (DPV)** – The CMO will fill out the “City Use Only” section of the DRF, obtain City Manager’s signature on the Donation Form, then process the Donation Request Form via the City’s Direct Payment Voucher process through the City’s Finance Department.
 - a. **Journal Entry for City Service Credit** – DRFs that indicate City Service Credit will be processed through Journal Entry Forms with the Finance Department in order to transfer the funds from the City Manager’s Office to the department ensuring the costs/fees/staff time for the Applicant’s event as outlined in the DRF.
5. **Payment Confirmation** – CMO will confirm that the Applicant has received the sponsorship payment, update the tracking spreadsheet, and inform the respective Councilmembers of their available balance for that fiscal year.
6. **Election Years** – CMO will be responsible for sending a reminder, in July, to Councilmembers that, “during an election year, each Councilmember may spend no more than half of the allocated amount prior to December 31st,” as outlined in the resolution.
7. **Oversight** – CMO is responsible for providing the City Council with quarterly updates of approved sponsorships, using a Receive & File agenda item to the City Council. CMO staff will manage and track each Councilmember’s allocation per fiscal year and obtain review by the Finance Department for each approved DRF and on the Council quarterly update.
8. **Questions/Concerns** – should be directed to the CMO staff.



City of Santa Ana
Special Event Sponsorship

Donation Request Form

City Manager's Office – M-31
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5200

Contact Information

Name:		Title:	
Address:			
Phone:		Fax:	
Email:			

Organization Information

Name:			
Is this organization a 601(c)(3):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Tax-ID#:

Donation Request

City Services Credit Amount Requested:	\$	Date Needed:		Mayor/Councilmember:	Please Choose From the List Below ▾
Direct Payment Amount Requested:	\$	Event Date:		Event Time:	
Event Location: <small>Address, City, State, Zip</small>					
Description of Event / Purpose:					
Community Benefit:					
<i>By signing, I have read and agree to be bound by the terms and conditions included on the reverse side of this Donation Request Form.</i>					
Applicant Signature:		Date:			

Return completed form via:

Mail: City Manager's Office – M-31 20 Civic Center Plaza P.O. Box 1988 Santa Ana, CA 92702	Email: donationrequest@santa-ana.org Fax: (714) 647-6954
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CITY USE ONLY

Pre-Approved by Councilmember:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Pre-Approval Date:	
City Manager Signature:		Approved Amount:	
Date:		DPV #:	

Revised 01/31/2019

TERMS AND CONDITIONS

Use of Funds. The City has chosen to provide Recipient with funds as noted on the Donation Request Form for an event to be held in the community because the City has determined that there is a public purpose to be served in supporting the Community Benefit ("Agreement"). In executing this Agreement and receiving the funds, Recipient agrees to use the funds only for the purpose described and subject to the terms and conditions provided for in this Agreement. Should Recipient fail to use the funds for such purpose or otherwise comply fully with the terms of this Agreement, City shall have the right to terminate this Agreement and demand the return of the funds pursuant to Section 3.2 below.

Term; Termination of Agreement. This Agreement shall take effect on the date first above written and remain in effect through Recipient's full expenditure of the funds. The City has the right to terminate this Agreement upon one day's notice, with or without cause. Should the City terminate this Agreement, it shall also have the right to demand the immediate return of all funds provided to Recipient pursuant to this Agreement, as well as interest at the rate of ten percent (10%) per annum. Notwithstanding the foregoing, the indemnification provisions of this Agreement shall survive any expiration or termination of this Agreement.

Waivers, Insurance or Other Obligations. For purposes of the City's protection, if the City determines that the funds will be used for a purpose which may cause a significant risk of injury, the City may, in its sole discretion, require Recipient to provide certain insurance and participant waiver/release protections. This right shall be on-going and may be implemented by the City at any time, and all insurance and waiver/release forms shall be provided on forms, in amounts and with provisions acceptable to City.

No Oversight by City. Nothing in this Agreement shall be implied or interpreted as City establishing or providing oversight, control or approval of the Community Benefit or any activities conducted by the Recipient.

Indemnification. Recipient understands, acknowledges and agrees that Recipient shall assume all risks associated with the Community Benefit, including, but not limited to, the possibility of death or serious trauma or injury. To this end, therefore, Recipient shall defend, indemnify and hold City and its officials, officers, employees, agents and volunteers free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any and all acts, omissions, willful misconduct or other activities of the Recipient or its officials, officers, employees, agents, guests, participants attendees, and contractors, including the performance of the Community Benefit or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The only exception to the Recipient's obligations hereunder shall be for claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries caused by the sole negligence, sole willful misconduct or sole active negligence of the City. Recipient shall defend, at Recipient's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers. Recipient shall pay and satisfy any judgment, award or decree that may be rendered against the City or its officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Recipient shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Recipient's obligation to indemnify shall not be restricted or limited by insurance proceeds, if any, received by the City, its officials, officers, employers, agents or volunteers. The indemnification provisions of this Agreement shall survive any expiration or termination of this Agreement.

Entire Contract/Modification. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The terms and conditions of this Agreement may be altered, modified or amended only by written agreement signed by both Parties.

Authority to Enter Agreement. The person executing on behalf of Recipient represents and warrants that the Recipient has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement bind each respective Party.