

CITY OF CENTENNIAL, COLORADO

CITY COUNCIL POLICY NO. 2015-CCP-02

POLICY CONCERNING REQUESTS FOR CITY DONATION OR SPONSORSHIP FROM OUTSIDE ORGANIZATIONS AND AGENCIES

DATE OF POLICY/REVISION:	November 2, 2015 Policy effective January 1, 2016
PURPOSE AND INTENT:	To provide a policy and direction to the City Council and City staff concerning donation or sponsorship requests from outside organizations and agencies.
SCHEDULED REVIEW AND REVISION:	As deemed necessary or desired by the City Council or upon recommendation of the City Manager or City Attorney.
ATTACHMENT(S):	None
REFERENCE(S):	The City Council reserves the right to amend or rescind this Policy at any time without notice.

POLICY CONCERNING REQUESTS FOR CITY DONATION OR SPONSORSHIP FROM OUTSIDE ORGANIZATIONS AND AGENCIES

I. POLICY:

A. Intent.

The purpose of the Policy is to provide a framework to evaluate requests for both In-Kind Donation/Sponsorship as well as Monetary Donation/Sponsorship with the intent of diligently administering taxpayer funds. Pursuant to Colorado law, the City Council has the legislative and discretionary authority to allocate public funds to public purposes. By way of this Policy, City Council desires to provide a procedure to assist the City in reviewing donation or sponsorship requests received by the City from various outside organizations and agencies.

The intent of the City Council is that Monetary Donation/Sponsorship be given by the City infrequently and considered on criteria driven a case-by-case basis. City Council instead seeks to support outside organizations and agencies which are located in the City or which provide public benefit and enhance the quality of life for Centennial citizens through the allocation of In-Kind Donation/Sponsorship to support those outside organizations and agencies making a positive impact in the City of Centennial.

In essence, by way of this Policy, the City Council wishes to discourage monetary donations and instead, and as stewards of taxpayer money, support outside organizations and agencies by the contribution of In-Kind Donation/Sponsorship.

B. Scope.

The City of Centennial often receives requests for donation and/or sponsorships from various outside organizations and agencies. This Policy shall apply to requests the City receives for donations or sponsorships and provides a procedure to evaluate such requests.

This Policy shall not apply to requests for City membership, subscription, or joint participation in organizations that provide a direct and ongoing *annual* benefit such as: municipal interest advocacy, representation on federal, state, or regional matters, or opportunities for economic development. Such organizations may include the Aurora Chamber, Colorado Municipal League, Denver Regional Council of Governments, South Metro Chamber of Commerce, and the Transportation Management Authority.

C. Definitions.

1. "In-Kind Donation/Sponsorship" means the City contribution of in-kind goods or resources in return for certain benefits to the City including acknowledgement, recognition, and/or promotional consideration.¹

¹ In-Kind Donations/Sponsorships are administered by the City Manager's Office and include, but are not limited to, waivers of Centennial Center Park fees, Eagle Street Facility meeting room fees and temporary use fees.

2. "Monetary Donation/Sponsorship" means the City contribution of money in return for certain benefits to the City including acknowledgement, recognition, and/or promotional consideration.
3. "Applicant" means an outside organization or agency seeking donation and/or sponsorship from the City.

D. Criteria/Eligibility.

1. Applicant must be located in the City of Centennial and/or provide public benefit to enhance the quality of life for citizens of the City of Centennial.
2. Requests from schools or school-related groups shall be handled in accordance to the procedures set forth in Section (E)(5) of this policy.
3. Individuals shall not be eligible for City donation and/or sponsorship.
4. The City shall not provide Monetary Donation and/or Sponsorship to non-profit organizations or entities with taxing authority *unless* the Applicant provides a significant exchange of services for the community's benefit to be determined at the discretion of City Council.
5. The following organizations or agencies shall not be eligible for City donation and/or sponsorship:
 - a. Religious or political groups;
 - b. Groups that discriminate on the basis of race, color, gender, religion, disability, sexual orientation, marital status or national origin;
 - c. For-profit and corporate entities;² and
6. In order for an Applicant to receive monetary funding, the Applicant must provide the City a significant exchange of services for the community's benefit, to be determined at the discretion of City Council, which criteria may include:
7. Broad community impact and/or Centennial identity building;
 - a. Number of Centennial citizens benefitted; and/or
 - b. Benefit to the economic health of the Centennial community.

E. Procedure for Requests.

1. The City Council may appropriate a certain amount of funds in the budget on an annual basis for Monetary Donations and/or Sponsorships to various outside organizations and agencies.
2. Any outside organization or agency that meets the criteria and eligibility requirements as set forth above and which seeks City donation and/or

² This Policy shall not apply to economic development incentives and potential City funding allocated for economic development purposes.

sponsorship must submit an application to the City in the form attached to this Policy as **Exhibit A**.

3. An outside organization or agency seeking Monetary Donation and/or Sponsorship in relation to a specific event of the organization or agency shall submit a complete application no later than one hundred and twenty (120) days prior to the event.
4. Applications may be submitted at any time during the year provided, however, available funding may be depleted prior to the expiration of each calendar year. An application related to an event shall not be submitted to the City more than 365 days before such event.
5. Requests for donation and/or sponsorship from K12 schools or school-related groups:
 - a. Requests for donation and/or sponsorship from schools or school-related groups for monetary amounts greater than \$250.00 shall be processed in accordance with the criteria set forth in Section D of this Policy and approved at City Council's discretion.
 - b. Requests for donation, and/or sponsorship from schools or school-related groups for in-kind donations or monetary donations of \$250.00 or less shall be processed by the Youth Commission in accordance with separate criteria ratified by the City Council.
6. A presentation of the following items shall be made by City staff to the City Council on a quarterly basis:
 - a. Summary report of In-Kind Donations/Sponsorships administratively granted;
 - b. Summary report of Monetary and In-Kind Donations/Sponsorships granted by the Youth Commission; and
 - c. Presentation of complete applications for Monetary Sponsorship/Donation that meet the criteria of this policy and require review by City Council.
7. If awarded a donation and/or sponsorship by the City, an outside organization or agency shall be required to enter into an agreement with the City. The form and content of the agreement shall be subject to approval of the City Council. For most awards, the form and content of the agreement may be in a form substantially similar to that attached as Exhibit B. Such agreement shall clearly identify the reason for the donation and/or sponsorship and the public purpose served. All agreements shall be approved by the City Manager. Agreements shall be prepared and administered by the City Manager or designee.
8. City donation and/or sponsorship of an outside organization or agency shall not constitute a precedent for contributions in subsequent years.

F. Exceptions.

The majority of the City Council shall approve exceptions to this Policy including requests for donation and/or sponsorship from non-profit/501(c)(3)s or entities with taxing authority.

MADE EFFECTIVE JANUARY 1, 2016.

EXHIBIT A
Application



Sponsorship/Donation Application

For information regarding the City's policies and procedures for sponsorship/donation, please see City Council Policy 2015-CCP-02.

1. Type of Sponsorship Requested			
Application Date	<input type="checkbox"/> In-Kind/Fee Waiver <i>Must complete sections 1 – 7</i>	<input type="checkbox"/> Cash Amount Requested: \$ _____	
<input type="checkbox"/> In-Kind/Fee Waiver for school or school-related group <i>Must complete sections 1 – 5</i> Please indicate types of in-kind sponsorship sought: <input type="checkbox"/> Park reservation certificate <input type="checkbox"/> Community Room reservation certificate <input type="checkbox"/> Certificate for event with the Mayor		<input type="checkbox"/> \$250 cash or less for school or school-related group <i>Must complete sections 1 – 5</i> Amount Requested: \$ _____	
2. Organization/Group Details			
Registered Name of Organization:			
Doing Business As:			
Contact Name:		Contact Title/Position:	
Mailing Address:			
City:		State:	Zip:
Email:			
Organization or Event Website:			
Bus Ph#:		Cell #:	
3. Not-For-Profit Status <i>(must be non-profit to receive sponsorship/donation – please attach documentation to application)</i>			
Not-For-Profit <input type="checkbox"/> Yes <input type="checkbox"/> No		Registered in Colorado <input type="checkbox"/> Yes <input type="checkbox"/> No	
Registered Not-For Profit for Tax Purposes <input type="checkbox"/> Yes <input type="checkbox"/> No		Tax Exempt No.:	
Mission/Purpose of the Organization <i>(attach additional documentation if needed):</i>			
4. Program/Event Details <i>(if this for a cash donation unrelated to an event, please skip to section 10)</i>			
Name of Program/Event:			
Type of Program/Event:			
Event or Program Mission/Purpose <i>(attach additional documentation if needed):</i>			

Is this a fundraising event? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, who will receive the proceeds?	Fundraising recipient's 501(c)3 Number
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Event Address:

Event Date(s):

Event Time(s): am/pm **to** am/pm Expected Number Participants:

Please attach a schedule detailing major portions of the event, if applicable

Event Open to the Public? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has this event been previously held? <input type="checkbox"/> Yes <input type="checkbox"/> No	Number of previous occurrences
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5. Benefits Proposal

Check all of the proposed benefits, goods and/or services the City would receive if approved.

- | | | |
|---|---|--|
| <input type="checkbox"/> Booth/table at event | <input type="checkbox"/> Verbal recognition at event | <input type="checkbox"/> Recognition in social media |
| <input type="checkbox"/> Banner at event | <input type="checkbox"/> Event tickets/free admission | <input type="checkbox"/> VIP tickets/admission |
| <input type="checkbox"/> City logo on marketing materials | <input type="checkbox"/> City logo on website | <input type="checkbox"/> Other (please list below or attach) |

6. Event Promotion/Marketing

Please list how the program/event will be promoted, including both digital and/or print methods and attach copies of available materials. Materials from previous occurrences of the event may be used if similar to marketing planned for current event.

7. Insurance

Does the organization/group possess General Liability Insurance? Yes No
A copy of the certificate must be supplied with this application.

8. Event Budget and Funding (required only for cash requests)

Please include detailed breakdown of budget with application, including total anticipated expenditures.

How is the event being funded? *Please list all types, including sponsorships, vendor fees, ticketing, etc.*

Please list all event fees that will be charged below, including registration, entry, spectator, vendor sign-up, parking, etc.

Please list all Sponsors and Sponsor Contributions. For additional sponsors, please attach typed list.

Sponsor Name	Sponsor Contribution (In-Kind or Cash Amount)

9. Event Booths (required only for cash requests)			
Vendor/Sponsor Booths at the Event <input type="checkbox"/> Yes <input type="checkbox"/> No	No. of Booths	Will they be selling products and/or services? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please list the types of products and/or services that will be sold.			
10. Exception Criteria (required only for cash requests)			
In general, the City does not provide monetary donations/sponsorships. Please attach a typed statement detailing the following: 1. Why your organization is seeking a donation from the City. 2. Financial breakdown detailing how the requested funds would be utilized for programs, services, materials and/or other items. 3. Please explain how the requested funds meet the following criteria (as applicable): a. Broad community impact and/or Centennial identity building b. Approximate number of Centennial citizens benefited c. Benefit to the economic health of the community			
11. Required Attachments (required only for cash requests)			
Please indicate below which attachments are being provided with the application. Handwritten attachments will not be accepted.			
<input type="checkbox"/>	501(c)3 Copy or Letter of Determination of Exempt Status	<input type="checkbox"/>	Event Schedule
<input type="checkbox"/>	Marketing Materials	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	Event Budget Detail	<input type="checkbox"/>	Exception Criteria
<i>The City reserves the right to request additional information that is not required in this application.</i>			

As duly authorized representative for the applicant, I certify that the information contained on this application is true and correct to the best of my knowledge. I further certify that I have reviewed City Council Policy No. 2015-CCP-02 Concerning Requests for City Donation or Sponsorship from Outside Organizations and Agencies.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Office Use Only		
Date Received:	Date Staff Review:	Reviewed By:
Information Missing:	Administrative Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
Youth Commission Review Date:	Youth Commission Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
In-Kind Items Awarded:		
Council Review Date:	Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	Funds Awarded:

EXHIBIT B Agreement

DONATION/SPONSORSHIP AGREEMENT CITY OF CENTENNIAL

THIS DONATION/SPONSORSHIP AGREEMENT ("Agreement") is made effective as of the ____ day of _____, 20____, by and between the City of Centennial, a Colorado home rule municipality (the "City"), 13133 East Arapahoe Road, Centennial, Colorado, 80112, and [organization name and address], a [enter type of organization – i.e., non-profit corporation] ("Donation/Sponsorship Recipient").

WHEREAS, pursuant to City Council Policy No. 2015-CCP-02 concerning requests for City donation or sponsorship from outside organizations and agencies, the City Council received an application from the Donation/Sponsorship Recipient which is incorporated herein by reference; and

WHEREAS, the City Council desires to support the Donation/Sponsorship Recipient as memorialized in this Agreement in furtherance of the public purpose set forth herein; and

WHEREAS, [check only one]:

____ the City seeks to make a monetary donation to the Donation/Sponsorship Recipient as provided in Sections I and III of this Agreement; and

____ the City seeks to sponsor the Donation/Sponsorship Recipient which is holding a [event type] on [date], in approved areas of [location] ("Event") as provided in Sections II and III of this Agreement; and

WHEREAS, the City wishes to support and offer the donation/sponsorship in the manner set forth herein in exchange for the public recognition of support as outlined herein; and

WHEREFORE, intending to be legally bound, the parties hereby agree as follows:

SECTION I – Applicable to Monetary Donation Only:

- 1. Monetary Donation Amount.** The City agrees to provide a monetary donation to the Donation/Sponsorship Recipient in the amount of \$ _____.
- 2. Donation Use and Purpose.** In exchange for the monetary donation, the Donation/Sponsorship Recipient shall use such monetary donation solely for the purpose and activities of the Donation/Sponsorship Recipient which is generally described as:

[insert description of Recipient's business purpose or activity]

- 3. Reporting.** The Donation/Sponsorship Recipient shall provide to the City the following report(s) to evidence how the monetary donation was allocated:

[insert description of Recipient's obligation to report to City]

SECTION II – Applicable to Sponsorship of Event Only:

1. **Purpose.** [Describe public purpose served by the event].
2. **City Provided Sponsorship Benefits.** In sponsorship of the Event, the City shall provide the following:
 - [Item 1]
 - [Item 2]
3. **Recognition.** The Donation/Sponsorship Recipient will provide public recognition of the City’s sponsorship as follows:
 - [Item 1]
 - [Item 2]

The City shall have the right to approve recognition copy and Donation/Sponsorship Recipient must obtain such approval in writing before any distribution.
4. **Other Donation/Sponsorship Recipient Consideration.** In addition to the public recognition to be provided hereunder, the Donation/Sponsorship Recipient will provide the following to the City in exchange for the sponsorship benefits:
 - [Item 1]
 - [Item 2]
5. **Event Promotion.** The City reserves the right to promote the Event through means including, but not limited, to social media and its electronic messaging sign.
6. **Report on Event.** Upon request, the Donation/Sponsorship Recipient shall timely provide the City with a report prior to the Event. The report shall include information regarding Event tickets sales/registration, and expected or actual participation and attendance, and/or a report following the event summarizing the actual sales, participation, and attendance.
7. **Event Cancellation or Substantive Changes to Event.** The Donation/Sponsorship Recipient must inform the City as soon as reasonably practicable of Event Cancellation or of any substantive changes to the Event which cause it to differ from that described in the Sponsorship/Donation Application. The City reserves the right to require reimbursement of funds or other tangible benefits provided to the Donation/Sponsorship Recipient notwithstanding cancellation of the Event caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the Donation/Sponsorship Recipient.
8. **Retained Rights to Intellectual Property.** City’s intellectual property displayed on its public recognition copy, and all trademark rights or copyrights in such copy, shall be and remain the sole and exclusive property of the City. The City grants Donation/Sponsorship

Recipient a non-exclusive limited license to publish, distribute and display City's intellectual property on public recognition copy or on any other items or materials consistent with the terms and purposes of this Agreement. Any and all advertising or public recognition promotional materials displayed or distributed by Donation/Sponsorship Recipient pursuant to this Agreement in conjunction with the City intellectual property (e.g., displaying City's name, logos, trademarks, or service marks) shall be subject to the prior written approval of City, and, if approved, shall be subject to the grant of a non-exclusive limited license that automatically expires upon the conclusion of the Event. The City's intellectual property (including without limitation any such intellectual property that is displayed on Donation/Sponsorship Recipient's advertising copy with the permission of the City) shall be and remain the sole and exclusive property of the City. Neither party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of the other party to this Sponsorship Agreement without that party's prior written consent.

9. **Release and Indemnification.** Donation/Sponsorship Recipient hereby assumes full and complete responsibility and liability for the Event, which shall be held at Event Sponsor's sole risk. Donation/Sponsorship Recipient agrees to defend, indemnify, and hold harmless and fully and forever waive, discharge, and release the City (including its present and elected officials, officers, administrators, employees, agents, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns) from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (including, without limitation, attorneys' fees and the costs of any legal action) arising out of or related to the Event, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act, omission, negligence, or wrongdoing by the City (including its present and elected officials, officers, administrators, employees or agents).
10. **Insurance.** The Donation/Sponsorship Recipient shall secure and maintain insurance as deemed appropriate by the Donation/Sponsorship Recipient to insure against potential liability, damage, loss and risk associated with the Event.

SECTION III – Applicable to Both Monetary Donations and Sponsorship of Event Only:

1. **Compliance with All Laws and Regulations.** The Donation/Sponsorship Recipient shall comply with all applicable laws and regulations that relate to the Event.
2. **Amendments to this Agreement.** This Agreement may be amended in writing signed by both parties.

For Event Sponsorship, an amendment to the date of an Event within the same calendar year does not require a formal written amendment to this Agreement but does require a written record that both parties agreed to a change in the date of the Event, such as by e-mail exchange or letter exchange referencing this Agreement and specifically evidencing that both parties agree to such Event date change.

3. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.. The parties agree the exclusive venue for any legal proceedings that may be instituted by the parties in connection with this Agreement shall be in the Arapahoe County District Court.

4. **No Waiver.** No delay of or omission in the exercise of any right, power, or remedy accruing to any party under this Sponsorship Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy.
5. **Severability.** In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Sponsorship Agreement. The validity, legality, and enforceability of the remaining provisions of this Sponsorship Agreement shall not in any way be affected or impaired thereby.
6. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an authorized representative as of the day and year first written above.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

CITY OF CENTENNIAL, COLORADO

Approval by City Manager

By: _____
John H. Danielson, City Manager

ATTEST:

APPROVED AS TO FORM

City Clerk or Deputy City Clerk

For City Attorney's Office

Department of Origination: Type in Department Name

FINANCE DEPARTMENT REVIEW:

Finance has reviewed this agreement and the funds:

- are appropriated and available for this agreement.*
- are not available for this agreement.*

By: _____

Budgeted Item/Account: _____

Department Responsible for Administration of Agreement: Department/Position Name

DONATION/SPONSORSHIP RECIPIENT:

By: _____
printed name of person signing
printed title of person signing
