



CITY OF IRVINE

POLICY/PROCEDURE

COLLABORATIONS, CITY SUPPORTED PARTNERSHIPS AND SPONSORSHIPS AGREEMENTS

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EFFECTIVE: 5/25/11
REVISED: NA
APPROVED: 5/24/11

INTRODUCTION

The City values and encourages events, programs and services that advance City-wide policies and initiatives and align with the City's adopted Strategic Business Plan, Budget and other adopted strategic plans, policies and programs. This Policy/Procedure (Policy) will provide the basis for the City to enter into three types of formal relationships with the community:

- Section I:** City and Community Collaborations ("Collaborations");
- Section II:** City Support of Community Events, Programs and Services ("City Supported Partnerships"); and
- Section III:** Corporate Sponsorship of City Events, Programs and Services ("Corporate Sponsorship").

This policy provides City Council direction in order for City staff to exercise fair and equitable treatment of parties seeking to enter into a relationship agreement with the City.

The benefit of these relationship policies is that they result in:

1. Meeting community needs;
2. Protecting public interests in the short and long term;
3. Providing opportunities that are open and accessible to all citizens of Irvine;
4. Aligning with City strategic plans, mission, core values and priorities;
5. Demonstrating high standards of ethical and professional conduct; and
6. Demonstrating a clear understanding of respective roles and responsibilities, including costs, risks and benefits.

These relationships are administered by means of written agreements ("Agreements") that set out what a community partner can expect of the City and what the City requires of its partners. All agreements must comply with all applicable City regulations and policies. Agreements may not commit the City to additional operating and/or maintenance responsibilities, ongoing financial obligations, or program or service responsibilities beyond the current fiscal year; or to matching funds without obtaining appropriate signature approval in accordance with City Financial Policies and Procedures 4.2 – Contracts.

The City reserves the right to decline any request for Collaboration, City Supported Partnerships or Corporate Sponsorship if acceptance is determined not to be in the best interest of, or would create a conflict of interest for, the City.

The following Agreements shall be deemed unacceptable with organizations, companies or groups that:

- A. The City, through its Department Directors, or designees, reserves the right to decline any sponsorship if acceptance is determined not to be in the best interest of, or would create a conflict of interest for, the City. Organizations and businesses generally ineligible for sponsorships include entities whose revenue is substantially derived from the sale of alcohol, illegal drugs or illegal drug paraphernalia, firearms or weapons, tobacco products, gambling or sexually-explicit materials;
- B. Promote adult-oriented businesses; and
- C. Act on behalf of, in support of, or in opposition to any political candidate or ballot measure, or advocate a political position.

Agreements with religious organizations, companies or groups shall be permitted provided the agreed upon purpose neither promotes religious messages, nor advocates or promotes religious beliefs.

If an organization seeking to partner with the City is deemed ineligible by Department Staff, the staff decision may be appealed, in writing, to the Department Director and subsequent to that, to the City Manager whose decision shall be final.

Nothing in this policy or the associated procedures is intended to convert City events into public forums of general speech and/or public expression, except as provided by law. To the extent any City event, site, project or program is designed for a specific purpose or public message, such event, site, project or program shall remain a non-public forum subject to the City's exclusive use and control.

This Policy does not apply to the Orange County Great Park, which will follow its own procedures.



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EFFECTIVE: 5/25/11
REVISED: NA
APPROVED: 5/24/11

A. Definition – Collaborations

1. Cooperative, ongoing ventures between the City and one or more entities to combine complementary resources, such as joint contribution of funding, program development, staff expertise and facility resources to increase the City's effectiveness in providing enhanced public services to achieve the City's mission and priorities, strategic and master plans and budget goals, and produce sustained public offerings of demonstrative value to City constituents.

B. Collaboration Proposal – entities interested in establishing a City-Community Collaboration must submit a written proposal, which shall include a scope of the proposed collaboration including, but not limited to:

1. Description of organization;
2. Summary of proposal;
3. Benefits of Collaboration;
4. City resource contribution requested (e.g., staffing, equipment, facilities);
5. Projected costs and revenues;
6. Staffing responsibilities of all parties; and
7. Demographic profile of community/sub-groups served.

C. Eligibility Criteria – City-Community Collaboration eligibility will be determined by City staff designated by Department Directors, based upon the following criteria:

1. The prospective community partner is an incorporated nonprofit organization 501(c)(3) as defined in the City's Public Facilities Reservation and Fee Policies; or a California certified tax exempt nonprofit organization; or a public agency; or a committee formally established by City Council or Commission action; or an established club, association or organized group providing services and programs directly to Irvine residents.
 - a. For profit, commercial and/or private businesses or individuals are eligible to enter into Agreements as sponsors (see Section III).
2. The prospective community partner's mission is compatible with the City's mission and core values.
3. The proposed Collaboration meets a need identified in the City Council adopted Strategic Business Plan, Strategic Plan for Children, Youth and Families or other adopted strategic

plans, and/or policies related to provision of community services and programs, the adopted City budget or City/Department policies; and/or enhances current City priority programs and/or core services by providing additional programming, financial and/or in-kind resources, community outreach, staffing, volunteers or other tangible support at least equivalent to the City's contributions, or reduces general fund expenditures; and

4. Prior relationships of the prospective community partner with the City have been successful (e.g., fees timely paid, fully complied with Facility Reservation Policy, documentation submitted complete and timely, commitments for provision of prior support fulfilled).

D. Proposal Assessment – In assessing Collaboration proposals, the City will consider (as appropriate) the following criteria:

1. Production of measurable outcomes in alignment with City strategic plans, mission and priorities;
2. Ability to meet community needs;
3. Demonstrated public support for the service or program;
4. Protection of public interests in the short and long term;
5. Level of community partner's contribution to the project ;
6. Organizational capacity;
7. Operational sustainability (ability of collaborator to offer program in the absence of City support);
8. Commitment to ensuring ongoing public access;
9. Financial viability;
10. Project timelines;
11. Costs versus benefits;
12. Impact on existing City operations, assets and facility resources;
13. Media exposure opportunities;
14. Involvement by other entities including other partners, contractors and/or sponsors;
15. Event planning and execution history;
16. Economic impact (hotel rooms, visitor spending, local spending); and
17. Any other factors deemed relevant to the Collaboration.

E. Collaboration Agreements – As a condition of the Collaboration, the City reserves the right to take an active role in the guidance, planning and/or facilitation of identified events, projects, programs or services. Staff and prospective collaborators will negotiate a Memorandum of Understanding (MOU), Letter of Agreement or contracts (collectively, Collaboration Agreements). These documents will detail funding, roles, responsibilities, risks and benefits of the City-Community Collaboration.

1. Approved Collaboration Agreements may include:
 - a. Description of the contractual relationship, specifying the exact nature of the agreement;
 - b. Roles and responsibilities of the City and community partner;
 - c. Specifically articulated goals and objectives of the relationship;
 - d. Duration of the agreement and renewal options;
 - e. Indemnification requirement and proof of insurance in accordance with City policy;
 - f. Applicable City policies and guidelines such as the City Logo Guide, City Brand Management and Style Guide, City Event Protocol, City Website Policy, ICTV

- Programming and Procedures Policy, City Publication Policy, Community Services Public Facilities Reservation and Fee Policies;
- g. Timelines and means for evaluating outcomes of the Collaboration;
 - h. Operating and management parameters, including utilization of City facilities, which must comply with all current City Facility Reservation policies;
 - i. Reporting requirements including financial (e.g., audited financial statements) and non-financial measurements of outcomes; and
 - j. Process for dispute resolution and termination in event of non-compliance.
2. Department Directors may designate staff authority to negotiate Collaboration Agreements in amounts up to approved purchasing levels by classification (City of Irvine Financial Policies and Procedures 4.2 – Contracts).
 3. Department Director must authorize Collaborations expected to exceed \$30,000 total value of City resources (in direct costs such as staffing, facility and equipment use, supplies) in advance of negotiation of any formal Agreement. Collaborations expected to exceed \$100,000 require authorization of the City Manager. Resources for Collaborations must be included in the approved City Budget or approved by separate City Council action to adjust the City Budget.
 4. Resources provided may not increase the City Council-approved allocated budget for the current fiscal year, unless a budget adjustment is processed and approved in accordance with the City of Irvine Financial Policy.
 5. Approved Collaborations will be monitored for compliance with the Collaboration Agreement by Department Director designated staff in the Department with which the Collaboration is taking place, and shall be reviewed by Department management staff as required and when conditions change, but no less than once every three years. Collaboration Agreements may not exceed a term of one year and may not automatically renew beyond three one-year terms.
 6. Collaborations involving more than one Department must have concurrence of Department Directors of all Departments involved.
 7. A written follow-up report will be prepared at the end of the initial and each subsequent Agreement term documenting condition of items or facilities used, commitments met and/or any other issues or concerns, and will be attached to the organization's original Agreement. This document shall also detail financial and non-financial outcomes as listed in original Agreement.



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EFFECTIVE: 5/25/11

REVISED: NA

APPROVED: 5/24/11

CITY SUPPORT OF COMMUNITY EVENTS, PROGRAMS AND SERVICES

A. Definition – City Support of Community Events, Programs and Services

1. One-time, once per year, in-kind use of City resources to support nonprofit entity events, programs or services that benefit the Irvine community and its residents. Total value of City support shall not exceed \$10,000 per organization per calendar year, and may not exceed the City approved budget (this includes waiver of facility fees, staff costs and/or equipment rental fees). The value of resources provided by City in support of a partner event, program or service shall not exceed the value of the partner's contribution. Events may occur over multiple years.

B. Proposals

1. Organizations must submit a written proposal to the Director of Community Services for City support of community events, programs and services.
2. Proposal must include contact information for the group or organization; primary contact with authority to make decisions on behalf of the organization; description of the organization including its purpose and goals or mission; and description of the event, program or service and how it benefits the community.
3. Proposal shall provide a listing of resources that will be provided by the prospective partner organization and those requested of the City.
4. Upon approval by the City, support may include, but is not limited to, staffing, volunteers, equipment use, facility space, event planning and access to an online communications toolkit.
5. Requests for support are approved in an equitable manner, in accordance with the procedures outlined below (Section II, C1. and C2.), and the City's Public Facilities Reservation and Fee Policies. Organizations may receive support once per calendar year.
6. This policy does not provide City support for individual gain, and is not intended to provide City support for business purposes or commercial enterprise.

- #### **C. Application and Agreement procedures described below (Section II, C1. and C2.) are administrative and may be modified by the City Manager, or designee, as and when appropriate.**

1. Application – An application for City Support of Community Events, Programs and Services must be submitted no later than two weeks prior to date when needed support is requested for a program or service not requiring facility use. Applications for non-facility related support should be submitted to the office of the Director of the Community Services Department for routing to appropriate City staff.
 2. Facility Use Agreement – Requests that include facility use require submittal of a City Support of Community Events, Programs and Services Application and a Facility Use Application at least 30 days prior to the day of the proposed event, program or service. All applications for City support that include facility use are to be submitted to the City's Facilities Reservations customer service counter in the Community Services Department located at the Irvine Civic Center.
- D. Eligibility – In determining an organization's eligibility for City Support of Community Events, Programs and Services, a determination by City staff, designated by Department Directors, shall be based upon the following criteria:
1. The requestor is an incorporated nonprofit organization with a 501(c)(3) designation, as defined in the City Public Facilities Reservation and Fee Policies; or a California certified tax-exempt nonprofit organization; or a public agency, including public schools or school foundations in school districts with which the City has a joint use agreement; or a committee formally established by City Council and/or Commission actions; or an established club, association or organized group that provides services and programs directly to Irvine for the benefit of its residents.
 2. A requestor that is a commercial enterprise would not qualify unless the event, program or service is open to the general public, benefits the greater Irvine community and provides no commercial benefit to requestor. This exception must be approved by Department Director.
 3. The requestor's mission and goals in providing the event, service or program:
 - a. Is compatible with the City's mission and core values (as defined in City Council approved strategic plans, budgets, policies or programs).
 - b. Enhances current City priority programs or core services by providing additional programming, financial and/or in-kind resources, community outreach, staffing, volunteers or other tangible support to the City.
 4. Any prior relationships of the requestor with the City have been successful (e.g., fees timely paid, fully complied with facility Reservation Policy, documentation submitted complete and timely, commitments for provision of prior support fulfilled).
 5. Verification of availability of City facility or capacity of programmatic function.
 6. This procedure does not allow City support for individual gain, and is not intended to provide City support for business purposes or commercial enterprise.
- E. Memorandum of Understanding/Letter of Agreement – a Memorandum of Understanding or Letter of Agreement will be developed for approval by authorized representatives of the requesting party and the City, in accordance with formalized contract approval processes. All required resources will be explicitly identified and agreed upon at that time.
- F. Indemnification will be required as part of the Memorandum or Agreement or Letter of Agreement, and insurance may be required in accordance with City policy. The Public Facilities Reservation and Fee Policies require refundable deposits for use of City facilities;

other costs and fees may apply as provided in the City's Public Facilities Reservation and Fee Policies.

- G. Other applicable policies such as the City Logo Guide, City Brand Management and Style Guide, City Event Protocol, City Website Policy, ICTV Programming and Procedures Policy, City Publication Policy, Community Services Public Facilities Reservation and Fee Policies may be included in part or by reference.
- H. A written follow-up report will be completed upon conclusion of the event or program documenting the condition of items or facilities used, commitments met and/or any other issues or concerns, and will be attached to the proposal that the organization had submitted to the City requesting a relationship. These materials will be considered if any further requests are made by the organization.



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REVISED: NA

APPROVED: 5/24/11

CORPORATE SPONSORSHIPS

A. Definition – Corporate Sponsorships

1. Corporate support of a facility, project, event or program, either financially or through provision of products or services, in exchange for tangible and/or intangible benefits to the sponsor that include, but are not limited to, advertising the sponsor's products or services.

B. Policy

1. The City actively seeks Corporate Sponsors that assist the City in:
 - a. Meeting community needs;
 - b. Protecting public interests in the short and long term;
 - c. Providing opportunities that are open and accessible to all citizens of Irvine; and
 - d. Meeting City strategic plans, mission, core values and priorities.
2. Financial and in-kind sponsorships are appropriate for four broad types of City activities and amenities:
 - a. *Events* – City-organized on City property or City-designated site (e.g., sponsor for Irvine Global Village Festival).
 - b. *Projects* – specific City-sanctioned project (e.g., funding and/or material donation for a playground).
 - c. *Programs* – City-led for the public; sponsor recognition may continue throughout and following the program's duration (e.g., funding for summer concert program).
 - d. *Site sponsorship* – specific City location or feature (e.g., funding or equipment for a Fine Arts studio or Senior Center computer lab).
3. Sponsorship could entail funding or provisions of products or services in exchange for tangible and/or intangible benefits to the sponsor that include, but are not limited to, advertising the sponsor's products or services.
4. Sponsorship association with the City may not be utilized to the advantage of the sponsor in any competitive bidding, contract or other City-related activity. The City shall strive to make Agreements equitable across City Departments, and shall ensure all entities and individuals that meet defined criteria have equal opportunities to provide sponsorships.

- #### C. Procedures below (Section III, C1. through C.3d.) are administrative and may be modified by the City Manager or designee, as and when appropriate.

1. Approval of the Department Director or designee is required for solicitation materials for sponsorships of up to \$100,000. City Manager approval is required for solicitation materials for sponsorships greater than \$100,000.
2. Approval of Sponsorship Agreements up to \$100,000 shall be in compliance with signature levels as established in Financial Policies and Procedure 4.2 – Contracts. Approval of Sponsorship Agreements of \$100,000 or greater must be reviewed by the Finance Commission and approved by City Council.
3. Department Director shall designate Department staff to develop specific packets/packages for sponsorship opportunities within each Department. The following decision points shall be considered when reviewing corporate sponsorship offers of a City activity or venue:
 - a. Compatibility of prospective sponsor's products, services and marketing goals with the City's mission/values and Strategic Business Plan; and
 - b. Proposed sponsorship supports current priorities, programs and core services of the City, as defined in the City's current budget or other documents; and
 - c. Sponsorship marketing benefits and temporary advertising are compatible with design standards or visual integrity of City facilities and/or events as defined in the City's Logo Policy, Zoning Code, Municipal Code and the City's Brand Management and Style Guide; and
 - d. Tangible and intangible benefits are balanced for both the sponsor and the City.

D. Definitions

1. *Sponsorship*: financial or in-kind gift from an entity or individual for a specific program, event, project or site in exchange for tangible and intangible benefits to the sponsor.
2. *Advertising*: signage created by the entity or individual to promote a product (usually placed in a designated, purchased space). Paid advertising space may be available in certain City printed materials and publications.
3. *Temporary advertising*: temporary display of corporate logos, branding or advertising copy at a City event or on related materials associated with an event or program.
4. *Events*: one-time activities for the benefit of the public, organized by the City and held on City property, generally continuing less than one week.
5. *Projects*: one-time City efforts, often with a product or defined end result.
6. *Programs*: ongoing, organized activities led by City for the public that generally involve staff supervision.
7. *Sites*: specific places, varying in scale from individual features or areas to an entire park or facility.
8. *Marketing benefits*: opportunities provided to the sponsor for temporary visibility of branding, products, name and logo on City property and/or materials.

E. Sponsorship Agreements

1. Department Director and/or designated staff will negotiate Sponsorship Agreements (contracts, Memoranda of Understanding, Letters of Agreement) which may include, but will not be limited to, the following:
 - a. A detailed description of the sponsor's and City's obligations; and
 - b. A detailed description of benefits based on program sponsorship level such as, marketing opportunities (product promotion and temporary advertising) on City property

and/or at events, free-of-charge booth space at events, City Council acknowledgment in public and/or mention on City publications; and

- c. Authorization enabling the sponsor to promote its/their investment with the City and/or use the City's logo on promotional materials; and
 - d. Conditions for termination of the Agreement; and
 - e. Insurance may be required in accordance with City policy.
2. The applicable Department Director, or designee, will review all Sponsorship Agreements and will process those requiring City Manager or City Council approval, as set forth in Corporate Sponsorships, Section III, C.1 through C.3d. above.

F. Benefit Guidelines

1. Sponsorship levels vary according to the duration of exposure and the type of sponsorship (e.g., park amenity versus a one-day event). The City typically offers a choice of sponsorship levels, with appropriate benefits associated with each level. Depending on the details of the Sponsorship Agreement, a sponsor's name may be associated directly with the site, event or program ("name title"), and may derive other benefits consistent with City regulations and policies that may be available.
2. Department Director, or designee, must signify Department approval of all sponsorship marketing approval. The City Public Information Office (PIO) will also review all sponsorship marketing materials including, but not limited to, banners, brochures, cards, signs, posters, newsletters and labels on products such as t-shirts, in advance of printing/placement and ensure all materials comply with the City's Logo and Publication policies. Application for use of the City Logo by a sponsor must be approved by PIO.
3. Staff will establish locations for temporary advertising and sponsorship recognition, including at specific outdoor park facilities and indoor recreation centers or other City facilities where appropriate, based on visual impact.
4. Corporate sponsors may print recognition and company logos on an unlimited number of "walk-away" products (e.g., t-shirts, water bottles). PIO approval of the product is required in advance.
5. All "Naming Rights" sponsorships for permanent facilities must be approved by the City Council.

G. Sponsorship does not entitle a sponsor to any additional privileges not specified in or beyond the scope of the Sponsorship Agreement.

H. Acceptance of a sponsorship does not imply endorsement of any individual, entity or product by the City of Irvine.



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SECTION IV

CITY OF IRVINE PUBLIC INFORMATION OFFICE MEDIA TOOLKIT

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EFFECTIVE: 5/25/11

REVISED: NA

APPROVED: 5/24/11

A. Community Outreach – The City encourages organizations to develop internal expertise and resources for community outreach. The City Public Information Office (PIO) will provide public access to an online communications toolkit with helpful information, tools and templates for community organizations to utilize. These materials are generic and non-proprietary. The online toolkit is available on the City web site (www.cityofirvine.org, under “How do I ...” and “Media” tabs) and includes:

- Press Release Template;
- Flier Template;
- Poster Template;
- Local Media Contacts;
- Link to ICTV Bulletin Board;
- Calendar Posting Information;
- Banner Permit Information; and
- Helpful Hints List.

All references to communications and/or marketing services in this document are subject to the above criteria.

B. Usage of the City logo in sponsorship collateral is governed by the City Logo Policy. Application must be made to the PIO for use of the City Logo.

1. Usage of other City developed logos may be granted in any Agreement developed in accordance with this policy.

C. All agreements under any section of this Policy that allow collaborations, City Supported Partnerships or Sponsorship marketing rights and privileges will require advance approval of the PIO.