

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF DENTON AND TEXAS FILMMAKERS CORPORATION FOR THE THIN LINE FEST 2023 SPONSORSHIP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Denton hereby finds that the agreement between the City and Texas Filmmakers Corporation, for funds to be used for Thin Line Fest 2023 sponsorship, which is attached hereto and made a part hereof by reference (the "Agreement"), serves a municipal and public purpose and is in the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance as if fully set forth herein.

SECTION 2. The City Manager, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City, including the expenditure of funds as provided in the Agreement.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by _____ and seconded by _____. The Ordinance was passed and approved by the following vote [____ - ____]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

A handwritten signature in blue ink, appearing to read "Amanda Rios", is written over a light blue rectangular background.

BY: _____

**SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
TEXAS FILMMAKERS CORPORATION**

This Agreement is hereby entered into by and between the City of Denton, Texas, a Home Rule Municipal Corporation, hereinafter referred to as "City", and Texas Filmmakers' Corporation, a Texas Non-Profit Corporation, hereinafter referred to as "Organization."

WHEREAS, City has determined that sponsorship of the Thin Line Fest 2023 serves a municipal public purpose and has provided funds in its budget to sponsor certain lawful activities, events, or services provided by the Organization; and

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SPONSORSHIP

The City shall pay Ten Thousand and no/100 (\$10,000.00) ("Sponsorship Funds") to Organization to be utilized by Organization to perform, in a satisfactory and proper manner, the Thin Line Fest 2023 in accordance with the Sponsorship Funds budget attached hereto as Exhibit "A" and incorporated herein for all purposes and Organization's sponsorship application on file at the City Finance Department and incorporated herein for all purposes (the "Sponsored Activity").

II. OBLIGATIONS OF ORGANIZATION

In consideration of the receipt of the Sponsorship Funds from City, Organization agrees to the following terms and conditions:

A. Sponsorship Funds shall be utilized by the Organization only for the purposes set forth in Article I.

B. Organization acknowledges receipt of and to maintain compliance with sponsorship eligibility requirements as outlined in the City of Denton Sponsorship Guidelines as attached as Exhibit "B" and incorporated herein by reference.

C. Organization shall maintain any Sponsorship Funds paid to the Organization by the City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

D. Organization shall maintain complete and accurate financial records of each expenditure of the Sponsorship Funds made by the Organization. These funds shall be classified as restricted funds for audited financial purposes.

E. Upon request, Organization shall provide to City its bylaws and any of its rules and regulations that may be relevant to this Agreement.

F. Organization will not enter into any contracts that would encumber Sponsorship Funds for a period that would extend beyond the term of this Agreement.

G. Organization will appoint a representative who will be available to meet with City officials when requested.

H. Event organizers are responsible for securing all required permits, licenses, insurance, and approvals necessary to host a special event as stated in permit applications.

- 1) Event organizers and vendors are responsible for their own set-up and take-down, including tents, lighting, etc., before and after the event. The City will not provide labor for vendors.
- 2) Event organizers assume all liability in connection with the special event, including but not limited to any damages to City property, whatever the cause, while hosting this event, and agrees to reimburse the City for reparations within thirty (30) calendar days of receipt of a notice/invoice.

I. Organization shall, at a minimum, provide insurance as follows:

- 1) \$1,000,000 Commercial General Liability, or \$1,000,000 Event Insurance, covering all events taking place on City-owned property, and
- 2) \$500,000 Liquor/Dram Shop Liability for any event occurring on City-owned property where alcohol will be provided or served.

J. City will be recognized as a sponsor at the appropriate level in promotional and advertising materials. Use of the City logo must be submitted to the Special Events Supervisor for approval from the Parks and Recreation Department.

IV. PAYMENTS

A. City shall pay to Organization the cash awarded Sponsorship Funds after the Effective Date of this Agreement.

B. Organization shall refund to City within ten (10) working days of City's request, any sum of the Sponsorship Funds which has been paid by City and which City at any time thereafter determines:

- 1) has resulted in overpayment to Organization;
- 2) has not been spent strictly in accordance with the terms of this Agreement; or
- 3) is not supported by adequate documentation to fully justify the expenditure.

V. EVALUATION

Organization agrees to participate in an implementation and maintenance system whereby the Sponsored Activity can be continuously monitored. Organization shall provide its expenditure reports, including a list of expenditures and copies of invoices or receipts made with regard to the Sponsorship Funds, for review by City prior to the termination of this Agreement. In addition, upon City's request, Organization agrees to provide City the following data and reports, or copies thereof:

- A. All financial records and external or internal audits. Organization shall submit a copy of the annual independent audit to City within ten (10) days of receipt of City's request.
- B. All external or internal evaluation reports.
- C. An explanation of any major changes in Organization's program services.
- D. To comply with this section, Organization agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of Sponsorship Funds received and the Sponsored Activity performed under this Agreement. The record system of Organization shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Organization agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the Sponsored Activity and expenditure of Sponsorship Funds under this Agreement for five years.
- E. Nothing in the above subsections shall be construed to relieve Organization of responsibility for retaining accurate and current records that clearly reflect the level and benefit of Sponsored Activity provided under this Agreement.

VI. DIRECTORS' MEETINGS

Upon City's request, minutes of all meetings of Organization's governing body shall be available to City within ten (10) working days of approval.

VII. TERMINATION

The City may terminate this Agreement for cause if Organization fails to perform the Sponsored Activity, violates any covenants, agreements, warranties or guarantees of this Agreement, the Organization's insolvency or filing of bankruptcy, dissolution, or receivership, or the Organization's violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph.

VIII. EQUAL OPPORTUNITY AND COMPLIANCE WITH LAWS

- A. Organization shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. Organization agrees not to discriminate against any person or class of persons by reason of race, sex, sexual orientation, age, disability, religion, creed, color,

genetic testing, or national origin in its provision of the Sponsored Activity. To the extent this Agreement provides that Organization offer accommodations or services to the public, such accommodations or services shall be offered by Organization to the public on fair and reasonable terms.

B. Organization will furnish all information and reports requested by City, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state and federal rules and regulations.

C. In the event of noncompliance by Organization with the nondiscrimination requirements, the Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be barred from further contracts with City.

IX. WARRANTIES

Organization represents and warrants that:

A. All information, reports and data heretofore or hereafter requested by City and furnished to City, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to City.

B. Any supporting financial statements heretofore requested by City and furnished to City, are complete, accurate and fairly reflect the financial conditions of Organization on the date shown on said report, and the results of the operation for the period covered by the report, and that since said data was provided to City, there has been no material change, adverse or otherwise, in the financial condition of Organization.

C. No litigation or legal proceedings are presently pending or threatened against Organization.

D. None of the provisions herein contravenes or is in conflict with the authority under which Organization is doing business or with the provisions of any existing indenture or agreement of Organization.

E. Organization has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

F. None of the assets of Organization are subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by Organization to City.

G. Organization acknowledges and agrees that City maintains sole discretion over which entities are eligible to become a sponsored organization. The Organization has no expectation, and City has no obligation, to provide any support or funding during and after the

term of this Agreement which exceed the Sponsorship Funds authorized by this Agreement. Organization disclaims the right to any sponsorship, fees or benefits except as expressly provided for in this Agreement.

H. Organization acknowledges and agrees that this Agreement and the provision of the Sponsored Activity hereunder is nonexclusive, and that City may enter into similar agreements with other entities.

I. The Sponsored Activity described herein shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any federal, state and local governmental agency of competent jurisdiction.

J. Organization and any agent or employee of Organization shall act in an independent capacity and not as officers or employees of the City. City assumes no liability for Organization's actions and performance of the Sponsored Activity, nor assumes responsibility for payments, bonds, taxes, or other commitments, implied or explicit, by or for the Organization. Organization shall not have authority to act as an agent on behalf of the City.

K. Organization is not opposing the City in any pending or ongoing legal proceeding.

Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

X. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.

B. It is understood and agreed by the parties hereto that changes in the state, federal or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. Organization shall notify City of any changes in personnel or governing board composition.

XI. INDEMNIFICATION

ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE BY THE ORGANIZATION OR THOSE SPONSORED ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR

STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF ORGANIZATION, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES AND INVITEES.

XII. CONFLICT OF INTEREST

A. Organization covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Sponsored Activity required to be performed under this Agreement. Organization further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.

B. Organization further covenants that no member of its governing body or its staff, subcontractors or employees shall violate or cause to be violated the City Ethics Ordinance, as amended, or possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself, or others; particularly those with which he/she has family, business, or other ties.

C. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall violate or cause to be violated the City Ethics Ordinance, as amended, or participate in any decision relating to the Agreement which affects his personal interest or the interest in any corporation, partnership, or association in which he has direct or indirect interest.

XIII. PROHIBITED CONTENT

Sponsored Activity recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, or speech that supports or opposes or appears to support or oppose a ballot measure or initiative, or refers to any person in or campaigning for public office.

XIV. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery or facsimile, addressed to Organization or City, as the case may be, at the following addresses:

CITY

City of Denton, Texas
Attn: City Manager
215 E. McKinney
Denton, TX 76201

ORGANIZATION

Texas Filmmakers' Corporation
Board President
1501 South Loop 288
ST 104, PMB 147
Denton, TX 76205

Either party may change its mailing address by sending notice of change of address to the other at the above address by certified mail, return receipt requested.

XV. MISCELLANEOUS

A. Organization shall not transfer, pledge, or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party or parties, bank, trust company or other financial institution without the prior written approval of City.

B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. In no event shall any payment to Organization hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach of covenant or default which may then or subsequently be committed by Organization. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2022 ("Effective Date").

CITY OF DENTON, TEXAS

SARA HENSELY,
CITY MANAGER

TEXAS FILMMAKERS’ CORPORATION

DocuSigned by:
Joshua Butler
8C04578BB0004DA...
PRESIDENT

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

DocuSigned by:
Cassey Ogden
E7FF20G1045A4F0...
SIGNATURE
Chief Financial Officer
TITLE
Finance
DEPARTMENT

Cassey Ogden
PRINTED NAME

EXHIBIT A

Texas Filmmakers Corporation
Sponsorship Budget
Fiscal Year 2022 - 2023
Thin Line Fest

Art/Entertainment	\$ 10,000
<hr/>	
Total Budget	\$ 10,000



Exhibit B

City of Denton Sponsorship Guidelines

I. PURPOSE

The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the City of Denton for community events.

II. GENERAL OVERVIEW

The City allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The City provides a combination of cash in consideration of sponsorship requests and in-kinds services and resources. The distribution of in-kind services and resources are leveraged annually through an application process in accordance to this guide and is based on annual budgetary allocations.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements.

The guide also serves to help maintain the City's Core Values and vision that Denton is a memorable destination and a community of opportunities that fosters extraordinary quality services and collaboration relative to co-sponsorship agreements.

The guide does not apply to the allocation or distribution of cash, grants, and/or HOT Funds.

The City reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the City, or if acceptance would create a conflict of interest for the City. The free use of park facilities for a non-profit organization's meeting requests is not applicable to this policy, but rather subject to the City Policy 500.06; Use of City Facilities and Meeting Rooms.

III. ELIGIBILITY CRITERIA

In the event of conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals. Denton City Council, at its discretion, may grant variances to this policy.

City staff is responsible for the initial assessment of requests that are received in the form of an application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

General Relevance

- A. Must be a non-profit Texas corporation, federally tax-exempt under the Internal Revenue Code (501 (c) (3)) or public agency;
- B. Must demonstrate corporate good standing with the state of Texas at time of application;

- C. The applicant must be based in the City of Denton and hold the event which support is requested in the City of Denton;
- D. Must have programming, administrative practices and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;
- E. If previously sponsored, applicant must have successfully fulfilled all prior contracts;
- F. The applicant cannot represent a for-profit enterprise;

Community Engagement

- A. Must further a charitable cause, economic or community growth, or public interest;
- B. The event must serve to benefit the entire community;
- C. The event must be open to the public;
- D. The event must encourage community engagement;

Safe, Livable and Family-Friendly

- A. The event must be held in a safe, accessible and family-friendly location;
- B. The event must support the City's mission, vision, and core values in a positive manner;
- C. The event must be compliant with the Special Events Ordinance;
- D. The event must be able to show proof of liability insurance.

The City reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses who promote hatred against individuals or groups, represent religious or political views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. SPONSORSHIP REQUIREMENTS

- A. An executed contract with the City will be administered for the receipt of these funds.
- B. A performance report provided to the City thirty-days after the event to illustrate compliance to the program guidelines and contract.
- C. Organization shall market the City as a sponsor at the event and/or through marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports and all other mailing pieces), recipient shall acknowledge in some meaningful way that their organization is funded in part by the City of Denton. Such acknowledgement might take the form of inclusion on a donors list for events. Recipients are advised that usage of the official City logo is restricted by policy (505.02) and ordinance. Any use of the City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards. Written authorization must be obtained from the City Manager or their designee.

- D. Organization shall maintain complete and accurate financial records of each expenditure of the sponsorship revenue, and report these to the City Manager or their designee by the end of the contract term in a report specified by the City. All financial records and any other records relating to the contract shall be subject to the requirements of the Public Information Act.
- E. Check payments to approved contracts will be made in the first quarter of the City's fiscal year.

V. LIMITATION OF SPONSORSHIP FUNDS

- Sponsorship funds will not be provided to City departments.
- Co-Sponsorship requests for in-kind services of park and facilities fees will be funded up to 50%.

VI. CONTRACT TERMS

The contract period will commence on October 1 of the current year and terminate at midnight on September 30 of the following year. A thirty-day grace period is provided which allows events in September to finalize their reporting of expenditures. Either party may terminate the contract by sixty days written notice.

VII. REQUEST AND APPLICATION PROCESS

Funds allocated for sponsorship and determination of subsidy is established by City Council during the annual budget process. The application deadline is strategically set to provide City Council the opportunity to consider and approve requests based on allocated funds set to be adopted in the budget for the following fiscal year.

The following summarizes process responsibilities in the steps outlined below:

Community Partnership Committee | Assigned by City Council, assesses applications based on secondary criteria and value to the community prior to making recommendations to City Council.

City Council | Allocates sponsorship budget; approves or denies sponsorship requests.

STEP 1 | Application Submission

Submission	<p>Sponsorship request applications are accepted annually for community events taking place in the next fiscal year.</p> <p>The sponsorship application does not replace or provide exemptions from applicable permit requirements. A Special Event Permit is required to host a community event per the most recent ordinance enacted at the time of application.</p>
Deadline	Sponsorship applications must be submitted electronically no later than the deadline set each year by the sub-committee.

An exception to the deadline is made for first-time events seeking co-sponsorship support, however consideration may be potentially impacted by staff and facility availability and limited budgetary resources.

Application Requirements	<p>Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete.</p> <ul style="list-style-type: none">• Event organizer and/or organization contact details;• Proposed event, date(s), and location(s);• Anticipated attendance and historical attendance, if applicable;• Description and purpose of the event;• Statement of how the event benefits the community;• Statement of request and itemized in-kind services and resources;• Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable• Disclosure of other funding or support requested and/or received by the City
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STEP 2 | Application Assessment

Assessment	Special Events Supervisor and/or other City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed.
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Value Allocation	Special Events Supervisor and City department stakeholders will review each application and apply a cost and/or value to each in-kind service request and resource based on current fees, costs, and prior year actuals. A sponsorship allocation report will be attached as a supplemental document to the application.
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STEP 3 | Subcommittee Review and Recommendations

Review	<p>The applications that meet eligibility criteria will be delivered with the allocation report to City Council’s designated subcommittee for review and consideration for City Council recommendations.</p> <p>During this process a set of secondary criteria may be considered by the subcommittee, in no particular order of importance or weight, to help further identify the ranking of applications for City Council’s consideration.</p>
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Secondary Criteria may include, but is not be limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City’s Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Other factors deemed relevant to the co-sponsorship request, including but not limited to, reoccurring events that are in good standing

Recommendation Sub-committee’s recommendations will be submitted for consideration to City Council during the annual budget work session meeting.

STEP 4 | City Council Review and Approval

City Council Review Sponsorship requests can be approved as submitted, revised, or denied by City Council.

STEP 5 | Notification and Co-Sponsorship Agreement

Completion The Grant Office will notify individual applicants of City Council’s approval or denial for sponsorship. Sponsorship approvals will be effective beginning October 1 of the upcoming fiscal year. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years. Council will approve each sponsorship agreement by ordinance in a regular meeting during the first quarter of the City’s fiscal year.

VIII. APPLICATION PROVISIONS

Budget Allocation The annual approved budget for sponsorships may not be increased unless a budget adjustment is approved by City Council.

Award of Funding or In-Kind Services City Council approval of awards does not guarantee receipt of award. Disbursement of funding and/or in-kind service sponsorship awards are dependent on compliance with all applicable contract terms, permits, and ordinance requirements.

Facility Use	The availability and capacity of a City park and/or facility will be verified during the application process.
Permits	The City will not waive issuance of permit requirements or applicable permit fees under any circumstances.
Insurance	The City will not waive insurance requirements under any circumstances. Indemnification and proof of insurance is required as part of the agreement in accordance with City's Special Events Ordinance.
Non-Profit Status	Verification of non-profit status might be requested in the form of documentation to the City sufficient to prove non-profit status, such as Articles of Incorporation and/or IRS Employer Identification Number. The organization must be in good standing with the State of Texas during the application process through the end of the event.
Employee Ethics Policy (10.00)	Sponsorship application requests must be initiated by the applicant and not pursued by City staff in order to remain impartial. No City employee shall directly or indirectly solicit, seek, or accept anything of value in return for being influenced in the performance of an official act; influenced to commit, aid in committing, collude or allow fraud; or induced to perform or fail to perform an act in violation of the employee's official duty or the City's Employee Ethics Policy (10.00). In order to eliminate risk to City employees and to manage any possible conflicts regarding co-sponsorship requests, no City employee shall engage in any solicitation of co-sponsorship or enter into an agreement or approval on behalf of the City.

IX. TERMS AND DEFINITIONS

Applicant	Refers to the person submitting the request as one of the following: <ul style="list-style-type: none"> • Organizer of the proposed event • Representative of the organization hosting the proposed event • Committee and/or board member of presiding organization
Conflict of Interest	A conflict of interest is a situation in which personal, and/or financial, considerations have the potential to influence or compromise professional judgement or actions. They are subject to sensitivities based on perception and can negatively compromise the integrity of the City's public image. In order to manage the associated risks, real or perceived, it is the City's policy to address conflict of interest through disclosure and recusal.
Sponsorship Agreement	Specifies the City's contribution of cash and/or in-kind services and resources and outlines the responsibility, risk, and accountability of the applicant.

In-Kind Services or Resources	Where City services and resources are leveraged in lieu of cash for sponsorship offerings. Examples include staff time, public safety services, equipment use, and/or the use of City facilities.
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Public Agency	<u>Public agency</u> refers to an organization with administrative or functional responsibilities which are directly or indirectly affiliated with a governmental body, state, or local jurisdiction. Examples include universities and/or public-school districts.
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