



Arena Event Policy

Scope: Citywide

Policy Contact

Wendy Klock-Johnson, Assistant City Clerk (916) 808-7509

Wklock-johnson@cityofsacramento.org

Policy Statement

The City of Sacramento Arena Event Policy ensures that the selection and management of City Events is consistent with City Agreement 2014-0514, furthers a public purpose, and is reasonably calculated to result in a neutral or positive financial return for the City.

Effective Date: August 1, 2018



**Charter Officer Review and Acknowledgement
Arena Event Policy**

City Manager

A handwritten signature in blue ink, appearing to be "V. Hill", written over the title "City Manager".

City Attorney

A handwritten signature in black ink, appearing to be "J. [unclear]", written over the title "City Attorney".

City Clerk

A handwritten signature in blue ink, appearing to be "Ming Lopez", written over the title "City Clerk".

City Treasurer

A handwritten signature in black ink, appearing to be "J. [unclear]", written over the title "City Treasurer".

1. **Background**

Under the Arena Management, Operation and Lease Agreement (“AMOLA”) between the City and ArenaCo (City Agreement 2014-0514), the City reserved the non-assignable right to use the Arena (including Premium Seating) for up to nine City Civic Events and, on an as-available basis, for up to 24 City Minor Events each Operating Year. Under the AMOLA, the City is not obligated to pay facility rental fees in connection with City Events, but the City is responsible for ArenaCo’s reasonable out-of-pocket costs in connection with City Events including but not limited to labor, municipal services, and ticketing without markup. In addition to (and not in lieu of) the City Events, ArenaCo shall cooperate in good faith with the City to make the Arena available for up to three Economic Partner Events each Operating Year.

2. **Definitions**

CAPITALIZED TERMS THAT ARE NOT DEFINED IN THIS POLICY HAVE THE MEANING ASCRIBED TO THEM IN THE AMOLA.

“Agreement” means a written contract signed by all of the parties.

“Arena” means the Golden 1 Center.

“ArenaCo” means the Sacramento Downtown Arena LLC, a Delaware limited liability company.

“City” means the City of Sacramento, a California municipal corporation.

“City Event” means, collectively, City Civic Events and City Minor Events.

“City Event Administrator” means the City Clerk or City Clerk’s designee.

“City-sponsored Event” means a City Event for which the City is responsible for 100% of the City Event Expenses and is entitled to 100% of the net receipts from the City Event Revenues.

“Co-sponsored” means the City enters an Agreement with a Co-sponsor Organization in which the Co-sponsor Organization assumes responsibility for up to 100% of the City Event Expenses for a City Event, as agreed upon by the parties.

“Co-sponsor Organization” means a Nonprofit, or an organization serving the community by promoting and providing cultural, recreational, educational, and social services, facilities, or programs within the city limits of the City.

“Economic Partner Event” means an event at the Arena under section 1.2(j) of the AMOLA. These events are not City-Sponsored Events or Co-sponsored by the City.

The Economic Partner Organization enters into an Agreement for use of the Arena directly with ArenaCo on terms and conditions similar to those that apply to City Civic Events and City Minor Events under the AMOLA. The City bears no financial responsibility for Economic Partner Events.

“Economic Partner Organization” means an organization that does business in the City of Sacramento to promote City economic development and growth. Examples of Economic Partner Organizations include the Sacramento Convention & Visitors Bureau, the Sacramento Convention Center, property and business improvement districts, the Greater Sacramento Area Economic Council, the Sacramento Metropolitan Chamber of Commerce, and similar Persons.

“Nonprofit” means a nonprofit organization that is recognized by the Internal Revenue Service as tax-exempt under Internal Revenue Code section 501(c)(3) and that is in good financial standing.

“Sponsor Organization” means a City office, department, program, and/or facility that is responsible for 100% of the City Event Expenses and is entitled to 100% of the net receipts from the City Event Revenues for a City Event.

“TeamCo” means the Sacramento Kings Limited Partnership, a California limited partnership.

3. **Applicability**

- a. This policy applies to an event only if all of the following conditions are met:
 - i. The event is a City Event or an Economic Partner Event;
 - ii. The event has been approved by the City Event Administrator and the City Manager or the City Manager’s designee in accordance with this policy.
 - iii. The City or the Economic Partner Organization enters into an Agreement with ArenaCo to implement the terms of the AMOLA after the City has approved the event in accordance with section 3.a.ii, above.

4. **Public Purpose**

- a. City Events will only be approved if they promote one or more of the following public purposes:
 - i. Economic development, including tourism;
 - ii. City business, resources, programs, and facilities;

- iii. Nonprofit community, cultural, recreational, educational, and social services, facilities, and programs available to the public within the City;
 - iv. General City employee retention, recruitment, or morale;
 - v. Recognition of public service.
- b. Economic Partner Events will only be approved if they promote one or more of the following:
 - i. Economic development, including tourism;
 - ii. Business directly related to the mission of the Economic Partner Organization (for example, an annual stakeholder update meeting or as an overflow venue for a citywide convention).

5. City Event and Economic Partner Event - Generally

- a. The City Manager hereby delegates authority to implement this policy to the City Event Administrator.
- b. The City Event Administrator shall establish written procedures for the approval of events in accordance with this policy. The written procedures must be posted on the City's website in a prominent fashion.
- c. All requests for City Events and Economic Partner Events under this policy must be made in accordance with the procedures established by the City Event Administrator.
- d. City Event and Economic Partner Event requests will be reviewed on a first-come, first-served basis.
- e. City Event and Economic Partner Event requests do not need to be approved by the City for a potential City Event and Economic Partner Event date hold to be placed on the ArenaCo Event Schedule by the City Event Administrator.
- f. Priority consideration will be given to City-sponsored Event requests submitted by a Sponsor Organization.
- g. All planning, coordination, financing, and agreements related to event aesthetics and design, public communications, promotion, sponsorship, hiring of entertainment and/or speakers, and other similar logistical elements are the sole responsibility of the respective Sponsor Organization, Co-sponsor Organization, or Economic Partner Organization managing the event.

6. City-sponsored Events

- a.** Within sixty days following an approved City-sponsored Event, the respective Sponsor Organization Event must provide the City Event Administrator with the following information to be posted on the City website within ninety days of the event:
 - i.** Total City Event attendance figure;
 - ii.** City Event sponsors and other sponsor donations;
 - iii.** Final City Event Revenue total and Expense total figures;
 - iv.** Programs/activities receiving funds from the event;
 - v.** Details of the community benefit (financial or other) as they relate to one or more of the public purposes listed in Section 4 of this policy.

7. Co-sponsored City Event

- a.** All approved Co-sponsored City Events are subject to contract and insurance terms and requirements set forth by the city.
- b.** A Co-sponsor Organization must enter into an Agreement with the City regarding an approved Co-sponsored City Event. The Agreement will include a term that makes the Co-sponsor Organization solely responsible for the total amount of City Event Expenses determined by ArenaCo or any other related City Event costs that may exceed the City Event Revenue, unless the parties agree otherwise in the Agreement.
- c.** Any costs associated with the cancellation or rescheduling of Co-sponsor City Event are the sole responsibility of the respective Co-sponsor Organization managing the event.
- d.** If the City has entered into an Agreement with a Co-Sponsor Organization to retain a percentage of the City Event Revenue net receipts, any costs associated with the cancellation or rescheduling of a City Event will be borne by both the City and Co-sponsor Organization pursuant to the terms of the Agreement.
- e.** If a City Event must be rescheduled, the respective Co-Sponsor Organization managing the event shall work with the City Event Administrator to secure a new event date and shall not secure a new date with ArenaCo directly.
- f.** Within sixty days following an approved Co-sponsored City Event, the Co-sponsor Organization managing the event must provide the City Event Administrator with the following to be posted on the City website within ninety days of the event:

- i. Total attendance figure;
- ii. Final City Event Revenue total and Expense total figures;
- iii. Details of the community benefit (financial or other) as they relate to one or more of the public purposes listed in Section 4.a. of this policy.

8. Economic Partner Events

- a. Economic Partner Events are subject to contract and insurance terms and requirements set forth by ArenaCo.
- b. Any costs associated with the cancellation or rescheduling of an Economic Partner Event are the sole responsibility of the respective Economic Partner Organization managing the event.
- c. If an Economic Partner Event must be rescheduled, the respective Economic Partner Organization managing the event shall work with the City Event Administrator to secure a new event date and may not secure a new date with ArenaCo directly.
- d. Within sixty days following an approved Economic Partner Event, the Economic Partner Organization managing the event must provide the City Event Administrator with the following to be posted on the City website within ninety days of the event:
 - i. Total attendance figure;
 - ii. Details of the community benefit (financial or other) as they relate to one or more of the public purposes listed in Section 4.b. of this policy.

9. City Event and Economic Partner Event Prohibitions

- a. A City Event cannot inhibit, benefit, or promote religious activities and must be non-discriminatory in membership and participation.
- b. A City Event cannot promote or benefit political advocacy activities, whether for or against a political candidate or ballot measure.
- c. The City Event Administrator and the City Manager or the City Manager's designee shall not approve an event if:
 - i. The event has been the subject of active negotiations or a valid contract between ArenaCo and any other party (excluding the City) within three months before the City's approval is sought; or

- ii.** The event is the subject of active negotiations or a valid contract between ArenaCo. and any other party (excluding the City) at the time that the City's approval is sought.
- d.** Under section 1.2(A) of the AMOLA, ArenaCo has the right to require the City to not include as a primary feature of a City Civic Event a performance by a performer that is normally booked in entertainment centers if ArenaCo demonstrates that ArenaCo is actively attempting to attract or has within the past 6 months actively attempted to attract, such performer to perform at the Arena.