



## **CITY OF HUGHSON DONATION AND GIFT POLICY**

### **A. PURPOSE:**

The purpose of this policy is to establish a formal process for acceptance and documentation of donations and gifts made to the City. This policy provides guidance when individuals, community groups, and businesses wish to make donations to the City. This policy also establishes the standards for City employees and City officials regarding the acceptance of gifts during the performance of City business.

### **B. DEFINITIONS:**

1. Donation: a contribution made to the City without expectation of goods, services, or significant benefit or recognition in return. Donations may be offered in the form of money or contributions of real or personal property. A donation may be undesignated, where the donor has placed no limitation on its use, or designated, where the donor has designated its use to a specific purpose (e.g., City sponsored events like National Night Out, Tent or Trunk and Treat, etc.). Donations that, if accepted, would obligate the City to enter into a service, procurement, or other agreement shall not be considered a donation.
2. Gift: Any payment or other benefit that confers a personal benefit on the recipient for which they have not provided equal or greater consideration to the donor.
3. Donor: Any organization or individual who provides the City with a donation.
4. Donation Agreement: An agreement between the City and the donor that details any restrictions on a donation as well as the respective obligations of the donor and the City.

### **C. GENERAL PROVISIONS:**

1. The City welcomes undesignated donations, and designated donations, that enhance City services, programs, activities, and/or events, reduce costs that the City would incur in the absence of the donation, or that otherwise provide a benefit to the City. The City may decline any donation without comment or cause.
2. Donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of Hughson. The City must always consider the public trust and comply with all applicable laws when accepting donations. Donations may not be used for personal financial gain of any City elected or appointed official, or employee.

3. Employees and/or elected officials of the City shall follow the provisions listed in City of Hughson Ordinance No. 04-03, Code of Ethics and City of Hughson Resolution No. 04-56, Conflict of Interest Code as they relate to the receipt of gifts.
4. Anonymous gifts shall be delivered to the City Manager for appropriate disposition.
5. Gifts offered for gratuitous purposes (e.g., holiday gift baskets, etc.) to any employee, department or the City shall be made available to benefit all employees.
6. This policy does not prohibit a City official from accepting anything of value by way of a gift when such a gift is made to and accepted on behalf of, the City of Hughson. All such gifts to the City shall be forwarded to the City Manager for compliance with this policy whenever possible; the City Manager will ensure that all such gifts are shared by all City staff.
7. Under the Political Reform Act, public officials and employees are required to disclose certain personal financial holdings as outlined in California Government Code sections 81000-91014. The Fair Political Practices Commission requires all public officials and employees to file a 'conflict-of-interest statement,' known as Form 700. In Schedule D of Form 700, details requirements in reporting gifts of a dollar value and shall be used.
8. Donors shall not expect, nor shall the City grant, any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.

#### **D. PROCEDURES:**

All donations to the City, including offers to employees related to the City, shall immediately be submitted for consideration for acceptance. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine if the benefits to be derived warrant acceptance of the donation. The following points list the threshold amounts for donation acceptance.

##### **1. Acceptance of Donations:**

- a. Designated, and undesignated donations of \$1,000 or less may be accepted by the City Manager. Designated, and undesignated donations of more than \$1,000 must be brought to the City Council for approval and acceptance. The City Manager may only accept or decline any donation after consideration of an immediate or initial expenditure, and consideration of the potential and extent of the City's obligation to maintain, match or supplement the donation. The City Manager may choose to request City Council consideration of any donation.
- b. The City Council shall consider proposed donations beyond authority of the City Manager set forth above. The City Council may accept or decline any donation at its sole discretion.
- c. Before acceptance of any donation, a *Donation Acceptance Form*, or other

applicable form, is required to be completed by the City Manager's Office. A sample Donation Acceptance Form is attached as Exhibit A.

- d. Before acceptance of a designated or an undesignated donation valued at more than \$1,000, which requires the acceptance of the City Council, the respective obligations of the donor and the City shall be set forth in a donation agreement. A sample donation agreement is attached as Exhibit B. The City Manager or City Council may require donation agreements for donations valued at any amount.
- e. When donations with a value more than \$100 are accepted, or upon the request of the donor, the City will issue the donor a receipt indicating the amount of the donation within 30 days of receiving the donation. The donation receipt will also include the date of the donation, the name of the donor, the purpose of the donation (if a designated donation) and note that the donor received no goods or services in exchange. The original receipt shall be submitted to the donor and the City shall retain a copy. A sample donation receipt is attached as Exhibit C.

2. Distribution of Donations and Gifts:

- a. Tangible items will be distributed to appropriate City departments for use or, at the discretion of the Department Director or City Manager, disposed of in an appropriate manner according to this policy.
- b. Donations of cash for designated donations will be deposited into the appropriate revenue account for the designated City service, program, activity, and/or event.
- c. Donations of cash for undesignated donations under \$1,000 will be deposited into the City's General Fund donation account. Undesignated donations in an amount over \$1,000 will be distributed at the direction of City Council.

3. Dissemination of Information:

- a. A list of accepted donations shall be forwarded for information on an annual basis to the City Council by the City Clerk's Office.
- b. A copy of each *Donation Acceptance Form* for accepted donations, and a copy of each donation receipt shall be forwarded for information to the Finance Department.
- c. Each original *Donation Acceptance Form* shall be maintained by the City Clerk's Office.

**CITY OF HUGHSON, CALIFORNIA**

**DONATION AND GIFT POLICY ACKNOWLEDGEMENT**

I have received and read the City of Hughson Donation and Gift Policy and understand its provisions. I further understand that when I sign this acknowledgement form it will be placed in my personnel file.

---

**Employee (PRINT NAME)**

---

**Signature**

---

**Date**



## CITY OF HUGHSON DONATION ACCEPTANCE FORM

Name of Donor: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of donation: \_\_\_\_\_  
\_\_\_\_\_

Donor estimate of current value: \_\_\_\_\_

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:  
\_\_\_\_\_  
\_\_\_\_\_

Intended use: \_\_\_\_\_  
\_\_\_\_\_

Conditions of acceptance or donor designation: \_\_\_\_\_  
\_\_\_\_\_

Remarks: \_\_\_\_\_

**Please Circle One:                      ACCEPTED / DENIED**

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager's Signature

\_\_\_\_\_  
Date Submitted to Council

\_\_\_\_\_  
Date Approved/Denied by Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor's Signature (if applicable)

cc:     *City Council, Finance Department, City Clerk*

Resolution No. #####-## Approved by the Hughson City Council on DATE



## CITY OF HUGHSON STANDARD DONATION AGREEMENT

The undersigned Donor wishes to make a donation to the City of Hughson as described in more detail below.

Donor is (check and complete all that apply):

- ☐ Donating \$ \_\_\_\_\_ in a lump sum.
- ☐ Donating \$ \_\_\_\_\_ in \_\_\_\_\_ (monthly, quarterly, annually, etc.) payments of \$ \_\_\_\_\_ in \_\_\_\_\_ installments.
- ☐ Donating the following (describe products, services, real property, etc.):

---

---

*Check the following boxes if applicable:*

- ☐ The City's acceptance of the donation described above is subject to the conditions specified on *Attachment 1*.
- ☐ This donation is designated to the following use(s):
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ This donation is being made at the request of Councilmember/City Staff Member.

Name: \_\_\_\_\_

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

|                         | City of Hughson | Donor |
|-------------------------|-----------------|-------|
| Primary Representative: |                 |       |
| Address:                |                 |       |
| Telephone:              |                 |       |
| Email:                  |                 |       |

In addition to the foregoing, Donor and City understand and agree that:

1. The City will provide Donor with a donation receipt indicating the amount of the donation or estimated value of goods or services donated within 30 days of receiving the donation.
2. Except as provided above, the City may use the donation in any manner at its sole discretion and Donor has no right or obligation to control the City's use of the donation.
3. Donor has not and will not receive any goods or services in exchange for the donation and the City will not grant any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
4. Donor confirms that unless indicated otherwise above this donation is not made at the behest of a City Councilmember, or any City staff member.

IN WITNESS WHEREOF, The parties hereto have executed this agreement.

**Donor**

\_\_\_\_\_

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
Date

**City of Hughson**

\_\_\_\_\_  
Merry Mayhew, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Ashton Gose, Deputy City Clerk

\_\_\_\_\_  
Date

AS APPROVED TO FORM:

\_\_\_\_\_  
Daniel Schroeder, City Attorney

\_\_\_\_\_  
Date



## **City of Hughson Donation Receipt**

---

Donation Date: \_\_\_\_\_

Donor Name: \_\_\_\_\_

Donor Address: \_\_\_\_\_

☐ a monetary contribution of \$ \_\_\_\_\_

☐ a non-monetary contribution consisting of:

[describe goods, services, property, etc.]

\_\_\_\_\_  
\_\_\_\_\_

*No goods or services were provided by the City of Hughson in return for the contribution.*

The City sincerely appreciates your donation.

\_\_\_\_\_

City Manager