

The Corporation of the Township of Centre Wellington


By-law 2023-04

A By-law to Adopt the Community Partnership Program for the Township of Centre Wellington
Sponsorship and Naming Rights Policy


Now Therefore the Council of the Corporation of the Township of Centre Wellington hereby enacts as follows:

1. The Policy provides a framework for the Township of Centre Wellington to administer and manage the Community Partnership Program, including Sponsorship and Naming Rights, attached as Schedule "A" is hereby adopted.
2. This By-law shall come into force and take effect upon its final passing.

Read a first, second and third time and finally passed this 30th day of January, 2023.



Mayor – Shawn Watters



Clerk – Kerri O'Kane

Schedule A

By-law 2023-04

Community Partnership Program for Township of Centre Wellington Sponsorship and Naming Rights Policy

1. PURPOSE:

The purpose of this Policy is to provide a framework for the Township to administer and manage the Community Partnership program, including sponsorship and naming rights opportunities.

All sponsorships and naming rights shall be consistent with the Township's vision, mission and values and will not compromise or contradict any by-law or policy of the Township or reflect negatively on the Township's public image.

2. APPLICATION and SCOPE:

2.1 The Policy applies to all Sponsorship and Naming Rights agreements between the Township and community partners, businesses, not-for-profit organizations and individuals that contribute either financially or in-kind to the Township in return for recognition, public acknowledgement, or other promotional considerations.

2.2 Sponsorship can be sought by the Township for:

Township Assets that are services, programs, initiatives, attractions, special events, amenities or facilities that are owned, operated, managed, hosted or supported by the Township;

2.3 Naming Rights may be sought by the Township for:

- a) The sub-component of a Township Asset (i.e. interior arenas, pools, gym, lobbies, meeting rooms, outdoor rinks, sports fields, dog parks, trails etc.); and
- b) The exterior of a Township asset such as buildings, facilities, and outdoor spaces.

2.4 EXCEPTIONS:

The policy does not apply to:

- a) Events hosted by Members of Council;
- b) Philanthropic contributions, gifts or donations in which property is voluntarily transferred by a third party to the Township of Centre Wellington without expectation of return;
- c) Independent foundations, registered charitable organizations or Not for Profits that the Township may receive benefit from;
- d) Township Sponsorship of external projects where the Township provides funds to an organization or where the Township is one of the multiple partners involved in hosting an event;
- e) Third parties who hold temporary permits with the Township for activities or events;
- f) Sale of advertising or signage space on Township-owned facilities and printed materials, which involves the purchase of advertising space sold at marketplace rates;
- g) Strategic alliances, strategic partnerships, tenant-landlord relationships, pouring rights, concession contracts, other contracts in accordance with the Township's Purchasing by-law, development agreements, cooperative marketing initiatives or other partnership agreements managed by the Township; and,
- h) Sponsorship and Naming Rights that pre-date this Policy

3. OUTCOMES:

3.1 A standardized approach and consistent evaluation framework for Sponsorships and Naming Rights;

3.2 Increase the number of Sponsorships and Naming Rights opportunities secured for community and economic benefit; and

3.3 The corporate values, image, assets, and interests of the Township are safeguarded.

4. MANDATORY REQUIREMENTS

4.1 General Provisions

- a) All Sponsorships and Naming Rights shall be consistent with the Township's corporate vision, mission and values and will not compromise or contradict any by-law or policy of the Township, not contravene any federal or provincial law or regulation or reflect negatively on the Township's public image;
- b) Sponsorship and Naming Rights opportunities shall be presented in an open, fair and equitable manner;
- c) Sponsorship and Naming Rights proposals shall be in writing and outline the marketing benefits to be exchanged between both parties and the term (duration) of the sponsorship;
- d) Recommendations shall demonstrate that the appropriate level of due diligence has been undertaken including market research and a valuation of the asset or program that is proposed to be sponsored or named;
- e) Sponsorships and Naming Rights will be directly solicited by the Community Services Department;
- f) The Township reserves the right to refuse to enter into agreements for any Sponsorships or Naming Rights that originally may have been openly solicited by the Township;
- g) The Township will determine on a case by case basis if the Sponsorship or Naming Rights opportunity is a single source or competitive bid process;
- h) Unsolicited Sponsorship or Naming Rights proposals received by the Township will be reviewed and evaluated in compliance with Township's policies and procedures;
- i) The Township reserves the right to reject any unsolicited Sponsorships or Naming Rights that have been offered to the Township;
- j) Past agreements should not be regarded as a commitment for future agreements;
- k) In entering into an agreement, the Township does not endorse a Sponsor's products, services, or views;
- l) In compliance with Township policies, the Township reserves the right to terminate, at its sole discretion, an existing Sponsorship or Naming Rights agreement, should conditions arise that make it no longer in the best interests of the Township or otherwise not in compliance with Township policy;
- m) The agreement shall provide that the Sponsor shall not use the Township's intellectual property or otherwise commit any act which the Township determines, in its sole and unfettered discretion, to be objectionable and/or a risk to the Township's reputation, integrity, image or rights; and
- n) The Term of Sponsorship agreements shall not exceed 10 years.

4.2 Criteria for Sponsorship and Naming Rights

- a) The Township will not solicit or accept Sponsorships or Naming Rights from companies whose reputation could prove detrimental to the Township's public image;
- b) The Township will not solicit or accept Sponsorships or Naming Rights from companies whose main business is derived from:
 - i. The sale of tobacco, cannabis or vaping products;
 - ii. Religious or political groups or factions or organizations or advocates;
 - iii. Companies that sell or promote pornography;
 - iv. The support of/or involvement in the production, distribution, and sale of weapons and other life-threatening products;
 - v. Companies that present imaging or messaging that is derogatory, prejudicial, harmful or intolerant of any specific group or individual as defined in the Ontario Human Rights Code;
 - vi. Entities that are in a legal dispute and/or otherwise disqualified from doing business with the Township;
 - vii. Entities currently not in good standing with the Township (i.e., current violation of by-law, under litigation, or in arrears);
 - viii. Expressly or by implication endorse a political party, elected representative, or candidate from any levels of government;
 - ix. Agreements should not influence or be perceived to influence day-to-day business of the Township;
 - x. The relationship must not cause a Township employee or Member of Council to receive any product, service or asset for personal gain or use (directly or indirectly);
 - xi. The Township must remain in control over the planning, delivery, management of the subject of the Sponsorship or Naming Rights; and

- xii. Entities that represent a business that makes or sells alcohol will only be considered for Sponsorship or Naming Rights opportunities where the majority of participants are eighteen (18) years of age or older.

4.3 Conditions of Sponsorship and Naming Rights

- a) Agreements must be arranged for a fixed term, benefits expressly stated in the agreement, and any agreement is non-transferrable without the written consent of the Township;
- b) Recognition shall not unduly detract from physical attributes, character, integrity, or safety of the property or reasonably interfere with its enjoyment or use;
- c) Naming Rights agreements must consider the cost and impact of changing existing signage and rebuilding community recognition, and incorporate those costs into the agreement;
- d) Any Sponsorship or Naming Rights use shall respect the use of the Township's name, logo, and emblems;
- e) Acceptance shall be based on, but not limited to, the following criteria:
 - i. Value of the product, services, and monetary value provided to the Township;
 - ii. Consistent with the vision, policies, and goals of the Township;
 - iii. Must enhance the development, delivery, awareness, or continuance of one or more Township program, service, or property.

4.4 The Sponsorship and Naming Rights Advisory Working Group

- a) The Sponsorship and Naming Rights Advisory Working Group serves to ensure the Township-wide Sponsorship and Naming Rights program is aligned with corporate objectives.
- b) The membership of the Staff Working Group includes:
 - i. Chief Administrative Officer;
 - ii. Managing Director of Community Services
 - iii. Managing Director of Corporate Services
 - iv. Manager of Community Development
 - v. Community Development Coordinator

4.5 Approval of Agreements

- a) Through the Delegation of Authority By-law, Township staff are authorized to enter into Sponsorship and Naming Rights Agreements based on preauthorized limits and in accordance with this Policy.
- b) The value of any Sponsorship and Naming Rights Agreement shall be the aggregate of all monies and value of goods and/or services that might be given over the term of the agreement including any renewals or extensions.
- c) The values included in Sponsorship and Naming Rights Agreements will be based on approvals within the Township's Fees & Charges By-law.
- d) Township Council approval is required for any agreement that does not satisfy the provisions of this Policy.

5. Roles and Responsibilities

5.1 Sponsorship Advisory Working Group

- a) Responsible for setting the strategic planning of sponsorship for the Township;
- b) Assessing new opportunities against the vision and values for the Township and strategic alignment with Council priorities;
- c) Identifying areas of potential interdepartmental collaboration;
- d) Ensuring openness and equitable opportunities for sponsorship;
- e) Ensuring value to citizens, businesses, and the Corporation;
- f) Ensuring that all agreements properly reflect the Township's best interests and those specific deliverables of the participating Departments; and
- g) Ensuring the Community Services Department has sufficient resources (staff and financial) to service the sponsorship offering without compromising the effective delivery of municipal services.

5.2 Community Services Department (Community Development Division)

- a) Soliciting Township-wide Sponsorship and Naming Rights opportunities and managing all aspects of a proposal or request including due diligence, asset analysis and value assessment;
- b) Managing all aspects of Agreement, including approvals, execution, reporting, performance, administration and recognition (subject to the Delegation of Authority By-law);
- c) Ensuring that all relevant by-laws and policies are adhered to, appropriate consultation and approval authorities are respected, and where applicable that insurance, indemnification, ethical scans, and permits have been obtained;
- d) Ensuring that all agreements properly reflect the Township's best interests and those specific deliverables of the participating Departments;
- e) Ensuring that all agreements are in compliance with the provisions in this Policy;
- f) Maintaining a log of all Agreements and maintaining communications with the Sponsor.

5.3 Township Council

- a) All agreements that do not comply to the policy require approval of Council; and
- b) Council will be provided a listing of agreement signed annually through a staff report.

6. Monitoring and Compliance

- 6.1 Through the Delegation of Authority By-Law, an annual report to Council on the agreements signed, total value of Sponsorship contributions (in-kind and cash), and Naming Rights will be presented.
- 6.2 All Agreements are to be prepared or reviewed by the Township, using an approved legal form consistent with the size, complexity and scope of the Sponsorship or Naming Rights.
- 6.3 All Agreements shall be approved by the applicable Township staff pursuant to the Delegation of Authority By-Law .
- 6.4 All Agreements must be confirmed through a written Agreement outlining the benefits, role and responsibilities, fees, duration, and other agreed terms of the arrangement.
- 6.5 Consequences of non-compliance
 - a) Failure to follow this Policy may result in reputational risk to the Township and:
 - i. Missed sponsorship and naming rights opportunities;
 - ii. Delays in securing agreements; and
 - iii. Multiple and inconsistent approaches to sponsorship and naming rights across assets.

7. Definitions

- 7.1 "Advertising" refers to a commercial message directed at a specific audience, usually paid for by the advertiser and with no implied association between the advertiser and the organization offering the advertising opportunity;
- 7.2 "Council" means the Council of the Township of Centre Wellington;
- 7.3 "Donation" refers to a voluntary transfer of cash or property such as securities, gifts, services in-kind that is made without acceptance of any benefit of any kind accruing to the donor or any individual or organization designated by the donor. A donation is eligible for an official charitable donation receipt. Also referred to as Corporate Giving;
- 7.4 "In-Kind" refers to a transaction involving a good or service that is provided to a project where no money is exchanged between the two organizations. In-kind services may be in the form of a sponsorship or a donation;
- 7.5 "Naming Rights" refers to contractual agreement for a defined period of time where a third party provides goods, services, or financial contribution in return for access to the commercial/marketing potential associated with rights for the inclusion and public display of the third party's name as part of the name of a Township Asset or subcomponent of a Township Asset;
- 7.6 "Sponsor" refers to the business, non-for-profit organization or individual that enters into an Agreement to contribute financially or in-kind to the Township in exchange for the rights to a public association with a Township Asset,

- 7.7 “Sponsorship” refers to a marketing-oriented, contracted arrangement that involves the payment of a fee or payment in-kind by a company in return for the rights to a public association with an activity, item, person or property for mutual commercial benefit. Sponsorships can come in the form of financial assistance, non-cash goods or a contribution of skills or resources. Sponsorships are not eligible for charitable income tax receipts;
- 9.8 “Sponsorship Advisory Working Group” refers to the oversight body for the Township Sponsorship program. Members include the Chief Administrative Officer, Managing Director of Community Services, Managing Director of Corporate Services, Manager of Community Development, and the Community Development Coordinator.
- 9.9 “Township” refers to the Corporate of the Township of Centre Wellington.
- 9.10 “Township Asset” refers to an item, object, thing (including a service, program, event or activity) or real estate property owned by the Township.