



## Sponsorship Policy

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### Table of Contents

Part 1 - Background.....	2
Part 2 - Purpose .....	2
Part 3 - Outcomes.....	2
Part 4 - Definitions .....	2
Part 5 - Application and Scope .....	4
Part 6 - Mandatory Requirements .....	5
Part 7 - Roles and Responsibilities for Administering this Policy .....	7
Part 8 - Monitoring and Compliance .....	8
Part 9 - City Assets Approved for Naming Rights Opportunities.....	8

## Part 1 - Background

Sponsorship is the overarching term describing a marketing-oriented, contracted arrangement where a third party provides financial or In-Kind contributions in return for recognition, public acknowledgement, or promotional considerations.

This Policy recognizes two forms of Sponsorship:

- Community Program Sponsorship supports Community Programs such as City-run services, events, or initiatives. It involves financial or In-Kind support provided in exchange for recognition or public association, without naming rights.
- Naming Rights Sponsorship grants the right to publicly display a third party's name on a City Asset or sub-component of a City Asset (such as buildings, facilities, or amenities) for a defined period, in exchange for financial support.

## Part 2 - Purpose

This Policy provides a clear framework for managing Sponsorship opportunities related to City Assets and Community Programs. It ensures fair and transparent administration of these partnerships to benefit both the City and the community while upholding the City's values and public image.

## Part 3 - Outcomes

- 3.1 Generate a new ancillary revenue stream to assist in funding municipal priorities by leveraging City investments in community facilities and programs;
- 3.2 Create meaningful partnerships that help Sponsors achieve their business objectives, enhance brand visibility, and connect with the community in a lasting and impactful way;
- 3.3 Outline the criteria and processes to assess potential Sponsorship opportunities, providing clear direction for responding to Sponsorship requests;
- 3.4 Encourage consistent decision-making on accepting or declining Sponsorship opportunities to ensure alignment with the City's Strategic Priorities and Opportunities; and
- 3.5 Safeguard the City's corporate values, image, assets, and interests.

## Part 4 - Definitions

- 4.1 **Advertising:** A commercial message directed toward a specific audience, typically paid for by the advertiser, with no implied association between the advertiser and the organization offering the advertising opportunity.
- 4.2 **Agreement:** A formal, legally binding contract between the City and a Sponsor outlining the terms, conditions, and obligations of a Sponsorship arrangement.

- 4.3 **City:** The Corporation of the City of North Bay.
- 4.4 **City Asset:** A facility, building, outdoor space, physical infrastructure, or component thereof that is owned and operated by the City of North Bay.
- 4.5 **Commemorative Naming:** Naming a City Asset or real estate property to recognize a significant historical event or occurrence.
- 4.6 **Community Program:** A service, program, initiative, attraction, event or festival managed by the City of North Bay.
- 4.7 **Council:** The municipal Council of the City of North Bay.
- 4.8 **Donation (Gift):** A contribution of cash, goods, or services provided voluntarily to support City Assets, events, or programs, without expectation of recognition in return.
- 4.9 **Grant:** A financial contribution given to the City by a government body, foundation, or other organization to support specific projects, programs, or City Assets.
- 4.10 **Honorific Naming:** The naming of a City Asset in recognition of significant philanthropic support, volunteer service, or contributions to the community by an individual, organization, or service club.
- 4.11 **In-Kind:** 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.
- 4.12 **Policy:** Refers to this Sponsorship Policy, which provides a clear framework for managing Sponsorship opportunities related to City Assets and Community Programs.
- 4.13 **Sponsor:** An external business, organization, or individual that enters into an Agreement with the City to provide financial or In-Kind support in exchange for public recognition or association with a City Asset or Community Program.
- 4.14 **Sponsorship:** A marketing-oriented arrangement in which a Sponsor provides financial or In-Kind support to the City in exchange for recognition, association, or promotional opportunities. Sponsorship may take the form of:
  - 4.14.1 **Community Program Sponsorship:** Financial or In-Kind support provided in exchange for recognition or public association with a City-run service, program, event, or initiative without naming rights.
  - 4.14.2 **Naming Rights Sponsorship:** A contractual agreement for a defined period of time where a third party provides 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 City Asset or subcomponent of a City Asset.
- 4.15 **Term:** The start and end dates of the agreement and may include provisions for renewal, extension, or early termination.

## Part 5 - Application and Scope

- 5.1 This Policy applies to all Sponsorship arrangements between the City and businesses, not-for-profit organizations and individuals that contribute either financially or In-Kind to the City, except as described in [section 5.4](#).
- 5.2 **Community Program Sponsorship may be sought for:**
  - 5.2.1 Community Programs such as services, programs, initiatives, attractions, events or festivals that are owned, operated, and managed by the City.
- 5.3 **Naming Rights Sponsorship may be sought for:**
  - 5.3.1 The exterior of a City Asset such as buildings/ facilities/ outdoor spaces; and
  - 5.3.2 The sub-component of a City Asset (i.e. amenities such as rinks, dressing rooms, meeting rooms, etc).
- 5.4 **Exceptions - This Policy does not apply to:**
  - 5.4.1 Honorific or Commemorative Naming, which recognizes individuals, groups, or events for significant contributions, community service, or historical importance, and is not associated with commercial Sponsorship. These namings will continue to be considered on a case-by-case basis requiring Council approval;
  - 5.4.2 Philanthropic contributions, or Donations in which property is voluntarily transferred by a third party to the City of North Bay without expectation of recognition in return;
  - 5.4.3 Sale of Advertising or signage space on City-owned facilities and printed materials;
  - 5.4.4 Independent foundations, registered charitable organizations, or service clubs that the City may receive benefit from;
  - 5.4.5 Financial contributions provided to or received by the City through Grant programs, which may be subject to separate agreements or conditions set by the funding body;
  - 5.4.6 Where the City acts as Sponsor of external projects where the City provides funds to an organization or where the City is one of multiple partners involved in hosting an event;
  - 5.4.7 Strategic alliances, strategic partnerships, tenant-landlord relationships, pouring rights, concession contracts, other contracts in accordance with the City's Purchasing by-law, cooperative marketing initiatives or other partnership agreements managed by the City;

- 5.4.8 City Assets or City Programs with existing Honorific, Commemorative, or Sponsorship names, or with approved Sponsorship, Naming Rights, or Advertising Agreements that pre-date this Policy; and
- 5.4.9 City Assets or City Programs that the City determines to enter into mutually beneficial Sponsorship Agreements with local non-profit organizations and/or service clubs.

## **Part 6 - Mandatory Requirements**

### **6.1 General Provisions**

- 6.1.1 All Sponsorships shall be consistent with the City's Strategic Priorities and Opportunities and will not compromise or contradict any by-law or policy of the City, or reflect negatively on the City's public image;
- 6.1.2 Sponsorship opportunities shall be presented and made available in an open, fair and equitable manner;
- 6.1.3 Sponsorship proposals shall be in writing and outline the marketing benefits and value to be exchanged between both parties and the Term of the Sponsorship;
- 6.1.4 Recommendations for sponsorship revenue shall demonstrate that the evaluation is supported by appropriate research, reflects the type of asset, and considers Community Impact;
- 6.1.5 Community Program Sponsorship revenue will be accounted for in the department responsible for the Community Program receiving the Sponsorship benefit;
- 6.1.6 Naming Rights Sponsorship revenue may be recognized partially within the operating budget and the assets life cycle reserve;
- 6.1.7 The City reserves the right to refuse to enter into Agreements for any Sponsorships that are initiated and solicited by the City;
- 6.1.8 The City will determine on a case-by-case basis if the Sponsorship opportunity is a competitive process;
- 6.1.9 The City reserves the right to reject any unsolicited Sponsorships that have been offered to the City;
- 6.1.10 Past and current Agreements should not be regarded as a precedent for future Agreements;
- 6.1.11 In entering into an Agreement, the City does not endorse a Sponsor's products, services or views;
- 6.1.12 The Sponsor shall not commit any act which the City determines, in its sole and unfettered discretion, to be objectionable and/or a risk to the City's reputation,

integrity, image or rights;

- 6.1.13 The City reserves the right to terminate, at its sole discretion, an existing Sponsorship Agreement, should conditions arise that make it no longer in the best interests of the City or otherwise not in compliance with City policy; and
- 6.1.14 The Agreement shall provide that the Sponsor shall not use the City's intellectual property without the City's approval.

## 6.2 Criteria for Sponsorship

- 6.2.1 Consistent with [section 6.1.8](#), Naming Rights Sponsorship opportunities may be established through:
  - a) Request for proposals;
  - b) City-initiated solicitation;
  - c) Sponsor-initiated solicitation.
- 6.2.2 The City will not solicit or accept Sponsorships from companies whose reputation could prove detrimental to the City's public image;
- 6.2.3 The City will not solicit or accept Sponsorships from companies whose main business is derived from:
  - a) The sale of tobacco, cannabis or vaping products;
  - b) Religious or political groups or factions or organizations or advocates;
  - c) Companies that sell or promote pornography;
  - d) The support of/or involvement in the production, distribution, and sale of weapons and other life-threatening products;
  - e) Companies that present imaging or messaging that is derogatory, prejudicial, harmful or intolerant of any specific group or individual;
  - f) Entities that are in a legal dispute and/or otherwise disqualified from doing business with the City.
- 6.2.4 Agreements should not influence or be perceived to influence day-to-day business of the City;
- 6.2.5 The relationship must not cause a City employee or member of Council to receive any product, service or asset for personal gain or use; and
- 6.2.6 The City must remain in control over the planning, delivery, management of the City Asset receiving the Sponsorship.

## 6.3 Conditions of Sponsorship

- 6.3.1 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 City;

- 6.3.2 Recognition shall not unduly detract from physical attributes, character, integrity, or safety of the property or reasonably interfere with its enjoyment or use;
- 6.3.3 Naming Rights Sponsorship Agreements must consider the cost and impact of changing existing signage and rebuilding community recognition, and incorporate those costs into the Agreement;
- 6.3.4 Acceptance of Sponsorship Agreements shall be based on, but not limited to, the following criteria:
  - a) The value of the product, services, or financial contribution provided to the City;
  - b) The length of Term;
  - c) Alignment with the City's Strategic Priorities and Opportunities; and
  - d) Enhancement of the development, delivery, awareness, or sustainability of one or more City programs, services, or properties.

## **Part 7 - Roles and Responsibilities for Administering this Policy**

### **7.1 City Council**

- 7.1.1 Approving City Assets eligible for Naming Rights as defined by section [5.3.1](#) and [5.3.2](#);
- 7.1.2 Approving Agreements for Naming Rights Sponsorships as defined by sections [5.3.1](#) and [5.3.2](#) based on recommendations provided by staff to Council;
- 7.1.3 Authorize City staff to identify Community Program Sponsorship opportunities and execute Community Program Sponsorship arrangements as defined by section [5.2.1](#) in compliance with the Delegation By-Law.

### **7.2 City Solicitor (or delegate[s])**

- 7.2.1 Review and approve the form of all Sponsorship Agreements.

### **7.3 Director of Community Services (or delegate[s])**

- 7.3.1 Lead the strategic direction for Sponsorship opportunities across the City and will oversee the implementation and management of these initiatives in alignment with City priorities. The Director of Community Services may delegate responsibilities as appropriate;
- 7.3.2 Identify and pursue Sponsorship opportunities to maximize benefits for the City;
- 7.3.3 Manage the promotion and administration of Sponsorship opportunities;
- 7.3.4 In consultation with the City Solicitor, ensure that all relevant by-laws and policies are adhered to, appropriate consultation and approval authorities are respected,

and where applicable that insurance, indemnification, and permits have been obtained;

- 7.3.5 In consultation with the City Solicitor, ensure that all Agreements properly reflect the City's best interests and those specific deliverables of the participating Departments;
- 7.3.6 Ensure that all Agreements consider the provisions noted in this Policy; and
- 7.3.7 Responsible for maintaining a log of all Agreements and for maintaining communications with the Sponsor.

#### **7.4 Financial Services**

- 7.4.1 The Finance department is responsible for ensuring that the acceptance of sponsorship revenue is in compliance with this policy and the City's finance policies and procedures.

### **Part 8 - Monitoring and Compliance**

- 8.1 This Policy applies to all Community Program Sponsorships and Naming Rights Sponsorships between the City and businesses, not-for-profit organizations and individuals that contribute either financially or In-Kind to the City, with the exception of Sponsorship arrangements entered into prior to the adoption of this Policy.
- 8.2 All Agreements by way of this Policy are to be prepared or reviewed by the City, using a legal form consistent with the size, complexity and scope of the Sponsorship opportunity.
- 8.3 All Agreements by way of this Policy will include the following clause: "Where it is determined by the City in its sole discretion that the Sponsor is non-compliant with this Sponsorship Policy, the City at its absolute and sole discretion, may terminate the Sponsorship Agreement at no penalty to the City".

### **Part 9 - City Assets Approved for Naming Rights Sponsorship Opportunities**

- 9.1 City Staff will present Naming Rights Sponsorship opportunities to Council for approval on a case-by-case basis through a report to Council. The report will identify the specific City Asset or sub-component being proposed for Naming Rights, along with supporting rationale, terms, and alignment with this Policy.
- 9.2 Only City Assets that have been approved by Council will be considered eligible for Naming Rights.