



City of  
**Peterborough**

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**The Corporation of the City of Peterborough**

**Policy Number 0036**

**Sponsorship, Naming Rights and Advertising Policy**

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## **Part 1: Purpose**

The purpose, goals and objectives of the City's Sponsorship, Naming Rights and Advertising Policy as follows:

- 1.1 To generate non-tax revenue by working with community partners through Sponsorship, Naming Rights and Advertising, where appropriate;
  - 1.2 To provide an avenue for corporate partners to promote their company's brand or service by reaching out to audiences that utilize City services;
  - 1.3 To encourage competitive bidding where practicable;
  - 1.4 To ensure openness, accountability and transparency while protecting the best interests of the City of Peterborough;
  - 1.5 To provide clear direction to City staff who have Sponsorship, Naming Rights and Advertising responsibilities.
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## **Part 2: Application**

- 2.1 This Policy applies to all City owned Assets, programs and events.
  - 2.2 This Policy applies to all staff that are involved in or responsible for generating Sponsorship, Naming Rights or Advertising revenues.
  - 2.3 This Policy does not apply to:
    - a. The process for recognizing significant local events, people or geographic features through the naming of streets, parks and municipal buildings/facilities for which the City has a “Naming Policy” that outlines that process.
    - b. Gifts or unsolicited donations that are eligible for an income tax receipt.
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### Part 3: Definitions

**“Administrative Staff Committee”** means a committee comprised of the Chief Administrative Officer and the Directors of the City Departments, which has authority to award competitive bids as set out in this Policy.

**“Advertising”** means the purchase of space on City printed material and Assets, at events or in conjunction with a City program for a specific period of time with no entitlement to any additional benefits.

**“Agreement”** means a binding contract between the City and one or more other parties, which has been duly authorized and executed in accordance with this Policy.

**“Approval Authority”** means the specific authorization to proceed with Partnership arrangement.

**“Asset”** means a City facility, open space, vehicle, equipment, structure, or part thereof.

**“Award”** means the acceptance of a bid solicitation, or approval based on a single or sole source, in accordance with this Policy.

**“Chief Administrative Officer”** means the most senior staff position in the administrative structure and includes other employees that may be designated to act in this capacity.

**“City”** means The Corporation of the City of Peterborough.

**“Clerk”** means the City Clerk, or Deputy Clerk as appointed by City Council.

**“Company”** means a corporation, sole proprietorship or partnership.

**“Cooperative Sponsorship, Naming Rights and Advertising”** means coordination of City Sponsorship, Naming Rights and Advertising with other institutional organizations such as other municipalities, utility companies, school boards, hospitals and universities.

**“Corporate Sponsorship Coordinator”** means the position in Corporate Services that will lead the Sponsorship, Naming Rights and Advertising initiative, guiding other staff in the area of generating Partnership revenues where staff are available and in other cases, working with the City operating departments, generating the revenue, completing Agreement templates or working with the City Solicitor on Agreements, obtaining authorizing signatures, (including writing reports, if necessary).

**“Council”** means the Council of the City of Peterborough duly elected.

**“Director”** means the head of a Department within the Corporation of the City of Peterborough.

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“**Director of Corporate Services**” means the person who is charged with the responsibility of directing the affairs of the Corporate Services Department including the Treasurer’s responsibilities as set out in the **Municipal Act, 2001**.

“**Designate**” means the authorized designate of a person identified in this Policy who has specific approval or signing authority. Authorization to become a designate is effective only when made in writing by the person delegating the authority and must be approved by the Director of Corporate Services or the Chief Administrative Officer.

“**Manager**” means the Manager of a Division within the City of Peterborough.

“**Mayor**” means the duly elected Mayor of the City of Peterborough or the person(s) appointed by Council to act in the Mayor’s stead.

“**Municipal Councillor**” means the individual elected as a Councillor or Mayor for the City.

“**Naming Right**” means the exclusive Partnership to name a City Asset. The Partnership is documented in an agreement and has a specified end date. This is different than naming a City Asset with the City’s Naming Policy, wherein, an Asset can be named to recognize significant people and has no specified end date.

“**Partner**” means the external party in a Partnership.

“**Partnership**” means a mutually beneficial arrangement between the City and an external party wherein the external party contributes funds, good or services to the City in exchange for a Sponsorship, Naming Right or Advertising opportunity.

“**Proponent**” means a person or Company that submits a Proposal.

“**Single Source**” means a situation where there is more than one potential Partner, but a partner is selected without a Bid Solicitation.

“**Sole Source**” means a situation where there is only one known Partner of the particular Sponsorship.

“**Sponsor**” means a Partner with the City in a Sponsorship arrangement.

“**Sponsorship**” means a Partnership in return for recognition, acknowledgement or other promotional consideration regarding a City program, event, web-site, social media, publication or activity.

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## **Part 4: Sponsorship, Naming Rights and Advertising Principles**

### **4.1 Community Involvement in Sponsorship, Naming Rights and Advertising**

The City's Sponsorship, Naming Rights and Advertising initiative will be a positive collaboration between the City and its corporate Partners to enhance the City's service level and benefit the Partners by providing opportunities to reach their existing and potential customers.

### **4.2 Audience Fit**

The City will endeavor to match its Partners with the City's audience needs and interests to maximize the Partner's exposure and encourage a high level of interest.

### **4.3 Use of Sponsorship, Naming Rights and Advertising revenues**

Sponsorship, Naming Right and Advertising revenues are subject to a constantly changing economic environment. Caution should be taken in reducing net budget requirements for core programs and services. Partnership revenues may enhance service delivery but also be used to fund one-time costs that can be scaled back in a year when Partnership revenues are more difficult to obtain.

### **4.4 Position Statement Regarding Advertising**

The City is a host of advertising. It does not endorse nor advocate any position put forward by outside advertisers. The City cannot violate freedom of expression under the Canadian Charter of Rights and Freedoms. Freedom of expression is a protected right under the Charter. The City appreciates that some advertisements may cause concern for customers but the City has no legal authority to decline advertising content as long as the advertisements comply with the Canadian Code of Advertising Standards, the Canadian Criminal Code and other applicable laws.

### **4.5 Term**

All Sponsorship, Naming Rights and Advertising opportunities have a term and an end date, as set out in the Agreement between the parties. Renewal options can also be identified. Any Naming Right of an entire facility must have a minimum term of ten years.

### **4.6 In-House Advertising**

In-house Advertising, or using City spaces to advertise for City programs, events, etc shall occur as outlined in this Policy.

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#### **4.7 Costs Considered in Calculation of Net Revenue**

In evaluating potential Partnerships, the City will consider all costs to be incurred by the City in determining the viability of the revenue including, but not limited to, operating, maintenance, production/design fees, disposal value and disposal costs. Where appropriate, the net present value of the annual revenues/costs will be used.

#### **4.8 Before Tax Amounts**

Prices and authority levels stated in this Policy do not include any applicable taxes.

#### **4.9 Co-operative Sponsorship, Naming Rights and Advertising**

Where the best interests of the City will be served, the City may participate in Co-operative Sponsorship, Naming Rights and Advertising.

#### **4.10 External Approvals**

Where a Partnership requires further approvals external to the City, the report recommending award shall so indicate and such external approvals shall be obtained, prior to the Agreement being executed and proceeding with the proposed Partnership.

#### **4.11 Accessibility**

4.11.1 The Partner shall ensure their employees, agents, volunteers, or others they are responsible for, complete accessibility training as it is appropriate to the Sponsorship, Naming Rights and Advertising.

4.11.2 The Partner shall ensure accessibility design, criteria and features be incorporated into any Sponsorship, Naming Rights and Advertising. Examples include, but are not limited to:

- a. **Public Spaces:** The Partner shall ensure the implementation of Advertising in public spaces complies with the Design of Public Spaces Standards made under Part IV.1 of the Integrated Accessibility Standards, or "IAS" regulation, as amended.
  - b. **Buildings:** The Partner shall ensure the implementation of Advertising in buildings complies with the accessibility requirements of the Ontario Building Code, or "OBC", as amended.
  - c. **Websites:** The Partner shall ensure the implementation of Advertising on websites complies with the World Wide Web Consortium, or "W3C" Web Content Accessibility Guidelines, or "WCAG" 2.0 at level AA, other than success criteria 1.2.4 Captions (Live), and success criteria 1.2.5 Audio Descriptions (Pre-recorded).
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- d. Non Web-based Media: The Partner shall ensure the implementation of Advertising in non web-based media, such as documents, billboards and signage, meets the City's Guide to Accessible Documents, as amended.

Where it is not practicable, the Partner shall provide an explanation, if requested.

## **Part 5: Defining the Responsibilities of Administering this Policy**

### **5.1 General Responsibilities**

5.1.1 All City staff shall follow this Policy.

5.1.2 Entering into Partnerships shall be subject to all applicable City policies, any specific provisions of the **Municipal Act, 2001**, as amended, and all other relevant Federal and Provincial legislation.

### **5.2 Responsibilities of City Council**

5.2.1 City Council shall have the following responsibilities relating to the Sponsorship, Naming Rights and Advertising Policy:

- a. Approve which City buildings Naming Rights, of the entire building, can be applied to.
- b. Approve the identification of Advertising spaces, Sponsorship opportunities and Naming Right opportunities for new City Assets where the value of all opportunities related to the Asset is in excess of \$50,000 annually.
- c. Approve the identification of Advertising spaces, Sponsorship opportunities or Naming Rights opportunities as requested by City staff.

### **5.3 Responsibilities of Local Boards or Committees**

Where Naming Right opportunities are identified for Assets, or portions of Assets, that are within the responsibility of a Local Board or Committee such as, but not limited to, the Peterborough Library Board, Art Gallery Board or Arenas, Parks and Recreation Advisory Committee, the Local Board or Committee will approve such opportunities.

### **5.4 Responsibilities of the Director of Corporate Services**

5.4.1 The Director of Corporate Services shall coordinate a Sponsorship, Naming Rights and Advertising program, on behalf of the City in accordance with the provisions of this Policy. In carrying out this responsibility, the Director of Corporate Services may appoint designated persons to act on his/her behalf.

5.4.2 The Director of Corporate Services or designate(s) will have the following specific responsibilities:

- a. Be responsible for the administration of this Policy, including the development and implementation of guidelines and procedures.
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- b. Ensure that business transactions are conducted ethically and professionally.
- c. Prepare or assist the originating department and the City Solicitor in the preparation of Agreements when requested.
- d. Supply copies of the policies and procedures to all staff that have Partnership authority and train staff as required to ensure a clear understanding of the Sponsorship, Naming Rights and Advertising policies and procedures.
- e. Maintain accounting records as required.
- f. Provide written authorization of Designates as requested by Department Directors.
- g. Where the Corporate Sponsorship Coordinator is directly coordinating Partnerships:
  - i. Ensure all Partnership arrangements are carried out in accordance with this Policy.
  - ii. Determine appropriate delegated signing authority of staff in their departments as authorized by this Policy.
  - iii. Prepare award reports, where required, in accordance with formats satisfactory in content to the Director of Corporate Services.
  - iv. Ensure that after award, and prior to the commencement of the Partnership, all mandatory documentation has been obtained, including but not limited to a signed agreement unless in the opinion of the City Solicitor exceptional circumstances exist.

## **5.5 Responsibilities of Department Directors**

5.5.1 Department Directors shall have the following responsibilities relating to the Sponsorship, Naming Rights and Advertising Policy:

- a. Ensure that all Assets, programs, events, activities, etc are reviewed for their Sponsorship, Naming Rights or Advertising potential.
  - b. Approve advertising spaces, areas of an Asset to be named and City programs, events and activities to be sponsored. If unsure, a Department Director will seek direction from the CAO or Director of Corporate Services or Council, as appropriate.
  - c. Where their staff are directly coordinating Partnerships:
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- i. Ensure all Partnership arrangements are carried out in accordance with this Policy.
- ii. Determine appropriate delegated signing authority of staff in their departments as authorized by this Policy.
- iii. Prepare award reports, where required, in accordance with formats satisfactory in content to the Director of Corporate Services.
- iv. Ensure that after award, and prior to the commencement of the Partnership, all mandatory documentation has been obtained, including but not limited to a signed agreement unless in the opinion of the City Solicitor exceptional circumstances exist.

## Part 6: Standards and Limitations

### 6.1 All advertising:

- a. Must meet the Canadian Code of Advertising Standards, as amended from time to time;
- b. Will not offend the Canadian Criminal Code, as amended from time to time and
- c. Must comply with the laws, statutes regulations and by-laws in force, as amended from time to time, including the Canadian Charter of Rights and Freedoms.

6.2 Acceptance of an advertisement does not constitute the City's express or implied endorsement of the content or message in the advertisement or of the advertisement sponsor itself. The City will not accept Advertising that:

- a. Promotes alcohol or other addictive substances, where it will be viewed primarily by children;
- b. Promotes the sale of tobacco;
- c. Promotes pornography;

6.3 The City reserves the right to reject a bid from a Potential Partner, or from any person or Company that is affiliated, associated or controlled, as defined in the **Canadian Business Corporations Act, R.S.C., 1985, c.44**, by the Potential Partner that is indebted to the City.

6.4 A partner will not be invited to influence or impact the message or content of a program or exhibit, unless developing the program or exhibit was clearly part of the Agreement.

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## Part 7: Process for Soliciting Partnerships

### 7.1 Non-Competitive vs Competitive Process

7.1.1 Subject to 7.1.2, no competitive process is required when the solicitation is:

- a. Advertising;
- b. Naming Rights of an Asset or an area of an Asset, with a value under \$150,000;
- c. Sponsorship of a City program, event, activity.

7.1.2 Circumstances when Request for Proposals used:

A Request for Proposals is used when the solicitation is:

- a. A specific opportunity to deliver a service to municipal customers or citizens such as Pouring Rights;
- b. A value greater than \$150,000, for the term of the Agreement.
- c. An arrangement that is a Naming Right for a City Building.

For details on how the Request for Proposals is issued, refer to the City's Purchasing By-law 14-127, as amended.

7.1.3 Non-competitive Partnership is permitted in the following circumstances when approved by the Director of Corporate Services in writing prior to any discussion with the potential Partner:

- a. When no Bids were received in a bid solicitation process.
- b. When the opportunity can be provided by another City division.
- c. When the opportunity can be provided by any of the subsidiaries of the City of Peterborough Holdings Inc., and City staff elect to partner with them.
- d. When the opportunity is available only through a sole or single source.

For any non-competitive Partnership circumstances described in Section 7.1, approval authority is the same as set out in Part 9 of this Policy.

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## **7.2 Request for Information**

A Request for Information can be used to build potential Partner interest and to see if there are enough potential Partners to justify a full bid solicitation process. The Request for Information may request detailed information including, but not limited to, company background, who the interested parties are, what they can offer and what they can do for the City.

## **7.3 Summary of the Various Partnership Processes**

Appendix A to this Policy provides a summary of the processes to be used for Soliciting Partnerships as set out in Part 7.

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## **Part 8: In-House Advertising**

- 8.1 A City division can advertise on its own asset at no cost.
  - 8.2 In-House Advertising is encouraged as it is in the best interests of the City to promote another division's services.
  - 8.3 The charge for the "space rate" for in-house advertising will be one-half of the market rate. The cost of production and any associated artwork will be at full price.
  - 8.4 Open spaces for advertising will be available for in-house advertising on a first come, first served basis.
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## Part 9: Approval Authority

### 9.1 Award Approval

- 9.1.1 Council must approve an Award, where the Partnership value is greater than \$150,000, or when one or more of the following applies:
- a. The Partnership is for a Naming Right for a City Building.
  - b. The Chief Administrative Officer or Director of Corporate Services deems it in the City's best interest that Council approve the Award.
  - c. Council has specifically directed that Council approve the Award.
- 9.1.2 The Administrative Staff Committee is authorized to approve:
- a. An Award where the Partnership value is greater than \$100,000 but less than or equal to \$150,000.
  - b. Any Award that Council would otherwise approve as set out in 9.1.1 but it is a Municipal Election year and one or both of the following apply.
    - i. Award Approval is required after Nomination Day and prior to the first meeting of new Council, and no Council meetings of the outgoing Council are held during which an Award can be approved.
    - ii. Award Approval is required after Nomination Day, and prior to the end of the term of the outgoing Council it becomes known that less than eight of the outgoing Council members will form part of the new Council.
- 9.1.3 The Chief Administrative Officer is authorized to approve an Award where the Partnership value is greater than \$50,000 but less than or equal to \$100,000.
- 9.1.4 A Director is authorized to approve an Award where the Partnership value is less than or equal to \$50,000.
- 9.1.5 A Manager is authorized to approve an Award where the Partnership value is less than or equal to \$25,000.
- 9.1.6 Based upon roles and responsibilities within their department, Directors may delegate approval authority, up to \$25,000, to staff in their departments at the levels they deem appropriate, subject to the written approval of the Director of Corporate Services.
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9.1.7 Approval will also be sought from any Local Board or Committee such as, but not limited to, the Peterborough Library Board, Art Gallery Board or Arenas, Parks and Recreation Advisory Committee, for awards for Naming Right opportunities for Assets, or portions of Assets, that are within their responsibility before the final award approval is requested.

## **9.2 Summary of Approval Limits**

Appendix B to this Policy provides a summary of approval limits for the various Partnership values.

## **Part 10: Agreements**

### **10.1 Agreement Content**

For any Partnership, an Agreement shall be required.

Although not an exhaustive list, an Agreement shall outline the following:

- a. What the Partner is contributing and what the value of the contribution represents
- b. The obligations of both the Partner and the City
- c. The dispositions and ownership of any assets resulting from the partnership
- d. Responsibility for the maintenance, insurance and taxes of all assets associated with or resulting from the partnership
- e. The duration of the Partnership
- f. The licensing and use of the City's and Sponsor's name, trade and service marks and other intellectual property
- g. Any payment amounts and schedule of payments
- h. A cancellation provision and the remedies available to both parties upon cancellation
- i. Any other conditions that must be met

### **10.2 Agreement Preparation**

The City Solicitor, in consultation with the originating Director, or designate, shall prepare an Agreement or an Agreement template for use by staff.

### **10.3 Agreement Signature**

For Partnerships with a value of greater than \$25,000, the Agreement shall be signed by the City Clerk and one of the following:

- a. The Chief Administrative Officer or the Director of Corporate Services if the cost of the work to be undertaken is greater than \$50,000.
- b. A Director if the value of the work is \$50,000 or less.

For Partnerships with a value of \$25,000 or less, the Agreement shall be signed by the Manager.

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#### 10.4 By-law Coordination

- a. A separate By-law to authorize the entering into of an Agreement is not required where all the requirements of this Sponsorship, Naming Rights and Advertising Policy have been met.
- b. Partnership Opportunities shall not proceed prior to the execution of an Agreement unless in the opinion of the City Solicitor exceptional circumstances exist.

#### 10.5 Amendments to Agreements

- a. No amendment to an Agreement shall be made unless the amendment, in the opinion of the Director of Corporate Services and the City Solicitor, is in the best interest of the City.
  - b. A Director may approve amendments to Agreements and resulting additional payments from Partners provided that the total value of the original Agreement, plus any previous amendments, plus the value of the additional proposed amendment, are within their respective approval authority as noted in Part 9 of this Policy.
  - c. The Chief Administrative Officer may approve amendments to Agreements and resulting additional payments from Partners provided that the total value of the original Agreement, plus any previous amendments, plus the value of the additional proposed amendment, are within the respective approval authority as noted in Part 9 of this Policy.
  - d. The Administrative Staff Committee may approve amendments to Agreements and resulting additional payments from Partners provided that:
    - i. The original award was approved by the Chief Administrative Officer or Department Director and the value of any previous amendments, plus the value of the additional amendment is greater than \$100,000 but less than \$150,000.
    - ii. The original award was approved by the Administrative Staff Committee.
    - iii. Where the original award was approved by Council and the value of any previous amendments, plus the value of the additional proposed amendment is less than ten percent of the original agreement or \$150,000.
  - e. Council authority to amend an agreement and the resulting additional payments from Partners is required in the following circumstances:
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- i. Where the original award was approved by Council, additional Council approval is required for expenditures that exceed the original price by more than ten percent or \$150,000.
- ii. Where the Chief Administrative Officer or Director of Corporate Services deems it in the City's best interest that Council approve the amendment of the agreement.

### **10.6 Exercise of Agreement Renewal Options**

Where an Agreement contains an option for renewal, such option may be exercised, provided that all of the following apply:

- a. The Partner's terms and conditions have been complied with, in the opinion of the Department Director and Director of Corporate Services, considered to have met the requirements of the Contract.
- b. The Department Director and the Director of Corporate Services agree that the exercise of the option is in the best interest of the City.

### **10.7 Authority to Exercise Options to Renew**

Options to renew an Agreement require the following approvals:

- a. Options to renew that have a value of more than \$150,000, by Council.
- b. Options to renew that have a value of more than \$100,000 and less than or equal to \$150,000, by the Administrative Staff Committee.
- c. Options to renew that have a value of more than \$50,000 and less than or equal to \$100,000, by the Chief Administrative Officer or the Director of Corporate Services.
- d. Options to renew that have a value of \$50,000 or less, by a Director.

### **10.8 Summary of Amendments to Agreements**

Appendix C to this Policy provides a summary of the approval of amendments to agreements.

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**Appendix A: When a Competitive Process is required for Sponsorships, Naming Rights and Advertising**

| <b>Ref</b> | <b>Value of Opportunity</b> | <b>Type</b>   | <b>Process</b>                  |
|------------|-----------------------------|---|---------------------------------|
| 1          | Up to \$150,000             | Advertising   | No competitive process required |
| 2          | Up to \$150,000             | Naming Right of Area of Asset                         | No competitive process required |
| 3          | Up to \$150,000             | Sponsorship of Program, Event, Activity               | No competitive process required |
| 4          | Greater than \$150,000      | All   | RFP                             |
| 5          | Any value                   | Naming Right of a City Building                       | RFP                             |
| 6          | Any value                   | Opportunity to Deliver City Service on Behalf of City | RFP                             |

**Appendix B: Approval Limits**

| <b>Ref</b> | <b>Value of Opportunity Greater than</b> | <b>Value of Opportunity Less than or equal to</b> | <b>Approved By</b>   |
|------------|--|---|--|
| 1          |  | \$25,000  | Manager or other “delegated” staff as specifically authorized by the Director and the Director of Corporate Services |
| 2          | \$25,000 and                             | \$50,000  | Director   |
| 3          | > \$50,000                               | \$100,000   | CAO  |
| 4          | > \$100,000                              | \$150,000   | ASC  |
| 5          | > \$150,000                              | No limit  | Council<br><br>Council must also approve an Naming of a City Building  |

**Appendix C: Approval of Amendments to Agreements**

| <b>Ref</b> | <b>Policy Section</b> | <b>Total Value of Original Plus Proposed</b>                                      | <b>Original Approval</b>      | <b>Approval of Proposed Amendment</b> |
|------------|-----------------------|---|-------------------------------|---------------------------------------|
| 1          | 10.5 b.               | < \$50,000  | Director                      | Director                              |
| 2          | 10.5 c.               | < \$100,000   | CAO                           | CAO                                   |
| 3          | 10.5 d i and ii       | < \$150,000   | CAO or ASC                    | ASC                                   |
| 4          | 10.5 d iii            | < 10% or \$150,000  | Council                       | ASC                                   |
| 5          | 10.5 e i              | > \$10% or \$150,000  | Council                       | Council                               |
| 6          | 10.5 e ii             | CAO or Director of Corporate Services determines Council should approve amendment | Director, CAO, ASC or Council | Council                               |