BRAMPTON

COUNCIL POLICY

Category: Economic Development

Sponsorship and Naming Rights Policy

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1. Background

The City of Brampton (City) recognizes and supports Sponsorship and Naming Rights as an alternative revenue generation strategy to both enhance and offset costs, associated with the provision of municipal services.

Sponsorship is a marketing oriented contracted arrangement that can be in the form of monetary or in-kind contributions in return for recognition, public acknowledgement, or promotional considerations.

Naming Rights provide rights for the public display of a third party's name on a City Asset or sub-component of a City Asset for a defined period of time in exchange for monetary or in-kind contribution.

2. Purpose

The purpose of this Policy is to provide a framework for the City to administer and manage Sponsorship and Naming Rights opportunities.

This Policy should be read in conjunction with the City's Asset Naming Policy PND-110.

3. Application and Scope

3.1 This Policy applies to all Sponsorship and Naming Rights agreements between the City and businesses, not-for-profit organizations, and individuals that contribute either financially or in-kind to the City.

3.2 Sponsorship may be sought by the City for:

3.2.1 City Assets that are services, programs, initiatives, attractions, events or festivals that are owned, operated, managed, by the City;

3.3 Naming Rights may be sought by the City for:

3.3.1 The sub-component of a City Asset (i.e. amenities such as rink, pool, gym, lobby, meeting room, sports fields, dog parks, trails etc.); and

3.3.2 The exterior of a City Asset such as buildings/ facilities/ outdoor spaces.

3.4 Exceptions – This Policy does not apply to:

3.4.1 Events hosted by Members of Council;

3.4.2 Philanthropic contributions, gifts, or donations in which property is voluntarily transferred by a third party to the City of Brampton without expectation of return;

3.4.3 Independent foundations or registered charitable organizations that the City may receive benefit from;

3.4.4 City sponsorship 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;

3.4.5 Third parties who hold temporary permits with the City for activities or events;

3.4.6 Sale of advertising or signage space on City-owned facilities and printed materials, which involves the purchase of advertising space sold at marketplace rates;

3.4.7 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; and,

3.4.8 Sponsorship and Naming Rights arrangements that pre-date this Policy.

4. Outcomes

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

4.2 Increase the number of Sponsorship and Naming Rights opportunities secured for community and economic benefit; and

4.3 The corporate values, image, assets, and interests of the City are safeguarded.

5. Mandatory Requirements

5.1 General Provisions

5.1.1 All Sponsorships and Naming Rights shall be consistent with the City's corporate vision, mission and values and will not compromise or contradict any by-law or policy of the City, or reflect negatively on the City's public image;

5.1.2 Sponsorship and Naming Rights opportunities shall be presented in an open, fair and equitable manner;

5.1.3 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;

5.1.4 Recommendations shall demonstrate that the appropriate level of due diligence has been undertaken including market research and a valuation of the asset/ program that is proposed to be sponsored or named;

5.1.5 Sponsorships and Naming Rights will be directly solicited by the Sponsorship Section;

5.1.6 Sponsorship and Naming Rights revenue will be accounted for in the Department responsible for the City Asset receiving the Sponsorship or Naming right;

5.1.7 The City reserves the right to refuse to enter into agreements for any Sponsorships or Naming Rights that originally may have been openly solicited by the City;

5.1.8 The City will determine on a case by case basis if the Sponsorship or Naming Rights opportunity is a competitive bid process;

5.1.9 Unsolicited Sponsorship or Naming Rights proposals received by the City will be reviewed and evaluated in compliance with City policies and procedures;

5.1.10 The City reserves the right to reject any unsolicited Sponsorships or Naming Rights that have been offered to the City;

5.1.11 Past agreements should not be regarded as a commitment for future agreements;

5.1.12 In entering into an agreement, the City does not endorse a Sponsor's products, services or views;

5.1.13 In compliance with City policies, the City 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 City or otherwise not in compliance with City policy; and

5.1.14 The agreement shall provide that the Sponsor shall not use the City's intellectual property or otherwise 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.

5.2 Criteria for Sponsorship and Naming Rights

5.2.1 The City will not solicit or accept Sponsorships or Naming Rights from companies whose reputation could prove detrimental to the City's public image;

5.2.2 The City will not solicit or accept Sponsorships or Naming Rights 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;

g) Expressly or by implication endorse a political party, elected representative or candidate from any levels of government.

5.2.3 Agreements should not influence or be perceived to influence day-to-day business of the City;

5.2.4 The relationship must not cause a City employee or Member of Council to receive any product, service or asset for personal gain or use;

5.2.5 The City must remain in control over the planning, delivery, management of the City Asset receiving the Sponsorship or Naming Rights and;

5.2.6 Naming Rights must be in compliance with the City Asset Naming Policy

5.3 Conditions of Sponsorship and Naming Rights

5.3.1 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;

5.3.2 Recognition shall not unduly detract from physical attributes, character, integrity, or safety of the property or reasonably interfere with its enjoyment or use;

5.3.3 Naming Rights agreements must consider the cost and impact of changing existing signage and rebuilding community recognition, and incorporate those costs into the agreement;

5.3.4 Any Sponsorship or Naming Rights use shall respect the use of the City's name, logo and emblems in compliance with the City's Corporate Identity;

5.3.5 Acceptance shall be based on, but not limited to, the following criteria:

a) Value of the product, services and monetary value provided to the City;

b) Consistent with the vision, policies, and goals of the City;

c) Must enhance the development, delivery, awareness, or continuance of one or more City program, service or property.

5.4 Approval of Agreements

5.4.1 In accordance with the authority delegated through Administrative Authority By-Law 216-2017 as amended, staff are authorized to approve and execute on behalf of the City of Brampton agreements on such terms and conditions that are in accordance with this Policy and acceptable to the Director, Economic Development and in a form satisfactory to the City Solicitor or designate.

6. Roles and Responsibilities

6.1 City Council

6.1.1 Authorizing City Assets eligible for commercial naming for the purpose of Naming Rights as defined by section 3.3.2 based on recommendations provided by staff to Council;

6.1.2 Approving and delegating authority to execute Agreements for Naming Rights as defined by 3.3.1 and 3.3.2 based on recommendations provided by staff to Council;

6.2 City Solicitor

6.2.1 Review and approve as to form all Sponsorship and Naming Rights Agreements.

6.3 Economic Development– Sponsorship Division

6.3.1 Solicit Sponsorship and Naming Rights opportunities City-wide and manage all aspects of a proposal including due diligence (may include ethical scans), asset analysis and value assessment;

6.3.2 Manage all aspects of Agreement, including approvals, execution, reporting, performance, administration and recognition;

6.3.3 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;

6.3.4 Ensure that all agreements properly reflect the City's best interests and those specific deliverables of the participating Departments;

6.3.5 Ensure that all agreements consider the provisions noted in this Policy;

6.3.6 Responsible for maintaining a log of all Agreements and for maintaining communications with the Sponsor.

7. Monitoring and Compliance

7.1 Economic Development– Sponsorship Section must report annually on the total value of Sponsorship contributions (in-kind and cash) and Naming Rights to Committee of Council.

7.2 All Agreements are to be prepared or reviewed by the City, using an approved legal form consistent with the size, complexity and scope of the Sponsorship or Naming Rights.

7.3 All Agreements shall be approved as to content by the applicable City staff pursuant to the Policy.

7.4 All Agreements are required to be approved as to form by Legal Services.

7.5 Consequences of non-compliance

Failure to follow this Policy may result in reputational risk to the City and,

7.5.1 missed sponsorship and naming rights opportunities;

7.5.2 multiple and inconsistent approaches to sponsorship and naming rights across City Assets.

7.5.3 lost revenue to the City from sponsorship and naming rights of City Assets

8. Definitions

8.1 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;

8.2 "Council" means the municipal Council of the City of Brampton;

8.3 "City Asset" refers to an item, object, thing (including a service, program, event or activity) or real estate property owned by the City of Brampton

8.4 "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*;

8.5 "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;

8.6 "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 City Asset or subcomponent of a City Asset;

8.7 "Sponsor" refers to the business, non-for-profit organization or individual that enters into an Agreement to contribute financially or in-kind to the City in exchange for the rights to a public association with a City Asset,

8.8 "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. References and Resources

This Council Policy should be read and applied in conjunction with the following references and resources as updated from time to time. Please note that some of the following documents may not be publicly available.

References to related bylaws, Council policies, and administrative directives

- Advertising on City Property
- Asset Naming Policy PND-110
- Administrative Authority By-Law 216-2017
- Donations and Gifts Received Administrative Directive FIN-130
- Intellectual Property Policy
- Purchasing By-law 19-2018
- Employee Code of Conduct

References to related corporate-wide procedures, forms, and resources

- Corporate Identity

10. Revision History

Date	Description
2019/03/06	Approved by Council Resolution C067-2019. Replaces the rescinded In-bound Sponsorship Policy.
2019/12/ 11	Amended by resolution CW497-2019 & C451-2019 to make clarifications to the administration and approval of naming rights; add consequences for non-compliance; clarify the role of the City Solicitor to approve to form only, which fixing a clerical error to give

Date	Description
	responsibility to Sponsorship to ensure that all agreements properly reflect the City's best interests; and make provisions of the policy consistent with the Administrative Authority By-law 216-2017.
2024/03/20	Amended by resolution CW094-2024 to make the following changes: • Sponsorship Advisory Group was removed. The policy owner will continue to ensure the City wide sponsorship program is aligned with corporate objectives. • Section 5.5.1 was removed which previously stated "5.51 City Council • Council approval and authority to execute is required for all Sponsorship Agreements and all Naming Rights Agreements having a term, including extension or renewal rights, of ten (10) or more years and/or providing for payment(s) to the City during any twelve (12) consecutive months or less of the term exceeding in the aggregate $100,000; • Council approval and authority to execute is required for all Naming Rights Agreements that are described in provision 3.3(b) of this Policy." • Made various minor edits to reflect organizational restructuring and name changes. Additionally, conducted multiple housekeeping edits to enhance clarity and readability.
2028/03/20	Next Scheduled Review (*typically, four years after approval)*