	<h2>Town of Vegreville Policy</h2>
<b>Policy No.:</b> <b>Policy Title:</b> <b>Approval Date:</b> <b>Department:</b>	<b>FIN-6001</b> <b>Sponsorship, Naming Rights and Advertising Policy</b> <b>August 19, 2024</b> <b>Corporate Services</b>
<b>Revisions:</b>	<b>March 23, 2015</b>

**Policy Statement:**

This policy provides an opportunity for the Town of Vegreville to generate revenue and offset some costs of municipal programs, and operations through collaborative relationships with corporations, groups and individuals who contribute either financially or in-kind to Town programs, services, or facilities. The Town welcomes and encourages mutually beneficial Sponsorship and Advertising to enhance municipal events, programs, services, facilities, and features.

**1.0 Reason for Policy**

1.1 The purpose of this policy is to create a framework that:

- Protects the Town of Vegreville from adverse effects on public;
- Ensures an open and competitive process is used to secure Sponsorship and/or Advertising opportunities;
- Provides employees with guidelines and procedures with respect to the Sponsorship, Naming and/or Advertising of Town assets including land, facilities, structures, services, programs, and events, based on best practices; and
- Upholds the Town’s stewardship role, all the while safeguarding the Town’s corporate values, image, Assets, and interests.

1.2 The policy provides an enabling environment for the Town of Vegreville to enter into Naming Rights Agreements with corporations, groups or individuals within set guidelines and procedures for the purpose of enhanced financial sustainability.

**2.0 Definitions**

2.1 **Advertising** means a contractual arrangement for a defined period of time where a third party provides a financial contribution in return for rights to display messaging on a medium (e.g., ice rink boards, internal poster, publication, event banner, etc.) where the content is controlled by the third party and approved by the Town of Vegreville; for certainty, an Advertising arrangement does not provide the third party with any

additional benefits beyond the contractual agreement. Unlike Sponsorship, Advertising is secured at pre-determined rates for a specified period of time.

- 2.2 **Advertising Agreement** means a mutually beneficial, contractual agreement that reflects the business arrangement for the exchange of Advertising benefits between the Town and a third party for a specified period of time.
- 2.3 **Asset** means Town-owned facilities, features, and/or land that have potential financial or marketing value and can be sold to companies or other organizations on a fixed term basis. (e.g., a sports facility or part of a facility such as an ice pad within a multi-pad facility, etc.)
- 2.4 **Gift** means an unsolicited contribution for which there is no reciprocal commercial benefit expected or required from the Town. As Gifts are unsolicited and do not involve a business relationship, they are separate and distinct from Sponsorship.
- 2.5 **in-kind** means Sponsorship received in the form of goods and/or services rather than by financial contribution.
- 2.6 **Naming Rights** means the ongoing practice of naming or re-naming in which a third party purchases the exclusive right to name a Town Asset. Naming Rights are usually sold or exchanged for significant financial contribution and/or other considerations for a fixed or indefinite period of time.
- 2.7 **Naming Rights Agreement** means the agreement that reflects the business arrangement of the right to name or re-name a Town-owned Asset that is evidenced in a written contract, for a fixed or indefinite period of time, specific to the contractual obligations. All Naming Rights Agreements must be presented to Town Council prior to approval.
- 2.8 **Sponsorship** means a mutually agreed to arrangement between the Town and third-party corporations, groups and individuals evidenced in writing whereby the third party (sponsor) contributes money, goods or services to Town events, programs, services, facilities, and features in return for recognition, acknowledgement, or other promotional considerations or benefits. This does not include donations and gifts, or advice to the Town where no business relationship or association is contemplated or is required and where no reciprocal consideration is being sought.
- 2.9 **Sponsorship Agreement** means a mutually beneficial, contractual agreement that reflects the business arrangement for the exchange of marketing benefits between the Town and a third party for a specified period of time.

### **3.0 Responsibilities**

#### **3.1 Town Council to:**

- 3.1.1 Approve by resolution this policy and any amendments.
- 3.1.2 Consider the allocation of resources for successful implementation of this policy in the annual budget process.

#### **3.2 Chief Administrative Officer (CAO) to:**

- 3.2.1 Implement this policy and approve procedures.
- 3.2.2 Ensure policy and procedure reviews occur and verify the implementation of policies and procedures.

#### **3.3 Director/Manager of the Department to:**

- 3.3.1 Ensure implementation of this policy and procedure.
- 3.3.2 Ensure that this policy and procedure is reviewed every three years.
- 3.3.3 Make recommendations to the Chief Administrative Officer of necessary policy or procedure amendments.
- 3.3.4 Understand, and adhere to this policy and procedure.
- 3.3.5 Ensure employees are aware of this policy and procedure.

#### **3.4 All Employees to:**

- 3.4.1 Understand and adhere to this policy and procedure.

### **4.0 Principles**

- 4.1 The Town of Vegreville supports the ongoing practices of entering into Sponsorship, Naming Rights and/or Advertising Agreements with a third party where such partnerships are mutually beneficial to both parties and in a manner that is consistent with all applicable policies set by the Town. Under the condition of this policy, Town staff may continue to solicit such Sponsorships and/or Advertisers.
- 4.2 The Town of Vegreville will seek out Sponsorship, Naming Rights and/or Advertising opportunities with third parties who reflect the values and maintain operational policies that are not in conflict with the Town's own values, mandate, or operating policies. The partnering corporation, group or individual must have and maintain a positive public image and reflect a high level of integrity.

4.2.1 Sponsorships, Naming Rights and/or Advertising shall not be solicited from businesses, organizations, or individuals who, in the sole discretion of the CAO are inappropriate partners for the municipality including, but not limited to, the following:

- Promote illegal or illicit behavior;
- Promote religious or political messaging specific to any group or faction;
- Present imaging that is derogatory, prejudicial, harmful to or intolerant of any specific group or individual;
- Create fiscal hardship for the municipality and/or its residents;
- Make them inappropriate Sponsorship and/or Advertising candidates for reasons not specified herein.

4.2.2 The Town of Vegreville will seek out Sponsorship, Naming Rights and/or Advertising opportunities with third parties whose purchasing practices embed environmental and ethical criteria into their own purchasing procedures and supply chain management processes.

4.3 Sponsorship, Naming Rights and/or Advertising will not result in, or be perceived to result in, any competitive advantage, benefit, or preferential treatment for the named party outside of the Sponsorship, Naming Rights and/or Advertising Agreement.

4.4 The Town of Vegreville recognizes and supports Sponsorships, Naming Rights and/or Advertising as a revenue generating opportunity that balances the benefit of entering into Sponsorship, Naming Rights and/or Advertising Agreements with the Town's role as steward of public Assets and interests.

4.5 It is necessary for the Town of Vegreville to be recognized for those facilities, programs, services, etc., where it makes an ongoing significant contribution to capital or operating costs. Clear and permanent identification of the Town will be displayed in adherence to branding guidelines established by the Town.

4.6 The Town shall not relinquish to the Sponsor and/or Advertiser any aspect of the Town's right to manage and control Town Assets or facilities.

4.7 While the physical display of the Naming Rights shall be negotiated or decided on an individual basis, such recognition must not unduly detract from the character, integrity, aesthetic quality, or safety of the property and public or unreasonably interfere with its enjoyment or use.

4.7.1 All Naming Rights opportunities will be presented to Town Council for discussion, regardless of monetary value.

4.8 The Town reserves the right to terminate an existing Sponsorship, Naming Rights and/or Advertising Agreement should any of the following occur:

- 4.8.1 The Sponsor, Naming and/or Advertising organization uses the Town's name outside the parameters of the Sponsorship, Naming Rights and/or Advertising Agreement, without prior consent;
- 4.8.2 The Sponsor, Naming and/or Advertising organization develops a public image inappropriate to the Town's values and/or objectives; or
- 4.8.3 The signed agreement is not fulfilled to the extent upon which it was signed.

## **5.0 Application**

**5.1** This policy applies to all Town departments and divisions.

**5.2** This policy does not apply to:

- Independent foundations or registered charitable organizations that the Town may benefit from. However, where Assets are owned and managed by the Town, this policy shall apply unless otherwise approved by order of Council;
- Gifts or unsolicited donations to the Town;
- Funding obtained from other orders of government through formal grant programs;
- Town Sponsorship supports external projects where the Town provides funds to an outside organization;
- The Legacy Giving Program as outlined in the MOS-2001 Legacy Giving Program Policy;
- Third parties who lease Town property or hold permits with the Town for activities or events.

## **6.0 Naming Criteria**

**6.1** Town-owned Assets may be named to commemorate:

6.1.1 Historical significance and landmarks;

6.1.2 Partnerships with local organizations, service clubs or Indigenous communities;

6.1.3 Extra-ordinary achievement; or

6.1.4 Significant contributions to Vegreville, Alberta, or Canada.

**6.2** Names may reflect a historical event significant to Vegreville, Alberta, or Canada.

**6.3** Names may recognize the flora and fauna of the local area or the geographical features of the local area.

- 6.4** If a Town-owned Asset is being named after a person, the name must meet at least two of the following criteria:
- 6.4.1 A person who demonstrates excellence, courage or exceptional dedication to service in ways that bring special credit to Vegreville, Alberta, or Canada;
  - 6.4.2 A person who volunteers and gives extraordinary help or care to individuals, families or groups, or supports community services or humanitarian causes;
  - 6.4.3 A person who fosters equality and reduces discrimination;
  - 6.4.4 A person who risks their life to save or protect others;
  - 6.4.5 A person who achieves a deed or activity performed in an outstanding professional manner or of an uncommonly high standard that brings considerable benefit or great honour to Vegreville, Alberta, or Canada; or
  - 6.4.6 A person who demonstrates excellence, courage or exceptional dedication to service in ways that reflect the heritage and identity of a community within Vegreville.
- 6.5** The names of people who are closely connected to the Town of Vegreville should be preferred over those who have achieved national or international status; but are not closely connected to Vegreville.

## **7.0 Related Documents**

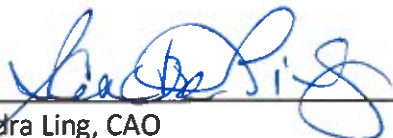
- 7.1 Bylaw No. 11-2019: Land Use Bylaw, with respect to the display of signage.
- 7.2 FIN-6009: Procurement Policy, with respect to the purchase guidelines and approval process.
- 7.3 FIN-6001-1: Sponsorship, Naming Rights, and Advertising Procedure.

## **8.0 End of Policy**



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Mayor Tim MacPhee



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Sandra Ling, CAO