

## **PROCEDURE**

Title: Sponsorships, Partnerships and Naming Rights

Division: Parks, Culture & Community Services

Procedure Number: 0187

File Number: 0282-20-0187

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### **1. Governing Policy**

- 1.1. This procedure provides administrative guidance for the implementation of Sponsorships, Partnerships and Naming Rights Policy 0061.

### **2. Scope/Application**

- 2.1. This procedure guides staff regarding the processes associated with sponsorships, partnerships, and naming rights.

### **3. Procedure**

#### **3.1. Solicitation**

- 3.1.1. Sponsorships, partnerships, and naming rights will be solicited and cultivated by the director of the division or by a manager designated by the director and assigned to a project, program, event, facility or service area.
- 3.1.2. Select Committees, Standing Committees, and the Seniors' Activity Centre Advisory Board are free to recommend that a sponsorship, partnership or naming rights opportunity exists and should be explored, but may not solicit without direction from the director of the division or a manager designated by the director, and may not negotiate agreements with any specific parties or make any commitments to possible partners that imply that partnership, sponsorship or naming rights agreements will be granted to them.
- 3.1.3. In the case of the West Vancouver Community Centre, Aquatic Centre and Ice Arena, a separate agreement with West Vancouver Community Centres Society (Enhance West Van) was endorsed by Council in respect of naming rights in designated spaces.
- 3.1.4. Potential sponsors, partners or named individuals must not be canvassed in a way that implies coercion. Prospective sponsors, partners or named individuals that decline solicitations must not be penalized in any way.
- 3.1.5. In order to expedite development, a formal competitive process is not required when sponsorship, partnership and naming rights are being developed. While there is no obligation to test the market in order to maximize contributions, it is expected that several prospective sponsors or partners may be approached when circumstances warrant.

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### 3.2. Negotiation

- 3.2.1. The director of the division or a designated manager assigned by the director will undertake to negotiate all of the relevant terms and conditions including financial or other benefits to the District. Staff may reject a potential sponsor, partner or named individual that fails to meet the District's criteria. Rejected sponsors, partners or named individuals may appeal directly to the Municipal Manager.
- 3.2.2. Ownership of property or assets negotiated in the agreement shall be subject to the terms of the agreement, but in no case may the sponsor, partner or named individual enrich itself at the District's expense. The District shall retain control of any property or asset covered by the agreement.
- 3.2.3. Agreements shall be for a fixed term, typically no longer than ten years. Agreements may exceed ten years if it is appropriate to do so, but in any case shall not be for longer than the expected life of the assets involved. No agreements shall carry an expectation of open-ended or perpetual time frames. No agreement may create an ongoing financial obligation to the District beyond the term of the agreement. An agreement must not result in increased costs to the District beyond those that would ordinarily be incurred for the service or facility which is the subject of the agreement.
- 3.2.4. The agreement must not result in or be perceived to result in any competitive advantage, benefit or preferential treatment for the sponsor, partner or named individual outside of the agreement. Benefits to the sponsor, partner or named individual are limited to those expressly stated in the agreement. No agreement may imply, explicitly or implicitly, that the District exclusively endorses the products, services or ideas of any sponsor, partner or named individual. No agreement will be made for which the purpose is strictly to support the sale of a product or service. Any reciprocal consideration (including any requirement to purchase products or services from a specific firm) will be outlined explicitly in the agreement, and all purchases required to fulfill the agreement will be handled in accordance with the District's Purchasing Policy.
- 3.2.5. Agreements must be reviewed through the District's Purchasing department to ensure they do not affect existing contractual obligations of the District.
- 3.2.6. No agreement shall be created which confers a personal benefit, directly or indirectly, to any particular District official or employee.
- 3.2.7. Agreements shall conform to all applicable federal and provincial statutes and to all applicable District bylaws, policies and practices. Sponsorship, partnership, and naming rights activity must not infringe on any collective agreement or labour relation's practices.
- 3.2.8. An offer of financial payment does not guarantee that a sponsorship, partnership or naming rights agreement will be granted.

### 3.3. Administration of Sponsorship Agreements

- 3.3.1. Requests by individuals or agencies for access to participants or citizens during a program, project and/or event which in general are reasonable and contribute to the program or event experience in facilities, parks or public spaces will be allowed at the discretion of the director of the division or a designated manager assigned by the director.

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- 3.3.2. Commercial enterprises will not be permitted access to program and/or event participants either directly on District property or indirectly through the use of the District or facility mailing information or systems.
- 3.3.3. Limited or selected advertising may be permitted at District events or venues and in District or department publications subject to an agreement and the sponsor acknowledgement plan, provided that the advertising meets accepted standards and does not conflict with District values or policies. The use of sponsorship logos is permissible for temporary time-specific events, programs, projects or services if specifically outlined in the agreement.
- 3.3.4. Employees and volunteers may be offered the opportunity to voluntarily wear clothing with logos or advertising related to an event, program or project. No agreement may be made which requires the wearing of clothing with logos.

### **3.4. Administration of Partnership Agreements**

- 3.4.1. A partnership is a collaborative relationship between the District and an organization or business wherein the resources of the District and a partner are combined to enhance the quality and relevance of services provided by the District and the partner organization. The District's Framework for Evaluating Community Group Proposals for New, Upgraded or Enhanced Facilities, Infrastructure and Equipment applies where assets are \$75,000 or greater. Partnerships do not include contracted programs and services of the District as Purchasing Policy provides guidance and procedures with respect to these.
- 3.4.2. In addition to other procedure provisions, staff may only approve expenditures for partnerships to the extent their purchasing limit applies. All partnership agreements must be approved by Council if the total project is \$75,000 or more.
- 3.4.3. A partnership agreement is a specialized form of contract and staff must seek appropriate financial and legal support in developing it.
- 3.4.4. The partnership agreement should at a minimum, the following should be considered in any partnership agreement:
  - (a) a comprehensive and complete description of the service to be delivered through the partnership;
  - (b) a governance model for service delivery decisions;
  - (c) the term of the agreement and any possible extensions;
  - (d) the reporting requirements;
  - (e) who is responsible for any cost overruns;
  - (f) who is responsible for insuring against or indemnifying any risks or liabilities;
  - (g) dispute resolution mechanism; and
  - (h) timing, nature and amount of each partner's contribution.

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### 3.5. Administration of Naming Rights Agreements

- 3.5.1. This naming rights procedure governs District-owned facilities and assets which are used for the following purposes:
- (a) community service, health and sport facilities (community centres, pool, youth centre and ice rink);
  - (b) community cultural facilities (galleries, museum, arts centres and performing arts theatres);
  - (c) community parks, gardens, playgrounds, sport fields, skateboard parks and sport courts, and
  - (d) other municipal assets, infrastructure or equipment as deemed appropriate.
- 3.5.2. Naming opportunities are possible on a variety of levels. New and existing facilities may be considered for naming but only if the financial contribution is consistent with current market value and receives Council approval. Interior spaces such as rooms and hallways may also be opportunities for naming. Exterior facility components and other District assets, infrastructure or equipment may provide opportunities for naming as well.
- 3.5.3. All naming rights agreements must receive final approval by Council. Prior to this consideration, naming rights submissions must outline the financial breakdown and costs for the tiered levels of participation. An asset analysis and market valuation must be completed to determine the value of the asset in the marketplace. This value will be central to the sponsor/partner negotiation and the costs assigned to naming.
- 3.5.4. In the case of the West Vancouver Community Centre, Aquatic Centre and Ice Arena, a separate agreement has been endorsed by Council in respect of naming rights in designated spaces. This agreement involves the West Vancouver Community Centres Society (Enhance West Van) as a partner in the development of naming opportunities and designates Enhance West Van as the recipient of naming rights funds that Enhance West Van have brought forward for Council consideration related to the designated spaces. The Director, Parks, Culture & Community Services and/or a designated manager assigned by the Director works closely with Enhance West Van to monitor the implementation of the following procedure:

Requests from Enhance West Van for naming opportunities of spaces shall be forwarded to the Director, Parks, Culture & Community Services and/or to a designated manager assigned by the Director.

1. The Director, Parks, Culture & Community Services and/or a designated manager assigned by the Director will prepare a report to seek Council approval. The report will include:
  - (a) a description of the project;
  - (b) demonstrated support from Enhance West Van;
  - (c) assurance that the naming opportunity is consistent with the values of the asset determined by a third party consultant and approved by Council;

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- (d) an outline of the term for naming rights;
  - (e) a description of the purpose of the gift; and
  - (f) specification of how donors will be recognized by Enhance West Van on signage in venues, through marketing and print material, websites, and in all communications.
2. Upon Council approval of the naming rights agreement, funds obtained through naming opportunities related to the West Vancouver Community Centre, Aquatic Centre and Ice Arena shall be placed in Enhance West Van's bank account and will be recorded separately from Enhance West Van's non-naming funds. These funds will be spent by Enhance West Van on items contained within a Community Centres' Facility Needs List, subject to the District's standard budget procedures.

The Community Centres' Facility Needs List is a list approved through the following process:

- (a) the Community Centres' Facility Needs List is developed by District staff at the Community Centre and the Aquatic Centre, and by Enhance West Van;
  - (b) the Senior Manager, Community Services submits the Community Centres' Facility Needs List to the Director, Parks, Culture & Community Services and the Director, Finance & Corporate Services for approval; and
  - (c) upon approval, the Community Centres' Facility Needs List is presented to Enhance West Van by the Senior Manager, Community Services or a designated manager assigned by the Director for its consideration for the allocation of naming funds for approved items.
3. At a minimum, an annual review will be undertaken by Enhance West Van and the District to support the naming rights agreement on all naming gifts that have been approved by Council. The annual review will ensure that all parties comply with the naming rights agreement and are honouring the appropriate recognition to community donors. This plan will be reviewed annually by the Chair of Enhance West Van, the Director, Finance & Corporate Services, and the Director, Parks, Culture & Community Services to ensure compliance by the 31st of December of each calendar year.

### 3.6. Approval

- 3.6.1. Approval may be granted by the appropriate director or by a manager designated by the director of the division if the agreement meets all of the following criteria:
- the total value of the sponsorship or partnership from a single sponsor or partner is under \$75,000;
  - does not involve naming rights; and
  - complies with Sponsorships, Partnerships and Naming Rights Policy and Procedure.

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- 3.6.2. If the agreement is \$75,000 or greater, involves naming rights or varies from Sponsorships, Partnerships and Naming Rights Policy or Procedure, Council approval is required.
- 3.6.3. Each agreement must be documented in a signed sponsorship, partnership or naming rights agreement.
- 3.6.4. All agreements shall cover:
  - term duration;
  - ownership and control of assets;
  - the access, benefits, and services to be provided by the District;
  - the benefits and services to be provided by the sponsor or partner;
  - community outreach and engagement in accordance with the guidelines set out by the District's Communications, Indigenous & Community Relationships Division, including the use of the District's name, corporate logo, website and other District communications materials.

### **3.7. Documentation Plan**

- 3.7.1. The director of the division or a designated manager assigned by the director will develop a comprehensive plan for each sponsorship, partnership or naming rights project, program, facility and/or event.
- 3.7.2. The plan will include records and documentation of the solicitation and agreements of any sponsorship, partnership or naming right.
- 3.7.3. At the completion of each sponsorship, partnership and naming rights agreement, staff must document the benefits provided to the sponsor or partner.

### **3.8. Termination**

- 3.8.1. The District reserves the right to terminate an existing sponsorship, partnership or naming rights agreement should any of the following occur:
  - (a) the sponsor, partner or named individual uses the District's name, corporate logo, website and other District communications material outside the parameters of the agreement without written prior consent;
  - (b) the sponsor, partner or named individual develops a public image inconsistent or potentially harmful to the District's values, principles or strategic objectives;
  - (c) the sponsor, partner or named individual fails to uphold the terms of the agreement and places an undue liability or financial burden on the District;
  - (d) any other breach or perceived breach of the agreement;
  - (e) by mutual agreement between the District and the sponsor, partner or named individual; or
  - (f) where appropriate, without any specific cause, at the sole discretion of the District, if termination without cause is contemplated in the agreement.
- 3.8.2. Termination of all agreements will be at the discretion of the original approver(s).

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## 4. Approval

<b>Approved by</b>	<input type="checkbox"/> Municipal Manager	<input checked="" type="checkbox"/> Mayor and Council
<b>Approval date</b>	2025/05/12	
<b>Council minutes eDocs # (Council Procedures only)</b>	5821637	
<b>Council report eDocs # (Council Procedures only)</b>	5797339	
<b>Signature</b>	<u>[Original signed by Mayor]</u> MAYOR	

## 5. Additional Information

<b>Category</b>	<input checked="" type="checkbox"/> Council	<input type="checkbox"/> Administrative
<b>Date of last review</b>	2025	