

# DRAFT SUPPORT AND SPONSORSHIP OF TAURANGA COMMUNITY FACILITIES AND ACTIVITIES POLICY



<b>Policy type</b>	City		
<b>Authorised by</b>	Council		
<b>First adopted</b>	<i>[Adoption date]</i>	<b>Minute reference</b>	
<b>Revisions/amendments</b>		<b>Minute references</b>	
<b>Review date</b>	<i>[Note when the next review is required]</i>		

## 1. PURPOSE

- 1.1. To assist with the provision of community facilities, activities and projects by developing relationships between the council and people or organisations that can contribute their leadership, in-kind contributions and funding to enable those projects, facilities and activities.
- 1.2. To encourage collaboration with community-minded individuals, businesses and organisations wanting to support the delivery of local projects, facilities and activities for their neighbourhoods and community.
- 1.3. To be transparent about how the council may develop relationships and seek funding and support from individuals and organisations to develop and provide community projects, facilities and activities.
- 1.4. To guide the sponsorship and similar arrangements or support agreements between the council and other organisations for this purpose.
- 1.5. To manage expectations for the relationships developed between council and those organisations and individuals that enter into support agreements.

## 2. SCOPE

- 2.1. This policy applies to support arrangements with individuals, businesses and organisations for the community projects, facilities and activities provided by the council.
- 2.2. This policy does not apply to:
  - Partnership Agreements under the Community Funding Policy
  - The sale or purchase of council property
  - Advertising at council facilities and activities
  - Commercial activities on or in council property

### 3. DEFINITIONS

Term	Definition
Activity	a council activity is the preparation or delivery of any service, programme, product or event by, or on behalf of, the council.
Council	Tauranga City Council or any committee, subcommittee or elected member of the council or officer or other person authorised to exercise the authority of the council.
Facilities	are buildings, structures and spaces (including reserves) where our community can connect, socialise, learn and participate in social, cultural, art, sporting or recreational activities.
In-kind support	non-monetary assistance that includes, but is not limited to, discounts, remissions, material resources, time and services.
Projects	are projects that council leads or facilitates to deliver community activities or acquire, construct or develop community facilities.
Sponsorship	a commercial arrangement between council and a supporter whereby the benefits to council are financial contributions and/or in-kind support of a community activity or facility or project, and the benefits to the supporter are principally the association between the supporter and the community activity or facility or project.
Support agreements	agreements between council and an organisation or individual where council receives financial assistance, sponsorship, grants, and/or in-kind support in relation to an activity, facility or project.
Supporter	a supporter is any individual, business or organisation who provides support to an activity, facility or project pursuant to a support agreement with the council.

### 4. PRINCIPLES

4.1. The following principles underpin the council's approach to building relationships with supporters and seeking support (including financial support) for community projects, facilities and activities:

- **Community accessibility and affordability**  
Council aims to provide community facilities and activities that are accessible to as many people as possible and affordable to ratepayers.
- **Transparency**  
Council will operate in a transparent manner when seeking support for community projects, facilities and activities. This includes promoting opportunities for supporters to contribute to projects, facilities and activities, providing clear information about what the support is for, how it benefits our communities and what benefits supporters can expect from the council.

- **Accountability**

Council will ensure that the support received is used to assist with the delivery of projects, facilities and activities which benefit the community and will communicate this through appropriate, clear reporting.

- **Mana Whenua**

Council recognises our partnership relationship with iwi and hapū from Tauranga Moana and how this may inform our delivery of community projects, facilities and activities.

## **5. POLICY STATEMENT**

### **5.1. What can be supported**

5.1.1. Council will actively encourage supporters to sponsor community activities, facilities and projects in part or in whole.

5.1.2. Council may permit sponsorship of a project, activity or facility where the arrangement will:

- be beneficial to the community
- not raise legal, moral or ethical concerns
- not prevent access to other significant sources of funding for that facility, activity or project.

### **5.2. Who council will enter into arrangements with**

5.2.1. Council will only enter into support agreements with a supporter whose values, practices and products are not in conflict with council values and policies. Council staff will undertake a due diligence process in respect of a prospective supporter before entering into a support agreement.

5.2.2. Council will seek support agreements where the relationship with the supporter provides opportunities for cooperation, sponsorship or collaboration.

5.2.3. Council will not enter into support agreements:

- where there is a significant risk of a conflict of interest that cannot be appropriately managed
- with supporters involved in the delivery of products or services that are considered by the council or its delegate to be injurious to health or in conflict with the council's values or responsibilities.

### **5.3. Limitations on arrangements**

5.3.1. Council will not enter into a support agreement that imposes or implies conditions that would limit, or appear to limit, the council's ability to carry out its functions fully or impartially.

5.3.2. While arrangements can be mutually beneficial, these relationships and support agreements are not:

- a means of gaining favourable terms for the supporter from the council in any other arrangement
- an endorsement of a supporter or the supporter's products by the council.

5.3.3. Council will retain the right to terminate any support agreement in the event of the supporter bringing the council into disrepute and support agreements will include this term.

#### **5.4. Protection of council's interests and intellectual property**

5.4.1. Council will retain the right to attach its name and logo to any project, activity or facility that is subject to a support agreement.

5.4.2. Support agreements will address the use of intellectual property by both the council and the supporter. Depending upon the level and nature of the support, council may permit supporters to:

- use the Tauranga City Council name, logo and images
- to link to the council's website.

5.4.3. Council will retain ownership of any facility that is subject to a support agreement unless the council resolves to make an exception in favour of another form of community ownership of that facility.

5.4.4. When facilities are sponsored, the council reserves the right to cover internal sponsorship signs during a hire if there is a direct conflict with a hirer. Sponsorship of a facility does not entitle the sponsor to restrict users of the facility.

#### **5.5. Support agreements**

5.5.1. Each support agreement will be in writing and the following matters will be considered when negotiating and preparing a support agreement:

- the benefits to the council and the community
- the opportunities for cooperation and collaboration between the parties
- the opportunities available to the supporter, including advertising opportunities, if any
- the duration of the agreement
- the use of intellectual property by each party (including where appropriate, the use of council's name, logo and images by the supporter)
- the form or forms of acknowledgement of the relationship and support by each party
- the criteria for a termination of the agreement
- the key contacts that are responsible for managing the agreement for each party
- suitable processes to deal with changes in circumstances during the term of the support agreement
- additional matters that are appropriate to cover in an agreement of this kind.

#### **5.6. Promotion by supporters**

5.6.1. Council encourages supporters to promote their support and their relationship with council through advertising. Such advertising must:

- not conflict with council's values and not injure council's reputation or business
- comply with accepted professional standards

- where located on or in council facilities, be in accordance with council by-laws and policies
- where located on or in council facilities or at an activity, not negatively impact on the operating requirements of the facility or activity that is supported.

## 5.7. General

- 5.7.1. Elected members and council staff must not receive a personal benefit from a support agreement, other than where that benefit is the same benefit available to any other member of the public.
- 5.7.2. Where practicable, council sponsorship arrangements will be subject to an open, competitive process.
- 5.7.3. Any naming or re-naming of a facility or part of a facility for the purposes of acknowledging support or sponsorship must be in accordance with council's Naming Policy.
- 5.7.4. Support of council facilities, activities and/or projects does not imply that council endorses the supporter or the supporter's products or services (if any).
- 5.7.5. All support arrangements will be in accordance with council policies (including the Procurement Policy and Naming Policy).

## 6. DELEGATIONS

- 6.1. The Chief Executive has delegated authority to enter into negotiations for support agreements with potential supporters.
- 6.2. With the exception of support agreements that include naming rights for a council facility or part of a facility, the Chief Executive has delegated authority to approve support agreements up to the value of their delegated authority limits for expenditure.
- 6.3. The Chief Executive has authority to sub-delegate all their delegated authority relating to this policy, subject to the authority to approve support agreements being limited to the sub-delegate's own financial authority limits.

## 7. REFERENCES AND RELEVANT LEGISLATION

- Naming Policy
- Procurement Policy

## 8. ASSOCIATED POLICIES/PROCEDURES

- Naming Policy
- Procurement Policy

## 9. SCHEDULES

N/A.