

Notes on research for Sponsorships of Public Facilities by Charlene

No information published for Indian River County.
Mark is covering Martin County.
Leslie requested the SLC information.

Miami Beach:

Naming and re-naming of public facilities required a robust public referendum process, considering all names to be permanent. This is inline with our present naming process. Miami Beach passed changes to their Ordinance/process to include another option for the selling of sponsorships (<20 years) for certain facilities, mainly entertainment venues. This is not a new process, but a modification of the existing one. These changes remove the public referendum process and allow the naming/re-naming of certain facilities for a specified amount of time and money. They hired a consultant to actually go out and solicit sponsors – their focus being on corporate sponsors. See the attached for the coversheet and marked up Ordinance.

Coral Gables:

Sponsorships are not subject to public scrutiny. Those less than \$50,000 can be approved by the City Manager, and those over \$50,000 require City Commission approval. This is a contractual agreement between the sponsor and the City, which must be reviewed by the City Attorney. Sponsorships are clearly for commercial and marketing benefits of the Sponsor. There is a separate section in their Ordinances for Sponsorship (see attached).

Pinellas County:

A request for sponsorship (RFS) is publicized, and the applications are posted for 10 days on their website for public objection. This Policy outlines rules on what can be used and how for promotion and marketing purposes. City staff (there are a number of steps for approval) makes the final decision on sponsorships it appears. The Policy is attached.

I also attached a Naming Rights article that is a good overview of this issue. Please review our Naming Process for the next meeting to determine if and how sponsorship can be added to this Process.

Naming rights

Naming rights are a financial transaction and form of advertising or memorialization whereby a corporation, person, or other entity purchases the right to name a facility, object, location, program, or event, typically for a defined period of time. For properties such as multi-purpose arenas, performing arts venues, or sports fields, the term ranges from three to 20 years. Longer terms are more common for higher profile venues such as professional sports facilities.^[1]

The distinctive characteristic for this type of naming rights is that the buyer gets a marketing property to promote products and services, promote customer retention and/or increase market share.

There are several forms of corporate sponsored names. For example, a *presenting sponsor* attaches the name of the corporation or brand at the end (or, sometimes, beginning) of a generic, usually traditional, name (e.g. Mall of America Field at Hubert H. Humphrey Metrodome); or, a *title sponsor* replaces the original name of the property with a corporate-sponsored one, with no reference to the previous name.

Contents

Stadium naming

In the United States

Outside the United States

Other examples

Public transit

Sports

Competitions

Media

Unofficial Naming Rights

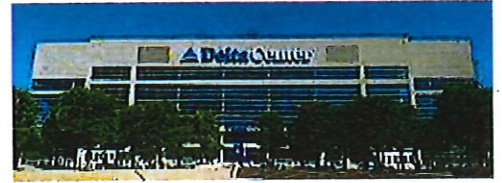
Social connotations

Nonprofit usage

See also

References

External links



Delta Air Lines held the naming rights to the main indoor arena in Salt Lake City from 1991 to 2006.



The same arena was renamed EnergySolutions Arena (now Vivint Arena) in late 2006. Temporary signage covered up the previous Delta Center logo after the new naming rights sponsor was announced.

Stadium naming

Stadium naming may have shifted in recent years to promoting corporate trade names, but in earlier decades is largely traced to the family names of company founders.

The record for the highest amount paid for naming rights belongs to Scotiabank Arena. On August 29, 2017, a 20-year/\$800 Million (CAD) sponsorship deal was reached between Maple Leaf Sports and Entertainment and Canada's Bank of Nova Scotia to rename Toronto's Air Canada Centre. The home of the NHL's Toronto Maple

Leafs and NBA's Toronto Raptors became known as Scotiabank Arena on July 1, 2018.^[2]

Prior to the Scotiabank Arena deal, the record belonged to Citi Field (opened in 2009) and Barclays Center (opened in 2012), both located in New York City, US. Each garnered deals of \$20 million (USD) per year for at least 20 years.^[3]

The New Meadowlands Stadium, shared home of the New York Giants and New York Jets in East Rutherford, New Jersey, US, was expected to eclipse both deals, with experts estimating it would value \$25–30 million annually.^[4] It ultimately fell short of that benchmark, with MetLife Stadium earning \$17 million annually from its naming rights deal with MetLife.^[5]

Occasionally, the purchaser of a stadium's naming rights may choose to donate those rights to an outside organization, typically one to which it is closely related. Probably the most notable example of this is Friends Arena, a major stadium in Stockholm. The facility was originally known as Swedbank Arena, but in 2012 that company donated those rights to the Friends Foundation, an organization seeking to combat school bullying that is heavily sponsored by Swedbank.^[6] More recently, the Kentucky Farm Bureau, an organization promoting the interests of Kentucky farmers that is best known to the non-farming public for its insurance business, acquired the naming rights to the University of Kentucky's new baseball park in 2018. The Farm Bureau in turn donated those naming rights to the Kentucky Department of Agriculture, naming the venue Kentucky Proud Park. The sponsored name is the brand used by said state agency in its marketing campaign for agricultural products produced in that state.^[7]

In the United States



Citizens Bank Park baseball stadium in Philadelphia; naming rights were purchased by Citizens Financial Group in 2003 for twenty years at \$95 million.

Naming rights in United States may have been traced back to 1912 with the opening of Fenway Park in Boston. The stadium's owner had owned a realty company called "Fenway Realty" (itself named for a nearby parkland), so the promotional value of the naming has been considered.^[8] Despite this, it is more widely believed to have begun in 1926 when William Wrigley, the chewing gum magnate and owner of the Chicago Cubs, named his team's stadium "Wrigley Field". In 1953, Anheuser-Busch head and St. Louis Cardinals owner August Busch, Jr. proposed renaming Sportsman's Park, occupied by the Cardinals, "Budweiser Stadium".^[9] When this idea was rejected by Ford Frick, the Commissioner of Baseball at that time, Anheuser-Busch then proposed the title "Busch Stadium" after one of the company's founders. The name was readily approved, and Anheuser-Busch subsequently released a new product called "Busch Bavarian Beer" (now known as Busch Beer). The name would later be shifted to the Busch Memorial Stadium in 1966, shortened in the 1970s to "Busch Stadium" and remained the stadium's name until it closed in 2005. By that time, Major League Baseball's policy had changed – with Coors Field in Denver and Miller Park in Milwaukee going up in that span – and Anheuser-Busch (who retained the naming rights after selling the team) was able to use the same name for the Cardinals' new stadium which opened on April 4, 2006. Foxboro Stadium, the home of the New England Patriots between 1970 and 2001, was an early example of a team selling naming rights to a company that did not own it, naming the stadium Schaefer Stadium after the beer company from its erection until 1983.

The public reaction to this practice is mixed. Naming rights sold to new venues have largely been accepted, especially if the buyer is well-established and has strong local connections to the area, such as the cases of Rich Stadium (now Highmark BlueCross BlueShield Stadium) in the Buffalo suburb of Orchard Park, Heinz Field in Pittsburgh, and Coors Field in Denver. Selling the naming rights to an already-existing venue has been notably less successful, as in the attempt to rename Candlestick Park in San Francisco to 3Com Park. The general public (and some media outlets) continued to call the facility what it had been known as for over three decades—i.e. Candlestick Park. After the agreement with 3Com expired, the rights were resold to Monster Cable, and the

stadium was renamed Monster Park. San Francisco voters responded by passing an initiative (Proposition H)^[10] in the November 2004 elections that essentially stipulated the name must revert to Candlestick Park once the contract with Monster expired in 2008. The initiative proved largely ceremonial, however, and it was overturned by the passage of Proposition C in 2009 in response to desperate economic times.^[11] The naming rights to the park were never resold and the stadium closed in 2014.

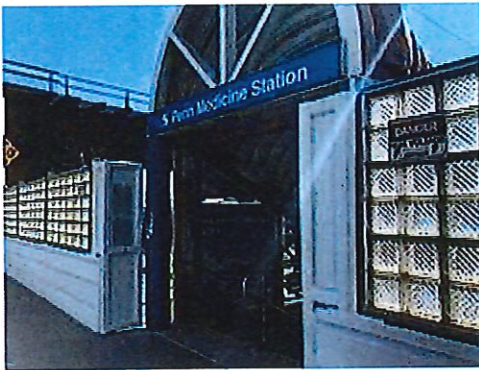
Outside the United States

Sports stadiums with naming rights deals are not limited to the United States. "Named" stadiums can be found in countries including Australia, Japan, China, Finland, Canada, Israel and Germany, where 8 of the 10 largest football stadiums have their naming rights sold to corporate sponsors. The practice is widening in the United Kingdom; for instance the current stadium of Bolton Wanderers is the University of Bolton Stadium (after 17 years as Reebok Stadium and 4 as Macron Stadium) and Arsenal Football Club's stadium (opened for the 2006/2007 season) is the Emirates Stadium, their previous ground being Arsenal Stadium. In cricket, the most famous example is The Oval, home of Surrey County Cricket Club. It has had several sponsors over the years, and is currently known as "The Kia Oval", having originally been known as the "Kennington Oval", after the district of London in which it is located.



Allianz Arena, Munich, Germany, whose naming rights were purchased by the financial services company Allianz SE

Other examples



Penn Medicine Station in Philadelphia, with naming rights acquired by the University of Pennsylvania Health System.

While the highest prices have traditionally been paid for stadium rights, many companies and individuals have found that selling their naming rights can be an important consideration in funding their business. In the last few years many new categories have opened up, such as the selling of the rights to name a new monkey species for \$650,000.^[12]

Public transit

Naming rights to public transit stations have been sold in Las Vegas and Philadelphia (NRG station, Jefferson Station, and Penn Medicine station).^[13] Such sales have been contemplated in New York^[14] and Boston, and ruled out in San Francisco.^[15] A sponsorship for the MBTA's State Street station by Citizens Bank lasted from 1997 to 2000. In Tampa, naming rights for both streetcar stations and rolling stock are available.^[16]

In December 2016, the Los Angeles County Metropolitan Transportation Authority approved a naming rights policy for its facilities and routes, but later rescinded the policy two months later over potential lawsuits for skipping sponsors.^{[17][18]}

An example outside of the United States would be Monumento Station in the Manila Light Rail Transit System in the Philippines, which was renamed Yamaha Monumento Station on February 14, 2018, after renovations.^[19]

Sports

Naming rights in the realm of sports is common for both stadiums and sports competitions and series. In addition, some sports teams adopt a name of the sponsor as their team or club name (see List of sports clubs named after a sponsor).

Competitions

In association football, leagues and cup competitions sometimes adopt the name of their sponsors. For example, England's Premier League was known as the Barclays Premier League until 2016, and its FA Cup is officially the Emirates FA Cup.^[20] The Premier League announced in 2015 that it would not accept a title sponsorship beginning in the 2016–17 season.^[21] Since 2020, the French Professional Football Ligue adopted the name of Ligue 1 Uber Eats.

In college football, all of the Division I bowl games have either modified or abandoned their traditional names in favor of title sponsors. While most include the traditional name in some form (e.g., Capital One Orange Bowl, The Rose Bowl Game presented by Northwestern Mutual), there have been bowl games that have totally eliminated their traditional name in favor of solely using a corporate sponsor's name in an effort to dissuade fans from using a generic name (for instance, the former Tangerine Bowl is now the Camping World Bowl, and the Gator Bowl was for a time known as the TaxSlayer Bowl), a move that generally is treated with consternation from fans. Team names and even whole leagues have occasionally been sold to corporate sponsors as well (examples include the New York Red Bulls in the former case, the NET10 Wireless Arena Football League for the latter), but this is generally rare in the United States and more common in other parts of the world.

During the 1980s, sanctioned auto races in NASCAR and IndyCar began to abandon their traditional names in favor of exclusive sponsor names. The trend expanded rapidly in NASCAR such that in 1991, all 29 races in the Winston Cup Series featured sponsor names (including the Daytona 500, which was given a presenting sponsor as the Daytona 500 by STP), with little or no reference to the original names. As of the 2010s, very few exceptions remain in NASCAR (such as the Daytona 500, which no longer uses the presenting sponsor), and typically races without sponsor names only lack them because a suitable sponsor could not be secured in enough time. IndyCar follows suit, with most races (except the very traditional Indianapolis 500) embracing title sponsorship. Sports media coverage (such as ESPN news reports) typically refer to races by the town in which the home race track is held, avoiding the use of sponsored names in news coverage.

Media

Television and radio series, especially in the early days of each medium, frequently sold the naming rights to their programs to sponsors, most of whom bankrolled the program; examples include Texaco Star Theatre and The Philco Television Playhouse. This form of sponsorship fell out of favor in the late 1950s.

Unofficial Naming Rights

The International Star Registry is a commercial company that since 1979 has sold unofficial naming rights to stars (i.e., the astronomical objects). The naming services are limited to an entry in a book, and carry no scientific or official authenticity according to professional astronomers.^{[22][23][24][25]}

Social connotations

In some places, and especially in the UK and United States, the naming or renaming of arenas or events is usually met with disapproval from the general public. Some people see it as an example of a selling out,^{[26][27][28][29]} especially when they see no obvious benefit to themselves. They often refuse to use a new name, preferring instead to use a non-branded name, especially in colloquial situations. Rebranding can also

lead to confusion.^[30] In such cases, there may be a lengthy period during which the property is known by both names. A common example is Willis Tower in Chicago which was and often still is referred to as the "Sears Tower", even though the building was sold some time ago.

Sporting events such as the FIFA World Cup, UEFA Euro, Olympic Games and the Paralympic Games prohibit the use of corporate-sponsored name on stadiums, construing the practice as a form of ambush marketing. Any stadium that uses a corporate-purchased name must always be referred to in all event-related media (including live broadcasts) by a generic name (e.g., General Motors Place was referred to as "Canada Hockey Place" during the 2010 Winter Olympics). The regular corporate signage of a site, including billboards and deck advertising, is usually covered up in these cases; in the FIFA case the signage is replaced solely with FIFA sponsors. However, with the near-universal use of LED ribbon boards, scoreboards, and sideline boardings since the mid-2000s in most major league sites where only known sponsors have advertising displayed, "neutralizing" an arena has become a much easier process than in the past.

Nonprofit usage

A nonprofit organization has the option to recognize a major gift from a donor by bestowing naming rights to a property in recognition of the financial support. This is not a financial transaction in the style of the private sector. For example, in honor of the more than \$60 million donated over the years by one donor to the National Air and Space Museum properties, the directors of the Smithsonian Institution chose to name its satellite facility in Loudoun County, Virginia, after the donor, calling it the Steven F. Udvar-Hazy Center.

Walgreen Coast, a portion of the coast of Antarctica was so named because the Walgreens pharmacy chain sponsored the Byrd Antarctic Expedition.^[31]

See also

- List of cultural entities with sole naming rights
- List of sponsored sports venues
- Sponsor (commercial)

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External links

- [List of American corporate-named sports venues \(http://www.espn.go.com/sportsbusiness/s/stadiumnames.html\)](http://www.espn.go.com/sportsbusiness/s/stadiumnames.html) on [ESPN.com](http://www.espn.com)
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MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Raul J. Aguila, City Attorney
DATE: December 11, 2019

First Reading

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PUBLIC PROPERTY," BY AMENDING ARTICLE VI, ENTITLED "NAMING OF PUBLIC FACILITIES AND ESTABLISHMENT OF MONUMENTS OR MEMORIALS," BY AMENDING SECTION 82-501 THEREOF, ENTITLED "GENERALLY," TO PROVIDE FOR CERTAIN EXEMPTIONS FROM THE REQUIREMENTS OF THE ORDINANCE; AND BY AMENDING SECTION 82-503 THEREOF, ENTITLED "NAMING OF PUBLIC FACILITIES; CO-NAMING AND RE-NAMING OF STREETS," BY AMENDING SUBSECTION (A) THEREOF, TO EXEMPT THE NAMING OR RE-NAMING OF CERTAIN SPECIFIED CITY-OWNED PUBLIC FACILITIES FROM THE VOTER REFERENDUM REQUIREMENT OF SECTION 82-503(6) OF THE CITY CODE, PROVIDED THAT SUCH NAMING OR RE-NAMING IS FOR A LIMITED TERM OF YEARS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

BACKGROUND/HISTORY

The City's ordinance for the naming of public facilities, as set forth in Section 82-501 through 82-503 of the City Code (the "Naming Ordinance"), includes a robust public input process for the review and approval of the naming or re-naming of the exterior of most City-owned public facilities, including parks. In addition to a public hearing requirement, review by the Neighborhoods/Community Affairs Committee, and approval by a 5/7ths vote of the City Commission, the Naming Ordinance currently requires voter referendum approval for the exterior naming or re-naming of most City-owned public facilities and parks.

Although the City's Naming Ordinance contemplated that a referendum would be required for the *permanent* naming of a public facility, i.e., in perpetuity, many naming rights opportunities, particularly as part of sponsorship deals for performance or entertainment venues, are increasingly negotiated for a limited term of years. Such sponsorships may yield substantial additional revenues for the benefit of the City.

Accordingly, the proposed amendments to the City's Naming Ordinance, sponsored by Commissioner Samuelian, are intended to complement and facilitate the City Commission's ongoing efforts to identify additional revenue sources through potential corporate sponsorships, **by streamlining the approval requirements for term-limited naming rights at certain City facilities**, i.e., facilities such as event rental facilities or entertainment venues, which lend themselves to corporate sponsorship opportunities.

On October 17, 2018, the Mayor and City Commission adopted Resolution No. 2018-30577, accepting the recommendation of the Finance and Citywide Projects Committee at its September 14, 2018 meeting, and directing the Administration to identify alternative revenue streams and issue a competitive solicitation for corporate sponsorships, including specifically naming rights for the Miami Beach Convention Center.

On July 31, 2019, the Mayor and City Commission adopted Resolution No. 2019-30916, and authorized dual negotiations for the selection of a corporate sponsorship marketing consultant, to assist the City in identifying potential sponsorship and naming rights deals. It is anticipated that the final selection of the City's corporate sponsorship consultant will be made at the January, 2020 City Commission meeting.

ANALYSIS

At the July 31, 2019 City Commission meeting, as part of the discussion of the selection of the City's sponsorship consultant, the City Attorney explained that the requirement for a referendum of the exterior naming of City facilities was established by the City Commission and codified in Section 82-503 of the City Code. **The referendum requirement for naming of public facilities is not a City Charter requirement.** Accordingly, the approval process for the naming of City facilities may be determined by the City Commission, and the current requirements may be revised via an amendment to Chapter 82 of the City Code.

Prior to 2014, pursuant to Section 82-505 of the City Code, naming rights involving monetary terms were exempted altogether from the referendum requirements of the Naming Ordinance for all city public facilities. This exemption, however, was eliminated by the City Commission in June, 2014, as Section 82-505 was deleted via Ordinance No. 2014-3875.

THE PROPOSED ORDINANCE AMENDMENTS

The proposed amendment to the Naming Ordinance accomplishes the following:

- 1- Eliminates the existing exemption in Section 82-501 for the "Altos del Mar Sculpture Park," as this project never came to fruition

and does not exist, and restates the existing exemptions for the remaining facilities that have always been exempt from the Naming Ordinance (specifically, the Bass Museum, the New World Symphony, the Miami City Ballet building, the Miami Beach Botanical Garden, and the Fillmore at the Jackie Gleason).

2- Creates an exemption from the Naming Ordinance in Section 82-501 for the naming of city-owned properties that are subject to long-term leases in excess of fifty (50) years pursuant to public-private partnerships, such as the long-term ground lease for the Miami Beach Convention headquarter hotel, or the City's long-term ground leases for commercial projects such as The Lincoln (1691 Michigan Avenue) or Lincoln Place (1601 Washington Avenue).

3- Provides an exemption from the referendum requirement for naming rights having a term of less than 20 years (including renewal periods), for certain listed City facilities that lend themselves to corporate sponsorship opportunities, namely:

- i. Miami Beach Convention Center, 1901 Convention Center Drive;
- ii. Colony Theater, 1040 Lincoln Road;
- iii. 10th Street Auditorium/Welcome Center, 1001 Ocean Drive;
- iv. Historic City Hall, 1130 Washington Avenue;
- v. 1701 Meridian Avenue;
- vi. North Beach Bandshell, 7275 Collins Avenue;
- vii. Byron Carlyle Theater, 500 71 Street;
- viii. City-owned and operated parking garages;
- ix. Adaptive Recreation Center, 5601 Collins Avenue (to be constructed); and
- x. 72nd Street Civic Complex, 263-299 72nd Street (to be constructed)

4- Preserves the referendum requirement for the naming of any City park, or for naming rights for all City facilities if the term of the naming rights deal exceeds twenty (20) years, and otherwise leaves intact the City Commission approval requirement for naming, including review by the NCAC Committee and approval by a 5/7ths vote of the City Commission following a duly advertised public hearing.

The foregoing amendments are intended to complement the City's efforts to identify corporate sponsorships and generate substantial additional revenue for the City, particularly for a naming rights deal for the Miami Beach Convention Center. For a naming rights deal for a term of years, the referendum requirement creates a very high barrier to entry, and prospective corporate sponsors will likely be unwilling to go through the time and expense (not to mention the risk), of a public referendum process, simply to enter into a sponsorship arrangement. For these reasons, the proposed ordinance amendment exempts term-limited naming rights deals for certain public facilities from the referendum requirement, while still maintaining a high standard of public engagement for the review and approval of all naming rights granted by the City.

Applicable Area

Citywide

Is this a Resident Right to Know item?

Yes

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking

Office of the City Attorney

Sponsor

Commissioner Mark Samuelian

ATTACHMENTS:

Description

- [Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PUBLIC PROPERTY," BY AMENDING ARTICLE VI, ENTITLED "NAMING OF PUBLIC FACILITIES AND ESTABLISHMENT OF MONUMENTS OR MEMORIALS," BY AMENDING SECTION 82-501 THEREOF, ENTITLED "GENERALLY," TO PROVIDE FOR CERTAIN EXEMPTIONS FROM THE REQUIREMENTS OF THE ORDINANCE; AND BY AMENDING SECTION 82-503 THEREOF, ENTITLED "NAMING OF PUBLIC FACILITIES; CO-NAMING AND RE-NAMING OF STREETS," BY AMENDING SUBSECTION (A) THEREOF, TO EXEMPT THE NAMING OR RE-NAMING OF CERTAIN SPECIFIED CITY-OWNED PUBLIC FACILITIES FROM THE VOTER REFERENDUM REQUIREMENT OF SECTION 82-503(6) OF THE CITY CODE, PROVIDED THAT SUCH NAMING OR RE-NAMING IS FOR A LIMITED TERM OF YEARS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City's ordinance for the naming of public facilities, as set forth in Section 82-503 of the City Code (the "Naming Ordinance"), includes a robust public input process for the review and approval of the naming or re-naming of the exterior of most City-owned public facilities, including parks; and

WHEREAS, in addition to a public hearing requirement, review by the Neighborhoods/Community Affairs Committee, and approval by a 5/7ths vote of the City Commission, the Naming Ordinance currently requires voter referendum approval for the exterior naming or re-naming of most City-owned public facilities and parks; and

WHEREAS, although the City's Naming Ordinance contemplated the *permanent* naming of public facilities, in perpetuity, many naming rights opportunities, particularly as part of sponsorship deals for performance or entertainment venues, are increasingly common for a limited term of years, and such sponsorships may yield substantial additional revenues for the owner of the public facility; and

WHEREAS, the Administration anticipates that a consultant will be engaged to assist the City in identifying sponsorship opportunities, including naming rights, by January or February, 2020; and

WHEREAS, the voter referendum requirement in the City's Naming Ordinance will likely discourage many prospective naming rights sponsors, who may not consider it worthwhile to proceed with a public referendum process for a naming rights opportunity for a limited term of years; and

WHEREAS, accordingly, the Mayor and City Commission desire to amend the City's Naming Ordinance to exempt certain specified City facilities from the referendum requirements of the City's Naming Ordinance, but only where the proposed naming or re-naming is for a limited term of twenty (20) years or less, including option periods.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That section 82-501 through 82-503 of Article VI of Chapter 82 of the Code of the City of Miami Beach is hereby amended as follows:

**CHAPTER 82
PUBLIC PROPERTY**

* * *

**ARTICLE VI. NAMING OF PUBLIC FACILITIES AND ESTABLISHMENT OF
MONUMENTS OR MEMORIALS**

* * *

Sec. 82-501. Generally

- (a) No public facility located in or owned by the city shall be named except in accordance with the procedures set forth in this article.

- (b) No monument or memorial shall be established within the city except in accordance with the procedures set forth in this article.
- (c) ~~Effective upon adoption of this Ordinance No. 2014-3875, n~~No street located in the city shall be hereafter named, renamed, or co-named, except as provided in Section 82-503(c), hereof. ~~The Bass Museum of Art; the city-owned building, located at 2200 Liberty Avenue, Miami Beach, Florida (the Miami City Ballet Building); and the city-owned cultural facility referred to as the "Jackie Gleason Theater of the Performing Arts," located at 1700 Washington Avenue, Miami Beach, Florida, shall be exempt from the provisions of this article, as hereinafter provided: all or any portion(s) of the city-owned property comprising the public cultural facility known as the "Altos Del Mar Sculpture Park," located within a portion of Altos Del Mar Park, on Collins Avenue between 76th and 77th Street, Miami Beach, Florida (the ADMSP Sculpture Park) and all or any portion(s) of the city-owned property comprising the Miami Beach Botanical Garden, located at 2000 Convention Center Drive; and the ground level, exterior portions of these certain leased premises as described and identified in the lease agreement between the city and the New World Symphony (NWS), dated January 15, 2004 (the NWS Lease), and including the ground level, exterior portions of the NWS building and other tenant improvements (as said term is also defined in the NWS Lease) and the city-owned park bounded by Washington Avenue, 17th Street, Lincoln Lane, and Pennsylvania Avenue, the city-owned garage (currently referred to as the Pennsylvania Avenue Garage), and any and all other city-owned buildings, structures, furnishings, fixtures, improvements, streets, sidewalks, and/or rights of way in connection with the NWS project, shall be exempt from the provisions of this article.~~
- (d) Exemptions: Subject to the conditions set forth herein, the following city-owned properties shall be exempt from the provisions of this article: The Bass Museum, 2100 Collins Avenue; Miami City Ballet, 2200 Liberty Avenue; The Fillmore Miami Beach at the Jackie Gleason Theater, 1700 Washington Avenue; Miami Beach Botanical Garden, 2000 Convention Center Drive; New World Symphony (NWS) complex, including, without limitation, the NWS building located at 500 17th Street, Soundscape Park, 400 17th Street, and the Pennsylvania Avenue Garage, 1661 Pennsylvania Avenue; and any city-owned property that is subject to a lease having a term, including option periods, of at least fifty (50) years or more, including, without limitation, the Miami Beach Marina and the Miami Beach Convention Center headquarter hotel, provided, however, that the exemption for any such city-owned property shall automatically terminate upon the earlier of the expiration or termination of the lease.
- (1) The Miami City Ballet Building shall only be exempt for so long as: (i) said building is occupied, operated and maintained by Miami City Ballet, Inc., a not-for-profit corporation; (ii) the building is used as the principal headquarters, administrative offices, and studio and teaching facilities of the Miami City Ballet; and (iii) Miami City Ballet, Inc., remains in good standing and free from defaults under ~~that certain~~its then-existing lease agreement

for the Miami City Ballet Building between the city, as landlord, and Miami City Ballet, Inc., as tenant (the Miami City Ballet lease). The exemption for the Miami City Ballet building shall automatically terminate upon the earlier of the expiration or other termination of the lease between the Miami City Ballet, Inc. and the city.

~~The ADMSP Sculpture Park shall only be exempt from the provisions of this article for so long as:~~

~~(1) The Sculpture Park is occupied, operated and maintained by Altos Del Mar Sculpture Park, Inc., a not-for-profit corporation;~~

~~(2) The Sculpture Park remains free and open to the general public; and~~

~~(3) Altos Del Mar Sculpture Park, Inc., remains in good standing and free from defaults under that certain management agreement between the city and Altos Del Mar Sculpture Park, Inc., dated June 3, 2009.~~

(2) The NWS complex leased premises shall only be exempt from the provisions of this article for so long as: (i) All of the NWS leased premises (including the NWS building and all of the tenant improvements) remain leased, are occupied, operated, and maintained by New World Symphony Inc., a not-for-profit corporation; (ii) the NWS building is continuously used as the principal headquarters, administrative offices, and performance facilities of the NWS, and the other tenant improvements are continuously used for their original purpose(s) under the NWS's then-existing lease with the city; and (iii) NWS remains in good standing and free from defaults under the NWS lease, ~~the development agreement between the city and NWS, dated January 5, 2004 (the NWS development agreement),~~ and any other agreements between the city and NWS, whether in existence as of the effective date of this article, or as may be subsequently entered into. The exemption for the NWS complex shall automatically terminate upon the earlier of the expiration or other termination of the lease between the New World Symphony, Inc. and the city. ~~;~~ and

(3) Notwithstanding the exemption provided herein for the NWS complex, any name(s) proposed for all or any portion of the NWS complex leased premises shall be subject to the following conditions:

- (i) All names shall be subject to the prior written consent of the city, which shall not be unreasonably withheld, conditioned or delayed;
- (ii) No name shall be permitted which includes the name of any company selling the following types of products: guns, tobacco, or sexual products;
- (iii) There shall be no naming after an individual who has been convicted of a felony;

- (iv) No name shall be permitted to remain beyond term of the NWS lease agreement, unless expressly approved by city; and
 - (v) Notwithstanding conditions (i) through (iv) above, NWS shall be entitled to keep naming rights revenues; provided it dedicates and utilizes such revenues exclusively for the maintenance, management, and/or operation of the NWS building and/or tenant improvements;
- (4) The Miami Beach Botanical Garden shall only be exempt from the provisions of this article for as long as: (i) the Miami Beach Botanical Garden is occupied, operated and maintained by the Miami Beach Garden Conservancy, a not-for-profit corporation; (ii) the Miami Beach Botanical Garden remains free and open to the general public; and (iii) the Miami Beach Garden Conservancy remains in good standing and free from defaults under that certain its then-existing management agreement between the city and the Miami Beach Garden Conservancy, dated July 1, 2007. The exemption for the Miami Beach Garden Conservancy shall automatically terminate upon the earlier of the expiration or termination of the then-existing aforesated management agreement between the city and the Miami Beach Garden Conservancy.
- ~~(5) The exemption for the Miami City Ballet building and for the NWS leased premises complex shall automatically terminate upon the earlier of the expiration or other termination of, respectively, the Miami City Ballet lease and the NWS lease. The exemption for the ADMSP Sculpture Park shall automatically terminate upon the earlier of the expiration or other termination of the aforesated management agreement. The exemption for the Miami Beach Garden Conservancy shall automatically terminate upon the earlier of the expiration or termination of the then-existing aforesated management agreement.~~

Sec. 82-502. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Committee means the community affairs committee created by the city commission on March 18, 1998, and as merged with the neighborhood committee on November 25, 2003, pursuant to Resolution No. 2003-25446, or any other such committee designated by the city commission to review and recommend names for public facilities and the co-naming of streets, and approve the establishment of monuments or memorials to be located within or owned by the city.

Memorial means a site, art work or structure created to preserve the memory of a significant event(s) or person(s).

Monument means a bust, sculpture, or similar structure, erected in honor of a significant event(s) or person(s).

Public facility means any public building or park owned by the city.

Street means that area of a public right-of-way improved, designed, and ordinarily used for vehicular traffic and/or parking including, without limitation, avenues, roads, drives, lanes, boulevards, courts, and alleys. For purposes of this article, streets shall only be intended to include city-owned streets, and not state- or county-owned and/or controlled streets.

Sec. 82-503. Naming of public facilities; co-naming and renaming of streets.

- (a) *Naming of an exterior portion of a public facility (including naming of a park).* Whenever a name is needed for a new public facility, or whenever there is a request to rename an existing public facility, within or owned by the city, the naming, or renaming, shall first be considered and reviewed by the committee according to the following procedures:
- (1) Any person, organization, association, corporation or other entity, including a member of the city commission or the administration of the city, may propose a name for a new public facility, or may propose renaming an existing public facility, at any time by submitting the proposed name in writing (the proposal) to the committee.
 - (2) Within a reasonable time after receipt of the proposal, the committee shall meet to consider and review the naming, or renaming, of the public facility. Notice of the meeting shall be given to all persons who proposed the name, or rename, for the public facility.
 - (3) After reviewing the proposal, the committee shall transmit its recommendation to the city commission regarding the proposal.
 - (4) Within a reasonable time after receiving the recommendation from the committee on the proposal for the naming or renaming, the city commission shall call a public hearing.
 - (5) Notice of the public hearing regarding the naming or renaming of the public facility, shall be published at least ten (10) days prior to the hearing in a newspaper of general circulation in the city.
 - (6) Except as provided in subsection (8), Any any proposed naming, or renaming, of a public facility approved by the city commission must be

approved by a 5/7ths vote, and must also be submitted to the electorate of the city by referendum at the next regularly scheduled election. The name shall be approved by a majority of the electorate voting in the referendum.

(7) ~~Notwithstanding any other provision of this section, p~~Public facilities shall not be named, or renamed, for living persons, unless such persons are over 100 years of age; or, for living persons under 100 years of age, unless the naming or renaming is (i) approved by a majority of the members of the committee; (ii) approved by the city commission by a 5/7 ths vote; and (iii) submitted to the electorate of the city by referendum at the next regularly scheduled election and approved by a majority of the electorate voting in such referendum. ~~However, this provision shall not apply to public facilities named or renamed prior to June 29, 1991.~~

(8) ~~Notwithstanding any other provision of this section, t~~The referendum requirements of this section shall not apply to (i) where a public facility that is to be named or renamed solely for the name of the city, the geographic area or physical location of the facility and/or the street or portion of the street where the facility is located, the function of the facility, or the current name of the facility; and (ii) the following public facilities, provided that the proposed naming or re-naming is for a term of twenty (20) years or less, including option periods:

- (i) Miami Beach Convention Center, 1901 Convention Center Drive;
- (ii) Colony Theater, 1040 Lincoln Road;
- (iii) 10th Street Auditorium/Welcome Center, 1001 Ocean Drive;
- (iv) Historic City Hall, 1130 Washington Avenue;
- (v) 1701 Meridian Avenue;
- (vi) North Beach Bandshell, 7275 Collins Avenue;
- (vii) Byron Carlyle Theater, 500 71 Street;
- (viii) City-owned and operated parking garages;
- (ix) Adaptive Recreation Center, 5601 Collins Avenue (to be constructed); and
- (x) 72nd Street Civic Complex, 263-299 72nd Street (to be constructed).

* * *

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Miami Beach City Code. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the _____ day of _____, 2019.

PASSED AND ADOPTED this _____ day of _____, 2019.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

Underline denotes additions
~~Strikethrough~~ denotes deletions

(Sponsored by Commissioner Mark Samuelian)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Rafael Granado 12-2-19
City Attorney RAP Date

PINELLAS COUNTY
SPONSORSHIP POLICY

I. PURPOSE:

A. The aim of this policy is to create an authorized environment for entering into sponsorship agreements with third parties where such sponsorships are mutually beneficial to both parties in a manner that is consistent with all applicable policies set by Pinellas County. The purpose of the policy and procedures as outlined is to:

1. uphold the County's stewardship role to safeguard the County's assets and interests;
2. provide employees with guidelines and procedures based on best practices; and
3. protect Pinellas County from risk.

B. The policy provides an enabling environment for the County to enter into sponsorship agreements within set guidelines and procedures for the purpose of optimizing non-tax revenue sources. Under the conditions of this policy, County staff may solicit such sponsorship agreements.

C. The County shall not relinquish to the sponsor any aspect of the County's right to manage and control the County's assets or facilities.

D. This policy is not applicable to philanthropic contributions, grants, or unsolicited donations in which no benefits are granted to the sponsor and where no business relationship exists.

II. SCOPE: *more review*

A. This policy applies to all County business units, departments and divisions.

B. This policy does not apply to:

1. Independent foundations or registered charitable organizations from which the County may receive benefit.
2. Philanthropic contributions or unsolicited donations to the County.
3. Funding obtained from other orders of government through formal grant programs.
4. County sponsorship support of external projects where the County provides funds to an outside organization.

5. Third parties who lease County property or hold permits with the County for activities or events.

III. DEFINITIONS:

A. “sponsorship” shall mean a mutually beneficial business arrangement between the County and a third party, wherein the third party provides cash and/or in-kind services to the County in return for access to the commercial and/or marketing potential associated with the County. Sponsorships may include sponsorship of one or more of the County’s services, projects, events, facilities or activities.

B. “sponsorship agreement” shall mean a mutually beneficial, contractual agreement that reflects the business arrangement for the exchange of commercial and/or marketing benefits between the County and a third party for a specified period of time.

C. “sponsor” shall mean a third party that enters into a sponsorship agreement with the County.

D. “in-kind sponsorship” shall mean a sponsorship received in the form of goods and/or services rather than cash.

E. “request for sponsorship (RFS)” shall mean an open and competitive process whereby third parties may express their interest in participating in sponsorship opportunities with the County. Requests for sponsorship should include a summary of the sponsorship opportunity, benefits for participation, and a description of the open and competitive procedure for expressing interest in participating in sponsorship opportunities.

F. “naming rights” shall mean a type of sponsorship in which a third party purchases the exclusive right to name a whole asset or venue. The naming of a component of an asset or venue (e.g. – bench in a park, specific room in a building) is not considered to be naming rights for the purposes of this policy and would be categorized as per section VI (Type A or C). Sponsorship naming rights are considered in the commercial context only, where the naming right is sold or exchanged for significant cash or other revenue support. This arrangement must be documented in an agreement signed by the interested parties and shall have a specified end date to the contractual obligations. This policy shall not apply to honorary and philanthropic naming rights, which are addressed as provided in the Pinellas County Honorary and Philanthropic Naming Rights Policy.

G. “naming rights agreement” shall mean a written contract evidencing the right to name or re-name County-owned facilities or land that contains terms acceptable to the County. In most cases, indemnification and termination clauses would be required as part of the agreement. All such agreements are to be reviewed by the County Attorney prior to finalization to ensure that The County’s legal interests are protected. Dates indicating the term of the agreement should be indicated.

H. "philanthropic contribution" shall mean a contribution to Pinellas County from a third party for which there is no reciprocal commercial and/or marketing benefit expected or required from the County. Such contributions are separate and distinct from sponsorship and shall be governed by a separate County policy.

IV. RESTRICTIONS:

A. In general, the following industries and products are not eligible for sponsorships with Pinellas County: police-regulated businesses; faith-based and political organizations; companies whose business is substantially derived from the sale of alcohol, tobacco, firearms or adult use (as defined in Sec. 42-51, Pinellas County Code). Sponsorships by sponsors that fall into one of the above-stated categories shall be subject to review and approval by the Board of County Commissioners.

B. Pinellas County shall reject advertising that does not comply with the standards set forth in this policy. All full advertising graphic designs must be submitted in sufficient detail to determine content and final general appearance to the County Administrator or his/her designee for review and approval before application. The approval process for advertising design shall not exceed ten (10) business days from time of submittal.

C. The following standards for advertising are adopted and will not be displayed:

1. Is false, misleading or deceptive
2. Relates to an illegal activity
3. Is explicit sexual material, obscene material, or material harmful to minors
4. Advertises Tobacco products
5. Includes Language which is obscene, vulgar, profane, or scatological
6. Relates to instruments, devices, items, products or paraphernalia that are designed for use in connection with specific sexual activities
7. Depicts violence and/ or anti-social behavior

V. POLICY:

A. Sponsorships will not result in any loss of Pinellas County jurisdiction or authority.

VI. SPONSORSHIP CATEGORIES:

- A. Program Sponsorship: Sponsorship of a Pinellas County event, program or asset.
- B. Naming Rights Sponsorship: Any sponsorship that falls into the definition for Naming Rights.
- C. Purchasing Sponsorship: Any sponsorship that includes purchasing of commodities, materials, equipment, or services.

VII. PROCEDURES & AUTHORITY:

- A. Any sponsorship projects that seek a sponsor providing a sponsorship in excess of the amount set out in Section 2-179(b), Pinellas County Code must be submitted in writing to the County Administrator or his/her designee using the *Sponsorship Project Form* attached to this policy.
- B. Utilizing the approved *Sponsorship Project Form*, a Request for Sponsorship (RFS) shall be developed and forwarded to County Administrator or his/her designee for approval. Upon approval, RFS must be publicly noticed for a minimum of ten (10) business days prior to any designated closing date for submission of proposals. Public notice shall consist, at a minimum, of posting on the County's web site.
- C. All sponsorship proposals must be submitted in writing. For all sponsorship proposals submitted in response to an RFS, with the exception of Purchasing sponsorships:
 - 1. Negotiations shall be conducted by designated contact as defined on the RFS. Negotiations may commence after the RFS has been publicly noticed.
 - 2. Upon completion of negotiations, *Sponsorship Agreement Form* (attached to this policy) shall be completed by designated contact and forwarded with *Sponsorship Agreement Transmittal Slip* (attached to this policy) to Department Director. The Sponsorship Agreement Form may not be completed until the RFS has been publicly noticed for a period of at least ten (10) business days.
 - a) If "Fair Market Value" listed on *Sponsorship Agreement Form* does not exceed purchasing competitive bid threshold stated in Pinellas County Code Section 2-176 (a), then *Sponsorship Agreement Form* shall be completed by designated contact and sent to Department Director for approval (*Sponsorship Agreement Transmittal Slip* will not be used). Upon approval, Department Director shall forward a copy to County Administrator or his/her designee for informational purposes. Skip to step 8 below.
 - 3. Department Director shall forward to Risk Management.

4. Risk Management shall forward to Office of Management & Budget. Upon approval by Office of Management & Budget, Sponsorship Agreement form shall be forwarded to County Administration.

5. After approval by County Administration, the agreement shall be forwarded to County Attorney's Office.

6. All sponsorships with sponsorship value in excess of Director of Purchasing bid award authority as stated in Pinellas County Code Section 2-176 (f) shall be forwarded to County Administrator for approval.

7. All sponsorships in excess of County Administrator bid award authority as stated in Pinellas County Code Section 2-176 (f) are subject to approval by Board of County Commissioners. In addition, all Naming Rights sponsorships and all sponsorships by sponsors that fall into a category listed in the section titled "Restrictions" shall be subject to approval by Board of County Commissioners, regardless of the sponsorship value.

8. If not approved at any stage of approval process, Sponsorship Agreement form shall be returned to designated contact with explanation for non-approval.

D. All Purchasing sponsorship requests shall be governed by Board of County Commissioners Purchasing Ordinance and Policies.

E. All approved sponsorship agreements must include:

1. Signatures by authorized representatives of the County and the sponsor. Authorized representative of the County shall be the highest ranking approval authority from the above-stated review process.

2. Term of the agreement, including provisions for termination.

3. Details of the exchange of benefits, including what will be provided to the County by the sponsor and what will be provided by the County to the sponsor.

F. A report summarizing approved sponsorship agreements shall be filed on the consent agenda of the Board of County Commissioners at least quarterly and filed with the Clerk of the Circuit Court for placement in board records.

G. Solicitation and negotiation of sponsorships will be conducted by County staff who are specifically designated by the department director, or by outside contract as approved by the department director. Directors are responsible for ensuring that staff understand the requirements of this policy and that they are provided with appropriate guidance and/or training related to sponsorship practices. All County sponsorship

agreements will be negotiated in good faith and represent the County in a professional manner.

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ARTICLE IX. - SPONSORSHIP PROGRAM

Sec. 2-1118. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Activities or *activity* means the financing, construction, renovation and/or operation of city property, vehicles, programs, projects, goods, services and/or publications that provide a benefit to the public.

In-kind consideration means items or services received by the city other than monetary consideration.

Monetary consideration means cash or cash equivalents.

Sponsor means an entity or third party that enters into a sponsorship agreement with the city, and may be either an individual or a for-profit or not-for-profit entity.

Sponsorship means an arrangement between the city and a sponsor wherein the sponsor provides in-kind consideration or monetary consideration in return for access to the commercial and/or marketing potential of being associated with one or more of the city's activities and/or public recognition in a form and manner determined by the city.

Sponsorship agreement means a contractual agreement that reflects the sponsorship arrangement between the city and a sponsor.

Sponsorship program means the program adopted by the city commission pursuant to this article authorizing the city to procure sponsorships with sponsors.

(Code 2006, § 2-2131; Ord. No. 2011-11, § 2, 10-11-2011)

Sec. 2-1119. - Establishment.

A sponsorship program is hereby established, upon the terms and conditions set forth in this article. The sponsorship program may be supplemented from time to time by rules and regulations governing the sponsorship program in order to implement the intent of this article, which rules and regulations may be adopted by the city manager. The city manager, or designee, is authorized to solicit sponsorships.

(Code 2006, § 2-2132; Ord. No. 2011-11, § 3, 10-11-2011)

Sec. 2-1120. - Authority.

- (a) The sponsorship program is not intended to, and does not provide, a public forum for purposes of expressive activity. Benefits in an individual sponsorship arrangement will be determined by collaboration and set forth in a sponsorship agreement between the city and the sponsor. No sponsor or other person shall have a right to use any city activity or city property with regard to a sponsorship for any purpose other than the intended and authorized governmental purpose or services. Placement of sponsorship messages for an activity or upon city property shall require specific authority as set forth herein. A sponsorship arrangement and/or sponsorship agreement shall not be construed as an endorsement by the city of the

sponsor's organization, products or services, unless the sponsorship agreement expressly so provides. The city shall not relinquish to a sponsor any aspect of the city's right to manage and control the city's assets or facilities by entering into a sponsorship. Sponsorships on city property are maintained as a nonpublic forum. The city has full rights and discretion to restrict access to city properties and city publications and to reject or refuse placement of any or all sponsorship information. To the extent that any such information is accepted, the city reserves the right to full editorial control over the placement, content, appearance and wording and to determine and prohibit types of sponsorship information which are deemed inappropriate for or inconsistent with the business of the city or services provided to the city residents.

- (b) Sponsorships must be compatible with the city's goals and image, and the city possesses the sole and final decision-making authority for determining the appropriateness of a sponsorship and reserves the right to refuse to enter into any proposed sponsorship. In determining the appropriateness of a potential sponsorship relationship, the city shall consider whether the relationship may undermine public confidence in the city's impartiality in the transaction and/or whether it may interfere with the efficient delivery of city services or operations, including, but not limited to current or potential conflicts of interest between the sponsor and the city and/or the sponsor and any of the city's employees, officials, or affiliates.

(Code 2006, § 2-2133; Ord. No. 2011-11, § 4, 10-11-2011)

Sec. 2-1121. - Scope.

- (a) The sponsorship program includes all sponsorships with any and all city business units, departments and divisions. The sponsorship program does not apply to:
 - (1) Philanthropic contributions, gifts, grants, or unsolicited donations in which no commercial and/or marketing benefits of being associated with one or more of the city's activities are granted to the sponsor;
 - (2) Funding obtained from other governmental entities through formal grant programs;
 - (3) City sponsorship support of external projects where the city provides funds to an outside organization;
 - (4) In-kind contributions or monetary contributions from independent foundations or registered charitable organizations through their granting or giving programs;
 - (5) In-kind contributions or monetary contributions from entities making such contributions with funds made available to them by the city; and
 - (6) Rent, fees and/or other compensation received by the city from third parties who lease, license or use city property for their own activities, including, but not limited to, the use of city recreational facilities by athletic organizations.
- (b) Types of entities that will not be eligible for sponsorships include, but are not limited to, the following:
 - (1) Illegal businesses;
 - (2) Religious or political organizations;
 - (3) Companies whose business is substantially derived from the sale or manufacture of tobacco products, firearms or pornography (including, but not limited to, "adult use" as defined in the City of Coral Gables Code); and
 - (4) Alcoholic beverage companies, when the primary targeted beneficiaries of the marketing partnership are

youth under the legal drinking age.

- (c) Prior to the determination of whether a prospective sponsor will be accepted, the city attorney shall be consulted.

(Code 2006, § 2-2134; Ord. No. 2011-11, § 5, 10-11-2011)

Sec. 2-1122. - Sponsorship categories.

- (a) Sponsorships may include the following benefits provided in exchange for in-kind consideration and/or monetary consideration:

- (1) *Display on property for events.* Authorization for a sponsor to promote its support of a particular activity or program through a public display of a logo, banner, sign, on-site display or other form of visual recognition, temporarily on city property during specific events or cultural promotions, and provided such displays shall conform to the city's signage regulations; such sponsors may be official partners of the city, presenting sponsors, or sponsors of a portion of an event;
- (2) *Publications.* Authorization for a sponsor to promote its support of a particular activity or program through a public display of a logo, or other form of visual recognition in a city publication such as the city's e-news, cable station, website, or press release;
- (3) *Underwriting CGTV programming.* Authorization for a sponsor to promote a message including public display of a logo, name, products or services on cable cast and/or video streaming on Coral Gables Television programming in exchange for its support of a particular CGTV programming;
- (4) *Naming opportunities.* Authorization to temporarily name a portion of a facility, or to name a program or event; provided that no municipal buildings, public facilities, rooms, public spaces or parks may be named permanently through a sponsorship except with commission approval in accordance with Resolution No. 30314-A, as it may be amended from time to time. Any recognition in naming a site shall not detract from the visual qualities of the site or be perceived as creating a proprietary interest;
- (5) *Preferred vendor.* Authorization to be designated as the preferred vendor for the city of a particular product or service, with the right to become the "Official product provider for the City of Coral Gables";
- (6) *Licensing.* Authorization to use the city's name, brand or identifiable location or landmark in the city with regard to a product or service;
- (7) *Capital projects, preservation, and memorials.* Authorization to sponsor the creation of new permanent facilities, attractions, transit and/or infrastructure projects, or preservation, memorial or restoration projects;
- (8) *Advertising.* Authorization to advertise during city events in a manner consistent with the policies set forth herein;
- (9) *Promotions.* Authorization for a sponsor to promote its support of a particular activity or program and build a database by offering promotions or sweepstakes; and
- (10) *Other benefits.* Other benefits that may be provided to a sponsor include official acknowledgement by the city, by letter, public acknowledgement, proclamation, or other similar statement; obtaining a ribbon cutting or photo opportunity; or receiving a commemorative picture or plaque.

- (b) In addition to the foregoing, other proposed sponsorship opportunities may be considered by the city. It is

acknowledged that individual city employees shall not be obligated to personally endorse any sponsor by wearing a logo of a sponsor. Statements that contain prices, indicate savings, or contain comparative descriptions of products or services or organizations will ordinarily not be accepted. Sponsorship acknowledgements may be located in an individual location or multiple locations, depending on the financial support/goods or services offered.

(Code 2006, § 2-2135; Ord. No. 2011-11, § 6, 10-11-2011)

Sec. 2-1123. - Administration.

- (a) Sponsorship program shall be administered by the economic development department. Sponsorships with a value of \$50,000.00 or less shall be subject to approval by the city manager or designee. Sponsorships of a value of \$50,000.00 or less will generally consist of single event sponsorships, or the donation of a product or services in exchange for sponsorship acknowledgement. Approval of this level of sponsorship opportunity shall be provided by the city manager or designee, following review by the city attorney's office, and consultation with the city's planning and zoning staff, if needed. Sponsorships with a value of greater than \$50,000.00 shall be subject to approval by the city commission. These are expected to be comprehensive partnerships, exclusive rights or a sponsorship period greater than a single event period.
- (b) A sponsorship arrangement shall be documented in a sponsorship agreement with the city, which agreement may be tailored to the specific circumstances and which shall be reviewed and approved by the city attorney prior to finalization. The type, location, size, content and duration of any sponsorship shall be subject to the approval of the city manager or designee to the extent permitted by law and shall be specified in the sponsorship agreement. All sponsorship agreements shall include, at a minimum:
 - (1) Signatures by authorized representatives of the city and sponsor;
 - (2) Term of the sponsorship agreement, including provisions for termination;
 - (3) Details of the exchange of benefits, including what will be provided to the city by the sponsor and what will be provided by the city to the sponsor;
 - (4) Due dates for in-kind consideration and/or monetary consideration to be provided by the sponsor;
 - (5) A provision that the consideration being provided by the sponsor is on a fixed fee basis, without regard to the city's actual cost of the activity;
 - (6) Appropriate insurance and indemnification; and
 - (7) A statement as to whether the sponsorship is exclusive or non-exclusive.
- (c) The city may revoke, suspend or modify any sponsorship arrangement or sponsorship agreement as necessary to comply with laws, to ensure the safety and convenience of the public, and to effectuate the city's goals and objectives. In the event an organization that has received a sponsorship is acquired by or merged into another organization, the city reserves the right to discontinue the existing sponsorship. Refunds may be granted in the sole discretion of the city manager.

(Code 2006, § 2-2136; Ord. No. 2011-11, § 7, 10-11-2011)

Sec. 2-1124. - Sponsorship recognition.

- (a) The type, location, design, content, size and duration of any advertising display or sponsor recognition must

be approved by the city and meet applicable codes and the terms of the sponsorship agreement. All proposed signage and marketing materials must be submitted with sufficient detail for the city to determine content and final general appearance. Use of the City of Coral Gables' name, seal, marks or logo may be used only in accordance with Resolution No. 2007-228, as it may be amended.

- (b) The following standards for advertising are adopted and any and all proposed information with regard to the following list shall not be displayed in any signage, marketing or advertising materials of a sponsor:
- (1) False, misleading, deceptive, libelous or defamatory information;
 - (2) Information that relates to an illegal activity;
 - (3) Obscene, vulgar, sexually explicit, or sexually suggestive material;
 - (4) Information advertising tobacco use;
 - (5) Information advertising pawnbrokers or bail bond agents;
 - (6) Obscene, vulgar, profane or indecent language;
 - (7) Information related to instruments, devices, items, products, paraphernalia, or medications for use in connection with specific sexual activities;
 - (8) Information regarding political or religious views; and
 - (9) Information depicting violent behavior.

(Code 2006, § 2-2137; Ord. No. 2011-11, § 8, 10-11-2011)

secs. 2-1125—2-1141. - Reserved.