

SPOKANE PARK BOARD

Park Board Study Session – 4:35 p.m. Jan. 14, 2016
City Hall Conference Room 5A

NOTES

1. **Roll Call:** *Leroy Eadie*

Chris Wright, President; Susan Traver, Vice President; Leroy Eadie, Secretary; Ross Kelley; Ken Van Voorhis; Andy Dunau; Sam Selinger; Preston Potratz; Lauren Pendergraft; Nick Sumner; Ted McGregor; Candace Mumm, Council Liaison (Absent/Excused); Sam Song; Garrett Jones; Tony Madunich; and Al Vorderbrueggen.

2. **Discussion Items:**

A. Park Board member assignments – *Chris Wright*

B. Sponsorship and commemorative naming rights – *Dr. Selinger* presented general guidelines for sponsorship and commemorative naming fees. Naming opportunities include facilities, portions of facilities and programs. A draft policy was also presented which outlined a corporate naming and sponsorship policy, general provisions, naming, advertising and sponsorship rights, and administration. The board agreed the first step will be to work from the provided draft and develop common language. The board also agreed Collins Group will be involved in the policy development as the firm was recently contracted to assist Parks in managing and conducting a Capital Fund Drive Feasibility Study.

3. **Adjournment**

A. The meeting adjourned at 5:18 p.m.

B. Next Joint City Council/Park Board Study Session: 3:30 p.m. Feb. 11, 2016, at City Hall Conference Room 5A

General Guidelines for Sponsorship and Commemorative Naming Fees

Sponsorship Naming Opportunities

For each of the opportunities listed, the “base” and annual value will be modified depending on a) the level of visibility and use of an area, and/or b) opportunities through ticketing, advertising and other means for a name to be seen in association with a facility or program.

Facilities

- A base of \$25,000.
- An annual donation of 25% of the total estimated value of the facility based on its location, use, visibility, construction, cost, and other factors.
- This will be established on a contractual basis for a minimum of ten (10) years

Portion of Facilities (i.e. shelter, exhibit, etc.)

- A base of \$10,000
- An annual donation of 5% of the total estimated value of the facility based on its location, use, visibility, construction, cost, and other factors.
- This will be established on a contractual basis for a minimum of ten (10) years

Programs

- A base of \$5,000
- An annual donation of total estimated cost of producing the program
- This will be established on a contractual basis for the number of years specified by the donor.

Commemorative Naming Rights

- Donation covering the majority (over 60%) of the cost of the facility or structure.
- Naming remains with the facility or structure for the entirety of its life/service.

(Corporate) Sponsorship material

III. POLICY STATEMENT

The Plarks Board has determined that this Corporate Naming and Sponsorship Policy is necessary and appropriate to provide revenue for the benefit of the Parks & Recreation that is essential to develop, maintain, improve, expand, support, preserve, fund, encourage and sustain its Park Assets and Park Programs for the fiscal benefit of users and the community at large.

In an effort to utilize and maximize the community's resources, it is in the best interest of the Parks & Recreation to create and enhance relationships with corporations and other organizations through commercial sponsorships and naming arrangements. This goal can be accomplished by providing local, regional, and national businesses and other commercial enterprises a method to become associated and involved with the many facilities, activities and programs provided by the Parks & Recreation. The Parks & Recreation delivers quality, life-enriching activities to a broad base of the community. This translates into exceptional visibility for sponsors and supporters. It is the goal of this policy to further these opportunities for the ultimate benefit of the public.

Definitiions

Park Asset: Parks amenities such as recreation/athletic fields, playgrounds, pavilions, trails, structures and other facilities, buildings, rooms, landscaping, art or other physical features, in each case, owned, operated or managed by the Parks & Recreation deemed eligible jointly by the Parks & Recreation and the Department for term limited Naming Rights and/or Advertising Rights and by the Department for Sponsorship Benefits. Entire parks, regardless of classification, are excluded and not eligible for Naming Rights, Advertising Rights or Sponsorship Benefits.

Park Program: (a) Recreational or interpretive programs, services or similar events that are owned, operated or managed by the Parks & Recreation ; or (b) functions, programs or services provided by the Department in connection with Department operations and deemed eligible by the Department for Naming Rights, Sponsorship Benefits and/or Advertising Rights.

Naming Right: A commercial benefit of specified duration that: (a) is established subject to the terms of a Definitive Agreement which conforms to this Policy and (b) obligates the Parks & Recreation to signify the name, trade name or trademark of a designated Legal Entity as part of the name of the Park Asset(s) or Park Program(s) specified in the Definitive Agreement.

Advertising Right: A commercial benefit of specified duration that: (a) is established subject to the terms of a Definitive Agreement which conforms to this Policy and (b) obligates the Parks & Recreation to allow the promotion of the services, products or activities of a designated Legal Entity within the property of the Park Asset(s) specified in the Definitive Agreement.

Sponsorship Benefit: A commercial benefit of specified duration that: (a) is established subject to the terms of a Definitive Agreement which conform to this Policy and (b) obligates the Parks & Recreation to identify the name, trade name or trademark of a designated Legal Entity as a “sponsor” of the Park Asset(s) or Park Program(s) specified in the Definitive Agreement.

IV. GENERAL PROVISIONS: NAMING RIGHTS, ADVERTISING RIGHTS, AND SPONSORSHIP BENEFITS

- A. **Editorial Discretion.** The Parks & Recreation intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of Naming Rights, Sponsorship Benefits and related messages. It is the intent of this policy to provide sponsors with visibility through sponsorship recognition and advertising messages and avoid or minimize adverse impact on the park visitors’ overall experience and the visual qualities of the park environment.
- B. **Eligibility Criteria.** Except as provided directly below for the purpose of a Governmental Entity:
 - a. Naming Rights, Advertising Rights, and Sponsorships must be for a commercial purpose and the promotion of any non-commercial enterprise is not permitted in the limited forum created by this policy.
 - b. Naming Rights, Advertising Rights or Sponsorship Benefits are further limited to the promotion or recognition of commercial enterprise and commercial activities that do not compete, impair or conflict with, the mission, policies, goals or operations of the Parks & Recreation, the park system or designated Park Assets or Park Programs.
 - c. Naming Rights, Advertising Rights, or Sponsorship Benefits for a Governmental Entity may be considered for non-commercial purposes, including proprietary and governmental functions of the entity involved; provided, however, that any promotion or recognition of a Governmental Entity must not compete, impair or conflict with the mission, policies, goals or operations of the Parks & Recreation, the park system or designated Park Assets or Park Programs, and must otherwise comply fully with the conditions and requirements applicable generally in this Policy to a Legal Entity.
 - d. Naming Rights, Advertising Rights or Sponsorship Benefits must not include depictions, words or phrases that are reasonably deemed to be harmful or

otherwise developmentally inappropriate for the purpose of communication with, or public display to, children under six years of age. Examples of depictions, words or phrases that may be rejected under this Policy are those which:

- Are sexually suggestive or obscene;
- Promote unlawful discrimination on the basis of race, ethnicity, religion, or any other classification protected by law;
- Connote inappropriate violence or intimidation;
- Relate events, activities or behaviors that are criminal or otherwise violate law (including without limitation, violations or applicable environmental, controlled substance or safety laws); or
- Promote activities or products that are reasonably determined to be detrimental to the public health or safety.

- C. **Combinations Authorized.** A Definitive Agreement may include the combination of Sponsorship Benefits, Advertising Rights and Naming Rights.
- D. **No Abrogation of Governmental Authority.** A Definitive Agreement shall not confer on any person the enforceable power to direct, or implied power to direct, the Parks & Recreation, the Department, the Planning Board or any Parks & Recreation employee on matters of policy or any other governmental process, and any provision in such an agreement which purports otherwise is void ab initio. Without limiting the generality of the foregoing, the Planning Board will not consider an existing or future Naming Right, Advertising Right or Sponsorship Benefit in connection with the adjudication of any planning, zoning, subdivision or other regulatory activity authorized under the Land Use Article of the Maryland Annotated Code or the Montgomery County Code.
- E. **No Property Interest in Park Assets.** A Definitive Agreement shall not confer on any person an enforceable right, entitlement, or other property interest of any sort relating to the use, possession or control any Park Assets, real or personal properties (including, without limitation, an exclusive right to use any Park Asset), except as to a limited and non-exclusive right to use Parks & Recreation trademarks or other intellectual property which may be authorized in the Definitive Agreement (Section IV(D) below). The specific or periodic use of any Park Asset by a party to a Definitive Agreement may only be authorized by park permit evaluated and approved by the Department in the ordinary course, and such use shall be subject to the party's strict compliance with the terms of any such permit and the Definitive Agreement. A Definitive Agreement may impose on the Department reasonable operating, maintenance or performance standards applicable to a Park Asset, and the Department may agree to undertake reasonable efforts to achieve compliance with those standards.
- F. **No Rights of Control Over Park Programs.** A Definitive Agreement shall not confer on any person the enforceable power to direct or control, or implied power to direct or control, the Parks & Recreation, the Department, the Planning Board, or any Parks & Recreation employee or agent, relating to the operation of any Park Program, or otherwise limiting the discretion to operate a Park Program in a manner that comports with applicable laws, best practices, or the Parks & Recreation's best interests, as determined in the Parks & Recreation's sole, exclusive and unreviewable discretion. A Definitive Agreement may impose on the Department reasonable operating or

performance standards applicable to a Park Program and the Department may agree to undertake reasonable efforts to achieve compliance with those standards.

G. Compliance With Law and Regulations Required.

- a. [1] A Naming Right, Advertising Right or Sponsorship Benefit pertaining to a Park Asset may not be granted for any venue unless the use or occurrence of the specific products, services, conduct or activity associated with that name: (1) would be lawful for both Parks & Recreation employees and patrons, (2) would not violate Parks & Recreation rules and regulations, and (3) would not conflict with the orderly operation of the Park Asset, all as determined for the specific venue where the Naming Right is intended for public display or dissemination. By way of illustration, and not in limitation, a Naming Right may not be granted for a Legal Entity associated with cigarettes or alcoholic beverages for any Park Asset where smoking or consuming those beverages is prohibited, respectively.
 - b. [2] A Naming Right, Advertising Right or Sponsorship Benefit pertaining to a Park Program may not be granted unless the use or occurrence of the specific products, services, conduct or activity associated with that sponsor: (1) would be lawful for both Parks & Recreation employees and patrons, (2) would not violate Parks & Recreation rules and regulations, and (3) does not conflict with the specific Park Program, activity, facility or audience, all as determined for the program or venue where the Sponsorship Benefits are directed for public display or dissemination. By way of illustration, and not in limitation, a Sponsorship Benefit for a product with substantial health risks may conflict with a Park Program intended to promote the health of children or youth, and may not be granted on that basis.
- H. No Endorsement. The Legal Entity entitled to a Naming Right, Advertising Right or Sponsorship Benefit shall not imply, suggest or publicize any inference to indicate that the Parks & Recreation (Planning Board or Department) officially or otherwise commercially endorses the purchase and/or consumption of any product, service, activity or conduct. Any permission granted for a Legal Entity to use the Parks & Recreation's name, logo or other intellectual property in connection with a Naming Right, Advertising Right or Sponsorship Benefit must be non-exclusive and specifically authorized under a Definitive Agreement, and the entity must expressly warrant its strict compliance with the terms of such use as granted.
- I. Disputes. Any applicant for a Naming Right, Advertising Right or Sponsorship Benefit who is aggrieved by a decision of the Foundation or Department may appeal that decision to the Planning Board. The Planning Board will provide the applicant with an opportunity to be heard and consider the basis of appeal on the merits. After due consideration, the Planning Board will provide its decision on the appeal in writing and that decision will be final.

V. GUIDELINES: NAMING RIGHTS AND ADVERTISING RIGHTS

1. Fiscal Benefit. A Naming Right or Advertising Right will be granted for a Park Asset only if (a) the fiscal benefit derived by the Parks & Recreation is substantial and commensurate

with the value of the specific Park Asset involved, its physical or geographical significance, or the cost to repair, renovate or maintain that Park Asset, and (b) the Naming Right or Advertising Right does not conflict or impair compliance with any outstanding or potential tax-exempt bond obligation related to the Park Asset as determined by the Secretary-Treasurer for Parks & Recreation-issued bonds or by the County Finance Director for County-issued bonds. A Naming Right will be granted for a Park Program only if the fiscal benefit derived by the Parks & Recreation is appropriate in relation to the cost of operating the Park Program. The sufficiency of any fiscal benefit to be derived for a Naming Right will be determined at the discretion of the Director of the Department in consultation with the Secretary- Treasurer of the Parks & Recreation, as appropriate.

2. Duration. Each Definitive Agreement granting a Naming Right pertaining to a Park Asset must specify an appropriate term. A Naming Right pertaining to a Park Program (including an event) should be of an appropriate duration determined in relation to the specific program involved and the fiscal benefit derived by the Parks & Recreation.

C. Brevity. Where facility, building, landscape area, programs, or other related Parks & Recreation asset is named for a Legal Entity, the name used should normally be the shortest name possible.

4. Limitations on Sponsorship Naming Rights. Naming Rights will not be considered for entire parks regardless of classification. Only Park Assets that are facilities within parks (such as dog parks, ice rinks, playgrounds, etc.) will be eligible for Naming Rights.
5. Commercial Content For Advertising. Subject to the eligibility criteria set forth above in this Policy, the design, layout and content of any Advertising messages must be commercially reasonable under the circumstances and approved by the Department prior to placement.

VI. GUIDELINES: SPONSORSHIPS

1. Fiscal Benefit. Sponsorship Benefits will be granted for a Park Asset or Park Program only if the fiscal benefit derived by the Parks & Recreation is appropriate. The sufficiency of any fiscal benefit to be derived for a Sponsorship Benefit will be determined in the discretion of the Director of the Department. The fiscal benefit derived from any Sponsorship should, at a minimum, be sufficient to cover:
 - • All or a proportionate percentage of annual maintenance and/or program expenses for the Park Asset or Park Program being sponsored during the full term of the sponsorship;
 - • Direct expenses incurred by the Department, including design, production and installation costs for signage and other recognition benefits; and,
 - • An administrative fee of up to 12%.
2. Commercial Content For Sponsorships. Sponsorship recognition messages may identify the Legal Entity but must not constitute advertising. Subject to the eligibility criteria set forth above in this Policy, the following content is ordinarily deemed appropriate:

- • The legally recognized name, trade name, or trademark of the sponsoring organization.
- • The sponsor's organizational slogan.
- • The sponsor's product or service line, described in brief, generic, objective terms.
- • Brief contact information for the sponsor's organization, such as phone number, address, or website.

VII. ADMINISTRATION

Pursuant to a written agreement between the Foundation and the Parks & Recreation approved by the Planning Board and Foundation for the purpose of incorporating and implementing this policy, the process for Corporate Naming and Sponsorships will be administered by the Foundation in coordination with the Parks & Recreation and the Department. This process includes, but is not limited to the marketing of Corporate Naming and Sponsorship opportunities, renaming, advertising, negotiating terms of Definitive Agreements, and presenting those agreements to the Parks & Recreation or Department, as outlined below, for approval.

The _____ is authorized to enter into negotiation with prospective sponsors for Park Assets and Park Programs deemed eligible by the Director of the Department and the Secretary-Treasurer per the criteria outlined in this policy. Terms negotiated by the Foundation must be approved by the Director of the Department and, if so approved, by the Executive Director or designee, prior to the execution of a Definitive Agreement. Signature authority for Definitive Agreements is designated as outlined below:

A) Definitive Agreements for Park Assets that include Naming Rights require signature authorization by the Parks & Recreation's Executive Director.

B) Signature authority for Definitive Agreements for: (a) Park Programs that include Sponsorship Benefits, Naming Rights and/or Advertising Rights and/or (b) Park Assets that include Sponsorship Benefits and/or Advertising Rights may be delegated to the Director of the Department in writing by the Executive Director.

Each Definitive Agreement must include provisions for termination at will by the Parks & Recreation under appropriate circumstances determined in the sole discretion of the Parks & Recreation's Office of General Counsel, including without limitation, in the event (a) the Legal Entity or Governmental Entity becomes insolvent or files for bankruptcy, (b) a court or administrative tribunal of competent jurisdiction finds the entity has violated a law or regulation pertaining to unfair business or employment practices, or (c) activities involving moral turpitude.

The development of tiered sponsorship levels identifying the various Park Assets and Programs available for sponsorship and associated recognition benefits and standards will be subject to

public review and presented to the Planning Board for approval before the program is implemented.

The Department is authorized to promulgate appropriate standards, policies and regulations necessary to effectuate the purpose of this policy.

RECEIVED
August 24, 2011
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 1400-11-07 LGL 2011-0031
TITLE: SPONSORSHIPS, DONATIONS, NAMING RECOGNITION OF PARKS AND RECREATION AREAS OR FACILITIES	
EFFECTIVE DATE: JULY 14, 2011	
REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

- 1.1 Spokane Parks and Recreation is a department of the City of Spokane whose services are primarily funded from the City's general fund. In recent years demands upon these funds have increased, a trend that is expected to continue.

To maintain and enhance the City's park and recreation system, Spokane Parks and Recreation is actively seeking to establish revenue streams and resources that will increase its ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

This policy will provide opportunities for the private sector to invest back into the community.

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2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy and procedure shall apply to the Spokane Parks and Recreation Department.

3.0 REFERENCES

City Charter – Section 48. Park Board – Powers
Park Board Rules – Section 14. General Operating Policies and Procedures,
Ruling and Appeals

4.0 DEFINITIONS

For the purpose of this policy, the following definitions apply:

- 4.1 "Advertising" – a form of marketing that is paid for by an individual or organization to attract the public's attention to a particular product or service.
- 4.2 "Corporate Slogan" – a word or phrase that may be attached to a corporate name or logo, e.g., Spokane–Near Nature, Near Perfect.
- 4.3 "Department" – Spokane Parks and Recreation Department.
- 4.4 "Division Managers" – senior Parks and Recreation Department management directly under the Director of Parks and Recreation who have responsibility for parks recreation facilities and services.
- 4.5 "Gifts and Donations" – the provision of in-kind goods and/or money for which no benefits are sought.
- 4.6 "Geographic Significance" - pertains to landowners that owned or lived on properties within the present or historic Spokane boundaries.
- 4.7 "Historical / Prominent Individuals / Families/Groups" - individuals, families or groups that have a historical connection to the City's heritage or have in some way made significant contributions to the Spokane community.
- 4.8 "Interpretive Sign" – a sign within a park that interprets natural, historic, and/or cultural features or athletic field.
- 4.9 "Logo" – a symbol or name that is used to brand an organization.
- 4.10 "Marketing" – all forms of promotional efforts to attract the public's attention to a particular product or service.
- 4.11 "Marketing Committee" - led by Communications Coordinator.
- 4.12 "Memorial Cenotaph(s)" - individuals whose names are listed on war memorials who have given their lives on behalf of their country.

- 4.13 "Memorials and tributes" – plaques designed to honor an individual and/or in recognition of a contribution to parks and recreation areas.
- 4.14 "Park facilities" – buildings, outdoor fields, recreation, sports or entertainment facilities in which structured and unstructured activities are provided.
- 4.15 "Plaque" – a flat memorial plate containing information that is either engraved or in bold relief that may be affixed to a park asset or displayed in a public place as a form of recognition.
- 4.16 "Proposer" - individual or organization proposing a sponsorship, donation, memorial or naming rights opportunity to the Department.
- 4.17 "Recognition benefits" – opportunities given to the sponsor to have its name/logo appear on park property or materials for a specified period of time.
- 4.18 "Resident" - an individual or family that lived or lives in the City of Spokane.
- 4.19 "Sign" – a structure that is used to identify a specific park, to convey directions to park users, and/or to inform them of the relevant regulations and other pertinent information.
- 4.20 "Significant Donation" – a large donation providing over sixty percent (60%) of total cost of a project.
- 4.21 "Sponsorship" – financial or in-kind support from an individual or corporation for a specific service, program, facility, park or event in return for certain benefits.
- 4.22 "Sponsorship or Donation Agreement" – the legal instrument that sets out the terms and conditions agreed upon by the parties.
- 4.23 "Temporary Sign" – a sign that is erected for a known period of time, usually not exceeding twelve (12) to eighteen (18) months.

5.0 POLICY

- 5.1 It is the policy of Spokane Parks and Recreation Department to actively seek sponsorships, charge fees for advertising and to accept donations and gifts where appropriate, for its events, services, parks, equipment and facilities. The purpose of such is to increase the Department's ability to

deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund.

- 5.2 In appreciation of this support, it is the policy of the Department to provide suitable acknowledgement of these contributions. The recognition shall adhere to the aesthetic values and purpose of the Department's parks, facilities, and services.
- 5.3 The recognition shall not detract from the visitors' experience or expectation, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest.

6.0 PROCEDURE

6.1 Sponsorships, Gifts and Donations.

6.1.1 The following principles and guidelines form the basis of the Department's consideration of sponsorships, gifts and donations; and have been established to ensure all considerations are treated equitable.

6.1.2 Sponsorship, gift and donation proposals:

- a. must directly relate to the intent of the facility or subject park, and its master plan.
- b. can not be made conditional on Department performance.
- c. will not be accepted from organizations whose mission conflicts with the mission of the Department.
- d. will provide a positive and desirable image to the community.
- e. will provide benefits commensurate with the relative value of the sponsorship.
- f. can not exceed ten percent (10%) of the operating costs associated with the proposal and of the overall lifetime value unless an endowment is included.
- g. can not limit the Department's ability to seek other sponsors.
- h. will not compromise the design standards and visual integrity of the park or facility offered.

i. will be evaluated individually and shall include, but not be limited to:

- products / services offered;
- sponsor's record of involvement in environmental stewardship and social responsibility;
- principles of the sponsor;
- sponsor's rationale for its interest in the Department;
- sponsor's expectations; and
- sponsor's timeliness and/or readiness to enter into an agreement

6.1.3 Proposals that exceed the Director of Parks and Recreation's authority will be approved by the Park Board. The Director's authority level is established by the then current City minor contract threshold and adjusted annually according to the Consumer Price Index.

6.1.4 Categories for the following broad types of activities:

- a. Events – financial or in-kind support for an event organized by the Department on park property.
- b. Park Facility – financial or in-kind support associated with the design, construction and/or on-going maintenance and operation of a particular park or recreational, sport, entertainment or cultural facility.
- c. Program Delivery – financial or in-kind support that facilitates the ongoing delivery of a particular citywide or site-specific program.
- d. Equipment — identified in the Department's catalogue of specifications

6.2 Recognitions.

Recognition will be based on the following principles:

6.2.1 In recognition of a contribution, preference will be given to providing a form of recognition that is not displayed within parks.

- 6.2.2 Recognition shall not suggest in any way the endorsement of the sponsor's goods or services by the Department, or any proprietary interest of the sponsor in the Department.
- 6.2.3 Any physical form of on-site recognition shall not interfere with visitor use or routine recreation or sports facility or park operations.
- 6.2.4 The form of any on-site recognition shall be of an appropriate size and color and shall not detract from the park surroundings or any interpretive message.
- 6.2.5 All sponsorship, donation or naming rights agreements will be for defined period of time having regard to the value and the life of the asset involved.
- 6.2.6 Naming of facilities within a park facility is permitted providing it follows the following procedures and guidelines have been established to ensure all are treated in an equitable and appropriate manner and that in recognizing support, the values and purpose of a particular park facility is not diminished.
- 6.2.7 Benefits will be provided at a level of recognition and will specify costs commensurate with the contribution.
- 6.2.8 Acknowledgement of support preferences will be given to off-site forms of recognition that may include one or more of the following:
 - a. A thank you letter.
 - b. Publicity through the Department website, newsletters, and/or media releases, and through the sponsor's corporate newsletter, annual report, and/or website.
 - c. Events such as a press conference, photo opportunity, ground breaking or ribbon cutting ceremony.
 - d. Mayor and/or Park Board President acknowledgement at civic functions.
 - e. Commemorative items such as a framed picture or plaque.
 - f. Acknowledgement on printed materials such as recreational program catalogs.
 - g. On-site recognition to be provided, types of recognition may include:

- Temporary signs, which may include the use of logos, acknowledging a sponsor during the construction or restoration of a particular facility, park or an event.
- Interpretive sign, which may include the use of logos.
- Permanent plaque or sign (permanency is limited to the life of the asset).

6.3 Decision Process on Type of Recognition.

6.3.1 Financial or in-kind sponsorship levels.

- a. Levels under \$10,000 shall be made by the Communications Coordinator and the Division Manager overseeing the location where the recognition will be placed.
- b. Levels up to the Director's limit, approval shall be made by the Director, unless it involves naming of a park facility in which case the naming recognition procedures will apply. In determining the type and extent of recognition benefits, current market research data will be used to determine the value for each tangible and intangible benefit offered to the sponsor.
- c. Levels over the Director's approval limit approval shall be made by the Park Board, unless it involves naming recognition within a park facility in which case, the naming procedures will apply. In determining the type and extent of recognition benefits, current market research data will be used to determine the value for each tangible and intangible benefit offered to the sponsor.

6.4 Determining Design Standards for Various Types of Recognition.

6.4.1 Signs and Plaques.

- a. Recognition shall be permitted on either a temporary sign or a sign that is of a directional, informative or interpretive nature. In such circumstances the sponsor's name and/or logo shall be designed so that it does not dominate the sign in terms of scale or color.
- b. The Marketing Committee shall determine approval of a sponsor's name and/or logo on signs. Likewise, the

Marketing Committee shall also approve the design and content of plaques.

- c. The placement of temporary signs and plaques shall be determined between the Marketing Committee and the appropriate Division Manager.
- d. In the event of consensus not being reached, the Director's decision shall be final.

6.4.2 Standards for design and information requirements for website will be established by the Marketing Committee, in consultation with the Web Manager, and shall determine the design and information to be posted on the Department's website as it relates to sponsor recognition.

6.5 Process For Recognition of Sponsorships, Gifts and Donations.

6.5.1 All sponsorship, gift and donation, opportunities shall be developed under the guidance of the Marketing Committee.

6.5.2 The Marketing Committee, in consultation with all Division Managers, shall develop an on-going accrual plan that includes a prioritized sponsorship opportunities list for the purpose of solicitation.

6.5.3 This list shall be approved by the Department senior management team and subsequently communicated to the Spokane Parks Foundation by the Director to facilitate an integrated approach to the procurement and management of sponsorships and gifts / donations by the two organizations.

6.5.4 All unsolicited sponsorship proposals shall be referred to the Marketing Committee who shall be responsible for their evaluation and the provision of a recommendation to the appropriate authority level as outlined below as to whether the proposal should be accepted or rejected.

6.5.5 Proposals less than \$10,000.

- a. Shall be handled by Division Managers in consultation with the Communications Coordinator. To ensure a consistent and coordinated approach, prior to approaching a potential sponsor, the Division Managers shall:

- Consult with the Marketing Committee as to the content and layout of the proposal document, recognition benefits to be offered, and the organizations, companies, and/or individuals to be approached.
- Submit the sponsorship proposal to the appropriate Division Manager for approval.
- Division Managers will liaise with the Communications Coordinator to execute the necessary sponsorship agreement and benefit recognition provisions.
- Ongoing administration of the sponsorship agreement and the management of the sponsor's relationship shall be the responsibility of the relevant Division Manager.

6.5.6 Proposals over \$10,000 – Director's Limit.

- a. Proposals over \$10,000 up to the Director's limit shall be the responsibility of the Communications Coordinator, who shall be responsible for preparing, evaluating, and managing sponsor relations for these sponsorships.
- b. Accepted sponsorship, gift and donation, offers shall be the subject of a sponsorship agreement..
- c. The Department reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement result in a conflict with this policy or if the agreement is no longer in the best interests of the Department. Decisions to terminate an agreement shall be made by the Director.

6.5.7 Ethical Considerations.

- a. Sponsorships, gifts and donations may come with unintended consequences and need to receive careful consideration.
- b. On occasion, the Department may need to reject an offer under circumstances including, but not limited to, the following:
 - The potential sponsor seeks to secure a contract, permit or lease.

- The potential sponsor seeks to impose conditions that are inconsistent with the Department's mission, values, policies, and/or planning documents.
- Acceptance of a potential sponsorship would create a conflict of interest or policy (e.g., sponsorship from a tobacco company, political organization).
- The potential sponsor is in litigation with the City of Spokane.

6.5.8 Monitoring and Performance Reporting.

Fundamental to improving the management and performance of the Department's sponsorship activities is the need for an effective program of review and reporting. Accordingly, the following performance indicators have been established and will be reported upon annually to the Park Board:

- a. Number of active sponsorships; and
- b. Dollar value of active sponsorships.

6.6 Memorials and Plaques.

The following principles form the basis for the Department's consideration of memorial, plaque or tribute proposals and to help prevent proliferation of memorials, plaques and tributes:

6.6.1 Memorials, plaques or tributes should benefit the general public as a first priority with the benefit to the donor or honoree as a secondary goal.

6.6.2 An agreement will be consummated to include responsibilities related to the memorial or plaque including but not limited to:

- a. Installation costs including on-going upkeep; and
- b. Replacement or repair costs.

6.6.3 Acceptable proposals of memorials, plaques or tributes in parks and recreation areas are:

- a. New trees or tree replacement;
- b. New or replacement park furniture as outlined in the Gift Catalogue; and

c. New or replacement of facilities.

6.6.4 Accepted proposals will adhere to all other relevant guidelines and procedures as previously outlined.

6.7 Process For Memorials and Plaques.

6.7.1 All memorial and plaque requests must be in writing and shall be referred to the appropriate Division Manager.

6.7.2 The Division Manager is responsible for evaluation of requests and the provision of a recommendation to the Director as to whether the proposal should be accepted or rejected.

6.7.3 Division Managers will liaise with the Communications Coordinator to execute the necessary agreement and benefit recognition provisions.

6.7.4 The Department reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement result in a conflict with this policy or if the agreement is no longer in the best interests of the Department. Decisions to terminate an agreement shall be made by the Director. Circumstances include but may not be limited to the following:

- a. The sponsor seeks to impose conditions that are inconsistent with the Department's mission, values, policies, and/or planning documents.
- b. A conflict of interest or policy arises during the agreement period.
- c. The potential sponsor is in litigation with the City of Spokane.

6.8 Naming Parks and Facilities.

The following principles form the basis of the Department's consideration of naming or re-naming Parks and facilities:

6.8.1 The Director's recommendations for parks and facilities names will be based on and chosen from the following criteria:

- a. Historical / prominent individuals / families / groups.
 - To have a name eligible for nomination an individual or family must have been a resident of the City of

Spokane and the individual must have been deceased for at least one (1) calendar year.

- Families or individuals will be informed of the Department's desire to commemorate them in the particular manner.
 - The duplication or repeat use of names will be avoided, where possible.
 - Staff will not place names of living nominees on an eligibility list.
 - Names of living nominees must be nominated or recommended in writing by a member of the Park Board.
 - Living political nominees must be retired from political life for at least five (5) years.
 - Other living nominees must have been deemed by Park Board and the community to have made an outstanding contribution to the City of Spokane.
- b. Geographic or historical significance of the specific location. A suitable program or community related name which denotes an appropriate linkage to its function.
- c. In recognition of a significant donation where a sponsorship agreement covers the majority (over sixty percent (60%)) of the cost of the particular facility or structure.

6.8.2 Renaming of a Park or Recreation Facility

No park or facility shall be renamed. Additional names may be added to the original name in accordance with the eligibility criteria set forth in this policy.

6.9 Process For Naming Parks.

6.9.1 Anyone wishing to propose a name for a park or facility must submit a written request to the Director.

6.9.2 All naming opportunities shall be developed under the guidance of the Marketing Committee.

- 6.9.3 The Communications Coordinator may meet with neighborhood representatives, other City government organizations (e.g. Historic Preservation, Planning Services), or organizations concerned with parks and/or park facilities in order to prepare a recommendation.
- 6.9.4 The Marketing Committee, in consultation with the Director and appropriate Division Manager shall forward naming recommendations to the chairperson of the appropriate Park Board committee and for action to the full Park Board.
- 6.9.5 Accepted proposals will adhere to all other relevant guidelines and procedures as previously outlined.
- 6.9.6 The Department reserves the right to terminate any contractual relationship should conditions arise during the life of the agreement result in a conflict with this policy or if the agreement is no longer in the best interests of the Department. Decisions to terminate an agreement shall be made by the Director. Circumstances include, but may not be limited to, the following:
 - a. The sponsor seeks to impose conditions that are inconsistent with the Department's mission, values, policies, and/or planning documents.
 - b. A conflict of interest or policy arises during the agreement period.

7.0 RESPONSIBILITIES

The Director of Parks and Recreation shall administer this policy.

8.0 APPENDICES

None


APPROVED BY:


City Attorney (A354)

8-17-11
Date


Director
Parks and Recreation

7/14/11
Date


Park Board President

7/14/11
Date

PARK BOARD PROJECT ASSIGNMENTS

Board Member	Task	Schedule
Chris Wright (President)	RFP Executive Team Council / Legislative Agenda Joint Arts Commission Sportsplex / 8% Design Review Committee Parks Director Review <i>RFP Director Interviews</i> <i>Capital Fund Feasibility RFQ</i>	Mondays, Weekly On-going Monthly On-going On-going January/February 2016 <i>Concluded</i> <i>Concluded</i>
Susan Traver (Vice-President) (Finance Chair)	Carousel RFQ and Design Review Citizen Design Review Committee Sportsplex / 8% Parks Director Review Naming/Sponsorship Ad Hoc <i>RFP Director Interviews</i> <i>Ice Rink RFQ</i> <i>Capital Fund Feasibility RFQ</i> <i>Public Spaces / Bridges RFQ</i> <i>Marketing Contract RFQ</i>	January On-going On-going January/February 2016 On-going <i>Concluded</i> <i>Concluded</i> <i>Concluded</i> <i>Concluded</i> <i>Concluded</i>
Andy Dunau (RFP Chair)	RFP Executive Team RFP Bond Budget RFP RFQs (All)	Mondays, Weekly On-Going On-going
Ross Kelly (By_Laws Chair)	Indian Canyon Contract Review / Award Sportsplex / 8% Nominating Committee RFP RFQ Contract Review <i>Ice Rink RFQ</i>	December - January On-going February/ March 2016 As Needed <i>Concluded</i>
Ken Van Voorhis (Land Chair)	(Conflict - Stantec/Ice) Nominating Committee Parks Director Review RFP RFQ Contract Review	February/ March 2016 January/February 2016 As Needed
Sam Selinger (Rec Chair)	Capital Fund Feasibility Conservancy Joint Arts Commission Naming/Sponsorship Ad Hoc	On-going On-going Monthly On-going
Preston Potratz (Golf Chair)	(Conflict - Carousel) Indian Canyon Contract Review Indian Canyon /FOIC RFP RFQ review	December- January On-going As needed
Lauren Pendergraft (UF Chair)	RFP Bond Budget Indian Canyon Contract Review Carousel RFQ and Design Review Naming/Sponsorship Ad Hoc <i>Marketing Contract RFQ</i>	December/ January December-January January On-going <i>Concluded</i>

PARK BOARD PROJECT ASSIGNMENTS

Nick Sumner	RFP Bond Budget Parks Director Review Nominating Committee	December/ January January/February 2016 February/ March 2016
Ted McGregor	Conservancy Carousel RFQ and Design Review Joint Arts Commission Design Review Committee	On-going January Monthly On-going
Candace Mumm (Council Liaison)	TBD	