

ORDINANCE NO. 2012-20

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPONSORSHIP PROGRAM ;CREATED ARTICLE VIII, SECTION 2-300 RELATING TO SAME; PROVIDING FOR TERMS, CONDITIONS, EXEMPTIONS RELATING TO ACCEPTING DONATIONS, SPONSORSHIP AND PARTICIPATION IN EVENTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay desire to create a written policy relating to donation, sponsorship and participation in events; and,

WHEREAS, the Village desires to create procedures relating to activities that involve the financing, construction, renovation and/or operation of Village property, vehicles, programs, projects, goods, services and/or publications that provide a benefit to the public; and,

WHEREAS, the sponsorship program is not intended to, and does not provide, a public forum for purposes of expressive activity, rather benefits in an individual sponsorship arrangement will be determined by collaboration and set forth in a sponsorship agreement between the Village and the sponsor; and,

WHEREAS, it is the intent of the Village that no sponsor or other person shall have a right to use any Village activity or Village property with regard to a sponsorship for any purpose other than the intended and authorized governmental purpose or services; and,

WHEREAS, a sponsorship arrangement and/or sponsorship agreement shall not be construed as an endorsement by the Village of the sponsor's organization, products or services, unless the sponsorship agreement expressly so provides; and,

WHEREAS, the Village shall not relinquish to a sponsor any aspect of the Village's right to manage and control the Village's assets or facilities by entering into a sponsorship, and sponsorships on Village property are maintained as a nonpublic forum ; and,

WHEREAS, the Village has full rights and discretion to restrict access to Village properties and Village publications and to reject or refuse placement of any or all sponsorship information; and,

WHEREAS, to the extent that any such information is accepted, the Village 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 Village or services provided to the Village residents; and,

WHEREAS, sponsorships must be compatible with the Village's goals and in age, and the Village 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; and, in determining the appropriateness of a potential sponsorship relationship, the Village shall consider whether the relationship may undermine public confidence in the Village's impartiality in the transaction and/or whether it may interfere with the efficient delivery of Village services or operations, including, but not limited to current or potential conflicts of interest between the sponsor and the Village and/or the sponsor and any of the Village's employees, officials, or affiliates; and,

WHEREAS, the Village shall preclude sponsorship by (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 Village of Palmetto Bay Codes); and (4) Alcoholic beverage companies, when the primary targeted beneficiaries of the marketing partnership are youth under the legal drinking age; and,

W H E R E A S, the M a y o r and V i l l a g e C o u n c i l d e s i r e t o c r e a t e a S p o n s o r s h i p P r o g r a m .

BE IT ENACTED BY THE MAYOR AND VILLAGE COUNCIL OF THE
VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. Chapter 2, of the Village's Code of Ordinances, at Article V III, is amended to read as follows:

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CHAPTER 2 -ADM IN ISTRATION

* * *

Article VIII SPONSORSHIP PROGRAM

Sec.2-300 -D efinitions.

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 Village 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 Village 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 Village, and may be either an individual or a for-profit or not-for-profit entity.

Sponsorship means an arrangement between the Village 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 Village's activities and/or public recognition in a form and manner determined by the Village.

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

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

Sec. 2-301 - 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 Village Manager. The Village Manager, or designee, is authorized to solicit sponsorships.

Sec. 2-302 - Authority.

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 Village and the sponsor. No sponsor or other person shall have a right to use any Village activity or Village 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 Village 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 Village of the sponsor's organization, products or services, unless the sponsorship agreement expressly so provides. The Village shall not relinquish to a sponsor any aspect of the Village's right to manage and control the Village's assets or facilities by entering into a sponsorship. Sponsorships on Village property are maintained as a nonpublic forum.

1 The Village has full rights and discretion to restrict access to Village properties and Village
2 publications and to reject or refuse placement of any or all sponsorship information. To the extent
3 that any such information is accepted, the Village reserves the right to full editorial control over the
4 placement, content, appearance and wording and to determine and prohibit types of sponsorship
5 information which are deemed inappropriate for or inconsistent with the business of the Village or
6 services provided to the Village residents.

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

15 Sec. 2-303 - Scope.

16 (a) The sponsorship program includes all sponsorships with any and all Village business units,
17 departments and divisions. The sponsorship program does not apply to:

18
19 (1) Philanthropic contributions, gifts, grants, or unsolicited donations in which no
20 commercial and/or marketing benefits of being associated with one or more of the Village's
21 activities are granted to the sponsor;

22 (2) Funding obtained from other governmental entities through formal grant programs;

23 (3) Village sponsorship support of external projects where the Village provides funds to
24 an outside organization;

25 (4) In-kind contributions or monetary contributions from independent foundations or
26 registered charitable organizations through their granting or giving programs;

27 (5) In-kind contributions or monetary contributions from entities making such
28 contributions with funds made available to them by the Village; and

29 (6) Rent, fees and/or other compensation received by the Village from third parties who
30 lease, license or use Village property for their own activities, including, but not limited to, the use of
31 Village recreational facilities by athletic organizations.

32
33 (b) Types of entities that will not be eligible for sponsorships include, but are not limited to, the
34 following:

35 (1) Illegal businesses;

36 (2) Religious or Political organizations or any political statements;

1 (3) Companies whose business is substantially derived from the sale or manufacture of
2 tobacco products, firearms or pornography (including, but not limited to, "adult use" as defined in
3 the Village of Palmetto Bay Codes); and

4 (4) Alcoholic beverage companies, when the primary targeted beneficiaries of the
5 marketing partnership are youth under the legal drinking age.

6 Prior to the determination of whether a prospective sponsor will be accepted, the Village attorney
7 shall be consulted.

8 Sec. 2-304 - Sponsorship categories.

9 Sponsorships may include the following benefits provided in exchange for in-kind consideration
10 and/or monetary consideration:

11 (1) Display on property for events: Authorization for a sponsor to promote its support of a
12 particular activity or program through a public display of a logo, banner, sign, on-site display
13 or other form of visual recognition, temporarily on Village property during specific events or
14 cultural promotions, and provided such displays shall conform to the Village's signage
15 regulations; such sponsors may be official partners of the Village, presenting sponsors, or
16 sponsors of a portion of an event;

17
18 (2) Publications: Authorization for a sponsor to promote its support of a particular
19 activity or program through a public display of a logo, or other form of visual recognition in
20 a Village publication such as the Village's e-news, cable station, website, or press release;

21
22 (3) Underwriting PBTV programming: Authorization for a sponsor to promote a message
23 including public display of a logo, name, products or services on cable cast and/or video
24 streaming on Palmetto Bay Television programming in exchange for its support of a
25 particular PBTV programming;

26
27 ~~(4) Naming opportunities: Authorization to temporarily name a portion of a facility, or to~~
28 ~~name a program or event; provided that no municipal buildings, public facilities, rooms,~~
29 ~~public spaces or parks may be named permanently through a sponsorship except with~~
30 ~~Council approval. Any recognition in naming a site shall not detract from the visual qualities~~
31 ~~of the site or be perceived as creating a proprietary interest; and~~

32
33 (5) Preferred vendor: Authorization to be designated as the preferred vendor for the Village
34 of a particular product or service, with the right to become the "Official product provider
35 for the Village of Palmetto Bay"; and

1 (6) Licensing: Authorization to use the Village's name, brand or identifiable location or
2 landmark in the Village with regard to a product or service; and

3
4 (7) Capital projects, preservation, and memorials: Authorization to sponsor the creation of new
5 permanent facilities, attractions, transit and/or infrastructure projects, or preservation,
6 memorial or restoration projects; and

7
8 (8) Advertising: Authorization to advertise during Village events in a manner consistent
9 with the policies set forth herein; and

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11 (9) Promotions: Authorization for a sponsor to promote its support of a particular activity
12 or program and build a database by offering promotions or sweepstakes; and

13
14 (10) Other benefits: Other benefits that may be provided to a sponsor include official
15 acknowledgment by the Village, by letter, public acknowledgment, proclamation, or other
16 similar statement; obtaining a ribbon cutting or photo opportunity; or receiving a
17 commemorative picture or plaque.

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19 In addition to the foregoing, other proposed sponsorship opportunities may be considered by the
20 Village. It is acknowledged that individual Village employees shall not be obligated to personally
21 endorse any sponsor by wearing a logo of a sponsor. Statements that contain prices, indicate savings,
22 or contain comparative descriptions of products or services or organizations will ordinarily not be
23 accepted. Sponsorship acknowledgments may be located in an individual location or multiple
24 locations, depending on the financial support/goods or services offered.

25 Sec. 2-305 - Administration.

26 Sponsorship program shall be administered by the Village Manager or his/her designee.
27 Sponsorships with a value of \$25,000.00 or less shall be subject to approval by the Village Manager
28 or designee. Sponsorships of a value of \$25,000.00 or less will generally consist of single event
29 sponsorships, or the donation of a product or services in exchange for sponsorship
30 acknowledgment. Approval of this level of sponsorship opportunity shall be provided by the
31 Village Manager or designee, following review by the Village Attorney's office, and consultation with
32 the Village's Planning and Zoning staff, if needed. Sponsorships with a value of greater than
33 \$25,000.00 shall be subject to approval by the Village Council. These are expected to be
34 comprehensive partnerships, exclusive rights or a sponsorship period greater than a single event
35 period.

1 A sponsorship arrangement shall be documented in a sponsorship agreement with the Village, which
2 agreement may be tailored to the specific circumstances and which shall be reviewed and approved
3 by the Village Attorney prior to finalization. The type, location, size, content and duration of any
4 sponsorship shall be subject to the approval of the Village Manager or designee to the extent
5 permitted by law and shall be specified in the sponsorship agreement. All sponsorship agreements
6 shall include, at a minimum:

- 7 (1) Signatures by authorized representatives of the Village and sponsor;
- 8 (2) Term of the sponsorship agreement, including provisions for termination;
- 9 (3) Details of the exchange of benefits, including what will be provided to the Village by
10 the sponsor and what will be provided by the Village to the sponsor;
- 11 (4) Due dates for in-kind consideration and/or monetary consideration to be provided
12 by the sponsor;
- 13 (5) A provision that the consideration being provided by the sponsor is on a fixed fee
14 basis, without regard to the Village's actual cost of the activity;
- 15 (6) Appropriate insurance and indemnification; and
- 16 (7) A statement as to whether the sponsorship is exclusive or non-exclusive.

17
18 The Village may revoke, suspend or modify any sponsorship arrangement or sponsorship agreement
19 as necessary to comply with laws, to ensure the safety and convenience of the public, and to
20 effectuate the Village's goals and objectives. In the event an organization that has received a
21 sponsorship is acquired by or merged into another organization, the Village reserves the right to
22 discontinue the existing sponsorship. Refunds may be granted in the sole discretion of the Village
23 Manager.

24 Sec. 2-306 – Sponsorship recognition.

25 The type, location, design, content, size and duration of any advertising display or sponsor
26 recognition must be approved by the Village and meet applicable codes and the terms of the
27 sponsorship agreement. All proposed signage and marketing materials must be submitted with
28 sufficient detail for the Village to determine content and final general appearance. Use of the Village
29 of Palmetto Bay's name, seal, marks or logo may be used only in accordance with Village
30 Authorization. A violation of this provision is a misdemeanor under section 165.043, Florida
31 Statutes.

32 The following standards for advertising are adopted and any and all proposed information with
33 regard to the following list shall not be displayed in any signage, marketing or advertising materials
34 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.

* * *

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 3. This ordinance shall be codified and included in the Code of Ordinances.

Section 4. If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 5th day of November, 2012.

Attest: _____
Meghan Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM :

Eve A. Boutsis
Village Attorney

1
2 FINAL VOTE AT ADOPTION :
3
4 Council Member Patrick Fiore YES
5
6 Council Member Howard Tendrich YES
7
8 Council Member Joan Lindsay YES
9
10 Vice Mayor Brian W .Pariser YES
11
12 Mayor Shelley Stanczyk YES
13
14