



City Manager's Office
Administrative Policy
Subject: Partnership Policy

Issue 1
December 9, 2022

I. PURPOSE

The City of North Port welcomes and encourages partnerships that enhance the quality of life for City residents and that support the City's mission and strategic goals. It is the City's intent to prioritize partnership opportunities with North Port based individuals, businesses, and non-profit entities and organizations whose missions and services align with the mission and values of the City.

II. OBJECTIVE:

To promote partnership opportunities and engage with individuals, businesses, and non-profit entities in the delivery of services to the community.

To provide a non-public forum where partnership opportunities can be developed through an inclusive, interactive, and transparent process that results in enhanced quality of life for City residents.

To treat all partnership requests fairly and responsibly, and to provide a uniform standard and procedure for partnership administration.

II. DEFINITIONS

Event: A City event, activity, program, or operational use of City owned property that is available for partnership.

Partner: An individual, business, or non-profit entity, whose submitted partnership application is accepted by the City.

II. APPLICATION AND AGREEMENT:

The City will review partnership applications within 14 business days of receipt and will schedule a meeting with each applicant that meets the requirements of this Policy within a reasonable amount of time to determine partnership responsibilities and potential funding. The City will inform an applicant as soon as reasonably possible if the City is unable to accept a submitted partnership application. The City must receive a new partnership application for each event proposal pursuant to the deadlines identified in this Policy.

No partnership application will be accepted where the partnership will be used by the applicant in furtherance of fundraising activities. The City and applicant must agree in writing to the terms and conditions of their partnership, subject to Commission approval and applicable budget appropriation.

IV. PROCEDURES:

- A. *Application Evaluation.* Each partnership application will be evaluated based of the following measures:
1. Partnerships for existing City events shall be addressed through the Citywide Sponsorship Policy.
 2. Partnerships for new City events must:
 - a) Align with the City’s mission and support one or more of the City’s strategic priorities;
 - b) Have an identifiable and specific public purpose;
 - c) Provide an unmet service or benefit to City residents at large;
 - d) Not duplicate or compete with an existing City event;
 - e) Result in direct costs being offset through event participant fees and charges; and
 - f) Result in net revenue being equally shared between the City and Partner.
- B. *Required Information.* Each partnership application must include the following information:
1. Partner organization data;
 2. Detailed description of proposed event;
 3. Anticipated financial impact for the entire event;
 4. Resources anticipated, requested, and required from the City;
 5. Acknowledgement that proof of insurance at levels and form required by the City must be provided to the City no less than 30 days prior to the event; and
 6. Any other information requested from the City.
- C. *Application Deadlines.* The City will accept partnership applications annually from January 15th through March 15th for consideration and possible inclusion in the budget for the following fiscal year. Applications submitted outside this timeframe will be considered based on available funds.
- D. *Not an Endorsement of Partner.* The City does not endorse any aspect of a Partner, or a Partner’s services, products, or message. The City’s display of a Partner’s logo or message does not imply an affiliation with the Partner other than as outlined within the partnership application, partnership agreement, and this Policy; any implied affiliation is accidental. The City will reject any partnership application where the involvement of the applicant may compromise the public’s perception of the City’s neutrality or its ability to act in the public interest. A Partner’s participation in an Event, and the views and opinions expressed by a Partner, do not necessarily state or reflect those of the City, City Commissioners, or employees and must not be interpreted by the public as the City making a statement or taking an action that directly or indirectly advocates or endorses the Partner, its organization, product(s), or services.
- E. *Policy and Message Content.*
1. The City’s Partnership Program is a non-public forum in which the City exercises sole discretion over the eligibility to participate as a Partner according to the terms of this policy. The City has full control over the acceptance or rejection of a partnership application and full editorial control for the placement, content, and appearance of a Partner’s message when it appears on City property. The City’s decision regarding the appropriateness of an applicant’s or Partner’s

participation or message is final; the City may revise, reject, or omit content as it sees fit on any message that appears on City property.

2. The City will not reject a partnership application based on an applicant's viewpoint. However, the City does not seek and will not approve a partnership application when the applicant manufactures products or takes positions inconsistent with local, state, or federal law or with the City's vision, mission, values, or policies.
 3. An applicant engaged in any of the following activities, or that has a mission supporting any of the following subject matters, or that in the City's sole discretion and judgment is deemed to be unsuitable for or contrary to community standards for the appropriateness of government speech, is prohibited from being a Partner or displaying its message on any City property:
 - a) Commentary, advocacy, promotion, or depiction of issues, candidates, or campaigns pertaining to political elections;
 - b) Promotion or depiction of profanity, obscenity, or sexually-oriented products, activities, or materials;
 - c) Promotion or depiction of bigotry, prejudice, discrimination, or hate;
 - d) Promotion or depiction of firearms, explosives, weapons, or the glorification of violent acts;
or
 - e) Promotion, glorification, or depiction of illegal products, activities, or materials.
- F. *Conflicts*. A Partner, and its employees, agents, contractors, or representatives must not disparage the event, damage the goodwill associated with the event, or be prejudicial to the image and/or reputation of the event or City's involvement therein. The City may deny a future partnership application where it is determined that a Partner has violated this section.
- G. *Force Majeure*. Should an event be closed, cancelled, curtailed, or adversely affected by any cause not within the reasonable control of the City, including but not limited to fire, flood, explosion, lightning, windstorm, earthquake, or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, government interference, civil commotion, riot, war, strike, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of the City, the City is under no obligation to provide a Partner with a refund of all or part of the Partner's contributions. If it becomes necessary to cancel an event, it may or may not be rescheduled at the City's discretion.