CD011	INCOMING CORPORATE PARTNERSHIPS		
POLICY OWNER:	Council		
DEPARTMENT:	Office of the CEO		
CREATION DATE:		REVIEW SCHEDULE:	Quarterly
RELATED PROCEDURES:			
RELATED FORMS:			
RELATED DELEGATIONS:			
RELATED POLICIES:			
LEGISLATION:	s5.126, 5.127, 5.128 Local Government Act 1995 Local Government (Administration) Regulations 1996 Part 10		
DOCUMENT CONTROL			
DATE REVIEWED:	REVIEWED BY:	CHANGES (IF ANY):	ENDORSED BY COUNCIL:
28.03.2023		New Policy	FC 5/3/23
28/05/2024	Council	Minor Changes: Refer to Council Minutes	OCM 12/05/24

CD0011 Incoming Corporate Partnerships

OBJECTIVES

The objective of this policy is:

- to form effective partnerships and sponsorships with the corporate/not-for-profit sector and community groups that generates revenue or in-kind support to deliver initiatives that benefit the broader community, the Shire and corporate/not-for-profit or community group partners; and
- to establish a framework and processes for managing partnerships that is clear, equitable, consistent and transparent.

POLICY SCOPE

The policy concerns partnership relationships created with the purpose of delivering a project, program, service or facility and provides the right to associate the partner's name, products or services with the initiative, in return for negotiated and specific benefits such as cash or in-kind support or promotional opportunities. It involves a negotiated exchange and should result in tangible, material and mutual compensation for the principal parties to the arrangement. Partnerships can take the form of cash and/or in-kind support.

It applies to the Shire President, all Elected Members and all employees of the Shire of Carnarvon.

POLICY STATEMENT

In seeking to deliver Shire approved initiatives in the most effective and efficient way to the Community, the Shire will pursue partnership and sponsorship opportunities with businesses, organisations and community groups. All partnerships and sponsorships will be investigated, developed, implemented and managed guided by the following principles:

Principles

Alignment

- The Shire will only consider engaging with and continuing engagement with organisations that support and align with the values, objectives and vision for the Shire of Carnarvon.

Benefit

- Any partnerships should have a net result of building and strengthening relationships with all tiers of our community.
- Any partnerships should reduce the cost of community initiatives and events to our ratepayers to ensure they are delivered in the most cost effective and efficient manner.
- Any partnerships should be relevant to our community, deliver on community aspirations and complement other community events or initiatives.

Probity

- A partnership and sponsorship agreement should not impose or imply conditions that would limit, or appear to limit, the Shire's ability to carry out its functions fully and impartially. In particular, they should not present a conflict of interest (or perception of a conflict of interest) in the Shire's compliance with, and exercise of, its legislative obligations under the Local Government Act or any other legislation.
- All partnerships will align with Shire procurement policies and the Shire of Carnarvon's Elected Member and Staff Codes of Conduct. Conflicts arising from personal relationships or financial arrangements of staff involved in sponsorship assessment, approval or administration will be managed in accordance with the conflict-of-interest provisions of the Shire's Code of Conduct.
- No employee may seek or receive a personal benefit or be perceived to receive a personal benefit from a sponsorship. Any contribution from the sponsor must be received by the Shire, not directly to an individual, and must be seen to benefit the Shire, not an individual. All Shire employees receiving products, goods or services as mementoes or tokens of appreciation from sponsors, will disclose the receipt of such items in accordance with Shire policies and the Shire Code of Conduct. Shire employees and Elected Members must declare an interest if a closely associated person and/or any businesses they may own, control or are in any way associated with, are negotiating and/or entering into sponsorship arrangements with the Shire.
- Any partnerships and sponsorship arrangements undertaken should not replace a service required by law nor inhibit the Shire's ability to ensure that events, programs and services are accessible and appropriate to all groups in the community.
- Sponsorship of Shire activities/infrastructure/roles will not involve explicit endorsement of the sponsor or the sponsor's products/services.

Risk Assessment and Tension between Principles

- These are general principles and will need to be assessed on case-by-case basis in a manner partially detailed in the policy below. Sometimes there may exist tension between principles or uncertainty regarding facts that will require deliberation and careful justification and consideration.

- Any deviation from these principles should be based on retaining the intent of the principle. For example, although receiving sponsorship from people or organisations which are, or may be, subject to regulation or inspection by the Shire during the life of the sponsorship is not recommended, adhering to this principle can unduly limit the Shire's partnership prospects. In such a case the Shire should develop alternative strategies to ensure it can carry out its regulatory or inspection responsibilities in relation to sponsors in an open, fair, accountable and impartial manner.

REALISING THE PRINCIPLES

These principles will be implemented in the following ways in partnerships:

1. The Process for acquiring Partnerships.

Incoming sponsorship can be sourced by:

- An open call invitation for sponsorship (either general or for a specific purpose and either through a tender process or non-structured process).
- Unsolicited approaches for sponsorship from sponsors (organisations approach the Shire for either general or for a specific sponsorship).
- A targeted approach to specific sponsors (approaching specific organisations with offers for specific sponsorship).
- Approval to source incoming sponsorship by any of these methods is at the discretion of the business unit Managers in consultation with the CEO.

2. The Process for assessing suitability of Partnerships.

Regardless of the method of approach the Shire will only consider engaging with and continuing partnering with organisations that support its values. In practice this means that a two-stage process will be used to assess a potential sponsors and sponsorships:

2.1. Assessment of The Partner.

Certain organisations and individuals engage and activities and hold beliefs that are incompatible with the Shire's values. These include but are not limited to:

2.2. Assessing the Partnership Proposal.

To be eligible, partnerships proposals must be:

- In the Shire's current Corporate Business Plan;
- In the Shire's current Long Term Financial Plan as approved by Council;
- Identified as meeting a strategic/important community need or aspiration in the current Strategic Community Plan, including the proposed 'Big Ideas' or 'Additional Areas'.

The following types of activities are acceptable and open to sponsorship/partnership:

- Community and Shire events. These are events organised by Council, local groups or organisations for the community.
- Shire programming and initiatives. These are ongoing or one-off activities and programs focused on a particular purpose.
- Shire buildings and physical infrastructure. These might be permanent (eg. play equipment, benches, bricks, airport buildings) or temporary (street treatments, plantings, pop- ups)

2.3. Assessing Internal and External Partnership Conflicts.

External - Where an existing partnership or grant conflicts with, or prohibits the association with, a potential sponsor (eg. alcohol or fast food) then an agreement cannot be entered into. When this is possible, but unspecified a discussion with existing partners should be undertaken to assess if the new partnership could be a concern. Where a potential sponsor presents the possibility of limiting access to future sponsorships or grants that have greater value to the Shire the value of this will need to be negotiated with the CEO before approval.

Internal - Potential conflicts of interest/perceived conflicts of interest for staff and Elected Members in a proposed partnership would not be unusual in a smaller local government. During the assessment process a list of such conflicts should be created and assessed for seriousness. Potential strategies to manage these conflicts can also be proposed.

2.4. Approval Authority.

Once a partnership proposal has been assembled the following authorities will approval the proposal depending on alignment with Shire values, risk and financial value of partnership.

<u>Financial value of Partnership</u>

Agreements must be approved by relevant Shire officers or Council as per below:

$500 - $2,000	Relevant Manager to approve.
$2,001 - $10,000	Relevant Executive Manager to approve.
$10,001 and above	Council to approve

Alignment with Shire values

If a partnership is not directly related to the Shire's current Corporate Business Plan and Long-Term Financial Plan, approval must be given by the Executive Leadership Team with justification for their decision.

<u>Risk</u>

The primary risk of sponsorship for the Shire is around reputational damage. Depending on the how likely and how significant the risk of the good name of the Shire being bought into disrepute different authorisations are required.

Agreements with different levels of risk require approval as below:

Low (low likelihood, low significance)	Relevant Manager to approve.
Moderate (low to medium likelihood, medium to high significance)	Relevant Executive Manager to approve.
High (medium to high likelihood, high significance)	CEO to approve.
Extreme (medium to high likelihood, critical significance)	Council to approve.

Following approval and signing of the sponsorship agreement details of the approved sponsorship agreement will be made publicly available, including the forms of recognition and benefits offered to the sponsor.

3. Partnership Agreements

All Partners will be provided with a formal agreement clearly outlining roles and responsibilities, commitments and benefits. Agreements cannot be altered without the agreement of both the Shire and the Partner. The agreement will contain the following sections:

3.1. Description of Partnership Contribution type and nature

In the interests of equity and transparency in all partnerships, benefits will be clearly outlined in the agreement which is signed by both parties The final mix of what Partners receive from the Shire will be decided in negotiation with them, and will differ – depending on the partnership activities. It is up to the Shire officer producing the agreement to liaise with the party on a list of benefits that will be both mutually beneficial to both parties and apply appropriate recognition. These will be listed in the agreement as:

<u>Description of Benefits to be provided by the Shire</u>

The primary benefit provided by the Shire is recognition of the contribution of the sponsor. All sponsors are encouraged to discuss their preferred options for recognition based on their organisation's own objectives. Benefits will vary depending on the initiative and program that is being sponsored. Examples of benefits and recognition include, but are not limited to:

- Brand awareness in form of recognition in relevant marketing material and publicity associated with partnership. (i.e. social media and Shire website, print and digital advertising, relevant marketing collateral).
- Partnership promoted through media release and photo opportunity with Shire or Council representative.
- Logo inclusion in relevant partnership-related materials including promotion, banners/signage at any sponsored event/activity.
- Entry/tickets to sponsored event/activity.
- Naming rights for whole or portion of event/activity.
- Verbally acknowledge partner at any related activities.
- Opportunity to officially open or partake in the event/activity.

To assist sponsors examples of benefits that may align, but are not limited, to dollar values include:

$0-$5,000	Brand awareness in form of recognition in relevant marketing material and publicity associated with partnership. (i.e. social media and Shire website, print and digital advertising, relevant marketing collateral). Logo inclusion in relevant partnership-related materials including promotion, banners/signage at any sponsored event/activity.

$5,000- $10,000	Partnership promoted through media release and photo opportunity with Shire or Council representative. Entry/tickets to sponsored event/activity. Naming rights for whole or portion of event/activity. Opportunity to officially open or partake in the event/activity.
Over $10,000	All benefits used as negotiated.

- **Description of Benefits to be provided by Partner**

The type of contribution from the sponsor may be cash or in-kind. In-kind means the provision or receipt of goods or services to support or enhance an initiative at a reduced rate or free of charge.

3.2. Performance criteria

A list of actions and timing that show compliance with the agreement.

3.3. Term of Sponsorship

Length of time stating when the sponsorship begins and ends.

3.4. Standard Terms

A list of standard terms such as:

- Definitions.
- Insurances.
- Exclusivity.
- Scope of agreement.

3.5. Dispute mechanisms and review

A description of the process for review and potential discontinuation of the sponsorship.

All existing Partners will be made aware of any new partners in a project, event or activity prior to the signing of the final agreement.

4. Process for Reviewing suitability of Partnerships.

The Shire reserves the right to review and suspend/alter/discontinue the partnership relationship at any time. A review will be triggered by any change to any of the criteria for partnership listed above. This includes any action by individuals associated with the partner organisation or action by the partner organisation that brings the good name of the Shire into disrepute. The details of such a process will be included in the Partnership Agreement.