



2020

Request for Presenting and
Major Sponsorship

Lenexa 
K A N S A S

City of Lenexa

Request for Sponsorship (RFS)

The City of Lenexa, Kansas ("City"), is seeking proposals from individuals or entities interested in becoming a festival Presenting and/or Major Sponsor 2020. The City of Lenexa's Parks and Recreation Department presents five regional and nationally known festivals each year. These festivals draw visitors from within the Kansas City Metropolitan area, across the state and nation. The City's residential population is currently 50,000 +/- with a daytime population of 100,000 +/- and these festivals collectively draw thousands of participants and approximately 50,000 attendees. Presenting and Major sponsorships are two distinct sponsorship categories offered for each of the five Festivals. Presenting and Major Sponsorships require a minimum cash or in-kind payment equal to or greater than the amounts established by the Director of Parks and Recreation provided on page 7 of this RFS.

The City offers sponsorship opportunities as an important tool to enhance and improve the festivals for the citizens and visitors of Lenexa while helping to offset the costs of offering such festivals. In addition, these sponsorships provide opportunities for community involvement by local businesses who desire to support and be associated with City programs and events. Prior to submitting a proposal, interested individuals or entities are advised to read the City Sponsorship Policy, Governing Body Policy Number GB-Gen-1, in its entirety. For your convenience, a copy of the City Sponsorship Policy has been included in the appendix. The City is not obligated to review any proposal submitted and may accept or reject any proposal which does not meet the criteria of the City Sponsorship Policy.

Contact Person

All inquires concerning this Request For Sponsorship (RFS) should be directed to:

Lindsay Hart, Recreation Superintendent
Lenexa Parks and Recreation
17201 W. 87th St. Pkwy
Lenexa, Kansas 66219
913-477-7130 or 913-477-7150/FAX
lhart@lenexa.com

Deadlines for proposals

E-mailed proposals will be received by Lindsay Hart at the e-mail address listed below until Friday, January 3, 2020 at 5:00 p.m. Each e-mailed proposal must list "Proposal for Sponsorship - Major" or "Proposal for Sponsorship – Presenting" in the subject line.

E-Mail Address

Submit all questions and proposals electronically via e-mail to lhart@lenexa.com.



Lenexa Art Fair

May 9

In its 7th year, the Lenexa Art Fair presents an opportunity to reach thousands of community members and art lovers. This event combines fine art, music, wine and craft beer, and delicious food in a one-day event exciting and developing Lenexa City Center.



Great Lenexa Barbeque Battle

June 26 & 27

The Great Lenexa Barbeque Battle started in 1982 with 12 contestants and 12 judges. The contest has grown to its current size of 185 five-member teams, 240 judges and 22,000+ spectators. Chefs from all over the country will compete for the coveted title of Grand Champion of the Great Lenexa Barbeque Battle, Kansas State Champion.



The contest is held at Sar-Ko-Par Trails Park (87th & Lackman), and this two-day event typically includes children's activities, live music, and, of course, barbeque! The fun begins on Friday as the teams arrive with some of the most unique smoking contraptions imaginable. The real contest begins Saturday as 240 judges identify the best barbeque among seven different categories; brisket, pork, ribs, sausage, chicken, whole animal and miscellaneous. For each category, ribbons and plaques are awarded along with the final award of the day, the Kansas State Champion.

Lenexa Freedom Run

July 4



Approximately 1,500 runners participate in this event each year and all receive a free t-shirt or other promotional item(s). Awards are given to the top finishers in each age category (70 total). An average of more than 750 spectators and 100 volunteers attend to cheer on the runners. The entire course is traffic controlled, electronic chip timing is utilized, and race time receipts are offered at the event. The run begins in Old Town Lenexa at 7:00 a.m. and racers begin checking in at the Lenexa Community Center as early as 5:00 a.m.



Following the Lenexa Freedom Run and awards ceremony, thousands of residents descend upon Old Town Lenexa to take part in the Community Days Parade. With up to 100 parade entries, it is one of the largest in the Kansas City metropolitan area during the July 4th holiday. The parade route is one mile long and attendees enjoy approximately one and a half hours of floats, entertainers, bands, antique cars, politicians, elected officials and numerous other acts. The combination of these two events brings thousands of families and friends together to celebrate our country's independence and kick off July 4th activities as a community.



The Lenexa Spinach Festival

September 12



Lenexa was hailed as the Spinach Capital of the World in the 1930s. Did you know that Belgian farmers grew spinach in the Lenexa area and shipped it by rail? The Spinach Festival rolls all of the history surrounding Lenexa into a fun celebration! Explore this period during the annual Lenexa Spinach Festival.

Over 50 booths of arts, antiques and fine crafts await an estimated 6,000 attendees. Activities include green rock skipping, musical entertainment, cooking demos, children's games and contests, the world's largest spinach salad and of course, Popeye and Olive Oyl!



Lenexa Chili Challenge

October 9 & 10

The Lenexa Chili Challenge is held in Old Town Lenexa (the corner of Sante Fe Trail Drive and Pflumm Road) and hosts more than 200 teams. Teams can compete in four divisions: Traditional Chili, Home Style Chili, Salsa and Wings. There is also a Kids Cornbread Contest and a Hot Pepper Eating Contest.

Chili samples and entertainment await the nearly 8,000 spectators during this two-day event. Chili contestants arrive Friday afternoon to begin setting up their booths. The festivities for everyone begin Friday night with live music and a fireworks display that lights up the Old Town sky. The contest begins Saturday morning at 10:00 a.m. with more than 200 judges on hand to taste chili, salsa and wings. The contest concludes Saturday afternoon with an awards ceremony.



Benefits of Festival “Presenting” Sponsorship

Subject to availability, the City will provide the following benefits to the companies selected as a Festival “Presenting” sponsor:

Benefits For Festival Presenting Sponsors

Logos

- Company name and/or logo associated with the festival in promotions and publications *The (name of festival) presented by “Your Company.”*
- Company name placed prominently on information pieces and collateral material *This may include, but is not limited to, media advertisements, postcards, newsletters, program guides, press releases and general City events/publications in which the upcoming festivals are promoted*
- Company name or logo on the event give-away

Banner

- Company banner prominently displayed on-site during the festival
- Company will provide banner no larger than 10’x6’
- The banner shall not include any message, advertisement or other content prohibited by the City Sponsorship Policy.
- City may reject a Banner which is not in accordance with the City Sponsorship Policy

Promotion

- A booth for company's use to entertain or exclusively for your product or service
- Opportunity to place company's product in participant gift bags.
- Top recognition on the sponsor board at the festival
- Recognition via PA announcements at the festival and radio/television spots, if radio/television promotions are used

Additional Benefits

- Company's exclusive presence at the festival within the company's product or service category. *No other companies will be allowed to sponsor the festival if they provide a similar product or service to that of the presenting sponsor(s). Companies with unrelated products or services will be present.*
- 20 festival t-shirts or other primary festival promotional item
- Recognition at a Lenexa City Council meeting
- Recognition on www.lenexa.com as the “Presenting” sponsor for the festival

Festival Specific Benefits

Lenexa Art Fair Presenting Sponsors

- 10 VIP parking passes

BBQ Presenting Sponsors

- Five (5) judging positions
- 200 Admission tickets to the festival
- 10 VIP parking passes

Freedom Run Presenting Sponsors

- 10 entries to participate in The Lenexa Freedom Run
-
- Participation in the Freedom Run Virtual Bag

Spinach Festival Presenting Sponsor

- 10 VIP parking passes

Chili Challenge Presenting Sponsors

- Five (5) judging positions

Please note: Benefits are specific to the festival sponsored (i.e., admission to the BBQ is for BBQ sponsor only; Freedom Run sponsor does not qualify for judging positions at BBQ and Chili; etc.).

Please include your proposal requests for other benefits that best meet your needs. The City will consider all reasonable requests, but is under no obligation to approve any benefit other than those set forth above.

The City is under no obligation to approve or accept any Sponsorship Proposal and reserves the right to exercise full discretion and editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages in accordance with the terms of the City Sponsorship Policy.

Benefits of “Major” Sponsorship

The City will provide the following benefits to the companies selected as “Major” sponsors:

Benefits For Major Sponsors

Logos

- Company name and/or logo placed prominently on informational pieces and collateral material *This may include, but is not limited to, media advertisements, postcards, newsletters, program guides, press releases, and general City events/publications in which the upcoming festivals are promoted*

Banner

- Company banner displayed on-site during the festival
- Company will provide banner no larger than 4’x8’
- City may reject a banner or message which is not in accordance with the City Sponsorship Policy

Promotion

- Booth space (up to 20’x20’) at the festival, if available
- Opportunity to place company’s product in participant gift bags
- Recognition on the sponsor board at the festival
- Recognition via PA announcements at the festival

Additional Benefits

- 15 festival t-shirts, or other primary festival promotional item
- Recognition on www.lenexa.com

Festival Specific Benefits

Lenexa Art Fair Presenting Sponsors

- Five (5) VIP parking passes for the festival

BBQ Major Sponsors

- Four (4) judging positions
- 100 Admission tickets to the festival
- Five (5) VIP parking passes for the festival

Freedom Run Major Sponsors

- Seven (7) entries to participate in The Lenexa Freedom run
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- Participation in the Freedom Run Virtual Bag

Spinach Festival Major Sponsors

- Five (5) VIP parking passes for the festival

Chili Challenge Major Sponsors

- Four (4) judging positions

Please note that Major Sponsorships are NOT EXCLUSIVE.

Please note: Benefits are specific to the festival sponsored (i.e., admission to the BBQ is for BBQ sponsor only; Freedom Run sponsor does not qualify for judging positions at BBQ and Chili; etc.)

Please include in your proposal requests for other benefits that best meet your needs. The City will consider all reasonable requests, but is under no obligation to approve any benefits other than those set forth above.

The City is under no obligation to approve or accept any Sponsorship Proposal and reserves the right to exercise full discretion and editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages in accordance with the terms of the City Sponsorship Policy.

PROPOSAL REQUIREMENTS

All proposals for sponsorship must meet the requirements of the City Sponsorship Policy. The proposal must include a summary of the benefits and associated values provided by the company to the City, in return for sponsorship rights for one of the five major festivals in 2020. Companies are not limited to one proposal submission; however, if proposals are submitted for more than one festival, each proposal needs to be separate and distinct.

BASIS FOR AWARD OF SPONSORSHIP

Sponsorships will be awarded to the successful respondent ("Sponsor") that submits the proposal that, in the City's sole discretion, best benefits the City and the participants/attendees at the festival and is in accordance with the City Sponsorship Policy. This may include, but is not limited to product giveaways, cash investment, past experience working with the Sponsor, the Sponsor's reputation in the community, and avoidance/acknowledgement of any conflict of interest. In accordance with the City Sponsorship Policy, the value of In-kind payments are measured by their fair market value. At the time of application, the Sponsor shall document in writing the valuation of the goods or services to be provided. The Parks and Recreation Director has established the following minimums sponsorship fees for each Festival Presenting and Major Sponsorship:

| | Presenting | Major |
|----------------------------------|-------------------|--------------|
| The Great Lenexa Barbeque Battle | \$15,000 | \$5,000 |
| Lenexa Freedom Run | \$4,000 | \$1,500 |
| Lenexa Art Fair | \$4,000 | \$1,500 |
| The Lenexa Spinach Festival | \$4,000 | \$1,500 |
| The Lenexa Chili Challenge | \$4,000 | \$1,500 |

Sponsors who desire to make a full or partial in-kind payment of the Sponsorship fee, rather than cash, the value of the in-kind payment will be deemed 50% of the fair market value as documented by the Sponsor. Please specifically list any additional benefits or requirements related to the sponsorship proposal which will be used in the evaluation criteria for bid awards.

Proposals for all five festivals are due January 3, 2020 at 5:00 p.m. After the proposal opening, the value of each proposal will be evaluated, compared, and selected based on the criteria provided in the City Sponsorship Policy. Each proposal must identify the category of sponsorship desired (i.e., "Presenting" or "Major"). Approval of sponsorships are made within the sole discretion of the City.

ANTI-DISCRIMINATION CLAUSE

No Respondent to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex national origin, or religious creed. Sponsors must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Non-Discrimination as provided in K.S.A 44-1030.

TECHNICAL REQUIREMENTS

Preferred file format is .ai or .eps. If .jpg or .gif files are submitted, they must be a resolution that is considered camera ready artwork.

ESTIMATED SPONSORSHIP DURATION

The term of the Sponsorship shall terminate at the conclusion of the individual festival sponsored. The sponsorship is for the sponsored festival occurring in the calendar year 2020.

ASSUMPTIONS AND AGREEMENTS

Sponsors must execute the City's standard form sponsorship agreement and said agreement must be approved by the Lenexa Governing Body, or as required by policy, before sponsorship is accepted.

The contract states it shall not be assigned, transferred, or sold, or services sublet to any other person, in whole or part, by the Sponsor, except with the express written consent of the City.

Sponsors must agree to indemnify and hold harmless the City, its employees and agents from any and all loss, claims, settlements, or judgments for any injury or damage whatsoever including those for personal injury, bodily injury, property damage, and/or death arising out of the negligence of other actionable fault of Sponsor, its affiliates, subsidiaries, subcontractors, agents, servants, and/or employees in the performance of this Agreement.

ANTICIPATED SELECTION SCHEDULE

January 3, 2020 - deadline for proposal submissions

January 14, 2020 – anticipated recommendation of “Presenting” and “Major” sponsorship proposals for each festival presented to the Governing Body.

SPECIAL CONDITIONS FOR THE PROPOSAL

1. Proposals shall be e-mailed to Lindsay Hart at the address reflected on page 2. Any proposal that is sent but does not reach Lindsay Hart by the deadline time set forth above may not be accepted.
2. The City reserves the right to accept or reject proposals and to waive any technicalities or irregularities therein. No submitted proposal may be withdrawn for a period of thirty (30) calendar days from the date set for the opening thereof.
3. During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors or omissions.
4. The City reserves the right to retain all proposals submitted and to use any ideas in any proposals submitted. Submission of a proposal indicates acceptance by the person or entity submitting the proposal to the terms, conditions and specifications contained in this RFS, unless clearly and specifically noted in the proposal and confirmed in a subsequent agreement with the City.
5. The City of Lenexa will not reimburse responding companies or individuals for any expenses incurred in preparing proposals in response to this RFS.
6. The Sponsor shall be responsible for obtaining all permits and licenses, as required by any and all local, state, or federal laws, ordinances, or statutes.

INSURANCE

Sponsors will be required to secure and maintain throughout the duration of the Sponsorship term insurance of such types and in at least such minimum amounts as stated herein. The Sponsor will be required to provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any work pursuant to this Agreement. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modifications or cancellation of any policy listed on the certificate.

Sponsor, upon receipt of notice of any claim in connection with the sponsorship, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Sponsor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$50,000.00, whether or not such impairment came about as a result of the sponsorship.

If City subsequently determines that Sponsor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for purposes of the sponsorship, Sponsor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policyholder rating of "A" or better;
- (3) Carries at least a Class "VIII" financial rating; or
- (4) Is a company mutually agreed upon by City and Sponsor.

GENERAL LIABILITY

| | |
|-------------------------------|--------------|
| Each Occurrence | \$500,000.00 |
| Personal & Advertising Injury | \$500,000.00 |
| Products/Completed Operations | |
| Aggregate | \$500,000.00 |
| General Aggregate | \$500,000.00 |

Policy **MUST** include following conditions:

- (a) Contractual Liability and Independent Contractors.

AUTOMOBILE LIABILITY

Policy shall protect Sponsor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- A) Any Auto
- or
- B) All Owned Autos;
Hired Autos; and
Non-Owned Autos.

LIMITS

Each Accident, Combined Single Limits, Bodily Injury and Property Damage: \$500,000.00

WORKER'S COMPENSATION

Insurance shall protect Sponsor against all claims under applicable state Worker's Compensation laws. Sponsor shall be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable.

EMPLOYER'S LIABILITY

| | |
|----------------------------|------------------------------|
| Bodily Injury by Accident: | \$1,000,000.00 Each Accident |
| Bodily Injury by Disease: | \$500,000.00 Policy Limit |
| Bodily Injury by Disease: | \$1,000,000.00 Each Employee |

UMBRELLA LIABILITY

Unless otherwise specified, City shall be shown as an additional insured on the general liability and automobile liability policies only to the extent of \$500,000.00

| | | | |
|-----------------------------|---|------------------------|-------------|
| Policy Number: | GB-Gen-1 | Effective Date: | 11-1-2016 |
| Approved By: | Governing Body | Sunset Date: | N/A. |
| Approval Date: | 11-1-2016 | Prepared By: | Legal Dept. |
| Repeals/Replaces: | City Sponsorship Policy (GB05-H) and Reso. 2007-153 | | |
| Statutory Authority: | N/A. | | |
| Cross References: | N/A. | | |
| <hr/> | | | |
| Policy Purpose: | To establish general guidelines for entering into sponsorship agreements with entities and individuals for the City's programs, events, and personal property. | | |

1. Purpose.

The purpose of this policy is to establish general guidelines for entering into sponsorship agreements with entities and individuals for the City's programs, events, and personal property. Sponsorships are a privilege, not a right. Sponsorships are an important tool to enhance and improve the programs and events for the citizens and visitors of Lenexa as well as provide opportunities for community involvement by local businesses who desire to support and be associated with City programs and events. In addition, sponsorships help offset the costs of offering programs and events, thereby maximizing taxpayers' money.

The City recognizes that the proper operation of democratic government requires the public to have confidence in the integrity and impartiality of its government. As such, sponsorships are maintained by the City as a non-public forum and regulated by the City. The City reserves the right to exercise full discretion and editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages in accordance with the terms of this policy.

2. Scope.

This policy applies to all sponsorship agreements entered into by the City with individuals and entities for the City's programs, events, and personal property. Donations and gifts to the City Endowment Fund are not subject to this policy, nor are third-party entities or individuals who may sponsor community sports teams, community theater organizations, or similar organizations participating in City leagues and productions. This policy does not apply to advertising space made available by the City for paid advertisements. The decision to grant a sponsorship is discretionary and shall be considered on a case-by-case basis. **The City is under no obligation to approve any requested sponsorship. The Governing Body reserves the right to deviate from the policy and criteria contained herein when it believes it is the City's best interest to do so.**

3. Sponsorship Application.

Application for sponsorship can be submitted by individuals or entities responding to sponsorship opportunities posted on the City's website, targeted direct mailings, and/or other selected methods deemed appropriate by the City. The City may also consider sponsorship proposals initiated and submitted by individuals or entities, but is not obligated to do so. Notwithstanding the foregoing, the City shall not accept applications for sponsorship within the period fourteen (14) days prior to the subject event or program, unless otherwise specifically authorized by the City Administrator or his designee.

4. Sponsorship Categories.

Sponsorships are appropriate for the following types of City activities:

Festival Sponsorships: A festival sponsorship is the cash or in kind payment for the sponsorship of a City organized festival. City festivals include festivals such as the Lenexa Art Fair, Great Lenexa BBQ Battle, Lenexa Community Days, Lenexa Spinach Festival, Lenexa Chili Challenge and other festivals so designated by the City. The term of a festival sponsorship shall terminate at the conclusion of the festival. Festival sponsorships include the following levels:

- A. Presenting: A presenting sponsorship requires a minimum cash or in kind payment equal to or greater than the amount as established annually for all Festivals by the Director of the department responsible for the festival. Benefits include, but are not limited to:
 - The individual or entity's exclusive presence as presenting sponsor at the festival within the individual or entity's product or service category;
 - The individual or entity's name and/or logo associated with the festival in publications and on the festival website;
 - A City approved banner, of a size determined by the responsible department Director, prominently displayed at the festival; and
 - A booth location at the festival.

- B. Major: A major sponsorship requires a minimum cash or in kind payment equal to or greater than the amount as established annually for all festivals by the Director of the department responsible for the festival. Benefits include, but are not limited to:
 - The individual or entity's name and/or logo associated with the festival in publications and on the festival website.
 - A City approved banner, of a size determined by the responsible department Director, displayed at the festival; and
 - A booth location at the festival, if available.

- C. Platinum: A platinum sponsorship requires a minimum cash or in kind payment equal to or greater than the amount as established by the Director of the department responsible for the festival. Benefits include, but are not limited to:
- The individual or entity's name and/or logo on the sponsor board and festival website; and
 - Booth location at the festival, if available.
- D. Gold: A gold sponsorship requires a minimum cash payment equal to or greater than the amount as set forth by the Director of the department responsible for the festival. Benefits include, but are not limited to individual or entity's name on the sponsor board and festival website.

Special Event Sponsorships: A special event sponsorship is the cash or in kind payment for the sponsorship of a City organized special event. A special event sponsorship requires a minimum cash or in-kind payment equal to or greater than the amount as established by the City Administrator or designee. A special event includes a one-time occasion or reoccurring event which is generally smaller than a festival, including such events as Movie in the Park, Lenexa Outdoor Concert Series, Get Outdoors Lenexa, Tails on the Trails, Enchanted Forest, Sar-Ko-Aglow, Senior Banquet and other special events as designated by the City. Benefits provided shall be determined by the City Administrator or designee. Special Event sponsorships shall terminate at the conclusion of the special event.

Program Sponsorship: A program sponsorship is the cash or in kind payment for the sponsorship of a City-offered program for the public. A program sponsorship requires a minimum cash or in-kind payment equal to or greater than the amount as established by the City Administrator or designee. A program includes a series of ongoing activities (e.g. classes, senior dances, leagues, etc.) offered by the City. Benefits provided shall be determined by the City Administrator or designee. Program sponsorships shall be limited to a term equivalent to the duration of the program.

Personal Property Sponsorship: A personal property sponsorship is the cash or in kind payment for the sponsorship of certain City-owned personal property. A personal property sponsorship requires a minimum cash or in-kind payment equal to or greater than the amount as established by the City Administrator or designee. Benefits provided shall be determined by the City Administrator or designee.

Promotional Item Sponsorship: A promotional item sponsorship is the cash payment for the sponsorship of a promotional item handed out by the City at City festivals, special events and/or programs. A promotional item sponsorship requires a minimum cash payment equal to or greater than the amount as established by the City Administrator or designee. A promotional item is an article of merchandise selected by the City and may be branded or adorned with the City's name or any brands or logos of the City for the principal purpose of promoting a City festival, special event or program. Benefits provided shall be as determined by the City Administrator or designee.

The City may include additional benefits depending upon the type of activity sponsored, the level of the sponsorship and value of the cash or in-kind payment.

5. Sponsorship Criteria.

The City shall consider, but is not limited to, the following criteria, if applicable, when evaluating a sponsorship proposal. In all cases the City shall have the ability to accept or reject the proposal.

- The compatibility of the entity or individual's mission, product and promotional goals with the City's Community Vision, Mission, Values, Ordinances, and Policies;
- The compatibility and appropriateness of the entity or individual's mission, product and promotional goals with the City program, event or personal property to be sponsored;
- The compatibility of the entity or individual's proposal with the standards, aesthetic values and visual integrity of City property and expectations of users;
- The entity or individual's past record of involvement in the community and City projects;
- The timeliness or readiness of the entity or individual to enter an agreement;
- The actual value, in cash or in kind goods or services, of the proposal in relation to the benefit of the entity or individual and the City; and
- The City's operating and maintenance costs, including staff time or other additional responsibilities associated with the proposal;
- The inclusion of conditions that would limit the City's ability to enter into agreements with other sponsors or to carry out its functions fully and impartially; and
- The potential for public perception of partiality, impropriety or implied relationship between the City and the individual or entity other than for the limited purpose of the sponsorship.

6. Approval of Sponsorships.

Approval of sponsorships shall be made within the sole discretion of the City. All sponsorships shall be memorialized in a written agreement approved by the appropriate authority as set-out herein. The City Administrator or designee has the authority to seek and negotiate all sponsorships with individuals and entities. All Presenting sponsorships, as described herein, shall be approved by the Governing Body. All other sponsorships shall be approved by the City Administrator or designee. Approval of all sponsorships is subject to the provisions of City Code sections 1-2-A-1 and 1-6-F-2 relating to the authority to execute written agreements.

7. Entities and Individuals Not Considered for City Sponsorships.

The City shall not accept a sponsorship from an entity or individual that is engaged in any of the following activities:

- Entities or individuals involved in the manufacture, distribution and wholesaling of cigarettes, tobacco products, and vapor products;
- Entities or individuals involved in the manufacture, distribution, and wholesaling of alcohol, except where alcoholic beverages have been authorized for sale and consumption on the premises, provided that such sponsorship is not directly linked to activities, assets, facilities, or services targeting people under the age of twenty-one years;
- Entities or individuals involved in the manufacture, distribution, and wholesaling of firearms;
- Entities or individuals whose business is solely or substantially derived from the sale of pornography;
- Entities or individuals involved in the advocacy or endorsement of candidates or campaigns pertaining to political elections

8. Approved Sponsorship Standards.

If an entity or individual is selected as a sponsor by the City, its sponsorship shall adhere to the following standards:

The City reserves the right to approve or reject messages or advertisements utilized in association with the sponsorship and the content, wording, appearance or copy thereof for any reason whatsoever and shall not be liable for subsequent damages. The City shall reject all proposed messages or advertisements that contain any one or more of the following:

- Advocacy or endorsement of candidates or campaigns pertaining to political elections;
- Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness or characterizations which suggest, depict, or promote any such element or sexually oriented products, activities, or materials;
- Promotion for the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature;
- Promotion or depiction of discrimination or the use of hate speech against any individual, group, company or organization;
- Implication of endorsement by the City or City employees;
- Content which is false, misleading, deceptive or which otherwise relates to an illegal activity; or
- Language or descriptive material which taken in form and context is deemed to be contrary to community standards.

Sponsors are solely responsible for obtaining any necessary permission to use photographs, trademarks, trade names, copyrighted material or any other legally protected property.

Approval of a sponsorship does not relieve the entity or individual receiving the sponsorship from also complying with all other applicable City, state and federal laws and regulations.

9. Termination of City Sponsorship.

The City reserves the right to terminate any sponsorship at any time if, in the City's sole discretion, continuation of the sponsorship is not in the best interests of the City.

10. Compliance with City's Ethics Policy.

All sponsorships under this policy shall be obtained in a manner consistent with the City's Ethics Code found in Lenexa City Code Article 1-6-H.

11. Reporting of Sponsorships.

All sponsorships under this policy shall be obtained in a manner consistent with the City's Ethics Code found in Lenexa City Code Article 1-6-H.

12. Consent to Use Sponsorships in City Photos.

By placing a sponsorship at a City event program, or on personal property, sponsor hereby consents to the City's appearance of that sponsorship in the use of photos taken at the program, event, or personal property.

13. Non-use of Names.

An approved sponsor shall not use the names and brands of the City unless otherwise permitted in writing by the City.

14. Delegation of Authority to City Administrator and Responsibility for Enforcement.

The City Administrator or designee is hereby authorized to develop additional forms, rules, applications, and procedures as necessary to effectuate the purposes of this Policy. The City Administrator shall be responsible to the Governing Body for the enforcement of this Policy.

15. Severability

If for any reason any section, subsection, sentence, portion or part of this Policy, or the application thereof to any person or circumstance, is declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Policy or other Governing Body Policies and the Lenexa City Code or other ordinances.

16. Definitions.

The following words when used in connection with this policy shall have the meanings respectively ascribed to them herein.

ADVERTISING: A private commercial message calling attention to a product, service, or need where the individual or entity has paid for the opportunity to make the message available to the public.

ADVERTISING SPACE: City owned property that is made available to private individuals or entities for advertising. Advertising Space is a nonpublic forum subject to regulation by the City.

CITY: The City of Lenexa, Kansas.

ENTITY: Any corporation, partnership, or other type of business organization acting under a legal charter having its own rights, privileges, and liabilities.

IN KIND PAYMENT: Full or partial payment of a sponsorship fee in goods or services, rather than cash, deemed by the City to be beneficial to the program, event, or personal property sponsored. The value of the goods or services provided in lieu of cash shall be measured by their fair market value. At the time of application for sponsorship, Sponsor shall document in writing the valuation of the goods or services to be provided.

SPONSOR: An individual or entity selected for sponsorship.

SPONSORSHIP: Display by a specific entity or individual of its logo, message or other form of recognition at a City event, program, or on personal property, in exchange for support, financial and/or in kind payment, of the City Event, program or personal property.