



Item No. 11.1.2
Halifax Regional Council
December 11, 2012

TO: Mayor Savage and Members of Halifax Regional Council

Original signed by 

SUBMITTED BY:

Richard Butts, Chief Administrative Officer

Original Signed by 

Mike Labrecque, Deputy Chief Administrative Officer

DATE: November 30, 2012

SUBJECT: Oval Sponsorship – Bell Media

ORIGIN

August 16, 2011 motion of Regional Council authorizing staff to negotiate key terms for naming rights and sponsorships for the Oval.

Expression of Interest #E11-096

RECOMMENDATION

It is recommended that Halifax Regional Council:

- 1) Approve the Bell Media media sponsorship of the Emera Oval as per the Terms and Conditions set out in Attachment A of this report;
- 2) Authorize staff to commence publicity of the media sponsorship as per the Terms and Conditions set out in Attachment A effective immediately; and
- 3) Authorize the Mayor and Municipal Clerk to execute any necessary agreements with Bell Media in accordance with the Terms and Conditions set out in Attachment A for its media sponsorship of the Emera Oval.

BACKGROUND

Halifax Regional Council approved sponsorship naming rights for the Oval and the Oval Plaza Entry sites with Emera (November 22, 2011) and with Molson Coors (December 6, 2011). Additionally, on October 30, 2012, Halifax Regional Council approved program sponsorship rights to Canadian Tire/Canadian Tire Jumpstart charities for Oval recreational programming and for recreational programming throughout HRM for children and youth of need.

DISCUSSION

Expression of Interest #E11-096 was publicly advertised on the Province of Nova Scotia Tenders website and closed on December 9, 2011. Three responses were received as follows:

- Bell Media
- Newcap Radio
- CBC

The expressions of interest were reviewed by Corporate Communications, Recreation and Procurement staff based on media demographic, robustness of the media offering, general exposure of the oval and its programming, and the overall in-kind value. Each of the parties was then interviewed by the same HRM staff.

Based on the review of the above noted considerations and the interview process, staff recommended that HRM enter into a media sponsorship agreement as per the Key Terms and Conditions in Attachment A with Bell Media with an in-kind value of \$147,822. On January 12, 2012 a CAO Award Report was approved for EOI E11-096 approving licensing of media sponsorship to Bell Media.

Bell Media's expression of interest provides the following in-kind sponsorship:

- Bell Media properties includes CTV, CTV2 (formerly ASN), C100FM, FM 101.3 (The Bounce), Bell Media driven social media via the web and Facebook.
- Ongoing 30-second promotions highlighting special events and activities, updated every Monday.
- Hosting at least one (1) family skate event
- A minimum of 8-10 minutes of TV remote content through the season
- Promotion of the New Year's Eve family event
- A monthly skate event titled "Skating under the Stars"
- Multiple promotional and live promotional announcements via radio
- Four (4) months of website exposure on radio websites
- Four (4) months of Facebook exposure on C100FM and the Bounce Facebook pages
- Inclusion in e-newsletter blasts to the radio listener base for Bell Media sponsored events.

Bell Media's expectations are:

- Exclusivity in both radio and TV sponsorship and promotion
- Limited signage opportunities

- A negotiable opportunity to host a limited number of functions
- Opportunities for cross-promotion with non-conflicting partners
- Opportunities for additional but limited signage when stations are on-site
- First right of refusal for sponsorships at same level.

BUDGET IMPLICATIONS

There are no implications if sponsorship agreement is approved. Alternative marketing funding will need to be resourced if agreement is rejected.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

COMMUNITY ENGAGEMENT

There was extensive community consultation on the Emera Oval design and programming components. Additional consultation was not undertaken specific to media sponsorship.

ENVIRONMENTAL IMPLICATIONS

None identified.

ALTERNATIVES

Council could instruct staff to negotiate media sponsorship with other interested parties. This alternative is not recommended.

Council could direct staff to undertake further negotiations for different key terms or values. There is a risk that partnership opportunities for this season could be lost.

ATTACHMENTS

Attachment A – HRM/Bell Media Key Terms & Considerations

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Denise A. Ryan, Marketing & Communications Advisor, 490-4355

Report Approved by: _____
Bruce DeBaie, Managing Director, Corporate Communications, 490-6787

Financial Approval by: _____
Greg Keefe, Director of Finance & Information Technology/CFO, 490-6308

Legal Approval by: _____
Marian Tyson, Q.C., Acting Director, Legal Services

Attachment "A"

KEY TERMS AND CONDITIONS:	
Term	To commence no later than opening day of the 2012/13 winter skating season and continue for the remainder of the 2012-13 winter skating season.
Renewal	Maximum of two (2) additional one (1) year terms upon mutual agreement of the parties.
Consideration	Bell Media to provide promotional media coverage of the Oval as substantially set out in Schedule A; this radio and television coverage provides an approximate value \$140,000 - \$150,000 based on Bell Media's current rate card.
Sponsorship Benefits	<p>HRM agrees to name Bell Media as the sole Official Media Sponsor of the Emera Oval, or other designation to be mutually agreed.</p> <p>HRM will not hire, actively retain or use any other radio and television media outlet(s) to promote the Oval or activities of HRM at the Oval during the Term or its renewal, except for potentially with regard to major sporting events held at the Oval that have their own media requirements beyond the control of HRM ("Major Events"). Subject to the foregoing, HRM covenants that it shall not grant any sponsorship rights with any other media outlet(s) having effect during the Term or its renewal.</p> <p>In the event of a Major Event, if, Bell Media, in its sole discretion, decides that such sponsors conflict with Bell Media's brand, then Bell Media shall have the right but not the obligation to remove its signage during the Major Event, at HRM's cost.</p> <p>Further, HRM agrees to provide Bell Media with certain signage to be physically placed and/or affixed at locations in and/or around the Oval with specifications and locations as substantially set out in Schedule "B" attached hereto. HRM will arrange and be wholly responsible for production of the signage. Bell Media agrees to pay for the production costs of such signage at an estimated cost of \$2000.00, with such payment to be made to HRM by Bell Media within 60-90 days of receipt of an invoice for such costs. The installation, repair and appropriate maintenance costs of the signage shall be the responsibility of HRM.</p> <p>Bell Media acknowledges that the Oval is located on the Halifax Common and as such is part of a public park that is open and accessible to the public. Bell Media further acknowledges and agrees that while HRM will not hire, actively retain or use any other media outlet(s) to promote the Oval or activities of HRM at the Oval during the Term or its renewal, HRM is under no obligation to limit access to or use of the Oval by any third parties, including other media outlets.</p> <p>Sponsorship benefits as substantially set out at Schedule C.</p>
Trademarks	Bell Media will grant to HRM the non-exclusive, non-transferrable, limited license during the Term to use and reproduce such trademarks as designated by Bell Media, as such trademarks may change from time to time in the sole discretion of Bell Media

	<p>(collectively, the “Bell Media Trademarks”) in promotion of the Oval and its programs, or in connection with the promotion of Bell Media as the sole Official Media Sponsor of the Oval, the use of which is subject to the prior express approval of Bell Media</p> <p>HRM will grant to Bell Media the non-exclusive, non-transferrable, limited license during the Term (subject to longer usage of in-show integrated HRM Trademarks in accordance with “Effect of Termination” below) to broadcast, use, and reproduce such trademarks as designated by HRM, as such trademarks may change from time to time in the sole discretion of HRM (collectively, the “HRM Trademarks”) in promotion of the Oval and its programs, or contemplated by the terms of the agreement, the use of which is subject to the prior express approval of HRM.</p> <p>In the event that either Party changes its respective trademarks from time to time during the Term, such Party shall be responsible for the cost associated with changing any applicable signage or print materials bearing such trademarks.</p>
Infringement by Others	<p>Each of the Parties shall immediately notify the other of any act or infringement or passing off involving the other Party’s designated trademarks or any variation or limitation thereof, of which such Party becomes aware, arising from or relating to the usage rights under this Agreement. Nothing in this Agreement shall obligate either Party to undertake any investigation on the other Party’s behalf in this regard. Each Party shall have the authority, but not the obligation, at its own expense, to prosecute such proceedings and take such steps as it deems necessary, acting reasonably, to restrain the improper or unauthorized use of its trademarks, or to settle any dispute with any third party at any time. Each of the Parties will agree to co-operate in good faith and assist the other in any proceeding instituted involving the other Party’s Trademarks.</p>
Program Delivery	<p>Bell Media acknowledges that HRM shall design and deliver all programming activities relating to the Oval facility, in its sole and absolute discretion.</p>
Termination by Bell Media	<p>Bell Media shall have the right to terminate this Agreement, effective immediately, if Bell Media’s brand image or reputation has been or is likely to be materially harmed by continuing to participate in the sponsorship.</p> <p>At the time of signing this Agreement, it is understood and agreed that naming rights have been granted to Emera Inc. and that the Oval shall be named and referred to as the “Emera Oval”. In the event that naming rights are granted to a different third party, Bell Media shall have the right, acting reasonably, to terminate this Agreement, effective as of the date of such name change, in its sole discretion.</p> <p>Bell Media shall have no further liability or obligation to HRM in the event of Bell Media termination in accordance with this section.</p>
Termination by Either Party	<p>Either Party may, on 6 months’ prior written notice to the other Party, elect to terminate this Agreement, which notice may be given at such Party’s sole discretion.</p> <p>Either Party shall also have the right to terminate this Agreement if the other Party commits a material breach of its obligations under this Agreement which is not cured within 10 business days following receipt of notice by the non-breaching Party of such material breach. Either Party shall also have the right to terminate this Agreement and the rights granted thereunder, without prejudice to the enforcement of any other legal</p>

	right or remedy, immediately upon giving written notice of such termination if the other Party is, becomes or is declared bankrupt, insolvent, generally unable to meet its obligations as they become due, or permanently ceases to carry on business.
Effect of Termination	Upon expiration or termination of this Agreement, for any reason whatsoever, the Parties shall immediately cease, and not anytime thereafter, use the other Party's trademarks, directly or indirectly, in any manner including, without limitation, on any promotional materials or merchandise and shall destroy any and all promotional materials and merchandise in its possession or otherwise bearing the other Party's trademarks. Except that HRM acknowledges that Bell Media has a license to broadcast any in-show integrations of the HRM Trademarks and other intellectual property approved by HRM in accordance with this Agreement which extends beyond the end of the Term and Bell Media shall be entitled to continue to use such HRM Trademarks and intellectual property as they has been approved and incorporated into the in-show integrations pursuant to this Agreement.
Additional Terms	Such other terms as are mutually agreed between the Parties and including, without limitation, such covenants, conditions, representations and warranties normally associated with a transaction of this nature.

SCHEDULE "A"

Media Coverage

1. Media coverage provided by Bell Media during each winter skating season during the Term will consist of:

- (a) weekly 30-second Oval update produced by CTV and shot in the CTV studio (the "**Oval Update**"), which will air on CTV and CTV Two in accordance with the media schedule to be provided separately (12 weeks);
- (b) C100 and 101.3 The Bounce ("**Radio**") will run the audio version of the Oval Update two (2) times per day (12 weeks);
- (c) news programs such as Live at 5 will cover the opening of the Oval *;
- (d) Live at 5 will cover significant, newsworthy events and stories associated with the Oval*;
- (e) CTV Morning Live will schedule two (2) visits to the Oval, each visit will consist of four (4) x two (2)-minute segments (total of 8-10 minutes of content) and may be supported by Radio with prior promotion on CTV Morning Live*;
- (f) promotion of the CTV-hosted CTV Family Skate including:
 - Television promo to air in accordance with media schedule to be provided separately;
 - Live at 5 coverage*;
 - potentially to be co-branded and cross-promoted with Radio; and
 - Bell Media will be HRM's exclusive media partner for this event;
- (g) social media components:
 - Radio websites will provide button with link back to Oval website;
 - reciprocal links will be included in Radio Facebook Fan Pages;
 - Oval to be included in a minimum of one (1) e-blast per month by Radio; and
 - Radio Facebook Fan Pages will post an official Oval album with opportunity for listeners to post pictures of themselves at the Oval;
- (h) Radio will run 21 x 30 second promotional announcements per station from Dec. 25 to Dec. 31 promoting the New Years Eve Family Event;
- (i) C100 will host three (3) C100 Skating Under the Stars Events (with month-long campaigns), for which Bell Media will be HRM's exclusive media partner, each including:

- 21 x 30-second produced promotional announcements on C100;
- 14 x 10-second live promotional announcements on C100;
- three (3) x 30-second live cut-ins on-site at the Oval;
- website exposure via badge and event page on C100 website “Event” section;
- Facebook exposure via 1 post/day;
- inclusion in at least one (1) e-blast; and

(j) 101.3 The Bounce will host three (3) Road Show on Ice Events (with month-long campaigns), for which Bell Media will be HRM’s exclusive media partner, each including:

- 21 x 30-second produced promotional announcements on 101.3 The Bounce;
- 14 x 10-second live promotional announcements on 101.3 The Bounce;
- three (3) x 30-second live cut-ins on-site at the Oval;
- website exposure via badge and event page on 101.3 The Bounce website “Event” section;
- Facebook exposure via 1 post/day;
- inclusion in at least one (1) e-blast; and

(k) Oval to be included in a minimum of one (1) e-blast per month by Radio.

*(Based on news of the day, schedule and availability of news resources.)

2. Bell Media will make efforts provide media coverage of the events referred to in Section 1 above if they are postponed or re-scheduled for weather-related reasons. For clarity, such replacement media coverage may not be identical or equivalent.
3. Scripts and audio that wrap the Oval Update and scripts for promotional content only will be submitted by Bell Media to HRM for approval. HRM will provide any comments in accordance with the workback schedule provided by Bell Media and Bell Media shall only be required to make 1 round of changes. Except as otherwise specifically set out herein, Bell Media retains creative control over all editorial and news content produced and aired and does not need to seek creative approval by HRM.
4. Bell Media shall submit a final report to HRM annually, within ten (10) days of the closing of the winter skating season on the Oval, of the total Coverage provided by Bell Media during the winter skating season and the value of such coverage.

SCHEDULE "B"

SIGNAGE SPECIFICATIONS AND LOCATION ASSIGNMENTS

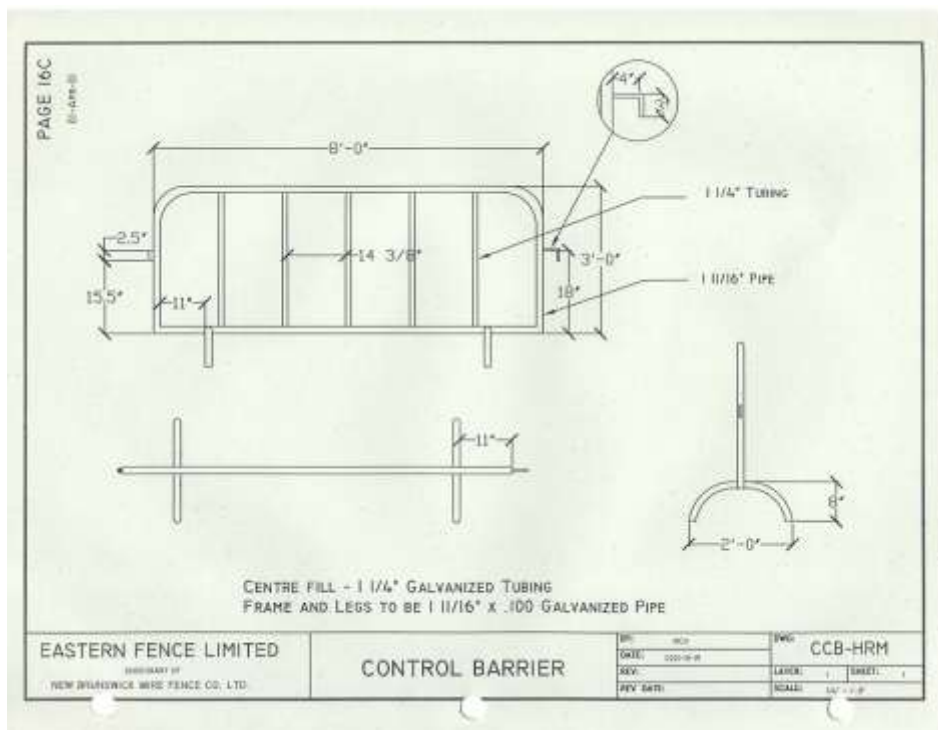
French Barricade Signage (Seasonal)

Five (5) Barricade Bell Media Signs (Ice side and Street side)

Event Stage Signage (Seasonal)

Two (2) Bell Media Signs (Size and location to be determined by HRM each season).

Note: Event staging is not a permanent feature for the Oval and only erected for special events.



SCHEDULE “C”
Sponsor Benefits

As the sole Official Media Sponsor of the Emera Oval, Bell Media will enjoy, subject to the rights of the public to access and use the Commons and the Oval, the following:

1. As official TV sponsor of the Oval, Bell Media will be:
 - (a) HRM will not sell advertising to any other party in the television category;
 - (b) signage opportunities at the Oval (the sizes and locations are set out in Schedule “B”);
 - (c) opportunities to partner with other non-conflicting partners for promotional opportunities to enhance the sponsorship;
 - (d) a negotiable number of opportunities for Bell Media to host guests at the Oval at no rental charge, but such use of the Oval will not exclude members of the general public;
 - (e) a first right of refusal for future sponsorships opportunities at the same level;
 - (f) right to display signage in addition to signage as set out in Schedule “B” (the size and locations to be agreed to by HRM in advance), during Bell Media hosted events and when TV stations are on site, provided such additional signage is removed immediately upon conclusion of such events; and
 - (g) once per skating season, on a date and time to be mutually agreed, Live at 5 will host a CTV Family Skate, at no rental charge to Bell Media, which will be accessible to the public. Bell Media will be HRM's exclusive media partner for this event.
2. As official radio partner of the Oval, C100 and 101.3 The Bounce will be:
 - (a) HRM will not sell advertising to any other party in the radio category;
 - (b) signage opportunities at the Oval (the sizes and locations are set out in Schedule “B”);
 - (c) opportunities to partner with other non-conflicting partners for promotional opportunities to enhance the sponsorship;
 - (d) a negotiable number of opportunities for Bell Media to host guests at the Oval at no rental charge, but such use of the Oval will not exclude members of the general public;
 - (e) first right of refusal for future sponsorships opportunities at the same level; and
 - (f) opportunity to display signage in addition to signage as set out in Schedule “B” (the size and locations to be agreed to by HRM in advance), during Bell Media hosted events and when the Radio stations are on site, provided such additional signage is removed immediately upon conclusion of such events.
3. Bell Media will receive prominent trademark/name recognition on all Oval-related printed materials as per other official/premier sponsors.

4. Bell Media shall have the right to use "Official Media Sponsor of the Emera Oval" or similar phrases as mutually agreed upon between the Parties and HRM will have the authority to grant the use of such designation in accordance with the Naming Rights Agreement.

Bell Media acknowledges that all events to be held at the Oval referred to above shall be accessible to the public.