



TO: GENERAL COMMITTEE

SUBJECT: NAMING RIGHTS AGREEMENT FOR FACILITY AT 555 BAYVIEW DRIVE (FORMER BARRIE MOLSON CENTRE)

WARD: ALL

PREPARED BY AND KEY CONTACT: C. PACKHAM, LEGAL COUNSEL, EXT. 4511

SUBMITTED BY: I. PETERS, DIRECTOR OF LEGAL SERVICES
R. JAMES-REID, EXECUTIVE DIRECTOR of ACCESS BARRIE

CHIEF ADMINISTRATIVE OFFICER APPROVAL: M. PROWSE, CHIEF ADMINISTRATIVE OFFICER

RECOMMENDED MOTION

1. That the Executive Director of Access Barrie be authorized to negotiate and finalize a Naming Rights Agreement between the City of Barrie ("City") and Paul Sadlon Motors Inc. ("Sadlon") for the facility located at 555 Bayview Drive (formerly known as the Barrie Molson Centre) ("Facility") consistent with the terms as substantially set out in Staff Report LGL010-19 and in a form satisfactory to the Director of Legal Services.
2. That the Mayor and City Clerk be authorized to execute a Naming Rights Agreement with Sadlon for the Facility (the "Agreement").

PURPOSE & BACKGROUND

3. The purpose of this Staff Report is to report to Council and to seek Council's approval to authorize the completion and execution of a naming rights agreement for the Facility with Sadlon, in accordance with Confidential Staff Report INV003-19.

ANALYSIS

4. The Agreement will enable the City and Sadlon to begin the process of rebranding City owned properties at the Facility, including the name of the Facility itself.
5. Once executed, the City shall begin to earn annual revenues for a ten year period associated with the granting of the naming rights to Sadlon.
6. The Agreement will establish the various rights, obligations and processes with respect to designing, installing and paying for the various naming rights and properties being granted pursuant to the Agreement.
7. Some of the following material terms and conditions will be included in the Agreement:
 - a) The term of the Agreement will be for a ten-year period, with a provision allowing for a mutually agreed upon extension for a further ten-year period at a future agreed upon price
 - b) Sadlon will pay the City an amount of One-Hundred and Seventy Thousand One-Hundred and Twenty-One Dollars (\$170,121.00) per year in annual installments each of the ten years of the term of the Agreement.

- c) Sadlon will be granted naming rights for all City owned interior and exterior signage or display at the Facility.
- d) The City and Sadlon shall co-ordinate and mutually agree to the design of Facility signage.
- e) The City will pay for design and installation of elevated and lit signage along the west side of the Facility (Bayview Drive).
- f) The City and Sadlon will share equally in the cost of updating other specific signage at the Facility, including refurbishing the existing "Marquee" sign on the corner of Mapleview Drive and Bayview Drive, as well as developing and installing a new sign on the north side of the Facility exhibiting the new name of the Facility.
- g) Name of Sadlon Arena in Centre Ice.
- h) Sadlon will be granted the exclusive use of one parking spot for personal use of a passenger vehicle at the Facility.
- i) Sadlon may, at its sole cost, hang flags with the agreed upon Facility Signage wordmark or Canadian flags on the light poles around the Facility as well as wrap poles at the east entrance, with the layout and design of the flags to be mutually agreed upon.
- j) Details of the City's obligations in regard to use of the new Facility name and Wordmark for events at the Facility.
- k) Sadlon will have the ability to use the Facility and parking lot for a total of eight days during each year of the term of the Agreement for community events.
- l) Any extension of this Agreement must be mutually agreed upon between Barrie and Sadlon no later than one (1) year prior to the expiry of the Term. Sadlon shall give notice in writing to Barrie of its interest to renew this Agreement. Should Barrie and Sadlon fail to reach mutual agreement to extend this Agreement, the naming rights shall terminate at the expiry of the Term.

ENVIRONMENTAL AND CLIMATE CHANGE IMPACT MATTERS

8. There are no environmental or climate change impact matters related to the recommendation.

ALTERNATIVES

9. The following alternative is available for consideration by General Committee:

Alternative #1 General Committee could choose not to authorize staff to finalize and arrange for the execution of the Agreement.

This alternative is not recommended as the Facility has operated without naming rights revenue for some time, and the recommended motion will enable to the City to begin collecting such revenue. The recommended motion is also in keeping with Council's previous direction regarding the naming rights for the Facility.



FINANCIAL

10. Sadlon will pay the City an amount of One-Hundred and Seventy Thousand One-Hundred and Twenty-One Dollars (\$170,121.00) per year in each of the ten years of the term of the Agreement.

LINKAGE TO 2018-2022 COUNCIL STRATEGIC PLAN

11. The recommendation included in this Staff Report support the following goals identified in the 2018-2022 City Council Strategic Plan:
- ☒ Responsible Spending