



December 13, 2022 Council Meeting

‘Closed Session Item’

(M-1)

Spray Lake Sawmills Centre - Naming **(Recreation, Parks and Community Support)**

This confidential closed session report is being released pursuant to the following resolution passed at the December 13, 2022 Council meeting:

MOVED by Councillor Kochan the proposed name for the Spray Lake Sawmills Family Sports Centre be approved as discussed in closed session and remain confidential until the public announcement is made by the Spray Lake Sawmills Recreation Park Society.

Portions of the closed session report have been redacted and will remain confidential in accordance with section 16 of the *Freedom of Information and Protection of Privacy Act*.

Please contact Legislative and Intergovernmental Services for more information at (403) 230-1401 or legislativeofficers@rockyview.ca



December 13, 2022 Council Meeting

‘Closed Session Item’

(M-1)

Spray Lake Sawmills Centre - Naming
(Recreation, Parks and Community Support)

“Dorian Wandzura”

Chief Administrative Officer

This is a confidential item.

One of the duties of Councillors under Section 153(e) of the *Municipal Government Act* is to keep in confidence matters discussed in private at a council or council committee meeting until discussed at a meeting held in public.

RECREATION, PARKS & COMMUNITY SUPPORT

TO: Council
DATE: December 13, 2022 **DIVISION:** 2 & 3
FILE: RVC2022-39 **APPLICATION:** N/A
SUBJECT: Closed Session: Spray Lake Sawmills Centre - Naming

POLICY DIRECTION:

Policy C-329, Recreation Facility Naming Rights Policy requires Council to approve recreation facility naming rights for County recreation facilities, and delegates Administration the authority to negotiate a Facility Naming Agreement with a Licensee and Naming Entity.

EXECUTIVE SUMMARY:

The Spray Lake Sawmills Recreation Park Society (Society) has embarked on securing a formalized agreement with Spray Lake Sawmills for the naming of the Recreation Centre. The Society has a long-standing relationship with Spray Lake Sawmills and are seeking to renew the naming rights for a term of five years.

The contract renewal between the Society and Spray Lake Sawmills proposed a new shortened name, "Spray Lake Sawmills Centre".

ADMINISTRATION RECOMMENDATION:

Administration recommends approval, in accordance with Option #1.

BACKGROUND:

Since the opening of the building, the Society has held a lease agreement with the County and Cochrane. Spray Lake Sawmills has also been a long-standing supporter and sponsor of the facility since its inception.

Shortening the name from Spray Lake Sawmills Family Sports Centre to Spray Lake Sawmills Centre allows more opportunity for the Society to promote the wide variety of offerings the facility has. The facility is not only a recreation centre, but also a community gathering for all to connect and expand on their views of health and wellness.

As identified in Policy C-329, Council directs Administration to work with the Society to negotiate a Naming Rights Agreement to ensure that the interests of the County are considered and that language within the document does not contradict any requirements outlined in the agreement between the Community Partner and the County. Spray Lake Sawmills is a reputable company and Administration reviewed the agreement and sees no evident issues with the naming of the facility from this organization. As per Policy C-329, Council must approve the recreation facility name.

Administration applauds both the Society and Spray Lake Sawmills for their philanthropic partnership.

BUDGET IMPLICATIONS:

There are no budget implications.

Administration Resources

Adriane Cairns, Recreation, Parks and Community Support



STRATEGIC OBJECTIVES:

Recognizing and supporting the Spray Lake Sawmills Centre’s new sponsorship agreement is in consort with Council’s strategic objectives of Expanding Community Service Delivery and Embracing Partnerships.

OPTIONS:

Option #1: THAT the proposed name for the Spray Lake Sawmills Family Sports Centre be approved as discussed in closed session and remain confidential until the public announcement is made by the Spray Lake Sawmills Recreation Park Society.

Option #2: THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

“Brock Beach”

“Dorian Wandzura”

Acting Executive Director
Community Services

Chief Administrative Officer

ATTACHMENTS:

ATTACHMENT ‘A’: Policy #C-329: Recreation Facility Naming Rights Policy

ATTACHMENT ‘B’: SLS Facility Naming Agreement



Recreation Facility Naming Rights Policy

Council Policy

Policy #C-329

Purpose

- 1 This policy governs Naming Rights Agreements for County Recreation Facilities.



Policy Statement

- 2 Rocky View County supports the sale of Naming Rights of Facilities as a means for Licensees to generate revenue to offset the capital costs associated with developing and operating Facilities.



Scope

- 3 This policy applies to:
 - (1) Community Partners with a License of Occupation to name/rename County owned facilities to pursue revenues needed for the financial sustainability of the facilities they develop and operate for public benefit; and
 - (2) Naming Rights only, with other forms of Sponsorship remaining under the authority and control of the Licensee.
- 4 This policy does not apply to:
 - (1) Non-recreation facilities (i.e. County Municipal Hall, fire halls, police stations, cemeteries, bridges, water treatment) and other sites determined by Council;
 - (2) Commemorative Naming and the process for naming or renaming County streets, trails, pathways, and Public Parks; or
 - (3) Community Partners operating Facilities under Lease.



Policy

- 5 **Roles and Responsibilities**
 - (1) Council:
 - (a) Approves recreation facility name; and delegates to Administration the authority to negotiate a Facility Naming Agreement with a Licensee and Naming Entity.



Recreation Facility Naming Rights Policy

- (b) Sets policy governing Naming Rights Agreements for County Recreation Facilities.
- (2) Administration:
 - (a) Negotiates Naming Rights Agreements according to this policy;
 - (b) Monitors and enforces the terms of all agreements; and
 - (c) Evaluates governing policy annually for effectiveness.
- 6 To be approved, a Naming Rights Agreement:**
 - (1) Conforms to all applicable federal and provincial statutes, as well as County agreements, bylaws, policies, and practices;
 - (2) Does not impair the County's or Licensee's ability to carry out its functions fully and impartially;
 - (3) Does not unduly detract from the character, integrity, aesthetic quality, or safety of the Facility or unreasonably interfere with its enjoyment and use;
 - (4) Does not result in any additional net costs to the County; and
 - (5) Does not result in, or be perceived to result in, any competitive advantage, benefit, or preferential treatment for the Naming Entity, outside of the Naming Rights Agreement.
- 7 Allocation of funds**
 - (1) All revenues generated by the sale of Naming Rights are directed by the Licensee to the capital costs of the property's proposed improvements.
 - (2) Subject to the Naming Rights Agreement, the funds generated may be applied to the Facility itself or designated for lifecycle and capital replacement use associated with the facility.
 - (3) Revenues generated through Naming Rights do not reduce the Licensee's eligibility for County grant programs.
- 8 Approval of Naming Rights Agreements**
 - (1) The County is not under any obligation to accept any Naming Rights proposal and may refuse proposals submitted by Licensees with third parties whose activities are incompatible with the County's goals, values, or mission.
 - (2) Naming Rights proposals are reviewed on an individual basis by Administration and Recreation Facility Names are put forward to Council with recommendations.



Recreation Facility Naming Rights Policy

References

Act(s)	• n/a
Regulation(s)	• n/a
Plans	• n/a
Related Policies, Bylaws, Directives	• Rocky View County Policy #C-314 “License of Occupation for County Lands”
Related Procedures	• n/a
Other	• n/a
Approval Date	• June 5, 2018
Replaces	• n/a
Lead Role	• Recreation & Community Services
Administrative Responsibility	• Recreation & Community Services
Last Review Date	• n/a
Next Review Date	• June 5, 2021

Definitions

9 In this policy:

- (1) “Administration” means the County Manager or a designate.
- (2) “Capital” means resourcing used to enhance infrastructure and can be recorded as an asset and/or depreciated under the organization’s financial statements.
- (3) “Commemorative Naming” means the naming of County property without return consideration, which is bestowed by the County to recognize the service, commitment, or other type of contribution by an individual, group, or organization.
- (4) “Community Partner” means an arms-length, not-for-profit organization that has a mandate to provide recreation services and programs and or established legal relationship to manage and care for County property; also known as a Licensee.
- (5) “Council” means the Council of Rocky View County.
- (6) “County” means Rocky View County.



Recreation Facility Naming Rights Policy

- (7) “Lease” means an agreement, which gives an exclusive right to use and occupation of land.
- (8) “License of Occupation” means an agreement that outlines the terms and conditions of use and nonexclusive occupation of County Lands.
- (9) “Licensee” means the party that has acquired the right to occupy and operate on the land pursuant to the terms contained within the License of Occupation.
- (10) “Naming Entity” means the entity i.e.: such as a corporation, Community organization, or individual to whom Naming Rights are granted pursuant to a Naming Rights Agreement.
- (11) “Naming Rights Agreement” means a mutually beneficial, contractual agreement for the exchange of naming rights between the County, Licensee and Naming Entity and organizations for a specified period of time; Refer to “Naming Entity”.
- (12) “Public Park” means development of public land specifically designed or reserved for the general public for active or passive recreational use and includes all natural and man- made landscaping, facilities, playing fields, buildings, and other structures that are consistent with the general purpose of public park land.
- (13) “Recreation Facility” means a location designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.
- (14) “Sponsorship” means a mutually beneficial business arrangement wherein an external party, whether for profit or otherwise, provides cash and/or in-kind services to the County in return for commercial advantage in the form of publicity, promotional consideration, merchandising opportunities, etc.

NAMING AGREEMENT

This Naming Agreement ("Agreement") is made effective as of November 1, 2022 ("Effective Date") by and between:

SPRAY LAKE SAWMILLS (1980) LTD.
("Spray Lake Sawmills")

-and-

**SPRAY LAKE SAWMILLS RECREATION PARK
SOCIETY**
("Society")

-and-

TOWN OF COCHRANE
("Cochrane")

-and-

ROCKYVIEW COUNTY
("County")

WHEREAS:

- A. The Society operates a sports and recreation facility located at 800 Griffin Road East, Cochrane, AB T4C 2B8 (the "Facility") for, and on behalf of Cochrane and the County;
- B. Spray Lake Sawmills wishes to contribute an annual amount of funding to the Society in exchange for the primary naming rights of the Facility, which funding is for the use and benefit of the Society in accordance with the terms and conditions of this Agreement
- C. The Society desires to accept such funding, subject to the terms and conditions set forth in this Agreement; and
- D. The Society, in granting the Naming (as defined below) to Spray Lake Sawmills, must obtain the approval of Cochrane and the County.

NOW THEREFORE based upon the foregoing recitals, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

- 1. **Funding.** Spray Lake Sawmills hereby pledges to the Society for the use and benefit of the Society, annual funding in the amount of [REDACTED] (the "Funding").
- 2. **Payment of the Funding.** The Funding will be paid to the Society in annual installments of [REDACTED] commencing with an initial payment on January 15, 2023 and continuing thereafter on or before the anniversary date of January 15 of each year throughout the term of the Agreement. Should Funding not be received by the Society by January 15 during the term of the Agreement, the Society is obligated to provide written notice to Spray Lake Sawmills of the late payment, and Spray

ATTACHMENT 'B': SLS Facility Naming Agreement

Lake Sawmills will have fifteen (15) business days from delivery of notice to remedy the late payment.

3. **Use of the Funding.** The Funding will be used by the Society for capital and/or operating expenditures.
4. **Naming.**
 - (a) In exchange for the Funding, the Society agrees that the Facility be named the "Spray Lake Sawmills Centre" ("Naming") and that Spray Lake Sawmills will have the primary naming rights for the Facility for the Term.
 - (b) In consideration for the Funding, the Society acknowledges and agrees that Spray Lake Sawmills shall have the exclusive primary naming rights for the Facility and that, for greater certainty, no other sponsor or third party shall have its name displayed on the exterior of the Facility. In addition, Spray Lake Sawmills will also be provided with a dedicated internal wall within the Facility to recognize Spray Lake Sawmills legacy and contribution to the community. The final form and appearance of the wall will be mutually agreed upon between Spray Lake Sawmills and the Society, outside of the scope of this Agreement.
 - (c) The Society shall be responsible for paying all costs and expenses associated with the preparation, production, installation, and maintenance of all Naming signage for the Facility (the "Signage") and for the internal legacy wall development. The Society shall maintain the Signage to ensure that it will appear new at all times.
 - (d) The Society shall ensure that Spray Lake Sawmills approves in writing all matters with respect to the Naming including, but not limited to, the content, location, and form of the Signage.
 - (e) The Society agrees that it will continue to make commercially reasonable efforts to identify the Facility in accordance with the Naming in all written and oral references to the Facility and with respect to any events scheduled to take place at the Facility. For greater certainty, the Society shall ensure that all references to the Facility use the full name "Spray Lake Sawmills Centre" or "SLS Centre".
 - (f) The Society will also continue to make commercially reasonable efforts to cause the media and other third parties (such as sports teams, service providers, advertisers, promoters, sponsors) to identify the Facility in accordance with the Naming.
 - (g) The Naming will be for a period of five (5) years, from November 1, 2022 to October 31, 2027 (the "Term").
5. **Right of Renewal.** The Society and Spray Lake Sawmills agree that, upon expiration of the Term:
 - (a) If Spray Lake Sawmills is not then in default under this Agreement; and
 - (b) The Naming has not otherwise been terminated pursuant to Section 6 hereof; then Spray Lake Sawmills shall have the option to extend the Term (the "Option") for an additional period of not less than five (5) years and not more than ten (10) years (the "Option Term") provided that Spray Lake Sawmills provides written notice exercising the Option Term not less than six (6) months prior to the expiration of the

Term. The parties shall negotiate in good faith, a commercially reasonable amount for the annual Funding for the Option Term. If the parties to this Agreement cannot come to an agreement for the Funding for any subsequent Option Term, then an arbitrator will be appointed to assist in determining the commercially reasonable amount of Funding.

- (c) Spray Lake Sawmills will make payment for any Option Term in equal annual instalments, the first being due upon the commencement of the Option Term.

6. **Termination of Naming.**

(a) In addition to any rights and remedies available at law, the Society may terminate this Agreement and all rights and benefits of Spray Lake Sawmills hereunder, including terminating the Naming in the event of any default in payment of the Fund as provided in this Agreement, subject to the provisions of Section 2.

(b) In addition to any rights and remedies available at law, Spray Lake Sawmills may terminate this Agreement in the event of any default by the Society as provided in this Agreement. Furthermore, Spray Lake Sawmills may terminate this Agreement if: (i) the Facility is transferred or conveyed by the Society to any third party; (ii) if the Facility is closed, deconstructed, destroyed or severely damaged, significantly renovated, modified or relocated; or (iii) if any other occurrence at the Facility is in Spray Lake Sawmills determination, in its sole and absolute discretion, detrimental to the image or reputation of Spray Lake Sawmills.

(c) In addition to any rights and remedies available at law, the Society, Cochrane and the County may terminate this Agreement and all rights and benefits of Spray Lake Sawmills hereunder, including terminating the Naming, if Spray Lake Sawmills admits to, or is found to be guilty at law, for any Criminal Code offence, that in the sole and absolute discretion of the Society's, Cochrane's and the County's collective determination, is detrimental to the image or reputation of the Facility.

(d) In the event of a termination pursuant to Sections 6(b) or 6(c), the Society shall use commercially reasonable efforts to remove the Signage at its earliest opportunity and the Society shall be responsible for paying all costs and expenses associated with the removal of such Signage.

7. **Publicity.** Subject to paragraph 4(c), for purposes of publicizing the Funding and the Naming, the Society will have the right, without charge, to photograph representatives of Spray Lake Sawmills and use the names, likenesses, and images of Spray Lake Sawmills in photographic, audio digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing the Society's development and business activities. Spray Lake Sawmills shall be entitled to use of any Media Materials without charge.

8. **Board Representation.** The Society acknowledges and agrees that Spray Lake Sawmills shall continue to be entitled to appoint one (1) representative to the Board of Directors of the Society.

9. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall

not be unreasonably withheld.

10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein and supersedes all prior oral and written agreement(s), if any, of the parties in respect hereto.
11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction.
12. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto as well as their successors and permitted assigns. For greater certainty, in the event that the Society is wound-up, dissolved or the Facility otherwise returns to the control of Cochrane and/or the County, Cochrane and the County hereby acknowledge and agree that they shall be bound by the terms of this Agreement.
13. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
14. **Amendments.** This Agreement may not be altered or amended. except by an instrument in writing executed by all parties.
15. **Preamble Incorporation.** The parties hereby confirm and ratify the matters contained and referred to in the preamble to this Agreement and agree that same are expressly incorporated in this Agreement.
16. **No Waiver.** No consent or waiver, express or implied, by any party to or of any breach or default by any party in the performance by such other party of his obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party. Failure on the part of any party to complain of any act or failure to act of another party or to declare such other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of his rights hereunder.
17. **Headings.** The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit, or enlarge the scope of meaning of this Agreement or any provision hereof.
18. **Cochrane and County Approval.** This Agreement and the Naming provided for herein are subject to the approval by Cochrane and the County and Spray Lake Sawmills and the Society acknowledge and agree that this Agreement will not be effective unless and until approved by Cochrane and the County.
19. **Counterparts.** This Agreement may be executed in counterparts and delivered electronically or portable document format (PDF), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
20. **Further Assurances.** Each of the parties, upon the request of any other party, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.

ATTACHMENT 'B': SLS Facility Naming Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the Effective Date.

SPRAY LAKE SAWMILLS (1980) LTD.


**SPRAY LAKE SAWMILLS RECREATION
PARK SOCIETY**

Arnold Fiselier, Chief Executive Officer

Name, Title

Erin Wagner, Chief Executive Officer

Name, Title

Signature 

Erin Wagner

Signature

November 08, 2022

Date

October 25, 2022

Date

Pat Findlater, Chief Financial Officer

Name, Title

Steve Lappin, Board Chair and President

Name, Title

P. Findlater

Signature

Steve Lappin

Signature

November 8, 2022

Date

October 25, 2022

Date