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February 15, 2000

To: The Board of Governors of Exhibition Place

From: Dianne Young  
General Manager & CEO

Subject: Second Memorandum of Understanding with 2008 Toronto Olympic Bid Corporation ("TO-Bid")

**Recommendation:**

**It is recommended that the Board enter into the Second Memorandum of Understanding ("Second MOU") with TO-Bid substantially on the terms and conditions attached to this report as Appendix "A" and such other terms as requested by the General Manager and City Solicitor.**

**Background:**

At its meeting of February 29, 2000, City Council approved of TO-Bid's application to have the City selected by the International Olympic Committee (IOC) as the host city for the 2008 Olympic and Paralympic Games. At its meeting of May, 2000, the Board approved of entering into a initial Memorandum of Understanding (the "First MOU") with TO-Bid.

**Discussion:**

As part of the TO-Bid Candidature Proposal to the IOC in June 2000, TO-Bid was required to produce evidence that it had met with all the owners and managers of venues that are proposed to be included within the 2008 Olympics and the owners/managers are willing to enter into future negotiations with TO-Bid for use of the venue lands. Accordingly, Mr. Temple W. Harris, Director – Venues and Training Facilities, TO-Bid requested and the Board approved of entering into the First MOU with TO-Bid.

The intent and substance of the First MOU was simply to agree to negotiate a further detailed MOU dealing with all major issues such as legal, physical, technical, logistical, environmental, access, financial, security, design (both interior and exterior) of the expanded facilities, staging of construction, business loss and any other related issues. In

addition, the First MOU recognized the continued right of the Board to enter into agreements with third parties with respect to the grounds and required TO-Bid to accommodate and resolve such third party rights.

Since June, 2000, the TO-Bid has submitted its Bid Book to the IOC and continues to refine the programming details. As indicated on previous occasions, Exhibition Place will be one of the three major "Olympic Rings" for the 2008 Olympics. As reported previously, the venue/sports to be located at Exhibition Place include the following:

- (a) National Trade Centre (including expansion space): badminton, fencing, gymnastics, table tennis, handball, wrestling; taekwondo; volleyball; boccia;
- (b) Better Living Centre: training area;
- (c) Exhibition Place Grounds: Olympic Plaza, part of triathlon, site of temporary modern pentathlon;
- (d) Horse Palace: stables for modern pentathlon.

The venues to be held at Exhibition Place that have changed from that included within the First MOU are as follows:

- (a) The temporary training pool is replaced by a permanent aquatic centre;
- (b) Use will be made of the bleachers and water lot south of the Lake Shore Blvd. as part of the triathlon site;
- (c) The Queen Elizabeth Hall is proposed to be used as ancillary space for the velodrome.
- (d) The tennis venue will not be located at Exhibition Place.

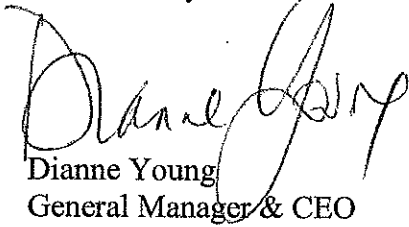
Mr. Harris met recently with Exhibition Place and CNE staff and provided as much detail as is presently available on the venues proposed and more importantly on the proposed new venues. At present, the site drawings of these proposed structures are only at the preliminary stage although staff will be working closely with Mr. Harris and Bregman & Hamman (architects) and PCL (design build) to incorporate into any building design the future post-Games needs of the Board and CNE.

The proposed dates for the Olympics are July 26 to August 10<sup>th</sup>, a 10-day change period followed by the Paralympic Games from August 21<sup>st</sup> to September 1<sup>st</sup>. However, exclusive use of the grounds by TO-Bid has been extended in this Second MOU from June 10, 2008 to September 8, 2008. Of course the major impact of these "exclusive use" dates is that they eliminate the possibility of holding the annual CNE or the Molson Indy in the time periods that have always been used by these two major events. Again, as indicated previously, there are major issues to be negotiated with respect to the displacement of the CNE and Molson Indy and other third party interests and the requirement to negotiate with the Board/CNEA is included within the Second MOU. However, it may be premature to start these negotiations until after the final announcement by the IOC in July 2001.

**Conclusion:**

This report recommends approval of the Second MOU between the Board and TO-Bid as outlined in Attachment "A".

Submitted by:



Dianne Young  
General Manager & CEO

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APPENDIX "A"

February \_\_\_\_\_, 2001

**SECOND MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**OLYMPICS 2008 – TORONTO**

(hereinafter jointly called "TO-Bid")

**OF THE FIRST PART**

-and-

**THE BOARD OF GOVERNORS OF EXHIBITION PLACE**

( hereinafter called the "Board")

**OF THE SECOND PART**

concerning

- The National Trade Centre**
- Proposed expansion of the National Trade Centre**
- The Grounds and Property**
- Better Living Centre**
- Proposed Velodrome**
- Proposed Aquatics Centre – pool**
- Stables in the Horse Palace**
- Temporary Stadium for Modern Pentathlon**
- Queen Elizabeth Building**
- Bleachers and Water Lot (South of Lakeshore Blvd.)**

(hereinafter called the "Venues")

1. **Purpose** – The purpose of this Second Memorandum of Understanding (the "Second MOU") is to confirm that TO-Bid has identified the Venues located within Exhibition Place as proposed facilities to be used with respect to the 2008 Olympic Games and Paralympic Games (together referred to as the "Games"). This

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Second MOU supersedes and replaces the Memorandum of Understanding between TO-Bid and the Board dated June 13th, 2000.

2. **TO-Bid/OCOG** – The Board acknowledges that, while this Second MOU is being signed between the Board and TO-Bid, should the Games be awarded to Toronto, another entity (known as the “Organizing Committee for the Olympic Games” or “OCOG”) will become involved in this matter and will, to the extent it considers appropriate, take an assignment of TO-Bid’s interest, rights and obligations in this Second MOU, and any future arrangements between TO-Bid and the Board. TO-Bid acknowledges that the interest, rights and obligations of the Board under this Second MOU may be assigned to the City of Toronto or any entity which becomes responsible for the management of Exhibition Place or any or all of the venues, prior to the holding of the Games.

3. **Schedules** – Attached to this Second MOU as Schedule “A” and incorporated as part of this Second MOU are copies of the proposed Master Site Plan for Exhibition Place and proposed Individual Venue Plans.

4. **Dates** – The dates for the Olympic Games have been tentatively set by the International Olympic Committee (the “IOC”) as July 26<sup>th</sup> to August 10<sup>th</sup> 2008, with a ten (10) day change over period followed by the Paralympic Games from August 21<sup>st</sup> to September 1<sup>st</sup>, 2008 (the “Dates”).

5. **Sports** – The Olympic and Paralympic (P) sports scheduled for the Venues are:

Badminton	NTC
Boccia (P)	BLB
Fencing	NTC
Equestrian (P)	Equestrian Stadium
Gymnastics	NTC
Goalball (P)	NTC
Rugby (P)	NTC
Table Tennis (O&P)	NTC
Judo (P)	NTC
Tae Kwon Do	NTC
Volleyball (O&P)	NTC
Wrestling	Velodrome
Handball	Coliseum
Basketball (P)	Coliseum
Cycling – track (O&P)	Velodrome
Aquatics	Pool
Modern Pentathlon	NTC & Equestrian Stadium
Triathlon	road courses on grounds and water course – Lake Ontario

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6. **Dates and Access** – TO-Bid requires the exclusive use of the entire Venues area for the period June 10<sup>th</sup>, 2008 until September 8<sup>th</sup>, 2008. These dates shall include the set up phase, the actual running and operations of the Games and the take down phase.
7. **Advertising** – The Board agrees that during the period referred to in section 6 above, the Board will prohibit advertising or promotion of any kind inside and outside the Venue unless such advertising and promotion has received the prior written approval of the IOC and OCOG.
8. **Test Event** – A test event (the “Test Event”) will be run in the Venues at a time and using such Venues as may be negotiated by the Board and TO-Bid, acting reasonably, such arrangements to be concluded at least one (1) year prior to the commencement of the Test Event, which shall be between eighteen (18) months and six (6) months before the commencement of the Games, but shall not unless otherwise agree to by the parties, take place during the period of the 2007 CNE. The Board will cooperate with OCOG and the International Sports Federations designated by the IOC with respect to the holding of the Test Event. It is anticipated that the Test Event will emulate the Games to the extent reasonably possible.
9. **Parking and Access** – The Board recognizes that parking and access may be restricted during the Test Event and the Games as a result of transportation, security and logistical necessities and the parties agree that they shall work cooperatively to minimize the impact of such restrictions on any affected third parties.
10. **Condition of Venues** – The Board agrees that the Venues, including all concessions, will be maintained in a clean and safe manner to normal Exhibition Place standards during the Test Event and the Games, and the Board will require any of its contractors to comply with this obligation. The Board agrees that TO-Bid may require the Board to maintain the Venues and concessions to a standard higher than normal, provided that any additional cost incurred by the Board shall be at the sole expense of TO-Bid or OCOG.
11. **Rates** – The Board agrees that it will provide the Venues for the Test Event and the Games at rental and service rates which are equivalent to year 2000 “best client rates” subject to annual increases based upon compounded annual increases in the Consumer Price Index applicable to the location of the Venues. The Board will provide TO-Bid with a budget estimate for the usage of the entire proposed Venues area during the designated dates. It is understood that this estimate is for budget purposes only and will be subject to review and further negotiation by TO-Bid and/or OCOG and the Board, all acting reasonably. The budget estimate will be submitted to TO-Bid sixty (60) days following receipt by the Board of the details of usage of the proposed Venues.
12. **Staffing/Volunteers** – The Board acknowledges that OCOG staff and Games volunteers will work in cooperation with key Board personnel in the operation of the Venues during the Test Event and the Games and that OCOG staff may manage all or part of the Test Event or the Games’ events held at the Venues, provided that OCOG

shall abide by the provisions of any agreement between the Board or the City of Toronto and any union or trade organization having jurisdiction over any of the work to be done by OCOG at the Venues.

13. **Concessions** – The Board agrees that all elements of its facilities, including all concession facilities, will be made available for full use during the Games, and that OCOG will be entitled to operate such concession facilities in co-operation with the Board and, if applicable, its concessions operator(s) on reasonable terms to be negotiated in good faith by the parties. In this context, the Board agrees that contractual arrangements made with its concession operator(s) shall provide for an acknowledgement of the terms and conditions set out herein. With regard, to the Test Event(s) the Board and OCOG will negotiate the provisions of concession facilities under a separate agreement.

14. **National/International Meetings** – The Board acknowledges that it will be prohibited from hosting a national or international sporting meeting or sporting event of any kind during the period from July 19<sup>th</sup>, 2008 to September 8<sup>th</sup>, 2008, inclusive.

15. **Retrofitting/upgrading/temporary/new construction** – The Venues will undergo a degree of retrofit/upgrade/temporary/new construction to accommodate the designated sports. In this regard, TO-Bid and by extension, OCOG agree to work with the Board in identifying, approving, scheduling and staging of construction of the necessary retrofit/upgrade/new construction/take down requirements (both interior and exterior design) to accommodate trade and consumer show and other related issues including the post-Games needs of the Board. All retrofitting/upgrading/new construction/take down costs will be at the sole expense of OCOG, or as negotiated between the parties, acting reasonably.

16. **Recognition of the CNE** – TO-Bid recognizes that the Canadian National Exhibition Association (“CNEA”) has a right pursuant to an agreement with the Board to hold an annual exhibition at Exhibition Place including within the Venues and recognizes that such annual exhibition has traditionally been held during the three weeks commencing August 18<sup>th</sup> of each year. All negotiations between the board and TO-Bid shall include the CNEA to specifically accommodate and resolve any rights of the CNEA specifically as it relates to the retrofitting/upgrading/new construction/take down of Venues used by the CNEA (the “CNEA Venues”) or portions thereof, prior to 2008 and the financial effect of the 2008 Games on the CNEA Venues.

17. **Recognition of Long Term Leases** – TO-Bid, on behalf of itself and any assignees of TO-Bid’s interest under this Second MOU, acknowledges and agrees that the Board may, by agreement, lease or license or otherwise, have granted to third parties certain rights to occupy and use certain portions of the venues, or part thereof. All negotiations between the Board and TO-Bid shall specifically include any affected third parties as required by the Board to specifically accommodate and resolve any third party rights, including accommodation of trade/consumer shows and event licensees with the

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Venues. Such negotiations shall specifically include, as appropriate, the following long term tenants or licensees:

- Medieval Times
- Coliseum Entertainment Corp
- Omni Outdoor and Company
- Eller Media Company Canada
- Mediacom Advertising Inc.
- Canada's Sports Hall of Fame
- Liberty Entertainment Group
- Molstar Inc.

18. Future Long Term Commitments – The Board agrees that any grant to any third party, by agreement, lease or license or otherwise of rights to use certain portions of the Venues, or parts thereof, during the years 2006 to 2008 which is given after the date of execution of the Second MOU shall contain the proviso that such rights are subject to the construction and use of the Venues for the Games. TO-Bid nevertheless acknowledges and agrees that all reasonable attempts to accommodate such third party rights shall be made so as to minimize as much as possible the disruption caused to any such third party as a result of the construction and use of the Venues for the Games.

19. Cultural and Public Space Programming – The Board acknowledges that the Games shall involve extensive cultural programming and that some of this programming may be located at the Venues.

20. Security – The Board acknowledges and agrees that security requirements may necessitate security operations being undertaken at the Venues during the Test Event and the Games and as early as the commencement of any construction at the Venues in preparation for the Test Events or the Games. TO-Bid agrees to take all reasonable action to ensure that any security arrangements accommodate such third parties rights shall be made so as to minimize as much as possible the disruption caused to trade and consumer shows and other events and long-term third party lessees at Exhibition Place. Such security arrangements, including staffing and surveillance equipment as required, shall be provided by the Board or TO-Bid, as may be agreed, at the sole cost of TO-Bid or OCOG.

21. Environmental – The Board acknowledges that the holding of “environmentally responsible” Games will be a priority for the IOC and OCOG and



agrees to cooperate in all reasonable efforts to achieve that goal, provided that any additional costs incurred by the Board shall be the sole responsibility of TO-Bid or OCOG.

22. **General** - The Board recognizes the role of Exhibition Place as a potential Venue for the Games and confirms its willingness to proceed in accordance with the preceding and TO-Bid and the Board commit to working together to bring the Games to Toronto.

IN WITNESS WHEREOF each of the parties has caused this agreement to be executed as of the date set out above by its duly authorized representatives.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

OLYMPICS 2008 - TORONTO

By: \_\_\_\_\_

By: \_\_\_\_\_

I/We have the authority to bind the organization.

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

By: \_\_\_\_\_  
Dianne E. Young  
General Manager and CEO

By: \_\_\_\_\_  
Fatima Scagnol  
Corporate Secretary