



Exhibition Place

Item No. 11

April 8, 2015

ACTION REQUIRED

To: The Board of Governors of Exhibition Place

From: Dianne Young,
Chief Executive Officer

Subject: **Agreement with CNEA on Amendment
to Mould Procedure in the Food Building**

Summary:

This report recommends an agreement between the Board and the CNEA with respect to the approval and application of a Mould Procedure to follow in the Food Building which outlines specific actions and responsibilities of each of the parties.

Recommendation:

It is recommended that the Board enter into agreement with the CNEA on the terms and conditions set out in Appendix A relating to the adoption of an amended Mould Procedure for the Food Building.

Financial Impact:

There are no financial implications this report as expenditures are within the approved Operating Budget.

Decision History:

The Exhibition Place 2004 to 2016 Strategic Plan had a Financial Goal to *effectively monitor costs and revenues* and as a strategy to support this Goal *we will seek review and revise financial and organizational systems to strengthen controls and process.*

Issue Background:

Following the incidence of mould within the Food Building that occurred in 2013, the Board and the CNEA worked together to draft mutually agreeable procedures to prevent the occurrence of mould in the future.

Comments:

The draft procedures developed by the Exhibition Place and CNEA staff were put in place in 2014 and as a result there was no incidence of mould found in the Food Building. Given the effectiveness of the Procedure, and the substantial costs that may occur if mould is found in the Food Building, the parties believe it is important to confirm the Mould Procedure as part of the licence agreement for use of the Food Building required under the Master Agreement.

The terms and conditions of the proposed amendment set out in Appendix A attached have been drafted by legal counsel for the City/Board and the CNEA and have been agreed to by Board and CNEA staff as has the Mould Procedure, dated April 8, 2015.

Contract:

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Director of Operations

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AGREEMENT TO AMEND FOOD BUILDING STORAGE PROCEDURE

THIS AGREEMENT made as of the _____ day of April, 2015

B E T W E E N:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE
(the "Board")

- and -

CANADIAN NATIONAL EXHIBITION ASSOCIATION
(the "CNEA")

WHEREAS:

- A. The Board and the CNEA are parties to a License Agreement dated July 2, 2013 (the "License Agreement") attached as Schedule "B" to a Master Agreement dated July 2, 2013 between the CNEA, the Board and the City of Toronto (the "Master Agreement");
- B. Section 18A.(1)(ii) of the License Agreement requires all Food Building Concessionaires to comply with the Food Building Storage Procedure attached as Appendix "B-5" to the License Agreement (the "Food Building Storage Procedure"), as amended from time to time by agreement of the parties; and
- C. As a result of issues with mould contamination of the Food Building which arose in 2013, the CNEA and the Board have agreed to amend the Food Building Storage Procedure to provide for additional procedures to prevent and/or remediate future mould contamination.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Any capitalized word or term not otherwise defined herein shall have the meaning given to it in the Master Agreement.
- 2. Effective as of the date of this Agreement, the document entitled "Exhibition Place Mould Procedure" attached as Attachment 1 to this Agreement (the "Mould Procedures") shall be added to and deemed to form part of the Food Building Storage Procedure.
- 3. In the event of any conflict or inconsistency between the provisions of the Mould Procedures and the original provisions of the Food Building Storage Procedure, the provisions of the Mould Procedures shall take precedence. In the event of any conflict or inconsistency between the provisions of the Mould Procedures and the remaining terms of the Master Agreement (including the License Agreement), the terms of the Master Agreement shall take precedence.
- 4. The costs associated with undertaking the procedures outlined in the Mould Procedures shall be paid by the party with the responsibility for execution of the procedures, unless otherwise specified in the Mould Procedures. Each party shall bear its own costs in respect of conducting regular inspections, closing or opening inspections or exercising "viewing privileges" which are the responsibility or right of that party whether done jointly or individually.
- 5. The Board and the CNEA agree to comply with the Mould Procedures, as amended from time to time by written agreement of the parties, during the Term.
- 6. For certainty, except as modified by this Agreement, the Master Agreement (including the License Agreement) shall remain unchanged.