

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/18/2022

Contract/Lease Control #: C18-2654-TDD

Procurement#: RFP TDD 49-17

Contract/Lease Type: CONTRACT

Award To/Lessee: ARAMARK SPORTS & ENTERTAINMENT SERVICES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/03/2018

Expiration Date: 01/02/2024

Description of: FOOD & BEVERAGE SERVICES FOR THE ECCC

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C18-2654-T00 Tracking Number: 4533-22  
Procurement/Contractor/Lessee Name: Aramark Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: 2nd amendment renewal  
Date/Term: 1-2-2024 1.  GREATER THAN \$100,000  
Department #: 1173R - 347515 2.  GREATER THAN \$50,000  
Account #: 347516 3.  \$50,000 OR LESS  
Amount: 366717  
Department: T00 Dept. Monitor Name: adams

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 3-3-2022  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: NO Federal funds Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator Suzanne Ulloa

**Risk Management Review**

Approved as written: see email attached Date: 3-3-2022  
Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see email attached Date: 3-28-2022  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Kristina LoFria  
**Sent:** Thursday, March 3, 2022 12:52 PM  
**To:** DeRita Mason  
**Subject:** RE: Aramark Amendment 2

DeRita,

Good afternoon, this is approved by Risk. No insurance element.

*Kristy LoFria*

Okaloosa County BCC-Risk Management  
Public Records & Contract Specialist  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



*For all things Wellness please visit:*  
<http://www.myokaloosa.com/wellness>

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, March 3, 2022 11:56 AM  
**To:** Kristina LoFria <[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)>  
**Subject:** FW: Aramark Amendment 2

Please review and approve.  
Thank you,

DeRita Mason

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Monday, March 28, 2022 8:36 AM  
**To:** DeRita Mason  
**Subject:** Re: C18-2654-TDD amendment

This is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Tuesday, March 22, 2022 7:47:15 AM  
**To:** Lynn Hoshihara  
**Subject:** RE: C18-2654-TDD amendment

Sure can, see attached.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

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**From:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Sent:** Monday, March 21, 2022 8:05 AM

**SECOND AMENDMENT TO AGREEMENT FOR FOOD AND BEVERAGE/CATERING SERVICES**

**OKALOOSA COUNTY CONTRACT # C18-2654-TDD**

THIS SECOND AMENDMENT TO AGREEMENT (this "Amendment") is dated as of this 16<sup>th</sup> day of August, 2022, between Okaloosa County, Florida, a political subdivision of the State of Florida ("County") and Aramark Sports and Entertainment Services, LLC, a Delaware limited liability company ("Contractor"). County and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties".

**BACKGROUND**

A. County and Contractor entered into that certain Agreement for Food and Beverage/Catering Services at the Emerald Coast Convention Center dated December 5, 2017 (the "Existing Agreement") pursuant to which, among other things, Contractor agreed to provide certain food and beverage services to County relating to the public event facility formerly known as the Emerald Coast Convention Center (the "ECCC"), and currently known as the Destin-Fort Walton Beach Convention Center (the "DFWBCC"), located in Fort Walton Beach, Florida, as more particularly described in the Existing Agreement.

B. County and Contractor desire to amend the Existing Agreement to extend the term of the Existing Agreement for an additional twelve months to compensate for facility closure and event capacity restrictions as a result of Covid-19, as more particularly described herein. The Existing Agreement as amended by this Amendment is collectively referred to as the "Agreement".

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, County and Contractor agree as follows:

1. **Background Section/Defined Terms.** The preceding Background section is hereby incorporated by reference as if fully set forth herein. All capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Existing Agreement.

2. **Extension of Term.** As set forth in Section 7.1 of the Existing Agreement, the Existing Agreement has an effective date of January 3, 2018 and an initial term of three (3) years with a scheduled expiration date of January 2, 2021, subject to options of the Parties to further extend the term for up to an additional two (2) years. The Parties previously agreed to exercise such extension options and extend the term of the Agreement by two (2) additional years through January 2, 2023.

**CONTRACT #:** C18-2654-TDD  
**ARAMARK SPORTS & ENTERTAINMENT SERVICES, LLC.**  
**FOOD & BEVERAGE SERVICES FOR THE ECCC**  
**EXPIRES: 01/02/2024**

The parties hereby agree to further extend the Agreement for an additional twelve months beyond the five-year term provided for in the Existing Agreement, subject to the rights of earlier termination as set forth in the Existing Agreement. The purpose of this extension is to compensate the Contractor for business lost during a fourteen month time period when the Destin-Fort Walton Beach Convention Center was either closed or capacity restrictions were in place due to Covid-19 pandemic. Accordingly, the Parties hereby agree that pursuant to the terms hereof, the scheduled expiration of the Agreement is January 2, 2024.

3. **Extension of Investment Contribution.** As set forth in Exhibit B of the Existing Agreement, the Contractor shall contribute an annual investment of \$60,000 to the County during the initial term and each year the term is extended. The maximum investment shall be \$300,000 if the term of the Agreement is extended for all 5 years.

The parties hereby agree the annual investment of \$60,000 shall apply to the annual contract extension provided for herein, and the maximum investment shall be \$360,000 based on the extended contract term of 6 years.

4. **Miscellaneous.**

a. **Prior Investments.** Notwithstanding anything to the contrary set forth herein, the termination payments and buyback protection provisions (and the remedies in connection therewith) set forth in the Existing Agreement with regard to any prior grants or investments shall continue in full force and effect and shall be unmodified by this Amendment.

b. **Ratification.** This Amendment supplements and amends the Existing Agreement, but only to the extent expressly set forth herein. All other terms, provisions, representations, warranties and covenants of the Existing Agreement are hereby confirmed, ratified and remain in full force and effect by and among the Parties hereto, including without limitation, the terms of Exhibit B to the Existing Agreement which provide for the annual investment of \$60,000 per year by Contractor for the term of the Agreement as extended by this Amendment.

c. **No Conflicts/Authority.** Each Party has all requisite power and authority to execute and deliver, and to perform its obligations under, the Agreement (including, but not limited to, this Amendment).

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be signed by their duly authorized representatives the day and year first above written.

**Contractor:**


**Aramark Sports and Entertainment Services, LLC**

DocuSigned by:  
William J Manion  
A37247938149480  
By: \_\_\_\_\_  
Name: Bill Manion  
Title: Vice President  
Date: 4/5/2022

**County:**

**Board of County Commissioners of Okaloosa County, Florida**

By: Mel Ponder  
Name: Mel Ponder  
Title: Chairman  
Date: August 16, 2022



**ATTEST:**

By: for J.D. Peacock II  
J.D. Peacock II, Clerk of Circuit Court



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/23/2020

Contract/Lease Control #: C18-2654-TDD

Procurement#: RFP TDD 49-17

Contract/Lease Type: CONTRACT

Award To/Lessee: ARAMARK SPORTS & ENTERTAINMENT SERVICES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/03/2018

Expiration Date: 01/02/2023

Description of: FOOD & BEVERAGE SERVICES FOR THE ECCC

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS







**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C18-2654-TPO Tracking Number: 444520  
Procurement/Contractor/Lessee Name: Argonne Grant Funded: YES \_\_\_ NO X  
Purpose: 1st amendment  
Date/Term: 1-2-2023  
Department #: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Amount: 000  
Department: TPO Dept. Monitor Name: Adams

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
White m Date: 6-11-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no federal Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 6-12-2020  
\_\_\_\_\_ Edith Gibson or Karen Donaldson  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 6-15-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Department funding confirmed:  
\_\_\_\_\_  
Date: \_\_\_\_\_

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Friday, June 12, 2020 9:49 AM  
**To:** DeRita Mason  
**Subject:** RE: Aramark amendment 1

DeRita

This is approved by risk management for insurance purposes.

Thank you

*Karen Donaldson*

Karen Donaldson  
Claims Examiner  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, June 11, 2020 1:30 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: Aramark amendment 1

Please review and approve the attached.

DeRita Mason

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, June 16, 2020 8:17 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** RE: Aramark amendment 1

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
P.A.  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, June 11, 2020 2:30 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** FW: Aramark amendment 1

Please review and approve the attached.

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

**FIRST AMENDMENT TO AGREEMENT FOR FOOD AND BEVERAGE/CATERING SERVICES**

**OKALOOSA COUNTY CONTRACT # C18-2654-TDD**

THIS FIRST AMENDMENT TO AGREEMENT (this "Amendment") is dated as of this 21 day of July, 2020, between Okaloosa County, Florida, a political subdivision of the State of Florida ("County") and Aramark Sports and Entertainment Services, LLC, a Delaware limited liability company ("Contractor"). County and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties".

**BACKGROUND**

A. County and Contractor entered into that certain Agreement for Food and Beverage/Catering Services at the Emerald Coast Convention Center dated December 5, 2017 (the "Existing Agreement") pursuant to which, among other things, Contractor agreed to provide certain food and beverage services to County relating to the public event facility formerly known as the Emerald Coast Convention Center (the "ECCC"), and currently known as the Destin-Fort Walton Beach Convention Center (the "DFWBCC"), located in Fort Walton Beach, Florida, as more particularly described in the Existing Agreement.

B. County and Contractor desire to amend the Existing Agreement to, among other things, exercise the extension options contemplated in Section 7.1 therein to extend the term of the Existing Agreement, as more particularly described herein. The Existing Agreement as amended by this Amendment is collectively referred to as the "Agreement".

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, County and Contractor agree as follows:

1. **Background Section/Defined Terms.** The preceding Background section is hereby incorporated by reference as if fully set forth herein. All capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Existing Agreement.

2. **Extension of Term.** As set forth in Section 7.1 of the Existing Agreement, the Existing Agreement has an effective date of January 3, 2018 and an initial term of three (3) years with a scheduled expiration date of January 2, 2021, subject to options of the Parties to further extend the term for up to an additional two (2) years. The Parties hereby agree to exercise such extension options and extend the term of the Agreement by two (2) additional years, subject to the rights of earlier termination as set forth in the Existing Agreement. Accordingly, the Parties hereby agree that pursuant to the terms hereof, the scheduled expiration of the Agreement is January 2, 2023.

3. **Miscellaneous.**

a. **Prior Investments.** Notwithstanding anything to the contrary set forth herein, the termination payments and buyback protection provisions (and the remedies in connection therewith) set forth in the Existing Agreement with regard to any prior grants or investments shall continue in full force and effect and shall be unmodified by this Amendment.

b. **Ratification.** This Amendment supplements and amends the Existing Agreement, but only to the extent expressly set forth herein. All other terms, provisions, representations, warranties and covenants of the Existing Agreement are hereby confirmed, ratified and remain in full force and effect by and among the Parties hereto, including without limitation, the terms of Exhibit B to the Existing Agreement which provide for the annual investment of \$60,000 per year by Contractor for the term of the Agreement as extended by this Amendment.

c. **No Conflicts/Authority.** Each Party has all requisite power and authority to execute and deliver, and to perform its obligations under, the Agreement (including, but not limited to, this Amendment).

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be signed by their duly authorized representatives the day and year first above written.

**Contractor:**

**Aramark Sports and Entertainment Services, LLC**

By: *William J. Manion*  
Name: William J Manion  
Title: AVP Finance -Sports & Entertainment  
Date: 7/06/2020

**County:**

**Board of County Commissioners of Okaloosa County, Florida**

By: *[Signature]*  
Name: Robert A. "Trey" Goodwin III  
Title: Chairman  
Date: JUL 21 2020



ATTEST:  
By: *[Signature]*  
J.D. Peacock II, Clerk of Circuit



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/7/2017

Contract/Lease Control #: C18-2654-TDD

Procurement #: RFP TDD 49-17

Contract/Lease Type: CONTRACT

Award To/Lessee: ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 1/3/2018

Expiration Date: 1/2/2021

Description of Contract/Lease: FOOD & BEVERAGE SERVICES FOR THE ECCC

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office







**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

|  |                                   |  |   |
|--|-----------------------------------|--|---|
| Named Insured <b>Aramark Services, Inc.</b>                                    |                                   |  | Endorsement Number<br><b>13</b>                   |
| Policy Symbol<br><b>HDO</b>  | Policy Number<br><b>G71571087</b> | Policy Period<br><b>10/1/2019 TO 10/1/2020</b> | Effective Date of Endorsement<br><b>10/1/2019</b> |
| Issued By (Name of Insurance Company)<br><b>ACE American Insurance Company</b> |                                   |  |   |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SCHEDULE

**Name of Person or Organization**

1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability insurance; or

2) Any person, organization or entity designated as an additional Insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured's operations or work performed by the Named Insured or others acting on the Named Insured's behalf, or premises owned, managed or controlled by or rented to the Named Insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder or any of such endorsement(s).

**RECEIVED**  
**SEP 25 2018**  
**BY: PURCH**

**PRODUCER**  
Willis of Pennsylvania, Inc.  
c/o 26 Century Blvd  
P.O. Box 305191  
Nashville, TN 372305191 USA

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378  
**E-MAIL ADDRESS:** certificates@willis.com

**INSURED**  
Aramark Sports & Entertainment Services, LLC  
Aramark Services, Inc. Its Divisions & Subsidiaries  
Aramark Tower  
1101 Market Street, 30th Fl.  
Philadelphia, PA 19107 USA

| INSURER(S) AFFORDING COVERAGE |  | NAIC # |
|-------------------------------|--|--------|
| INSURER A:                    | ACE American Insurance Company             | 22667  |
| INSURER B:                    | Indemnity Insurance Company of North Ameri | 43575  |
| INSURER C:                    |  |        |
| INSURER D:                    |  |        |
| INSURER E:                    |  |        |
| INSURER F:                    |  |        |

**COVERAGES**                      **CERTIFICATE NUMBER:** W7531369                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR     | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|--------------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A            | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Liquor Liability<br><input checked="" type="checkbox"/> Vendors Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           | Y        | HDO G71208527 | 10/01/2018              | 10/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ Unlimited<br>PRODUCTS - COMP/OP AGG \$ Unlimited<br>\$ |
| A            | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           | Y        | ISA H25268076 | 10/01/2018              | 10/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|              | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| B            | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | WLR C65227113 | 10/01/2018              | 10/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| C18-2654-TOP |   |           |          |               |                         |                         |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General Liability and Auto Liability policies are noncancellable. Workers Compensation notice of cancellation is in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability. Self-Insured for Auto Physical Damage.

Re: Emerald Coast Convention Center. Okaloosa County is included as Additional Insured per policy terms & conditions. The above policies are primary coverage and not contributing to any other insurance coverage.

### CERTIFICATE HOLDER

### CANCELLATION

Okaloosa County  
602-C N. Pearl Street  
Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
AUTHORIZED REPRESENTATIVE  
*Michael M. [Signature]*

**AGREEMENT BETWEEN  
ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC, AND  
OKALOOSA COUNTY, FLORIDA FOR FOOD AND BEVERAGE/CATERING  
SERVICES AT THE EMERALD COAST CONVENTION CENTER**

This Agreement made and entered into this 5<sup>th</sup> day of December, 2017, by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County") and ARAMARK Sports and Entertainment Services, LLC (the "Contractor") for the provision of food and beverage/catering services at the Emerald Coast Convention Center (the "ECCC") as more particularly set forth herein.

**WITNESSETH:**

**WHEREAS**, the COUNTY has determined that the provision of food and beverage/catering service at the ECCC has aided in increasing tourism and improving the overall economy of Okaloosa County; and

**WHEREAS**, the COUNTY has concluded that the services of a professional food and beverage/catering company are needed to continue to support the established successful program; and

**WHEREAS**, the Board of County Commissioners, through a selection process conducted in accordance with the requirements of law and County policy, has selected CONTRACTOR as the professional agency for the aforementioned purpose; and

**WHEREAS**, the CONTRACTOR has professional staff available to perform these functions and provide the services required under this Agreement; and

**WHEREAS**, the COUNTY seeks to engage the CONTRACTOR for the purposes of providing these services.

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

**ARTICLE I: RECITALS**

1.1 The above recitals are incorporated as essential terms of this Agreement.

**ARTICLE II: SCOPE OF SERVICES**

2.1 The CONTRACTOR shall be the exclusive provider of food and beverage/catering services at the ECCC in accordance with the terms and conditions of the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

2.2 The CONTRACTOR shall provide a mutually agreeable qualified representative(s) for services set forth in this Agreement. The qualified representative(s) shall be available to the COUNTY at all times as necessary for the proper performance of this Agreement by the CONTRACTOR.

### **ARTICLE III:           COMPENSATION AND INVOICES**

- 3.1 Compensation under this Agreement shall be as set forth in EXHIBIT B attached hereto and incorporated by reference.
- 3.2 **TASK ORDER PROCESS.** All additional services, outside the Scope of Services specifically set forth in EXHIBIT A, performed under this Agreement shall be pursuant to the written task order procedures of the County's Purchasing Manual and TDD Operations & Procedures Manual. Each Task Order shall contain a detailed scope of services, an estimated not-to-exceed cost and an authorization to proceed with executing the activities set forth in the Task Order. Once a fully authorized Task Order has been issued to the CONTRACTOR, they may proceed with the provision of such services and, upon submittal of proper documentation, will be entitled to payment or reimbursement as set forth in the Task Order.
- 3.3 It is mutually agreed and understood that payments to the CONTRACTOR for approved expenditures shall be made only upon submission to the COUNTY of itemized copies or original invoices. All statements or invoices for fees for services rendered submitted by the CONTRACTOR to the COUNTY shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, was properly authorized and that the correct amount has been charged. Invoices submitted by the CONTRACTOR for services performed under this Agreement shall be itemized such that the description of services performed is consistent with the description included in the scope of services attached hereto as EXHIBIT A.
- 3.4 No invoice will be processed without the executed task order or contract/lease payment approval form approved by the respective County official(s). No invoice will be approved unless a copy of the actual invoice from the vendor accompanies the invoice reflecting the acquisition of goods/services.
- 3.5 No advancement of funds will be issued unless specifically approved by the Board of County Commissioners.
- 3.6 COUNTY shall pay to CONTRACTOR all charges for services rendered to COUNTY or on COUNTY's behalf within thirty (30) days of COUNTY's receipt of CONTRACTOR's invoice for same. In the event a portion of an invoice submitted to the COUNTY for payment to the CONTRACTOR, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute. In the event non-disputed amounts are not paid within sixty (60) days of COUNTY's receipt of CONTRACTOR's invoice, CONTRACTOR may deduct such non-disputed amounts from payments otherwise payable to COUNTY.

### **ARTICLE IV:           KEY PERFORMANCE INDICATORS**

- 4.1 It is mutually agreed that the CONTRACTOR shall maintain the highest standards related to food and beverage/catering service and customer service. As such, the following key performance indicators ("KPI") will be used, and may be modified upon mutual review and written approval of the KPIs between CONTRACTOR, as represented by the General Manager, and COUNTY, as represented by the Tourist Development Department Director. A

contract amendment shall not be required to modify KPIs.

- a. Results of ECCC Client Survey – a five-point scale is used for six elements of food and beverage/catering services. A quarterly average of the responses will be computed and CONTRACTOR shall be fined \$1,000 per quarter if the quarterly average of all elements is 3 or less. Quarters are defined as Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec.

| <u>Scale</u> | <u>Elements</u>                           |
|--------------|---|
| 5-Very Good  | Pre-Event Coordination of Food & Beverage |
| 4-Good       | Food Presentation                         |
| 3-Average    | Quality of Food                           |
| 2-Poor       | Wait Staff Professionalism                |
| 1-Very Poor  | Wait Staff Efficiency                     |
|              | Value for Money                           |

- b. One Business Day Sales Response Time – CONTRACTOR’S Catering Sales Manager is expected to maintain a one business day response time to clients via email or telephone. It will be notated when a client makes ECCC staff aware of a lack of communication from CONTRACTOR’S Catering Sales Manager. Such complaints will be brought to the Aramark General Manager's attention. If a greater than one business day response time occurs more than three times per quarter, the COUNTY will require CONTRACTOR’S Catering Sales Manager to be onsite Monday - Friday from 8:00a to 5:00p and/or request a new Catering Sales Manager.

4.2 CONTRACTOR’S failure to maintain satisfactory quarterly client survey results and/or one business day sales response time for two (2) consecutive quarters may be considered a material breach of contract.

4.3 CONTRACTOR must be provided at least 24-hours’ notice by the ECCC when there is a scheduled site visit that may involve food and beverage components.

#### **ARTICLE V: INDEPENDENT CONTRACTOR**

5.1 It is mutually agreed that the CONTRACTOR is and shall remain an independent contractor and is not an employee or agent of the COUNTY.

5.2 COUNTY NON-LIABILITY. The CONTRACTOR agrees to exercise its best judgment in providing the services set forth in this Agreement. However, nothing contained herein shall be deemed to obligate the COUNTY to indemnify the CONTRACTOR against any loss or damage which the CONTRACTOR may incur as a result of any claim, suit or proceeding made or brought against the CONTRACTOR based upon any advertising or publicity prepared by the CONTRACTOR for the COUNTY.

#### **ARTICLE VI: PURCHASES AND PAYMENTS**

6.1 All purchases made by the CONTRACTOR on behalf of the COUNTY shall be made in accordance with the COUNTY’S Purchasing Manual. A copy of the Purchasing Manual has been provided to the CONTRACTOR and its terms are incorporated herein by reference as an essential part of this Agreement.

- 6.2 All purchases made by the CONTRACTOR on behalf of the COUNTY will be charged at cost with no markup.
- 6.3 The CONTRACTOR has established business relationships with vendors, suppliers, etc. ("Providers"), that have been selected based on competitive process. These relationships have allowed the CONTRACTOR to obtain volume discounts for its operations nationally. The CONTRACTOR may purchase goods from such Providers on behalf of the COUNTY, so long as the CONTRACTOR certifies that it has previously competitively bid the procurement of such goods. The prior competitive process for the selection of these Providers shall be deemed to satisfy the competitive bid process of the County's Purchasing Manual.
- 6.4 If COUNTY develops new relationships with Providers, CONTRACTOR shall make best efforts to utilize these new Providers to the extent the new Providers offer the products or services at the same quality and price of CONTRACTOR's current Providers.

#### **ARTICLE VII: TERM OF AGREEMENT**

- 7.1 The initial term of this Agreement shall be for three (3) years effective January 3, 2018. The parties may mutually agree to a total of two (2) one-year extensions beyond this initial term. Such extension of this Agreement shall be in writing executed and approved by both the COUNTY and the CONTRACTOR.
- 7.2 Termination Without Cause. Either party may terminate this Agreement without cause by giving ninety (90) days' written notice to the other party of its intent to terminate.
- 7.3 Termination With Cause. This Agreement may be terminated by either party if there is a material breach of this Agreement by the other party which is not cured within twenty (20) days after the receipt of written notice of the breach. Upon the giving of written notice and the failure to cure, this Agreement shall be terminated automatically at the end of the cure period.
- 7.4 The rights, duties and responsibilities of the CONTRACTOR shall continue in full force during the period of notice of termination set forth herein, regardless if for cause or without cause.
- 7.5 In the event this Agreement is terminated without cause by either party prior to the full amortization of the Investment Funds, the COUNTY will reimburse CONTRACTOR an amount equal to the then unamortized balance of the Investment Funds (the "Termination Payment"). The Termination Payment shall be paid to CONTRACTOR not later than the effective date of the termination. COUNTY's payment of the Termination Payment shall be a precondition to the effective termination of this Agreement by the COUNTY.
- 7.6 In the event this Agreement is terminated with cause by COUNTY, CONTRACTOR shall forfeit the Termination Payment. Any uncancellable contract made with the COUNTY's authorization and still existing at termination shall be assigned to, and assumed by, the COUNTY (or its designee). Costs due and payable will be based on all invoices received; all signed agreements at close of date stated on letter of notification and all contracts that CONTRACTOR has entered into with suppliers on behalf of the COUNTY. This amount will then be reconciled with all progress payments made prior to cancellation. However, CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other



economic loss arising out of or resulting from the termination.

**ARTICLE VIII: FINDINGS PROPRIETARY**

8.1 Any reports, information, data, etc., given to, prepared or assembled for or by either party under this Agreement shall not be made available to any individual or organization without the prior written approval of the other party. Nothing contained in this Agreement shall be construed to prohibit the release of information pursuant to the requirements of law relating to public records.

**ARTICLE IX: CONTRACTOR REQUIREMENTS AND CERTIFICATIONS**

9.1 The CONTRACTOR certifies that it will not attempt in any manner to improperly influence any specifications, to be restrictive in any respect, nor attempt in any way to improperly influence any purchasing of services or commodities by the COUNTY.

9.2 The CONTRACTOR hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

9.3 The CONTRACTOR certifies that it has received and reviewed the COUNTY's Purchasing Manual and Tourist Development Operations and Procedures Manual, and agrees to conform to the requirements of these policies. A violation of any COUNTY policy relating to the purchasing of services or the administration of this Agreement as required by the COUNTY policies shall be deemed a material breach of this Agreement.

9.4 The CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of executing this Agreement. Any inaccuracies in wage rates shall be absorbed by the CONTRACTOR. CONTRACTOR represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

9.5 In connection with the services to be performed under this Agreement, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**ARTICLE X: AVAILABILITY OF CONTRACTOR RECORDS**

10.1 The CONTRACTOR shall maintain records, books, documents, passwords, papers, inspection reports and financial information pertaining to work performed under this Agreement. The COUNTY upon reasonable request and notice, shall have, during regular business hours, access to and the right to review and obtain copies of any and all inspection reports, Gross Receipts (as defined below) statements, information and reports. The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall, upon reasonable request and notice, until expiration of one (1) year after final payment under this Agreement have access to, during regular business hours, and the right to examine any and all inspection reports, Gross Receipt statements, information and reports generated pursuant to the services provided by CONTRACTOR pursuant to this Agreement. In the event that such audit is in progress at the expiration of the aforementioned one (1) year period, access to and

right to examine will continue until completion of such audit.

**10.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

Subject to all federal and state laws, rule and/or regulations, CONTRACTOR shall comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**ARTICLE XI: GENERAL INSURANCE REQUIREMENTS**

11.1 The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer.

11.2 All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.

11.3 The COUNTY shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the COUNTY reserves the right to reasonably change these insurance requirements with sixty (60) days' notice to the CONTRACTOR.

11.4 Insurance requirements itemized in this Agreement, and required of the CONTRACTOR, shall be provided on behalf of all subcontractors to cover their operations performed under this



Agreement. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- 11.5 The designation of CONTRACTOR shall include any subcontractor or subsidiary company which is involved and is a part of the contract and such, if any subcontractor or subsidiary company involved in the project must carry Workers' Compensation coverage.
- 11.6 CONTRACTOR agrees to give notice to the COUNTY in writing, of any cancellation of any insurance policies required herein. Such notice will be given within 5 days of CONTRACTOR's receipt of cancellation.
- 11.7 All insurance contracts, except the Workers' Compensation shall list the COUNTY as an Additional Insured. CONTRACTOR shall provide the COUNTY current Certificates of Insurance for all policies at least ten (10) days before commencing work.

## **ARTICLE XII: WORKERS' COMPENSATION**

- 12.1 The CONTRACTOR shall secure and maintain during the term of this Agreement Workers' Compensation insurance for all employees employed by CONTRACTOR at the ECCC, including supervision, administration and management personnel. In case any services under this Agreement are sublet with the approval of the COUNTY, the CONTRACTOR shall require the subcontractor to provide Workers' Compensation insurance for all its employees. Evidence of such insurance shall be furnished to the COUNTY not less than ten (10) days prior to the commencement of any and all subcontracted work.
- 12.2 Such insurance shall comply with the Florida Workers' Compensation Law.
- 12.3 Coverage shall include a waiver or subrogation clause in favor of the COUNTY. Also, this endorsement must be indicated on all Certificates of Insurance.
- 12.4 The COUNTY is not liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the CONTRACTOR during the period of this Agreement. The CONTRACTOR shall procure, pay for, and maintain Workers' Compensation insurance as required by law. The CONTRACTOR is solely responsible for any claims made by its employees under the Fair Labor Standards Act.

## **ARTICLE XIII: BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY**

- 13.1 The CONTRACTOR shall maintain Business Automobile Liability insurance coverage throughout the term of this Agreement and any extension hereto. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.
- 13.2 The CONTRACTOR shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. Such coverage shall include both On and Off Premises Operations, Contractual Liability, and Board Form Property Damage.
- 13.3 Commercial General Liability coverage shall be endorsed to include the following:

- a. On and Off Premises Operation Liability
- b. Occurrence Bodily Injury and Property Damage Liability
- c. Independent Contractor Liability
- d. Completed Operations and Products Liability

13.4 The CONTRACTOR shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two (2) years following acceptance of the project by the COUNTY.

13.5 All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated below, the CONTRACTOR shall notify the COUNTY representative in writing. The CONTRACTOR shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the limits specified below.

13.6 LIMITS OF LIABILITY. The insurance required shall be written for not less than the following limits unless law requires higher amounts:

|   |                             |
|---|-----------------------------|
| Workers Compensation  |                             |
| State   | Statutory                   |
| Employers Liability   | \$1 million each accident   |
| Business Automobile<br>(Combined Single Limit)                    | \$1 million each occurrence |
| Commercial General Liability Insurance<br>(Combined Single Limit) | \$1 million each occurrence |
| Personal Injury and Advertising<br>(Combined Single Limit)        | \$250,000 each occurrence   |

13.7 The CONTRACTOR agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the CONTRACTOR's knowledge, the Okaloosa County Risk Management Officer shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the CONTRACTOR becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days of such verbal notification.

**ARTICLE XIV: CERTIFICATE OF INSURANCE**

14.1 All insurance shall include the interest of all entities names in and its respective agents, subcontractors, representatives and employees of each and all other interests as may be reasonably required by the COUNTY as Additional Insured. The coverage afforded the Additional Insureds under this policy shall be primary insurance with respect to claims arising

from CONTRACTOR's negligence and/or intentional misconduct. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

- 14.2 Certificates of insurance, in duplicate, evidencing all required coverage must be submitted to and approved by the COUNTY prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County  
5479A Old Bethel Road  
Crestview, Florida 32536

- 14.3 The certificate, if on a Standard Accord, shall not include language such as "if any" or but failure to mail such notice shall impose on obligation or liability of any kind upon the COUNTY, its agents or representatives.

- 14.4 All certificates shall be subject to the COUNTY's approval of adequacy of protection and the satisfactory character of the Insurer.

- 14.5 All deductibles or self-insured retentions ("SIRs"), whether approved by the COUNTY or not, shall be the full responsibility of the CONTRACTOR. In particular, the CONTRACTOR shall afford full coverage as specified herein to entities listed as Additional Insureds. In no way will the entities listed as Additional Insureds be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from the COUNTY will only be provided upon demonstration that the CONTRACTOR has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

- 14.6 In the event of failure of the CONTRACTOR to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the COUNTY shall, upon providing CONTRACTOR five (5) days' written notice, have the right (but not the obligation) to take out and maintain insurance on behalf of the CONTRACTOR for services performed under this Agreement. All costs for such coverage shall be paid by CONTRACTOR upon presentation of an invoice or bill.

- 14.7 Any type of insurance or increase of limits of liability not described above which the CONTRACTOR required for its own protection or on account of statute shall be its own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving the CONTRACTOR of any responsibility under this Agreement. Should the CONTRACTOR engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor. The CONTRACTOR hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the CONTRACTOR under all the foregoing policies of insurance.

#### **ARTICLE XV: INDEMNIFICATION AND HOLD HARMLESS**

- 15.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless

COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

**ARTICLE XVI: AMENDMENT**

16.1 This Agreement may be amended, in writing, by the mutual consent of the parties.

**ARTICLE XVII: ENTIRE AGREEMENT**

17.1 This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein and supersedes all prior written or oral negotiations, commitments or writings. The CONTRACTOR's RFP response is incorporated by reference as part of this Agreement. To the extent that there are any inconsistencies between the terms contained in this Agreement and the provisions of CONTRACTOR's response to the RFP, then the terms of this Agreement shall control. All future modifications to this Agreement shall be in writing signed by both parties.

**ARTICLE XVIII: ATTORNEYS FEES**

18.1 If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and costs.

**ARTICLE XIX: GOVERNING LAW AND VENUE**

19.1 This Agreement shall be interpreted in accordance with the laws of the State of Florida. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

**ARTICLE XX: LIMITATION OF DAMAGES; NON-RECOURSE**

20.1 In no event shall either party be liable to the other for consequential, incidental, indirect, punitive or special damages, including, without limitation, loss of profit, business, reputation or goodwill, even if such party has been advised, knew, or should have known of the likelihood or possibility of such damages occurring. Accordingly, neither party shall be entitled to seek, claim, or collect damages in excess of the actual and direct damages actually incurred or sustained by such party pursuant to this Agreement. In the enforcement of its rights and remedies under this Agreement, each of the parties hereto agrees that it shall not seek, enter or enforce any personal judgment against any stockholder, member, general or limited partner, director, officer, employee or principal, disclosed or undisclosed, of the other party or any of the other party's affiliates (or any of their respective successors and assigns) and shall look only to the assets of the other party and its successors and assigns.

**ARTICLE XXI: FEDERAL REQUIREMENTS**

21.1 During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in Exhibit C. Exhibit C is expressly incorporated herein as part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

*Mark Adams*

Mark Adams, Vice President & CFO

Date: 11/28/2017

Witnesses:

*Shannon L Crosby*

Signature

Shannon L Crosby

Print Name

*Devise M. Bolc*

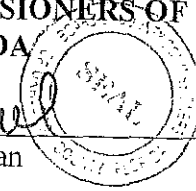
Signature

DEVISE M BOLC

Print Name

BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA

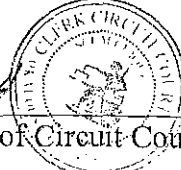
By: *Carolyn N. Ketchel*  
Carolyn N. Ketchel, Chairman



Dated: 5 Dec 17

ATTEST:

By: *J.D. Peacock II*  
J.D. Peacock II, Clerk of Circuit Court



**EXHIBIT A**  
**SCOPE OF SERVICES AND COMPENSATION**

The scope of services under this Agreement shall include, but not be limited to, provisions of staff, product, menu variety, preparation, service and clean-up of food preparation and all areas used by CONTRACTOR in providing the food and beverage services. This service shall be provided with the majority of the preparation using the existing kitchen facility at the ECCC. The parties hereby acknowledge and agree that the foregoing cleaning obligations are limited to busing of tables (including any non-food and beverage service items), removal of linens, food and beverage waste and equipment from areas utilized during an event, function, meeting etc. wherein CONTRACTOR will be providing services, but shall not include vacuuming of carpets, removal of chairs and tables or removal of waste not generated by CONTRACTOR's food and beverage services (e.g., trash from show exhibitors, such as pamphlets, hand-outs, advertisements, etc.). It shall be the joint responsibility of the COUNTY and CONTRACTOR managers on duty to ensure the facility is to the standards as set forth in this Agreement, and the facility is left in the proper condition at the close of the event.

**PERMITS, LICENSES AND CERTIFICATIONS**

The CONTRACTOR shall obtain, at its own expense, all licenses, permits and certifications necessary to provide the services described in this Agreement.

**COUNTY'S RESPONSIBILITIES**

The COUNTY will be responsible for the following:

- Provide the kitchen space and food preparation, serving and clean up equipment. All such equipment will remain the property of the COUNTY. No modifications or alterations may be made to this equipment without the written approval of the COUNTY. In conjunction with the COUNTY, CONTRACTOR shall maintain all equipment and small wares in a good repair, including maintenance or repair necessitated by ordinary use.
- Provide CONTRACTOR with office, administrative and warehouse spaces sufficient for CONTRACTOR to provide the food and beverage services as required by this Agreement.
- Allow CONTRACTOR to use un-rented rooms at the ECCC, at no charge to CONTRACTOR, for staging to aid CONTRACTOR in providing the food and beverage services as required by this Agreement. Permission to use un-rented rooms is at the sole discretion of the COUNTY and for the exclusive benefit of CONTRACTOR. CONTRACTOR is solely responsible for securing staged food and beverage. At no time shall clients or patrons of an ECCC event be allowed access to un-rented room space.
- Act as a conduit with the client base, providing food and beverage information and collateral (i.e. menu), contracts, contact information and operational scheduling, along with arranging client and contractor meetings as necessary.
- Payment of electricity, gas and water.

- COUNTY shall be responsible for the setup and tear-down of all tables and chairs, except rolling tables used by CONTRACTOR for food and beverage service.
- The COUNTY shall engage exterminators to control vermin and pests as is necessary or required by law. Such extermination shall be supplied in all areas where food is prepared, dispensed or stored. CONTRACTOR shall make available to the COUNTY all areas under their direct control to enable the exterminator to carry out the said service. CONTRACTOR shall supply a manager to supervise the exterminator when in the areas where food is prepared, dispensed or stores.
- **SELECTION OF VENDORS/SUPPLIERS:** The COUNTY reserves the sole right to grant advertising and sponsorship exclusivity from time to time for food and beverage supplies consumed in ECCC. CONTRACTOR shall not execute any supplier contracts for supplies at ECCC. Pursuant to the said exclusivity granting rights, the COUNTY reserves the final right to specify any or all of CONTRACTOR'S product sources of supply; provided however, CONTRACTOR shall, in its sole discretion, select the vendors of the supply sources and shall not be obligated to use sources of supply whose level of quality, services and/or prices are not competitive with the marketplace, which marketplace includes both local and national suppliers/vendors from whom CONTRACTOR obtains supplies and products. It is the intent of the COUNTY to be able to receive the full benefit of the exclusive outlet rights for food and beverage products; provided, competitive levels of quality, services and/or prices are maintained.

### **CONTRACTOR'S RESPONSIBILITIES**

CONTRACTOR shall be responsible for all aspects of the food service operation, including, but not limited to, the following:

- CONTRACTOR shall assign a qualified staff person to answer questions relating to the food service operation from prospective users of ECCC.
- Receiving all food, merchandise, supplies, and food equipment at ECCC food receiving area, and then moving these items to kitchen and storage in ECCC.
- Moving supplies and equipment from storerooms in ECCC to areas where such supplies and equipment are required for food and beverage preparation and service functions. The loading dock will be shared by CONTRACTOR, the COUNTY and any other entity with prior approval of the COUNTY. Deliveries must be scheduled so that the activity will not be in conflict with any move-in or move-out of any event.
- Unless otherwise directed by the COUNTY, the covering and draping of tables, placing of decorations (i.e., flags, balloons, drapes, flowers, table stands with numbers, etc.) on tables, cleaning and removing of all service ware and table cloths and draping at the completion of the function in areas where food service functions are held.

- Delivering and dispensing all food, beverage, supplies, and other articles for portable concession stands and portable bars and portable carts.
- Scheduling semi-annual inspections by the Board of Health as required. Copies of the inspections shall be forwarded to the COUNTY for review.
- To operate within the framework of ECCC event schedule. COUNTY agrees, when possible, to build reasonable time periods into the event schedule for set-up and removal of CONTRACTOR'S equipment. However, if necessary, CONTRACTOR shall provide adequate staff to perform required set-up and removal to accommodate ECCC schedule.
- Development and execution of an acceptable Sales & Marketing Program for the catering and concessions services at ECCC. All advertising and promotional materials including the COUNTY logo or branding require prior approval of the COUNTY before it is printed, published, or broadcast.
- Compliance with all OSHA and ADA requirements.
- The CONTRACTOR shall not use or operate any COUNTY vehicles in the performance of its services provided herein.

#### STAFFING

Contractor shall, in its commercially reasonable discretion, determine appropriate staffing levels based on scheduled and anticipated business. At a minimum, one staff member available to respond to client inquiries and attend meetings shall be onsite Monday - Friday from 8:00a to 5:00p. To the extent that the level of business warrants the following staffing levels, CONTRACTOR shall provide:

- Three (3) full-time salary staff: General Manager (aka Food & Beverage Manager), Executive Chef and Catering Sales Manager.
- Three (3) full-time hourly staff: Office Manager, Banquet Manager and Sous Chef.
- Event-based staff: Servers, Bartenders, Cooks and Utility Staff. The number of event-based staff will vary depending upon the nature and size of the function.

CONTRACTOR shall perform pre-employment background checks on all staff noted above, which shall include but not be limited to, one or more criminal history checks, a sexual offender registry check, and pre-employment drug screenings. Pre-employment background checks may also apply to current employees of the CONTRACTOR who are promoted or transferred into a new position.

If at any time the COUNTY reasonably determines that the Food & Beverage Manager is unsatisfactory, CONTRACTOR shall within thirty (30) days replace him/her with one who is reasonably satisfactory to the COUNTY. The COUNTY shall not be liable to CONTRACTOR if any Food & Beverage Manager's contract with CONTRACTOR is breached, modified and/or terminated.



CONTRACTOR is required to have its next senior level of management to the Food & Beverage Manager visit ECCC a minimum of once every quarter.

TRAINING AND SUPERVISION: CONTRACTOR shall train and closely supervise all its employees so that they are aware of and habitually practice the high standards of cleanliness, courtesy and service required. The CONTRACTOR shall have a fully comprehensive food, beverage and kitchen operation safety plan, with validated employee training procedures.

SERVING OF ALCOHOL BEVERAGES: CONTRACTOR shall manage and maintain all liquor operations and licenses at the ECCC. The COUNTY shall have the sole right to determine at which events alcoholic beverages may be sold. CONTRACTOR shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. CONTRACTOR shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of CONTRACTOR. CONTRACTOR shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.

ATTIRE: All employees of CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify CONTRACTOR. The design of such uniforms shall be subject to prior approval of the COUNTY. All employees of CONTRACTOR are required to wear a name identification tag at all times while at ECCC. CONTRACTOR'S management personnel shall be neatly attired in normal business attire at all times.

ACCESS TO ECCC: All employees of CONTRACTOR shall enter and leave ECCC via the entrance(s) so designated by the General Manager. Only those employees actually working shall be permitted in ECCC without charge. At no time shall CONTRACTOR permit the free entrance of any person not an employee for such event or events, and no surplus of employees will be permitted for any event.

UNPERMITTED CONDUCT: Alcohol consumption and/or use of narcotic substances by employees of CONTRACTOR will not be tolerated, and infractions will cause immediate removal from ECCC. The COUNTY reserves the right at all times to require any employee of CONTRACTOR to immediately leave the premises.

DISCRIMINATION: CONTRACTOR shall not prescribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

SUBCONTRACTORS: The use of subcontractors shall require prior approval by the COUNTY.

## OPERATIONS

Each event will be developed separately relative to the amount of hours and necessary equipment to complete the assigned project.

The CONTRACTOR shall be able to produce all ranges of morning, daytime and evening meal menus, with sufficient variety to cater to all incoming requests.

The CONTRACTOR shall develop and implement an operational protocol that will meet the needs of the events industry, often consisting of "fast track" service, last minute changes and continual pre-event, event and post event monitoring.

The CONTRACTOR shall notify COUNTY when equipment structures or fixtures are damaged or require repair.

SALES: ECCC's patrons shall not be infringed upon by any activity of CONTRACTOR or any of its employees or subcontractors. The activities of CONTRACTOR shall be such as to render service to the patrons in a dignified manner; and no undue pressure, coercion or persuasion shall be used by CONTRACTOR in an attempt to influence the patrons to use the services or products of CONTRACTOR. All CONTRACTOR'S sales shall be conducted and operated within the rules and regulations as promulgated by the COUNTY and shall in no way interfere with the orderly operation of any event. The sales shall only be conducted at such times from and at such locations as are designated by the COUNTY.

PROGRAMMING: Programming for all events requiring the services of CONTRACTOR shall be performed by the COUNTY. Any programming offered by CONTRACTOR utilizing ECCC facilities may be allowed or denied in the sole discretion of the COUNTY, and if allowed will be incorporated into the official calendar of events, providing that said activities are consistent with COUNTY policies.

QUALITY ASSURANCE: CONTRACTOR shall have a comprehensive quality assurance program and be able to immediately address any complaints or issues brought forth by either the ECCC client or the COUNTY.

COOPERATION: Upon consent of the CONTRACTOR, the COUNTY may authorize the free distribution of food or non-alcoholic beverages. Such consent shall not be unreasonably withheld. Upon mutual agreement of the parties, free samples may be given away by or on behalf of or with permission of any person or organization that has properly engaged ECCC for meetings, trade shows, cooking schools, exhibitions, conventions and the like. Free samples should be of "sample size" and not a size available for purchase.

PERSONAL CONSUMPTION: COUNTY AND CONTRACTOR shall use best efforts to enforce food and beverage/catering services exclusivity when concessions or food service are offered by CONTRACTOR during an event. CONTRACTOR shall establish and notify client of concession and food service times for each event at least ten (10) business days prior to event start date, and shall post established times during the event. CONTRACTOR reserves the right to extend concession and food service times during an event, and exclusivity shall be enforced during the established, posted times. Exclusivity shall be enforced pre or post event during setup/teardown or during an event if concessions stands or food service is provided by CONTRACTOR.

POLICIES: The COUNTY reserves the right to implement policies, rules and regulations governing the general provision of food and beverage to maintain a consistency of kind and quality

of food and beverage service, compatibility of food and beverage products with the events at ECCC and other parameters of food and beverage service which shall be adhered to by CONTRACTOR.

COUNTY EVENTS: CONTRACTOR shall provide food and beverage service requested by the COUNTY as part of its in-house activities. The charge to the COUNTY for said services shall be at a 30% discount for all food and non-alcoholic beverages and alcoholic beverages at a 50% discount from CONTRACTOR'S standard approved retail prices. Such services are non-commissionable and service fees or charges shall not apply.

KITCHEN FACILITIES (OFF-SITE CATERING): CONTRACTOR may utilize the kitchen facilities and equipment (excluding banquet tables & chairs and vehicles) for off-site catering events/activities not related to COUNTY clients subject to commission compensation as outlined in Exhibit B.

KITCHEN FACILITIES (THIRD-PARTY USE): CONTRACTOR shall allow the kitchen facilities to be utilized by third-parties for up to ten (10) COUNTY functions (the "Third-Party Functions") for year one (1) of the Term, with no limit on the total number of days the Third-Party Functions utilize the kitchen facilities. For years two (2) through five (5) of the Term, the parties shall mutually agree upon decreasing the total number of days allotted to the Third-Party Functions and their utilization of the kitchen facilities. Third parties that use the kitchen facilities shall execute and deliver to CONTRACTOR and COUNTY an indemnification agreement acceptable to CONTRACTOR and COUNTY with respect to damage to persons or property of either party. Third party usage fees will be paid directly to the COUNTY and will not be included in CONTRACTOR'S Gross Receipts. The following are excluded from the annual ten (10) function limit:

- Food shows
- Any function for which CONTRACTOR exercises its right of first refusal to provide food and beverage/catering services

MAINTENANCE OF PREMISES: CONTRACTOR shall be responsible for keeping clean, covered, polished and in good repair, all bars, equipment, and other facilities, either permanent or temporary, as are used by it in the performance of this agreement. Damage incurred to the property of the COUNTY as a direct result of negligence or lack of maintenance on the part of CONTRACTOR is a non-allowable expense charged directly to CONTRACTOR.

CONTRACTOR shall maintain all food and beverage service facilities within the control of CONTRACTOR in a clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health and other authorities of Okaloosa County and the State of Florida and any other governmental entity having jurisdiction. Notwithstanding the foregoing, the parties hereby acknowledge and agree that the foregoing cleaning obligations are limited to busing of tables (including any non-food and beverage service items), removal of linens, food and beverage waste and equipment from areas utilized during an event, function, meeting etc. wherein CONTRACTOR will be providing services, but shall not include vacuuming of carpets, removal of chairs and tables or removal of waste not generated by CONTRACTOR'S food and beverage services (e.g., trash from show exhibitors, such as pamphlets, hand-outs, advertisements, etc.). It shall be the joint responsibility of the COUNTY and CONTRACTOR managers on duty to ensure the facility is to the standards as set forth in this Agreement, and the facility is left in the proper condition at the close of the event.

The entire area, including the floors in the seating areas when a food and beverage operation is in place and the area, within a radius of 25 ft. of each food service area, shall be kept free and clear by CONTRACTOR from all nuisance and damage to floors, walls, windows or other property in said radius by reason of CONTRACTOR'S operation in said areas.

CONTRACTOR shall employ the necessary personnel before, during and after the use of any event to comply with these provisions. In the event that CONTRACTOR does not sufficiently clean the stated areas and fails to remedy the situation within three (3) days of written notice regarding such deficiency, the COUNTY will clean the same and submit an invoice to CONTRACTOR for services rendered as a non-allowable expense.

TRASH: All food service and serving areas shall be regularly monitored by CONTRACTOR for cleanliness and trash removal during events.

All refuse and waste materials located within the food and beverage facilities occupied by CONTRACTOR shall be promptly disposed of after each event by CONTRACTOR directly onto the loading dock, from which it shall be removed by the COUNTY. Notwithstanding the foregoing, the parties hereby acknowledge and agree that the foregoing obligations are limited to removal of trash generated from CONTRACTOR's food and beverage services in areas utilized during an event, function, meeting etc. wherein CONTRACTOR will be providing services, but shall not include vacuuming of carpets, removal of chairs and tables or removal of waste not generated by CONTRACTOR's food and beverage services (e.g., trash from show exhibitors, such as pamphlets, hand-outs, advertisements, etc.). Waste foods shall be kept in closed metal or plastic containers until removed from ECCC. Such removal shall be made promptly during and after the event to a central collection area designated by the COUNTY, from which it shall be removed by the COUNTY. At the end of food service for an event, CONTRACTOR'S staff shall survey the area with ECCC Operations staff. CONTRACTOR'S staff must report their early departure to ECCC Operations staff when leaving prior to the end of an event.

Nothing contained here shall be construed to alter or affect any duty that CONTRACTOR has or may have under applicable local, state or federal laws and regulations.

### **PRODUCT TO BE SOLD & PRICES**

Except as expressly set forth herein, CONTRACTOR shall have the exclusive right to sell products of a food and beverage nature, including alcoholic beverages at the ECCC.

PRICING: CONTRACTOR'S rights shall extend to the food and beverage service needs of the patrons of ECCC as stated above only to the extent that CONTRACTOR maintains availability and quality with a competitiveness to other commercial vendors. Maximization of the use of the facilities of ECCC is the goal of the COUNTY and all efforts shall be made by CONTRACTOR not to discourage use of ECCC facilities by reason of CONTRACTOR'S exorbitant pricing, unavailability of service, inferior quality or other non-competitive practices. The COUNTY reserves the right to intercede in the negotiations in those instances where the COUNTY determines that CONTRACTOR is failing to provide competitive and representative services. If CONTRACTOR consistently fails to perform for a particular portion of the food and beverage services then the COUNTY may obtain service from other vendors for such portion without terminating the agreement, this does not prevent the COUNTY from proceeding with notifying CONTRACTOR that they are in default.

The General Manager agrees to meet with CONTRACTOR to review products to be sold and prices to be charged at least on an annual basis. Prices shall be set by mutual agreement of the COUNTY and CONTRACTOR; and in case of conflict, the decision of the COUNTY shall control. Whenever unique economic conditions result in unusual cost increases to CONTRACTOR, the COUNTY will consider a request by CONTRACTOR for price changes at times other than the annual date specified above. CONTRACTOR shall submit a detailed written price schedule for all items it proposes to sell showing size, weight, grade, cost, and price of item along with a price comparison sheet of the local market which shall be subject to final approval of the COUNTY. All prices of all products submitted by the CONTRACTOR and accepted by the COUNTY shall become part of this Agreement as a basis for current and future pricing.

CONTRACTOR must allow for competitive pricing, with service availability and capability for a 24 hour 365 days per year operation for all ECCC functions at all times to the extent convenient to the utilization of ECCC by its show managers, and patrons. Sales by CONTRACTOR from ECCC to persons and entities off the premises of ECCC shall be subject to the consent of the COUNTY.

DISCOUNTED SALES: Upon consent of the COUNTY, the CONTRACTOR may offer clients food and beverage services at wholesale or discounted pricing ("Discounted Sales"). Such consent shall not be unreasonably withheld by the General Manager. Mutual agreement of the parties shall be documented.

QUALITY: CONTRACTOR recognizes that the quality of items sold and services performed at ECCC is a matter of highest concern and is the essence of the Agreement. All food, beverages and other items sold or kept for sale at ECCC shall be of first quality, wholesome and pure and must conform in all respects to all applicable federal, state, county health statutes, ordinances and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale and all merchandise offered for sale at ECCC shall be stored and handled with due regard for sanitation, and shall conform with the quality, type, size, and weights as agreed upon and approved by the General Manager. All food products sold to individuals through various outlets shall be prepared and handled to provide fresh, high quality products. CONTRACTOR shall only serve fresh brewed coffee; the use of instant liquid or freeze-dried coffee will not be permitted. Written policies shall be developed and adhered to regarding shelf life of all perishable merchandise. All merchandise kept for sale shall be subject to inspection and approval or rejection by the COUNTY. Any article rejected by the COUNTY in good faith as not being first quality, wholesome and pure shall be removed from the premises and shall not be offered for resale. CONTRACTOR shall comply with industry standards of beer, wine, and other alcoholic beverages regarding quality, quantity, storage and handling.

#### **RECORDS, ACCOUNTING & AUDITING**

All CONTRACTOR'S operations must conform to all applicable local, state and federal rules, regulations and laws.

CONTRACTOR shall, have existing, develop or purchase a software system that address at a minimum a Supplier Database, Inventory Data Base, Recipe Data Base, Customer Data Base, Purchasing & Receiving, Accounting, Catering Management, and Concession Management. The

COUNTY upon request and reasonable notice shall have access to data contained in such software system.

CONTRACTOR shall maintain an original set of books and records of sales, receipts and inventory regarding operations at ECCC, all in accordance with generally accepted accounting procedures. Said records and procedures shall be sufficient to clearly reflect all direct and indirect cost of any nature incurred in the performance of this Agreement including original invoices of all materials brought on the premise. CONTRACTOR shall also maintain payroll summaries, copies of payroll, tax returns, deposit receipts and bank statements.

**EXHIBIT B  
COMPENSATION**

**INVESTMENT:** CONTRACTOR shall contribute an annual investment of \$60,000 to the County during the initial term of this Agreement and for each year that the term of this Agreement is extended. The maximum investment hereunder shall be \$300,000 if the term of this Agreement is extended for all five (5) years (the "Investment Funds"). Each \$60,000 investment will be amortized on a monthly straight-line basis from the date of this Agreement through the end of its corresponding annual term. Upon consent of the CONTRACTOR, the Investment Funds shall be used by the COUNTY for enhancements of food and beverage/catering services at the ECCC. Such consent shall not be unreasonably withheld. CONTRACTOR retains the right to disburse Investment Funds on an accelerated schedule to accomplish capital improvements related to food and beverage/catering enhancements. Further, CONTRACTOR retains the right to expend Investment Funds directly, rather than remitting Investment Funds to the COUNTY, to accomplish capital improvements pursuant to the County's Purchasing Manual.

In the event this Agreement is terminated without cause by either party prior to the full amortization of the Investment Funds, the COUNTY will reimburse CONTRACTOR an amount equal to the then unamortized balance of the Investment Funds (the "Termination Payment"). The Termination Payment shall be paid to CONTRACTOR not later than the effective date of the termination. COUNTY's payment of the Termination Payment shall be a precondition to the effective termination of this Agreement by the COUNTY.

In the event this Agreement is terminated with cause by COUNTY, CONTRACTOR shall forfeit the Termination Payment.

If CONTRACTOR does not receive the Termination Payment from county at the time provided herein, CONTRACTOR may, at its option, exercise the following remedies concurrently or consecutively: (i) remain at ECCC; (ii) continue to provide the food and beverage services; (iii) withhold all payments otherwise payable to COUNTY until CONTRACTOR has recovered all amounts owing; (iv) institute proceedings against the COUNTY for all amounts owing.

The terms and provisions of this Investment section shall survive the expiration of the term of this Agreement or the earlier termination hereof.

**COMMISSION:** CONTRACTOR shall pay the COUNTY commission on Gross Receipts pursuant to the chart below. "Gross Receipts" shall mean the annual total revenue received by CONTRACTOR from the services provided by CONTRACTOR hereunder less 1) sales taxes and other direct taxes imposed upon receipts collected, 2) credit/debit/gift card transaction fees and charges, 3) Discounted Sales, and 4) administrative charges, if any.

| <u>Annual Gross Receipts</u>    | <u>Commission – (on the increment)</u> |
|---------------------------------|--|
| \$0 - \$500,000.00              | 23%                                    |
| \$500,000.01 - \$1,000,000.00   | 25%                                    |
| \$1,000,000.01 - \$1,500,000.00 | 30%                                    |
| \$1,500,000.01 +                | 35%                                    |

Said payment shall be made monthly fifteen (15) days after the close of each accounting period for the prior month. Commission remittance shall include the following information, at minimum, to provide for verification that the proper commission amounts are remitted:

- ECCC Catering Sales
- Off-Site Catering Sales
- Vending Machine Sales
- Discounted Sales
- County Event sales (in-house, non-commissionable)
- Administrative Charges (non-commissionable)
- Credit/Debit/Gift Card Fees (non-commissionable)
- Third-Party Kitchen Usage Fees (non-commissionable)

**MARKETING RESERVE:** In addition to the Commission, the CONTRACTOR shall contribute two percent (2%) of Gross Receipts to the COUNTY for a marketing reserve. Use of such marketing reserve funds shall be at the sole discretion of the COUNTY. Said payment shall be made monthly fifteen (15) days after the close of each accounting period.

**UTILITY RESERVE:** In addition to the Commission, and Marketing Reserve, the CONTRACTOR shall contribute two percent (2%) of Gross Receipts to the COUNTY in exchange for the electricity, gas, water and other utility service provided to CONTRACTOR by the COUNTY. Said payment shall be made monthly fifteen (15) days after the close of each accounting period.

The telephone equipment is owned by the COUNTY and will be supplied to CONTRACTOR at no cost. The cost of local and business only long distance charges will be covered by the COUNTY.

CONTRACTOR shall develop an effective and continuous energy management and conservation program.

**LINEN SERVICES:** CONTRACTOR'S expenses related to the provision of linen services for third-party kitchen usage shall be charged to such third-parties by the Contractor as follows. These rates shall also apply to linens used by the COUNTY for events where food and beverage/catering services are not provided. Linen fees are not to be included in CONTRACTOR'S commissionable gross receipts. In the event CONTRACTOR'S expenses related to the provision of linen services for third-party kitchen usage increase, the pricing identified below may be adjusted. A contract amendment to reflect new pricing will not be required so long as CONTRACTOR provides COUNTY with documentation of the price increase from the linen vendor.

- a. Flat Rate for White Linen Cleaning & Labor (includes all delivery and buggy fees):  
85"x85" = \$1.75 each      114"x52" = \$2.25 each
- b. Flat Rate for Black Linen Cleaning & Labor (includes all delivery and buggy fees):  
54"x54" = \$3.19 each      90"x90" = \$6.39 each      120" = \$13.15 each



## Exhibit C

### Title VI Clauses for Compliance with Nondiscrimination Requirements

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12139) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation as to Contractor's employees. Contractor agrees to include in its agreements with subcontractors a requirement that the subcontractor is responsible for monitoring FLSA compliance of its employees. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
  - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
  - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or

(b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security

Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph e (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or  
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.



**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

PUR # 1

**DATE:** December 5, 2017  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Jennifer Adams  
**SUBJECT:** Aramark Contract  
**DEPARTMENT:** Tourist Development Department  
**BCC DISTRICT:** 2,4,5

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**STATEMENT OF ISSUE:** Request approval of a contract with Aramark for the provision of food and beverage/catering services at the Emerald Coast Convention Center.

**BACKGROUND:** A Request for Proposals (RFP) was advertised for Food and Beverage/Catering Services and a total of three (3) responses were received. The Board approved the Procurement Selection Review Committee's recommendation to enter into contract negotiations with the highest ranked candidate with a fully responsive submission to the RFP: Aramark. This procurement is fully compliant with the Federal 2CFR requirements.

The Tourist Development Council recommended approval of this contract at is November 15 meeting.

**FUNDING SOURCE, (If Applicable):**

Department # 1173R  
Account # 347515  
Amount \$ TBD (commission-based)

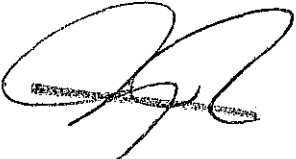
**OPTIONS:** Approve or Disapprove

**RECOMMENDATION:** Approve a three-year contract with Aramark for the provision of food and beverage/catering services at the Emerald Coast Convention Center.

  
Jennifer Adams, Tourist Development Department Director 11/28/2017

**RECOMMENDED BY:**  
**APPROVED BY:**

SCANNED




PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

(Contract)

Procurement/Contract/Lease Number: \_\_\_\_\_ Tracking Number: 2122-18  
Procurement/Contractor/Lessee Name: ARAMARK Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: Food & Beverage / Catering Services At the ECCC  
Date/Term: 3 yrs / w 2, 1yr option 1.  GREATER THAN \$100,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Department: TDD 3.  \$50,000 OR LESS  
Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:

 Date: 11/27/17  
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:

 Date: 11/27/17  
Grants Coordinator Renee Biby

Risk Management Review

Approved as written:

 Date: 11/27/17  
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:

see approval dated Date: 11/17/17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee



<lhoshihara@co.okaloosa.fl.us>; Parsons, Kerry <KParsons@ngn-tally.com>

**Subject:** Re: ECCC - FLSA Language

Will do.

Thank you

Sent from my iPad

On Nov 17, 2017, at 3:22 PM, Greg Kisela <gkisela@co.okaloosa.fl.us> wrote:

Derek: See if this language is acceptable to your attorneys.

Greg Kisela

**From:** Lynn Hoshihara

**Sent:** Friday, November 17, 2017 1:57 PM

**To:** Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>; Parsons, Kerry <KParsons@ngn-tally.com>

**Cc:** Greg Kisela <gkisela@co.okaloosa.fl.us>

**Subject:** Re: ECCC - FLSA Language

Attached are our suggested changes to the Aramark agreement. With these changes, this agreement is approved as to legal sufficiency.

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** Charlotte Dunworth

**Sent:** Friday, November 17, 2017 11:57 AM

**To:** Parsons, Kerry

**Cc:** Lynn Hoshihara; Greg Kisela

**Subject:** RE: ECCC - FLSA Language

Hi Kerry – please see attached.

**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]

**Sent:** Friday, November 17, 2017 9:37 AM

**To:** Greg Kisela <gkisela@co.okaloosa.fl.us>

**Cc:** Charlotte Dunworth <cdunworth@co.okaloosa.fl.us>; Lynn Hoshihara

<lhoshihara@co.okaloosa.fl.us>

**Subject:** RE: ECCC - FLSA Language

I have no issue with changing it if they are willing to add in language into the contract that they will use the language in its agreements with its subcontractors, as they state they will below. If your staff will add it in and send it our way we would appreciate it.



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : aramark\* sports\* and\* entertainment\* services\* llc\***  
**Record Status: Active**

**No Search Results**