

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

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
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.

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

Please review and approve.
Thank you,

DeRita Mason

DeRita Mason

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

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From: Lynn Hoshihara <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 16th 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

