

### PALM BEACH COUNTY

## **BOARD OF COUNTY COMMISSIONERS**

# AGENDA ITEM SUMMARY

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Meeting Date: Department	09/22/09	[]	Consent Workshop	[X]	Regular Public Hearing		
50-TA							
Submitted By	: TOURIST DE	VELOPM	IENT COUN	CIL			
Submitted Fo	r:						
			I. EXECUTI	VE BR	ŒF		=
Aramark Sport Palm Beach Co	s and Entertainmer	nt Services Center on	s, Inc. to conti	nue the	provision of food	and bev	ent (2007-1627) with verage services at the open of the selection of
Center on a mo	onth-to-month basi	s pending aber 31, 2	the completion 2009, whicher	on of the	e competitive selec	tion pro	ces at the Convention ocess for a new food and conditions of the
selected in a co Center. Arama	empetitive process	to provide ose servic	e food and be- ces under that	verage s	services at the Paln	n Beach	Inc. (Aramark) was County Conventionate. The term of the
Aramark to co	ong four providers	who are terms of	participating the original a	in the agreeme	RFP process. Thi	s Amer	process of selecting adment provides for basis until the ne
Attachments:							
A	Amendment 002 to	Agreeme	nt R2007-1627				
Recommended		artment l	Director		Date		-
Approved By:		ller uty Coun	tv Administra	itor	9/21/09		

### II. FISCAL IMPACT ANALYSIS

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A. Five Y	ear Summary of	Fiscal :	Impact:			
Fiscal Yea	rs	2009	2010	2011	2012	2013
Capital Ex	penditures					-
Operating	Costs	·		÷		
External R	evenues					
Program In	come (County)			«		
In-Kind Ma	tch (County)		* See belo	<i>w</i>	-	
NET FISC.	AL IMPACT		======	======	======	======
# ADDITION	ONAL FTE S (Cumulative	**************************************		-		2
Is Item In	cluded In Curr	ent Budge	et? Yes	No		
Budget Acc	ount No.: Fund Rep	dCa	Agency tegory	Org.	Obj	ect
B. Recom	mended Sources	of Fund	s/Summary	of Fiscal	l Impact:	
C. Depar	tment Fiscal F	Review:				<u> </u>
		III.	REVIEW C	OMMENTS		
	ofme of of a grown	percal 11		pociated Jr. J.	Jaw S and Co	9/21)09 norol
B. Legal	Sufficiency:				endment compliant requirements	
Assis	Wew Could A	ttorney		V 127	9 000	, , , , , , , , , , , , , , , , , , ,
C. Other	Department Re	view:		N N		
	Department Dir	ector				

This summary is not to be used as a basis for payment. O:Tdc/AgendaItems2008/AramarkContract

# PALM BEACH COUNTY CONVENTION CENTER AMENDMENT NO. 2 TO FOOD AND BEVERAGE SERVICES AGREEMENT WITH ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC

This Amendment No. 2 (the "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2009, to that Food and Beverage Services Agreement, hereinafter "Agreement" dated October 1, 2008, by and between the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter "County", and Aramark Sports and Entertainment Services, LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in the State of Florida, a successor by conversion of Aramark Sports and Entertainment Services, Inc., hereinafter referred to as "Contractor" whose Federal Employer Identification Number is 23-1664232.

### RECITALS

WHEREAS, the County entered into an Agreement with Contractor whereby Contractor would provide food and beverage services for the Palm Beach County Convention Center in West Palm Beach, Florida, which Agreement is scheduled to terminate on September 30, 2008; and

WHEREAS, the County has undertaken a competitive process for the selection of a contractor to provide future food and beverage services in the Convention Center; and

WHEREAS, the County and Contractor wish to extend the term of the Agreement on a month to month basis to provide for Aramark to continue providing food and beverage services until the County has completed the selection process.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and intending to be legally bound, the parties agree that the Agreement as amended on October 1, 2008, by and between the County and Contractor shall be amended as follows:

1. Article 2, <u>TERM</u>, of the Agreement is deleted in its entirety and replaced with the following amended Article 2:

The term of this Agreement ("Term") shall continue on a month to month basis beginning on October 1, 2009, until such time as the County provides the Contractor with fifteen (15) days notice in advance of its intention to terminate this Agreement, as amended; provided, however, that in no event shall the Term extend beyond December 31, 2009.

2. Any and all provisions of the Agreement as amended, shall remain in full force and effect.

(Signatures begin on following page.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written

ATTEST:				
Automorphism (Control Control	PALM BEACH COUNTY, FLORIDA			
SHARON R. BOCK	By and through its BOARD OF COUNTY			
CLERK & COMPTROLLER	COMMISSIONERS			
	(I)			
D.				
By: Deputy Clerk	Ву:			
Deputy Clerk	By: John F. Koons, Chairman			
[Seal]				
[Sear]				
Approved as to terms	Approved as to form			
and condition:	and legal sufficiency:			
	and regar sufficiency.			
Verdenia C. (Baker)	Maureen Coulle			
County Administrator	Legal Counsel			
A FERROGE				
ATTEST:				
ADAMARK CROPTS AND ENTERDRAND TO STATE				
ARAMARK SPORTS AND ENTERTAINMENT S	SERVICES, LLC			
By:				
Name:				
Title:				
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