

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Cost	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>	<u>\$50,000</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====

*Management Fee, in addition, Spectra earns 7% of net profit on an annual basis and potential to earn up to 1% incentive fee of up to \$2.5 million in gross sales and additional up to 2% over \$2.5 million but not to exceed \$4 million.

ADDITIONAL FTE
POSITIONS (Cumulative) N/A _____

Is Item Included In Proposed Budget? Yes X No. _____

Budget Account No.: Fund 1450 Agency 800 Org. 7420 Object _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funds will derive from gross sales of service at the Convention Center.

C. Department Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Annual increase by CPI.
[Signature] [Signature] 10/2/15
OFMB Contract Dev. and Control
10/1/15 10/2/15

B. Approved as to form and Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

Spectra

Background and Justification: CONTINUE- Page 3

To include Non-Discrimination in the body of the contract to comply with county policy and adds Exhibit "H" Non-Discrimination to the contract:

Non-Discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

It is the responsibility of the CONTRACTOR to maintain a written or non-written non-discrimination policy that conforms with the COUNTY'S policy as set forth in Resolution R-2014-1421, as amended, throughout the term of the Contract. This requirement is applicable to all contracts with an effective date of January 1, 2015 or later.

**AMENDMENT TO CONTRACT BETWEEN PALM BEACH COUNTY AND
CONTRACTOR FOR FOOD AND BEVERAGE OPERATIONS SERVICES AT
THE PALM BEACH COUNTY CONVENTION CENTER**

THIS AMENDMENT to Contract between Palm Beach County and Contractor for Food and Beverage Operations Services at the Palm Beach County Convention Center (“**Amendment**”) is entered into as of October 6, 2015, with an effective date of October 1, 2015, by and between the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, (“**County**”) and Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality, a limited partnership organized under the laws of the Commonwealth of Pennsylvania (“**Spectra**”).

WHEREAS, Spectra and County are parties to that certain Contract between Palm Beach County and Contractor for Food and Beverage Operations Services at the Palm Beach County Convention Center dated as of July 1, 2010 (the “**Agreement**”), pursuant to which County granted to Spectra the exclusive right and privilege to provide Food and Beverage Services at the Center; and

WHEREAS, Spectra and County now desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.
2. All references in the Agreement to “Ovations” are hereby deemed to be references to “Spectra”.
3. The Term is hereby extended for an additional period of five (5) years commencing on October 1, 2015 and ending on September 30, 2020 (the “**Extended Term**”). Reference Article 2 Term.
4. The Agreement shall include additional language under 8.10 . Nondiscrimination, paragraph 8.10.1 adding. Spectra is required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County. In the event Spectra does not have a written non-discrimination policy or one that conforms to Palm Beach County’s policy, Spectra shall submit to the COUNTY a statement affirming that its non-discrimination policy conforms to the commitments set forth here. Ref: Exhibit H of this amendment.
5. Effective as of October 1, 2015 Section 10.4.2 of the Agreement shall be deemed to be deleted in its entirety and replaced with the following:

10.4.2 Sponsorships, Rebates and Incentives. Contractor shall use its best efforts during the Extended Term to work with its suppliers to obtain rebates and other financial incentives to use certain food, non-alcoholic beverages and other supplies, the benefit of which rebates and incentives will inure to the benefit of the County. Performance for these sponsorships, rebates and incentives are cumulative for the five year term of this renewal.

- A. Funding in the amount of Thirty Thousand Dollars (\$30,000) will be derived from a "pouring rights" sponsorship for the five year term from a beverage company negotiated by Spectra and approved by the County.
- B. The beverage supplier will provide and in-kind value of seventeen hundred dollars (\$1,700.00) per year in the form of marketing support, services or loaned equipment for use at Convention Center events. Total of eighty-five hundred dollars (\$8,500.00) for the five year term.
- C. The beverage supplier will contribute a rebate of Two Dollars (\$2.00) per case of various beverage product purchased for the term of this contract with no minimum of cases purchased and rebates over the five (5) year term providing a minimum dollar value of eleven thousand-five hundred dollars (\$11,500.00) over the (5) year term of this agreement.
- D. Contractor's food service vendors, excluding the beverage vendor, will return to the County Eight Thousand Dollars (\$8,000.00) per year over the (5) years of the Agreement for a total amount of Forty Thousand Dollars (\$40,000.00);
- E. Additional vendors and/or suppliers will provide Eight Thousand Dollars (\$8,000.00) per year over the five (5) years of the Agreement for a total amount of Forty Thousand Dollars (\$40,000.00) which will be applied as a credit to the Profit and Loss Statement for the Center.

In the event the sponsorship opportunities set forth above in the subsections A through E become unavailable to the Contractor or County, Contractor will provide alternative funding, acceptable to the County: sponsorship funding in the amount of One Hundred and Thirty Thousand Dollars (\$130,000.00) being the continued obligation of the Contractor.

- 6. All references to the Agreement therein, or in any other document referencing the Agreement, shall be deemed to refer to the Agreement as amended hereby. Except for the modifications set forth above, all of the

provisions of the Agreement shall remain unmodified and in full force and effect.

- 7. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the Mayor or Vice Mayor of the Board of County Commissioners and the seal of the Board to be affixed hereto and attested by the Clerk of the Board, pursuant to the authority granted by said Board, and Contractor has caused these presents to be signed in its corporate name by a duly authorized officer, acting on behalf of Contractor and the seal of Contractor to be affixed hereto and attested by the Secretary of Contractor of the dates set forth below.

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida,
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Shelene C. [Signature]*
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
Tourist Development Council

Signed, sealed and delivered in the
Presence of two witnesses for
Contractor:

[Signature]
Signature

JOY A. PIZZICA
Name (Typed or printed)

[Signature]
Signature

ANN MARIE NASUTTE
Name (Typed or printed)

OVATIONS FOOD SERVICES, LP
d/b/a SPECTRA FOOD SERVICES &
HOSPITALITY ("Spectra")

By: *[Signature]*
Philip I. Weinberg
President/Secretary
Ovations Food Services, Inc.
its General Partner

NON-DISCRIMINATION POLICY

Exhibit H

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality, a limited partnership organized under the laws of the Commonwealth of Pennsylvania ("Spectra") is required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event Spectra does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, Spectra shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Spectra hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

- Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

- Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Spectra hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Spectra shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**Ovations Food Services, L.P. d/b/a Spectra
Food Services & Hospitality:**

Signature

Philip I. Weinberg

Name (type or print)



Policy

Subject Non-Discrimination & Harassment Policy	Document No. HR-103-001	Effective Date 05/14/2009	Page 1 of 4
Key Topic General - HR Administration	Supersedes N/A	Last Updated 01/01/2010	Approved By K. Muros

I. PURPOSE:

To ensure a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Ovations Food Services, LP expects that all relationships among persons in the venue will be business-like and free of bias, prejudice and harassment.

II. POLICY:

It is the policy of Ovations Food Services, LP to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. OFS prohibits any such discrimination or harassment.

A. General.

Definition of Harassment (Sexual & Non-Sexual). Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
1. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:
- a. Unwanted sexual advances or requests for sexual favors;
 - b. Sexual jokes and innuendo;
 - c. Verbal abuse of a sexual nature: commentary about an individual's body, sexual prowess or sexual deficiencies;
 - d. Leering, whistling or touching;
 - e. Insulting or obscene comments or gestures;
 - f. Display in the workplace of sexually suggestive objects or pictures;
 - g. And other physical, verbal or visual conduct of a sexual nature.



Policy

Subject Non-Discrimination & Harassment Policy	Document No. HR-103-001	Effective Date 05/14/2009	Page 2 of 4
Key Topic General - HR Administration	Supersedes N/A	Last Updated 01/01/2010	Approved By K. Muros

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:

- a. Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
 - b. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
 - c. Otherwise adversely affects an individual's employment opportunities.
2. Harassing conduct includes, but is not limited to:
- a. Epithets, slurs or negative stereotyping;
 - b. Threatening, intimidating or hostile acts;
 - c. Denigrating jokes; and
 - d. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, including electronic communications.

B. Specific.

1. Individuals and Conduct Covered. These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected with OFS (i.e. an outside vendor, consultant, NFP volunteer or guest).
 - a. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events, and when providing operations, administrative or management support at other venues.
2. Reporting an Incident of Harassment, Discrimination or Retaliation. OFS encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, with the Director of Human Resources, or with any member of the OFS management team.
 - a. OFS encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his/her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. OFS recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.
3. Complaint Procedure.

Subject Non-Discrimination & Harassment Policy	Document No. HR-103-001	Effective Date 05/14/2009	Page 3 of 4
Key Topic General - HR Administration	Supersedes N/A	Last Updated 01/01/2010	Approved By K. Muros

1. **Informal Procedure.** If, for any reason, an individual does not want to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate supervisor, the Director of Human Resources, or any member of the OFS management team, who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the OFS designated management representatives, and such discussion is encouraged.
 - a. An individual reporting harassment, discrimination or retaliation should be aware, however, that OFS may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

2. **Formal Procedure.** As noted above, individuals who believe they have been the victim of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Director of Human Resources, or with any member of the OFS management team.
 - a. OFS encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.
 - b. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.
 - c. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.
 - d. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.



Policy

Subject Non-Discrimination & Harassment Policy	Document No. HR-103-001	Effective Date 05/14/2009	Page 4 of 4
Key Topic General - HR Administration	Supersedes N/A	Last Updated 01/01/2010	Approved By K. Muros

- e. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as OFS believes appropriate under the circumstances.
- f. If a party to a complaint does not agree with its resolution, that party may appeal to the Vice President of Human Resources.
- g. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be subject to appropriate disciplinary action. The Company EEO/Anti-Harassment position letter (Exhibit III-A) must be visibly posted on the company bulletin board.

III. CONCLUSION:

Ovations Food Service, LP has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination and retaliation. OFS will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has any questions or concerns about these policies should talk with Human Resources at the Home Office.

These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of OFS prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.



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SPECTRA FOOD SERVICES & HOSPITALITY

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18228 US HIGHWAY 41 NORTH
LUTZ, FL 33549

Owner Information

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