

**SECOND AMENDMENT  
TO  
AGREEMENT FOR FOOD SERVICE MANAGEMENT AT  
THE AMWAY CENTER,  
BOB CARR PERFORMING ARTS CENTRE  
AND  
THE FLORIDA CITRUS BOWL-ORLANDO**

**THIS SECOND AMENDMENT** (“Second Amendment”) to the Agreement for Food Service Management at the Amway Center, Bob Carr Performing Arts Centre and the Florida Citrus-Bowl-Orlando (“Agreement”) is made effective this \_\_\_ day of July, 2014, by and between the **City of Orlando**, a municipal corporation existing under the laws of the State of Florida and whose address is 400 S. Orange Ave., Orlando, FL, 32802, hereinafter referred to as the “City” and **Orlando Foodservice Partners**, a Florida joint venture, hereinafter referred to as the “Concessionaire” as follows:

**WITNESSETH:**

**WHEREAS**, the City owns and operates the Amway Center, the Bob Carr Performing Arts Centre and the Florida Citrus Bowl-Orlando located in Orlando, Florida, (collectively the “Venues”) and hereinafter referred to as the “Center”, “BCPAC” and the “Citrus Bowl” respectively; and

**WHEREAS**, the City Council awarded the Agreement for food service management at the Venues to Concessionaire on February 22, 2010, which Agreement was thereafter amended by mutual agreement of the parties on November 14, 2013 (“First Amendment”); and

**WHEREAS**, subsequent to entering into such Agreement with Concessionaire, the City entered into a Use and Marketing Agreement for the Citrus Bowl dated February 26, 2014 (“Citrus Bowl Use Agreement”) with Florida Citrus Sports Association, Inc., Florida Citrus Sports Events, Inc., and Tangerine Sports Association, Inc. (collectively “FCS”) which necessitates the Agreement to be updated to reflect the improvements being made to the Citrus Bowl and the provisions and existence of the Citrus Bowl Use Agreement; and

**WHEREAS**, the City entered into a Soccer Stadium Use Agreement dated February 24, 2014 (“Soccer Stadium Use Agreement”) with Orlando Sports Holdings, LLC, for the construction and use of a new venue within the City which stadium will require food service management of the same type as being provided at the existing Venues; and

**WHEREAS**, effective October 1, 2014, the Bob Carr Performing Arts Centre will no longer require food service management from Concessionaire;

**NOW THEREFORE**, in consideration of the mutual covenants of the parties hereto, and upon the express terms and conditions hereinafter set forth, it is agreed by and between them as follows:

1. **Definitions.**

- a. Two new definitions are hereby added to Section I of the Agreement as follows:

EE. “MLS Team” shall mean Orlando Sports Holdings, LLC.

FF. “Soccer Stadium” shall refer to the stadium to be constructed and located in the City north of Church Street, south of Central Boulevard, east of Parramore Avenue, and west of Terry Street.

- b. Subsection DD of Section I of the Agreement is hereby amended in its entirety to read as follows:

DD. “Venues” shall refer to the Center, The Bob Carr Performing Arts Centre, the Florida Citrus Bowl-Orlando, and the Soccer Stadium collectively.

- c. Subsection AA of Section I of the Agreement entitled “Suite Sales” is hereby amended by striking the second sentence of the definition in its entirety which read, “Food and beverage sales at the Florida Citrus Bowl suites are excluded from this Agreement.” The parties acknowledge and agree that such sales shall be part of and subject to the terms of the Agreement.

2. **Operating Requirements.**

- a. **Venue Use Agreements; Advertising and Sponsorship Packages.** The City has entered into use agreements with its primary Florida Citrus Bowl and Soccer Stadium users that grants those users certain advertising and other use rights related to those facilities. Concessionaire shall comply with the applicable terms of the Citrus Bowl Use Agreement and the Soccer Stadium Use Agreement and shall work in good faith with the City and its primary users to honor the intent of those facility use agreements. The first sentence of Section IX. E. of the Agreement is hereby amended as follows to add FCS and the MLS Team to the list of parties able to sell advertising at the Venues in accordance with the terms of their respective Venue use agreements (new language shown as bolded and underlined):

The City, FCS, the MLS Team, or the Orlando Magic may sell advertising and sponsorship packages for the Venues that require product sales rights, that the Concessionaire must comply with.”

The remaining provisions of Section IX. E. of the Agreement shall remain unchanged.

- b. LEED Certification. Section XII. D. of the Agreement is amended to add the following sentence to the end of said section: “The Soccer Stadium is being designed and constructed as a LEED certified building and Concessionaire shall conduct its operations for such Venue in a manner that is consistent with maintaining that certification, including, but not limited to, providing for recycling as directed by the City.”
- c. Commissions for the Florida Citrus Bowl and Soccer Stadium. Commissions for the Soccer Stadium shall be paid at the same rate and upon the same terms as provided in the Agreement for commissions at the Florida Citrus Bowl. The following shall amend and restate in its entirety the sales categories respect to commissions for the Florida Citrus Bowl and the Soccer Stadium:

<b>Sales Category</b>	<b>Rate</b>
Concessions, including Hawking and all Bars (\$0 to \$1,000,000)	51.0%
Concessions, including Hawking and all Bars (over \$1,000,000)	55.0%
Branded Products	51.0%
Catering, including all administrative and service charges and gratuities	20.0%
Subcontractor Fees paid to Concessionaire	51.0%
Vending Machine Sales	45.0%
Inseat Services for Loge and seats	20%
Restaurant Sales	20%
Club Concession Sales (all items and receipts which are not in approved All Inclusive Pricing, including but not limited to any premium alcoholic beverage sales which are not part of the approved All Inclusive Pricing, except for Bottled Wine Service)	51.0%
Suites, including all administrative and service charges and gratuities	20.0%

- d. Additional Insured; Indemnity. Concessionaire shall add FCS and MLS Team as additional insureds on all insurance policies required by the Agreement to which the City is an additional insured. In addition, Section XVI. E. is here by amended as follows to add FCS and MLS Team to the list of parties indemnified under the Agreement (bold and underlined showing new language):

The Concessionaire shall defend (with counsel acceptable to the City, if required by City), protect, indemnify and hold harmless the City, Orange County, Magic, FCS, and MLS Team, and any of their officials, officers, directors, agents, employees, members, partners, shareholders, and assigns, from and against any and all losses, liabilities, damages, suits, claims, judgments and expenses of any nature (including, without limitation, reasonable attorneys' fees and expenses, whether in actions between the parties or actions brought by third parties) (collectively, "losses"), arising from or relating to any of the following:

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3. Soccer Stadium Design and Construction. At no charge to the City, Concessionaire will reasonably respond to questions and provide comments as requested by the City, the MLS Team, and their construction team regarding the design, construction, and equipment of concessions space at the Soccer Stadium.
4. Termination of Services at the BCPAC. Notice is hereby given by the City to Concessionaire in accordance with Section IV of the Agreement that effective October 1, 2014, this Agreement shall be terminated with respect to the BCPAC. The parties acknowledge and agree that no further notice of such termination shall be necessary and such termination shall not affect the Agreement with respect to the remaining Venues.

In all other respects, and except as specifically modified and amended herein and in the First Amendment to the Agreement dated November 14, 2013, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first written above.

**CONCESSIONAIRE**

**CITY**

Orlando Food Service Partners, A Florida joint venture

Procurement & Contracts Division  
City of Orlando, Florida

By: Levy Premium Foodservice LP, an Illinois limited partnership, venturer

By: \_\_\_\_\_  
David Billingsley, Chief  
Procurement Officer

By: \_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

By: Lee, Wesley & Associates, LLC, a Florida limited liability company, venturer

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the City of Orlando,  
Florida only this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Chief Assistant City Attorney