



## **Board of Directors Agenda Report**

**MEETING DATE:** JANUARY 27, 2022 **ITEM NUMBER:** 8B

**SUBJECT:** Discuss and Vote on Whether to Approve Fourth Amendment to Food Service Management Agreement Between Ovations Fanfare, L.P. and the District

**DATE:** January 21, 2021

**FROM:** Michele Richards, CEO

**PRESENTATION BY:** Michele Richards, CEO

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### **RECOMMENDATION**

At the Board of Directors' discretion.

### **BACKGROUND**

The current Food Service Management Agreement between Ovations Fanfare, L.P. (*Master Concessionaire Spectra*) and the District includes an expiration date of August 1, 2024. The end date of the current agreement is problematic in that it would expire in the middle of the 2024 OC Fair, potentially creating a catastrophic issue with having to change a master concessionaire while the fair is being held.

In order to push the contract expiration date past the 2024 fair dates, and in consideration of the year of lost revenue from the canceled 2020 OC Fair, the Board will discuss amending the current agreement to include an expiration date of October 1, 2025 extending for an additional 14 months. Draft agreement attached.

#### FOURTH AMENDMENT TO FOOD SERVICE MANAGEMENT AGREEMENT

This Fourth Amendment to the Food Service Management Agreement ("Fourth Amendment") is entered into as of \_\_\_\_\_, 2022 by and between Ovations Fanfare, L.P., a Pennsylvania limited partnership ("Concessionaire") and the 32<sup>nd</sup> District Agricultural Association, a California state institution (the "District"). District and Concessionaire are sometimes referred to in this Fourth Amendment collectively as "Parties" or singularly as a "Party".

#### RECITALS

Concessionaire and the District are parties to that certain Food Service Management Agreement dated January 1, 2012 and amended on March 24, 2016, June 7, 2019 and June 25, 2021 (collectively, the "Agreement").

The Parties now desire to amend the Agreement as provided in this Fourth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Fourth Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, District and Concessionaire agree as follows:

#### AGREEMENT

1. Capitalized terms used but not defined in this Fourth Amendment shall have the meanings ascribed to those terms in the Agreement.
2. Section C(1) of the Agreement is deleted in its entirety and is hereby replaced with the following:

#### **"C. TERM OF AGREEMENT**

**1. This agreement commences on the Contract Commencement Date and expires on October 1, 2025."**

3. Except as expressly set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect. All references to the Agreement therein, or in any other document referencing the Agreement, shall be deemed to refer to the Agreement as amended by this Fourth Amendment.
4. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

This Fourth Amendment has been executed in duplicate, by and on behalf of the Parties to this Fourth Amendment, on the date set forth above.

32<sup>nd</sup> District Agricultural Association

Ovations Fanfare, L.P.

By: Ovations Food Services, L.L.C, its general partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michele Richards

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_