

AGREEMENT NO. 03-099(6)

AMENDMENT NO. 6 TO AGREEMENT NO. 03-099

This **AMENDMENT NO. 6 TO AGREEMENT NO. 03-099** ("Amendment") is made and entered into as of _____ ("the Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation and California charter city ("CITY"), and **ARAMARK ENTERTAINMENT, LLC**, a Delaware Limited Liability Company (f/k/a ARAMARK Entertainment, Inc.) ("ARAMARK").

RECITALS

WHEREAS, on April 30, 2003, the CITY and ARAMARK entered into Agreement No. 03-099 for the provision of concession services within the Mechanics Bank Arena (formerly known as Rabobank Arena and originally known as the Centennial Garden); and

WHEREAS, Agreement No. 03-99 has since been amended five (5) times (Amendment No. 1 – July 21, 2004; Amendment No. 2 – March 28, 2007; Amendment No. 3 – September 28, 2011; Amendment No. 4 – December 14, 2016; and Amendment No. 5 – June 1, 2022) (collectively, Agreement No. 03-099, as amended, is referred to collectively herein as "Agreement"); and

WHEREAS, the CITY wishes to put in place the proper emergency food and beverage preparedness in the event of a natural disaster, a human-caused disaster, or any other incident of mass trauma (collectively referred to as the "Emergencies"); and

WHEREAS, CITY and ARAMARK wish to amend the Agreement a sixth time to add an Emergency Food and Beverage Services Section to the Agreement related to any Emergencies that could affect the CITY.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and ARAMARK mutually agree as follows:

1. Section 31 of the Agreement is hereby added to read as follows:

31. EMERGENCY FOOD AND BEVERAGE SERVICES. ARAMARK agrees to provide the CITY with food and beverage service in the event of a natural disaster, a human-caused disaster, or any other incident of mass trauma (individually and collectively, the "Emergencies") that could affect the CITY (collectively, the "Emergency Services").

31.1 CITY and ARAMARK agree that ARAMARK shall have the right to use the CITY's Food Facilities within Mechanics Bank Arena to perform the Emergency Services.

31.2 ARAMARK will provide food and beverages for the CITY employees engaged in providing the Emergency Services at Mechanics Bank Arena as mutually agreed by the CITY and ARAMARK, including breakfast, lunch, and dinner meals, with delivery to the specified location on a daily basis during the duration of the Emergencies, as determined by the CITY. ARAMARK shall prepare such food items at the CITY's Food Facilities within Mechanics Bank Arena and deliver the same in a palletized or other mutually agreed setup to a mutually agreed designated drop-off area at Mechanics Bank Arena, where CITY or its designees shall take possession of the same. ARAMARK shall not be required to otherwise distribute meals or food items at Mechanics Bank Arena, nor have any contact with the CITY employees engaged in providing the Emergency Services at Mechanics Bank Arena (other than delivery intake staff), and accordingly, shall have no responsibility or liability in connection therewith. ARAMARK will provide a staff of employees to manage and deliver the Emergency Services as described herein. ARAMARK will purchase and pay for all food, beverages, supplies, equipment, and other services necessary or appropriate to provide the Emergency Services, which purchases will be made through ARAMARK's purchasing programs. In connection with such purchasing programs and consistent with the contractual requirements contained in its procurement agreements with manufacturers, suppliers, and distributors (individually and collectively, the "VENDORS"), ARAMARK may receive certain discounts, rebates, allowances, and other payments from its Vendors. The CITY acknowledges and agrees that any prompt payment or "cash" discounts, as well as other discounts, rebates, allowances and/or other payments that ARAMARK receives from its VENDORS shall be retained by ARAMARK.

31.3 CITY agrees to reimburse ARAMARK for all costs and expenses (collectively, the "EXPENSES"), plus Ten Percent (10%), incurred by ARAMARK directly related to the Emergency Services provided by ARAMARK. This will include, without limitation, all EXPENSES for: (i) food and beverage products, (ii) disposable service wares and other supplies, (iii) equipment rental and repair or maintenance costs, (iv) labor (including all payroll, taxes, and benefits costs) of the service, supervisory, and management staff,

(v) travel and transportation expenses related to delivery expenses related to the provision of the Emergency Services, (vi) any CITY Institution Food Facilities use charges, including any utility charges and security costs levied by the CITY Institution, (vii) cleaning and sanitization costs of all equipment and areas used in performance of the Emergency Services, and (viii) non-cancelable commitments (if any) for EXPENSES at the end of the Emergencies.

31.4 At the end of each week of the Emergencies, ARAMARK will provide the CITY with a detailed invoice for all EXPENSES, plus Ten Percent (10%). The CITY agrees to pay the detailed invoices within thirty (30) days of receipt of the invoice.

2. Except as amended herein, all provisions of Agreement No. 03-099 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to Agreement No. 03-099 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"ARAMARK"
ARAMARK ENTERTAINMENT, LLC

DocuSigned by:
By: William J Manion
A37247938149480...
BILL MANION
Director of Financial Planning

APPROVED AS TO CONTENT:
CITY MANAGER

DocuSigned by:
By: Christian Clegg
36EA1E2458AA4BE...
CHRISTIAN CLEGG
City Manager

[Additional signatures on next page]

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

JHR/vlg
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