



## **Board of Directors Agenda Report**

MEETING DATE: JUNE 24, 2021 ITEM NUMBER: 9B

**SUBJECT:** Review of and Vote on Whether or Not to Approve Amendment to Spectra Master Concessionaire Agreement Clarifying the “Cantina” as Part of District’s Facilities

**DATE:** June 18, 2021

**FROM:** Michele Richards, CEO

**PRESENTATION BY:** Michele Richards, CEO

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### **RECOMMENDATION**

Approve the amendment to the Spectra master concessionaire agreement

### **BACKGROUND**

The Cantina facility in the former OC Market Place footprint was operated by Spectra as part of the swap meet operation. An amendment to the Spectra food service management agreement is necessary to clarify that the Cantina now becomes part of the “District’s Facilities” as defined in the agreement, and may be operated by Spectra for the sale of food and beverage items during the annual OC Fair and other events.

The amendment further clarifies that Spectra shall pay the District a commission on gross sales generated by Spectra at the Cantina at the rates described in Section 1 of the agreement and in accordance with the terms of Section 1.

A copy of the draft amendment is attached.

Third Amendment to the Food Service Management Agreement

This Third Amendment to the Food Service Management Agreement ("Third Amendment") is entered into as of June \_\_\_, 2021 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 collectively as the "Parties" or singularly as a "Party".

Background

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

Amendment

Accordingly, the parties agree as follows:

1. Capitalized terms used but not defined in this Third Amendment shall have the meanings ascribed to such terms in the Agreement.
2. The parties agree that the "Cantina" building ("Cantina"), located just east of the Blue Gate entrance to the District's annual OC Fair and adjacent to Hussongs (one of the District's temporary entertainment venues operated by Concessionaire each year during the OC Fair), shall, during each OC Fair and any other events as mutually agreed upon by Concessionaire and District, become part of the "District's Facilities," as that term is defined in the Agreement, and may be operated by Concessionaire for the sale of food and beverage items. For the avoidance of doubt, Concessionaire shall pay the District a Commission on Gross Sales generated by Concessionaire at Cantina at the rates described in Section I of the Agreement and in accordance with the terms of Section I.
3. 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 Third Amendment. Except for the modifications set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect.
4. This Third 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.

Each party has caused this Third Amendment to be executed on behalf of such party by an authorized representative as of the date first 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: \_\_\_\_\_

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

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

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