

AN ORDINANCE 2014 - 10 - 30 - 0831

**AUTHORIZING AMENDMENTS TO THE CATERING AND CONCESSIONS SERVICES AGREEMENTS AT THE HENRY B. GONZALEZ CONVENTION CENTER WITH THE RK GROUP L.L.C. AND AT THE ALAMODOME WITH ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, L.L.C. EXTENDING THE AGREEMENTS BY 3 MONTHS AND 5 MONTHS, RESPECTIVELY, AND PROVIDING FOR A SIX MONTH RENEWAL OPTION, DUE TO LENGTHENED SOLICITATION PROCESSES FOR NEW CONTRACTS FOR THESE SERVICES.**

\* \* \* \* \*

**WHEREAS**, the City entered into the First Amended and Restated License Agreement with ARAMARK Sports and Entertainment Services of Texas, L.L.C. (“Aramark”) for concession and catering services at the Alamodome pursuant to Ordinance No. 2008-08-14-0705, passed and approved on August 14, 2008, as amended and into the Amendment and Restatement of the Henry B. Gonzalez Convention Center Food and Beverage Service and Concession Services Agreement with RK Group L.L.C. (“RK”) pursuant to Ordinance No. 99968 passed and approved on November 4, 2004, as amended, both of which expire September 30, 2015; and

**WHEREAS**, the solicitation process for catering and concessions services at the Henry B. Gonzalez Convention Center is currently underway and has been extended and City Council consideration is anticipated in May 2015 and it is anticipated that new agreement for such services at the Alamodome will be considered by City Council in August 2015; and

**WHEREAS**, in order to allow for sufficient transition time in the event a change of contractor(s) occurs, amendments are proposed to extend the expirations of the current agreements with RK and Aramark from September 30, 2015 to December 31, 2015 and February 28, 2016, respectively, and add six-month extension options in the event it is necessary to extend the Convention Center and/or Alamodome solicitation timelines; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The terms and conditions of amendments to the catering and concessions services agreements at the Henry B. Gonzalez Convention Center with RK and at the Alamodome with Aramark are authorized and approved. The City Manager, or her designee, is authorized to execute the amendments, copies of which, previously executed by RK and Aramark, are attached to this Ordinance as **Exhibits I and II.**

**SECTION 2.** Funds generated by this Ordinance will be deposited as per the table below:

Amount	General Ledger	Internal Order	Fund
\$659,055.00	4407731	245000000030	29016000
\$114,753.00	4407732	245000000030	29016000
\$925,000.00	4407732	242000000001	29006000
\$127,000.00	4407731	242000000001	29006000
Total Amt \$1,825,808.00			


**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

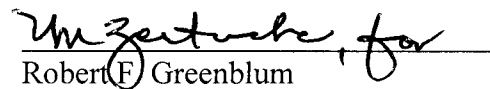
**PASSED AND APPROVED** this 30<sup>th</sup> day of October, 2014.

  
M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Jeticia M. Vacek  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Robert F. Greenblum  
City Attorney

<b>Agenda Item:</b>	<b>21 ( in consent vote: 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 25, 27, 28, 29, 31A, 31B )</b>						
<b>Date:</b>	10/30/2014						
<b>Time:</b>	02:38:40 PM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing amendments to the catering and concessions services agreements at the Henry B. Gonzalez Convention Center with the RK Group L.L.C. and at the Alamodome with ARAMARK Sports and Entertainment Services of Texas, L.L.C. extending the agreements by 3 months and 5 months, respectively, and providing for a six month renewal option, due to lengthened solicitation processes for new contracts for these services. [Ed Belmares, Assistant City Manager; Michael Sawaya, Director, Convention and Sports Facilities]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x			x	
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

# **Exhibit “I”**

**FOURTH AMENDMENT TO THE AMENDED AND RESTATED HENRY B. GONZALEZ CONVENTION CENTER FOOD AND BEVERAGE SERVICE AGREEMENT AND CONCESSION SERVICES AGREEMENT**

**BETWEEN THE CITY OF SAN ANTONIO AND THE RK GROUP L.L.C.**

This Fourth Amendment to the Amended and Restated Henry B. Gonzalez Convention Center Food and Beverage Service and Concession Services Agreement (hereinafter referred to as this "Fourth Amendment") is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "City") a Texas municipal corporation acting by and through its City Manager pursuant to Ordinance No. 2014-\_\_-\_\_, dated \_\_\_\_\_, 2014 and the RK Group L.L.C. (hereinafter referred to as "Contractor").

**RECITALS**

- A. City and Contractor are parties to that certain Amendment and Restatement of the Henry B. Gonzalez Convention Center Food and Beverage Service and Concession Services Agreement entered into pursuant to Ordinance No. 99968 passed and approved on November 4, 2004 and executed by the Parties on November 10, 2004 (the "Agreement"), as amended.
- B. Prior to the effectiveness of this Fourth Amendment, the Agreement contained certain terms that the Parties now seek to amend through this Fourth Amendment.
- C. All other provisions of the Agreement remain in force.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and adequacy of which are hereby acknowledged, City and Contractor hereby agree as follows:

- 1. **Definitions.** All capitalized terms used in this Fourth Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
- 2. **Amendments.** The Agreement is hereby amended as follows:
  - (A) Section 2.1 of the Agreement is deleted in its entirety and replaced with the following:

2.1 The Term of this Agreement is ten (10) years and eleven (11) months commencing on February 1, 2005 and terminating on December 31, 2015.
  - (B) Section 2.3 is added to the Agreement as follows:

2.3 At the sole discretion of the City, this Agreement may be extended for a period not to exceed six (6) months following the termination date without City Council approval.

4. **Effective Date.** This Fourth Amendment shall be effective November 1, 2014.
5. **No Other Changes.** Except as specifically set forth in Section 2 of this Fourth Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement, as amended by this Fourth Amendment, shall continue in full force and effect, and the Agreement, as amended by this Fourth Amendment, shall be read and construed as one instrument.
6. **Choice of Law.** This Fourth Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
7. **Counterparts.** This Fourth Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this Fourth Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

*Signatures appear on next page.*

IN WITNESS HEREOF, the parties hereto have executed in triplicate originals this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

**CITY OF SAN ANTONIO**  
**Texas Municipal Corporation**

**RK GROUP L.L.C.**  
**Limited Liability Corporation**

\_\_\_\_\_  
Sheryl L. Sculley  
City Manager

\_\_\_\_\_  
Greg Kowalski  
Managing Member

Attest:

\_\_\_\_\_  
Leticia Vacek  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert F. Greenblum  
City Attorney

# **Exhibit “II”**



**THIRD AMENDMENT TO  
FIRST AMENDED AND RESTATED LICENSE AGREEMENT**

**FOR VALUE RECEIVED**, the receipt and sufficiency of which is hereby acknowledged, this Third Amendment to the First Amended and Restated License Agreement (“Third Amendment”) is entered into by the CITY OF SAN ANTONIO, a Texas Municipal corporation (“City”), acting by and through its City Manager pursuant to and duly authorized by Ordinance No. 2014-10-30-\_\_\_\_\_, passed and approved on October 30, 2014, and ARAMARK Sports and Entertainment Services of Texas, LLC (“Licensee”), a Texas Limited Liability Company, acting by and through its duly authorized designated officer.

**BACKGROUND**

A. City and Licensee entered into the First Amended and Restated License Agreement (“Agreement”) pursuant to City of San Antonio Ordinance No. 2008-08-14-0705, passed and approved on August 14, 2008, and as amended by the First Amendment authorized by Ordinance No.2010-05-13-0433, passed and approved on May 13, 2010, and the Second Amendment authorized by Ordinance No. 2014-04-10-0231, passed and approved on April 10, 2014.

B. City and Licensee agree to amend specific provisions of the Agreement as set out in this Second Amendment.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing and the covenants and agreements set forth herein, and intending to be legally bound hereby, the City and Licensee agree as follows:

1. Section 1.2 of the Agreement shall be deleted in its entirety and replaced with the following:

"Agreement Year" shall refer to the period October 1<sup>st</sup> through September 30<sup>th</sup> for every year under this Agreement or portion thereof."

2. Section 3.1 of the Agreement shall be deleted in its entirety and replaced with the following:


“The term of the License Agreement shall be for a period commencing on October 1, 2008 and expiring on February 28, 2016 or upon the effective date of a subsequent contract with a successful respondent to provide of such services. At the sole discretion of the City, this Agreement may be extended for a period not to exceed six (6) months following the termination date without City Council approval.”

Except as otherwise expressly modified hereby, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED AND SIGNED to be effective the 1<sup>st</sup> day of November, 2014.

**CITY OF SAN ANTONIO**

**ARAMARK SPORTS AND ENTERTAINMENT  
SERVICES OF TEXAS, LLC**



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Sheryl Sculley  
City Manager

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Mark Adams  
Vice President & Chief Financial Officer  
Sports & Entertainment

**ATTEST:**

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City Clerk

**APPROVED AS TO FROM:**

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City Attorney