

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 05-11

For the Purpose of Approving the Fourth Amendment to the Concessions and Catering Management Agreement with Aramark/Giacometti Joint Venture, and Authorizing the General Manager to Execute the Fourth Amendment on Behalf of the Commission.

WHEREAS, MERC and Aramark/Giacometti Joint Venture (hereinafter "Aramark") are parties to a Concessions and Catering Management Agreement; and

WHEREAS, the Concessions and Catering Management Agreement grants Aramark exclusive concessions rights in the MERC facilities; and

WHEREAS, the Concessions and Catering Management Agreement defines "concessions" as the sale of food and beverages to patrons of events at the MERC facilities; and

WHEREAS, MERC has opened the Art Bar and Bistro in the New Theater Building at PCPA, and intends to operate the Art Bar and Bistro during events and also on evenings when there are no events scheduled; and

WHEREAS, MERC and Aramark wish to amend the Concessions and Catering Management Agreement to make clear that the concessions rights granted to Aramark include the operation of the Art Bar and Bistro.

BE IT THEREFORE RESOLVED AS FOLLOWS:

1. The Metropolitan Exposition-Recreation Commission approves the Fourth Amendment to the Concessions and Catering Management Agreement in a form substantially similar to the attached Exhibit "A"; and
2. The Metropolitan Exposition-Recreation Commission authorizes the General Manager to execute the Fourth Amendment to the Concessions and Catering Management Agreement on behalf of the Commission.


Passed by the Commission on April 27, 2005.

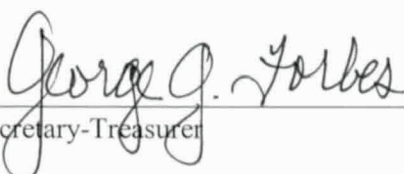

Chair

Approved as to Form:

Daniel B. Cooper, Metro Attorney

By:




Secretary-Treasurer

MERC STAFF REPORT

Agenda item: For the purpose of approving the Fourth Amendment to the Concessions and Catering Agreement with Aramark/Giacometti Joint Venture and authorizing the General Manager to execute on behalf of the Commission.

Resolution No.: 05-11 **Date:** April 27th, 2005 **Presented by:** Robyn Williams

Background:

The current Concessions and Catering Management Agreement with Aramark defines “concessions” as the sale of food and beverages to “patrons of events” at MERC facilities. With the opening of the Artbar and Bistro, food and beverage is now being served to patrons who may not be attending an event. The Artbar and Bistro may also be operating during times when there are no events scheduled.

This resolution makes clear that the concessions rights granted to Aramark include the operation of the Artbar and Bistro.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Staff recommends that the Commission approve Resolution 05-11, the Fourth Amendment to the Concessions and Catering Agreement with Aramark/Giacometti Joint Venture and authorizing the General Manager to execute on behalf of the Commission.

**FOURTH AMENDMENT TO THE
CONCESSIONS AND CATERING MANAGEMENT AGREEMENT**

This Fourth Amendment to the Concessions and Catering Management Agreement (hereinafter "Fourth Amendment") is entered into on this ___ day of _____, 2005 by the Metropolitan Exposition-Recreation Commission (hereinafter "MERC," "Metro ERC," or "Commission") and Aramark/Giacometti Joint Venture ("Concessionaire").

RECITALS

WHEREAS, MERC and Concessionaire are parties to a Concessions and Catering Management Agreement, dated June 16, 1999, and amended on December 19, 2001 by the First Amendment to Food and Beverage Management Services Agreement, further amended on July 1, 2003 by the Second Amendment to the Concessions and Catering Management Agreement, and further amended on February 19, 2004 by the Third Amendment to the Concessions and Catering Management Agreement (as so amended, the "Agreement"); and

WHEREAS, the Agreement provides Concessionaire with certain exclusive concessions and catering rights for the sale of food and beverages to patrons of events in the Metro ERC Facilities; and

WHEREAS, MERC has opened at the Portland Center for the Performing Arts ("PCPA") a restaurant and bar operating under the name of the Art Bar and Bistro, which is open during events and also during time periods when there are no events occurring at the PCPA venues; and

WHEREAS, MERC and Concessionaire would like to amend the Agreement to provide that Concessionaire's exclusive concessions and catering rights for the sale of food and beverages include the right to operate the Art Bar and Bistro during the term of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date.

The effective date of this Amendment is November 4th, 2004.

2. Exclusive Concessions and Catering Rights.

Paragraph 1(F) and paragraph 1(G) of the Agreement are hereby amended as follows:

F. "Concessions" means the sale and all activities supporting, related to, or necessarily incidental to such sale (including catering) of food, beverages (alcoholic and non-alcoholic), candy, and similar products to patrons of events at the Expo, PCPA, and the Convention Center, in an efficient and courteous manner and in a clean and appealing environment. "Concessions" includes the sale and all activities supporting, related to, or necessarily incidental to such sale of food and beverages to patrons of the Art Bar and Bistro. "Concessions" does not mean the sale of food, beverages, candy, and similar products through the use of vending machines. The sale and delivery of food, beverages, candy, and similar products through vending machines is covered under a separate contractual agreement with the Metro ERC and a third party.

G. "Concessions Products" means all food, beverages, candy, and similar products that the Metro ERC directs or allows the Concessionaire to sell to patrons of events at the Expo,

PCPA and Convention Center, excluding vending machines. "Concessions Products" also means all food and beverages that the Metro ERC directs or allows the Concessionaire to sell to patrons of the Art Bar and Bistro.

3. Remaining Terms.

All other terms and conditions of the Agreement and amendments thereto shall remain in full force and effect.

4. Entire Agreement.

The Agreement and this Fourth Amendment contain the complete and exclusive agreement between the parties, and are intended to be a final expression of their agreement. No promise, representation or covenant not included in the Agreement or this Fourth Amendment has been or is relied upon by any party. No modification or amendment of this document shall be in force or effect unless approved by the MERC Commission and the Concessionaire.

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

**ARAMARK/GIACOMETTI JOINT VENTURE
By: ARAMARK Sports and Entertainment
Services, Inc., a partner**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____