

**Amendment to the Food Service Management Agreement**  
**between**  
**The City of Overland Park, Kansas**  
**and**  
**Aramark Sports and Entertainment Services, LLC**

This Amendment (the “**Amendment**”) is made as of October 3, 2011, by and between the City of Overland Park, Kansas (“**City**”) and Aramark Sports and Entertainment Services, LLC, a Delaware limited liability company (hereinafter referred to as “**Contractor**”).

**WHEREAS**, City and Contractor entered into a Food Service Management Agreement commencing on December 1, 2008 (the “**Original Agreement**” and with the Amendment, the “**Agreement**”) whereby City engaged Contractor to provide certain services to City under the terms and conditions set forth in the Agreement; and

**WHEREAS**, the parties now wish to amend the Original Agreement to extend the term and to provide for the delivery of additional services by the Contractor, as herein provided.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained herein, the parties agree to be legally bound as follows:

1. Section 3 of the Original Agreement, TERM AND TERMINATION, shall be amended and restated to read as follows:

The term of the Agreement, as extended, shall be for an initial period of three (3) years commencing on December 1, 2008 and an additional period of two (2) years and one (1) month commencing on December 1, 2011 (as extended, the “**Operating Term**”). This Agreement shall terminate on December 31, 2013 unless sooner terminated as provided herein. This Agreement may be earlier terminated only as provided in Sections 13 and 14 hereof.

2. New Section 27, EVALUATION OF CITY FOOD SERVICE OPERATIONS, shall be added to the Original Agreement, as follows:

Contractor shall provide, at its own cost, an evaluation of City food service operations within the first twelve (12) months of execution of this Amendment at the following locations:

- Golf Courses: Sykes/Lady, Westlinks, and St. Andrews Golf Courses
- City Pools: Bluejacket, Stonegate, Tomahawk Ridge Aquatic Center, Young’s, Marty, and Roe.
- Overland Park Soccer Complex
- Deanna Rose Children’s Farmstead
- Overland Park Arboretum

The evaluation shall include for each location:

1. Historical background of food service
2. Description of existing service and products
3. Plant operations and maintenance services
4. Janitorial/cleaning services
5. Summary and assessment of management and operations
6. Marketing research

7. Beverage pouring rights and recommendation
8. Financial projections
9. Legal requirements to be considered for each location
10. Economic and operational feasibility to determine service delivery options, including potential outsourcing options

The City shall provide Contractor with required data, if reasonably available, as needed for the completion of the study. Following presentation of its findings to the City, both parties will, in good faith, evaluate and determine whether (a) Contractor's services regarding these venues should be expanded (including terms regarding compensation, if any, to Contractor with respect to such expanded services) or (b) Contractor's obligations under this Section 27 have been fulfilled and no further action will be required with respect to the same.

3. City and Contractor each acknowledge and agree that as of the date of this Amendment, Contractor's obligation to provide the investment as set forth in Section 2.5 of the Original Agreement (the "**Investment**") has been satisfied in full and no further funds with respect to the Investment is required by or from Contractor under the terms of the Agreement (including this Amendment). For purposes of clarity, all of the terms and conditions set forth in the Original Agreement regarding the scheduled amortization of the Investment (and related termination payment obligations and treatment as an allowable expense) shall remain in full force and effect, unmodified hereby.
4. Except as otherwise provided in this Amendment, the provisions of the Original Agreement remain in full force and effect and are hereby ratified, approved, confirmed and incorporated herein. If and to the extent there shall be any inconsistency between the terms of said Original Agreement and this Amendment, the terms of this Amendment shall control

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Food Service Management Agreement to be executed by their respective, duly authorized officers as of the day and year first above written.

THE CITY OF OVERLAND PARK

By: \_\_\_\_\_  
Carl Gerlach, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Marian Cook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Santos, City Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
Kathryn P. Peters, Kutak Rock LLP

