

Dane County Contract Cover Sheet

RES 199
Significant

Dept./Division	Alliant Energy Center
Vendor Name	Centerplate
Vendor MUNIS #	10652
Brief Contract Title/Description	COVID-19 related adjustments to the food, beverage and merchandise services contract at the Alliant Energy Center
Contract Term	09/08/20 - 06/30/27
Total Contract Amount	\$ \$800,000 minimum per year, except for 2020

Contract # <small>Admin will assign</small>	11656A
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)		
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	AECXXXX	Obj Code	84083	Amount	\$ 1,658,000
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code	21809	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				Res #	199
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	9/21/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Brent Kyzer-McHenry	Name	Scott Recob
Phone #	608.267.3982	Phone #	608.661.0525
Email	McHenry.Brent@alliantenergycenter.com	Email	Scott.Recob@centerplate.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	2187 Atlantic Drive Stamford, CT 06902

Certification:	
The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	William Franz	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	9/21/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	9/21/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, September 21, 2020 11:31 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #11656A
Attachments: 11656A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/21/2020 2:00 PM	Approve: 9/21/2020 2:01 PM
	Clow, Carolyn		Approve: 9/21/2020 11:42 AM
	Gault, David	Read: 9/21/2020 2:06 PM	Approve: 9/21/2020 2:08 PM
	Lowndes, Daniel	Read: 9/21/2020 11:32 AM	Approve: 9/21/2020 11:33 AM
	Stavn, Stephanie	Read: 9/21/2020 1:40 PM	

Contract #11656A
Department: Alliant Energy Center
Vendor: Centerplate
Contract Description: COVID-19 related adjustments to the food, beverage & merchandise services contract at the AEC (RES 199)
Contract Term: 9/8/20 – 6/30/27
Contract Amount: \$1,658,000

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 362, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

AUTHORIZING A CONTRACT ADDENDUM BETWEEN THE ALLIANT ENERGY CENTER OF DANE COUNTY AND CENTERPLATE

The Alliant Energy Center has an exclusive onsite food and beverage agreement with Centerplate that expires on June 30, 2025. As a result of the COVID-19 pandemic and its impact on business at the Alliant Energy Center, both parties wish to amend that agreement to extend the term through June 30, 2027, waive the Annual Minimum Commission Guarantee for calendar year 2020, adjust the Commission Schedule and Capital Reserve Fund contributions until business returns to 85% of the level generated prior to the pandemic, waive the Advertising and Marketing contribution for July 1, 2020, and adjust the depreciation term of Centerplate's Capital Investment.

NOW, THEREFORE BE IT RESOLVED, that the contract addendum with Service America Corporation d/b/a Centerplate, 2187 Atlantic Dr, Stamford, CT 06902 is hereby approved.

BE IT FINALLY RESOLVED, that the County Executive and County Clerk are authorized to sign the lease addendum.

ADDENDUM TO PURCHASE OF SERVICE AGREEMENT

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane ("County") and Service America Corporation. d/b/a Centerplate ("Centerplate")

WITNESSETH:

WHEREAS County and Centerplate, by a separate document (hereinafter, the "Master Agreement") entitled Purchase of Service Agreement, dated November 12, 2013, have previously entered into a contractual relationship pursuant to which Centerplate provides concession services to County at the Alliant Energy Center ("Center"), and

WHEREAS as a result of the COVID 19 pandemic and its result upon business at the Alliant Energy Center, the parties wish to amend the Master Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The initial term of the agreement set forth in Paragraph 3 of the Master Agreement is extended two years until June 30, 2027.
3. For purposes of this addendum the following definitions shall apply:
 - a) "Reopening date" shall mean the date on which the Center reopens for business to the general public on a continuous basis after March 12, 2020.
 - b) "Recovery Phase" shall mean the period of time between the Reopening Date and such time when business activity at the Center, on an annualized basis, returns to within 85% of the business activity generated in the previous year prior to March 12, 2020.
4. The Annual Minimum Commission Guarantee set forth in Schedule 3 of the Master Agreement is suspended for the calendar year 2020 and the duration of the Recovery Phase.
5. The Advertising and Marketing Program contribution for July 1, 2020, set forth in Schedule 3 of the Master Agreement is waived.


6. During the Recovery Phase, Centerplate's contribution to the Capital Reserve Fund set forth in Schedule 3 to the Master Agreement is amended from 1.5% of monthly total Adjusted Gross Receipts to 1%.

7. During the Recovery Phase, the Commission Schedule set forth in Schedule 3 of the Master Agreement is amended as follows: all commission rates will be modified by multiplying the rate by the Percentage Change in the Annual Gross Receipts as illustrated in Exhibit A.

8. The schedule of depreciation for the Capital Investment set forth in Paragraph 7.8d is suspended effective March 12, 2020 and until the expiration of the Recovery Phase. The depreciation period will be restated to expire on June 30, 2027.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands as of the dates set forth below.

CENTERPLATE



Hadi Monavar
Executive Vice President
and Chief Financial Officer

9/8/2020

Date Signed

COUNTY

Joseph T. Parisi
County Executive

Date Signed

Exhibit A Commission Credit

\$ in thousands, unless indicated otherwise

Example is presented only to illustrate methodology of calculation and does not establish expectation of actual results

For illustration purposes only			Comments
Annual Adjusted Gross Receipts			
Pre COVID-19	\$	5,375	2019 Actual Gross Receipts
Post COVID-19	"A"	4,569	Estimated Full Year Gross Receipts @ 85% of 2019 Actuals
Percentage Change	"B"	-15.0%	
Commission			
Pre COVID-19 Commission Rate	"C"	36.0%	Blended Rate
Adjustment	"D"	-5.4%	"B times C"
Effective Client Commission Rate		30.6%	"C minus D"
Commission Credit	\$	(247)	"A times D"