

Agenda Item # C – 9

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: Approval and authorization for the Village Manager to execute the “Fifth Addendum to Food and Beverage Services Agreement” between the Village and Seeds Café, LLC, to provide for the lease of 155 square feet of storage room space for an additional monthly fee.

ISSUE: The Fifth Addendum allows for the rental and use of 155 square feet of storage room space in Building A at Veterans Park for an additional monthly rent in the amount of Seventy-Five Dollars (\$75.00) for the space, beginning April 1, 2025 and continuing through the term of the current Agreement with no additional changes to the terms or conditions of the Agreement as stated therein.

RECOMMENDED ACTION: Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
Director of Parks	Approval:	Date:	Action:
And Recreation		3/20/25	

FIFTH ADDENDUM TO FOOD AND BEVERAGE SERVICES AGREEMENT

THIS FIFTH ADDENDUM TO FOOD AND BEVERAGE SERVICES AGREEMENT ("Fifth Addendum") is hereby entered into this ____ day of March, 2025, effective April 1, 2025, by and between the Village of Royal Palm Beach, a municipal corporation, ("Village") having its principal office located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411; and Seeds Café, LLC, a Florida profit corporation having its principal place of business address at 160 Parkwood Drive, Royal Palm Beach, Florida, 33411 ("Consultant").

WHEREAS, the Village and Consultant entered into a Food and Beverage Services Agreement ("Agreement") on September 11, 2020 with an initial term expiring on September 30, 2022; and

WHEREAS, the Agreement provides that the Village has the option of extending the Agreement for four (4) additional one-year periods on the same terms and conditions, with such extension required to be in the form of a written amendment to the Agreement executed by both parties; and

WHEREAS, the Village and Consultant entered into a First Addendum to Food and Beverage Services Agreement ("First Addendum") on December 29, 2021 to postpone the start date of the Agreement; and

WHEREAS, the Village and Consultant entered into a Second Addendum to Food and Beverage Services Agreement ("Second Addendum") on September 20, 2022 to provide the first one-year renewal extending the term of the Agreement to run from October 1, 2022 until October 1, 2023; and

WHEREAS, the Village and Consultant entered into a Third Addendum to Food and Beverage Services Agreement ("Third Addendum") on August 30, 2023 to provide the second one-year renewal extending the term of the Agreement to run from October 1, 2023 until October 1, 2024; and

WHEREAS, the Village and Consultant entered into a Fourth Addendum to Food and Beverage Services Agreement ("Fourth Addendum") on July 12, 2024 to provide the third one-year renewal extending the term of the Agreement to run from October 1, 2024 until October 1, 2025; and

WHEREAS, the Consultant has requested use of 155 square feet of storage room space in Building A at Veterans Park and has agreed to pay additional monthly rent in the amount of Seventy-Five Dollars (\$75.00) for the space, beginning April 1, 2025 and continuing through the term of the current Agreement.

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Village and Consultant agree as follows:

Section 1: Section 4 of the Agreement is hereby modified and hereinafter shall read as follows:

4. Payments: The VENDOR agrees to pay VILLAGE **\$300.00 + 7% tax (\$21.00) = \$321.00** on the 1st day of each month commencing on September 1, 2021 until October 1, 2022. VENDOR also shall submit to the VILLAGE all advance rent payments and damage deposits required in "Composite Exhibit A." Beginning April 1, 2025 and continuing through the term of the current Agreement, VENDOR agrees to pay VILLAGE an additional monthly rental fee of Seventy-five Dollars (\$75.00) for rental of the 155 square feet of storage room space located in Building A at Veterans Park.

Section 2: All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect.

Section 3: This Fifth Addendum shall be attached to the current Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the parties have executed this Fifth Addendum on the date set forth above.

WITNESSES:

By: _____

Print Name: _____

SEEDS CAFÉ, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Print Name: _____

VILLAGE OF ROYAL PALM BEACH

By: _____

Print Name: _____

Title: _____

Date: _____