

Agenda Item # C - 5

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO EXECUTE THE FIRST ADDENDUM TO AGREEMENT FOR ICE CREAM VENDOR SERVICES, VETERANS PARK BETWEEN THE VILLAGE AND KOOL RUNNINGS, LLC TO REVISE THE START DATE OF THE AGREEMENT AND MONTHLY LEASE PAYMENTS FROM JULY 1, 2022 TO OCTOBER 1, 2022

ISSUE: The Village entered into an Agreement for Ice Cream Vendor Services, Veterans Park with Kool Runnings, LLC on July 5, 2022, effective as of July 1, 2022. There have been delays in the delivery of equipment, which has prevented the vendor from commencing ice cream vending services.

The Village and Kool Runnings, LLC, therefore, have agreed to revise the start date of the Agreement and resulting monthly lease payments from July 1, 2022 to October 1, 2022. All other terms of the Agreement shall remain the same.

RECOMMENDED ACTION: Staff recommends approval.

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|-------------------------------------|-----------------|---------|-----------------|
| Initiator: | Village Manager | Agenda | Village Council |
| Lou Recchio | Approval: | Date: | Action: |
| Director of Parks and Recreation | | 8/18/22 | |

**FIRST ADDENDUM TO AGREEMENT FOR ICE CREAM VENDOR
SERVICES, VETERANS PARK**

THIS FIRST ADDENDUM to the above-referenced Agreement is made and entered into this ____ day of August, 2022, effective as of October 1, 2022, by and between the Village of Royal Palm Beach, a municipal corporation, hereinafter referred to as the “Village”, and Kool Running’s, LLC, a limited liability corporation, hereinafter referred to as “the Vendor.”

WHEREAS, the Village and the Vendor entered into an Agreement for Ice Cream Vendor Services, Veterans Park on July 5, 2022, effective July 1, 2022 (the “AGREEMENT”); and

WHEREAS, the AGREEMENT stated that the Vendor was to begin providing services and making monthly payments to the Village on July 1, 2022; and

WHEREAS, the Vendor was unable to begin providing services on July 1, 2022 due to delays in the delivery of required equipment; and

WHEREAS, the Village and the Vendor have agreed to revise the start date of the agreement and payments due to the Village under the AGREEMENT in order to be fair and equitable given the delivery delays.

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

SECTION 1: Section 1 of the AGREEMENT is hereby modified and hereinafter shall read as follows:

1. **Terms:** Village and *VENDOR*, both hereby agree to enter into an agreement for the provision of *Ice Cream Vendor Services* within Market Building in Veterans Park in accordance with the Village Proposal Specifications attached hereto as Exhibit “A”. This agreement will commence on October 1, 2022 and end on June 30, 2024. Additionally, this Agreement may be renewed and extended for four (4) additional one (1) year terms for the same amount of monthly compensation as stated below in paragraph 4, upon written agreement of both parties. If the Agreement is extended into Renewal Terms, then the *VENDOR* shall replenish the advanced rent deposits to the Village as required by Exhibit “A” prior to commencement of the applicable Renewal Term.

SECTION 2: Section 4 of the AGREEMENT is hereby modified and hereinafter shall read as follows:

4. **Payments:** The *VENDOR* agrees to pay Village a total of ~~\$321.00~~ (\$300.00 base amount + 7% tax (\$21.00)) on the 1st day of each month commencing on

October 1, 2022 until June 30, 2024. VENDOR shall also submit to the Village all advance rent payments and damage deposits required in composite Exhibit "A".

SECTION 3: This First Addendum shall be attached to the current AGREEMENT which was entered into by and between the Village and the Vendor on July 5, 2022, and shall become a part thereof. All other Sections of the AGREEMENT shall remain in full force and effect as set forth in the AGREEMENT and there shall be no changes to the AGREEMENT with the exception of those items specifically set forth in this First Addendum.

Further, the parties agree as follows:

- A. This First Addendum may be modified only by the mutual and written consent of both parties.
- B. If any provision or any portion contained in this First Addendum is held unconstitutional, invalid or unenforceable, the remainder of this First Addendum, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

WITNESSES:

VILLAGE OF ROYAL PALM BEACH

By: _____
Raymond C. Liggins, P.E.,
Village Manager

ATTEST:

(SEAL)

Diane DiSanto, Village Clerk

WITNESSES:

KOOL RUNNING'S, LLC

By: _____
Gerald Brown, Manager