

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM: Approval and authorization for the Village Manager to execute the “First Addendum to Independent Contractor Agreement” between the Village and POTTC Events, to provide for an additional one (1) year term beginning October 25, 2019 and ending October 25, 2020.**

**ISSUE:** The First Addendum renews and extends the existing agreement for one (1) year starting October 25, 2019 and ending October 25, 2020 with no additional changes to the terms or conditions of the Agreement as stated therein.

**RECOMMENDED ACTION:** Staff recommends approval.

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<b>Initiator:</b>	<b>Village Manager</b>	<b>Agenda</b>	<b>Village Council</b>
	<b>Approval:</b>	<b>Date:</b>	<b>Action:</b>
<b>Director of Parks And Recreation</b>		<b>August 15, 2019</b>	

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## **FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT**

THIS FIRST ADDENDUM to the above-referenced Agreement is made and entered into this \_\_\_ day of August, 2019, effective October 25, 2019, by and between the Village of Royal Palm Beach, a municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411, organized in accordance with the laws of Florida, hereinafter referred to as the “**VILLAGE**”, and POTTTC Events, whose address is 1128 Royal Palm Beach Boulevard, Suite 169, Royal Palm Beach, Florida 33411, hereinafter referred to as “**CONTRACTOR**”.

WHEREAS, the **VILLAGE** and **CONTRACTOR** entered into an Independent Contractor Agreement for the provision of programs/services/classes/activities and other related services through the Village’s Parks and Recreation Department effective October 25, 2016 (the “Agreement”); and

WHEREAS, the Agreement provided that the initial term ending on October 25, 2019 could be renewed and extended for two (2) additional one (1) year terms upon written agreement of both parties; and

WHEREAS, the **VILLAGE** and the **CONTRACTOR** agree to renew the Agreement for an additional one (1) year term by entering into this First Addendum to Independent Contractor Agreement (the “First Addendum”).

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

SECTION 1: Section 1. of the Agreement is hereby amended as follows:

The **CONTRACTOR** shall provide on a continuing basis certain programs/services/classes/activities and such other related services as may be required by the **VILLAGE**, which shall be specifically authorized by the **VILLAGE** and set forth in a specific Scope of Services. Each such specific scope of services and authorization shall be referred to as a Independent Contractor Agreement (“ICA”). Each ICA shall be designated as Exhibit “A”, attached hereto, and incorporated herein by reference as part of this Agreement. Each ICA form will be numbered consecutively and will set forth a specific program/service/class/activity to be performed by the **CONTRACTOR**, a total amount of compensation to be paid to the **CONTRACTOR**, and the term of the specific program/service/classes/activity addressed in the subject ICA.

~~The term of this Agreement shall be for a period of three (3) years with additional two (2) one (year) terms upon agreement of both parties, commencing on the effective date outlined above, unless terminated earlier in accordance with paragraph 13.~~

This Agreement is hereby extended for an additional one (1) year term beginning on October 25, 2019 and ending on October 25, 2020. This agreement may be renewed and extended for one (1) final one (1) year term, unless terminated in accordance with paragraph 13, upon agreement by both parties.

SECTION 2. This First Addendum shall be attached to the current Agreement 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.

**[SIGNATURE PAGES BELOW]**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**VILLAGE OF ROYAL PALM BEACH**

By: \_\_\_\_\_  
**Raymond Liggins, P.E., Village Manager**

ATTEST:

\_\_\_\_\_  
Diane DiSanto, Village Clerk

(SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**INDEPENDENT CONTRACTOR**

By: \_\_\_\_\_  
**Kathryn J. Gilbert**

(SEAL)