

Agenda Item #: C - 3

**VILLAGE OF ROYAL PALM BEACH
AGENDA ITEM SUMMARY**

AGENDA ITEM: Approval and authorization for the Village Manager to execute the First Addendum to the Food and Beverage Services Agreement with Seeds Café, LLC, to postpone the commencement date of the agreement in response to COVID-19 to September 1, 2021.

ISSUE: The Village entered into a Food and Beverage Services Agreement with Seeds Cafe, LLC on September 11, 2020 for the provision of food and beverage services at Veterans Park, to commence on September 1, 2020 with an initial term of four (4) years with optional renewal terms. As a result of COVID-19, the Vendor did not open the café at Veterans Park until September 1, 2021. The Village and Vendor desire to amend the agreement to postpone commencement of the term of the agreement until September 1, 2021. Vendor's security deposit has been applied to the required monthly payments for September-November 2021. Vendor shall, as part of the First Addendum, be required to provide the Village with a new security deposit in the amount of \$963.00 within thirty (30) days of the date of the First Addendum. Aside from the above, there are no other changes to the scope of work or compensation for the provision of food and beverage services at Veterans Park.

RECOMMENDED ACTION: Staff recommends approval.

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Stanley G. Hochman Finance Director		December 16, 2021	

FIRST ADDENDUM TO FOOD AND BEVERAGE SERVICES AGREEMENT

THIS FIRST ADDENDUM TO FOOD AND BEVERAGE SERVICES AGREEMENT (“First Addendum”) is hereby entered into this ____ day of December, 2021, effective as of September 1, 2021, 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 limited liability company having its principal address at 160 Parkwood Drive, Royal Palm Beach, Florida, 33411 (“Vendor”).

WHEREAS, the Village and Vendor entered into a Food and Beverage Services Agreement (“Agreement”) for the provision of food and beverage services at Veterans Park on September 11, 2020; and

WHEREAS, as a result of the novel coronavirus (“COVID-19”) and the resulting and continued closure of facilities at Veterans Park, the Village and Vendor agree to postpone the start date for this Agreement.

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Village and 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 **Food and Beverage Services** within the corporate limits of the Village in accordance with the Village Proposal Specifications attached hereto as Exhibit A. This agreement will commence on September 1, 2021 and will end on September 30, 2022. Additionally, this Agreement may be renewed and extended for four (4) additional, one (1) year terms for the same amount of monthly compensation, **\$300.00 + 7% tax (\$21.00) = \$321.00** as stated below in paragraph 4, upon written agreement of both parties. If the Agreement is extended into Renewal Terms, the VENDOR shall replenish the advanced rent deposits to the Village as required by “Composite Exhibit A” prior to commencement of the applicable Renewal Term.

VENDOR’S security deposit in the amount of \$963.00 has been applied as the monthly compensation required for September, October and November 2021. VENDOR shall provide a new security deposit to the Village in the amount of \$963.00 within thirty (30) days of the date of this First Addendum.

The Village and Vendor hereby reaffirm their rights and obligations under the Agreement as

modified by this First Addendum. In the event of a conflict or ambiguity between the Agreement and this First Addendum, the terms and provisions of this First Addendum shall control. This First Addendum shall be attached to the 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.

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

WITNESSES:

By: _____

Print Name: _____

SEEDS CAFE, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Print Name: _____

VILLAGE OF ROYAL PALM BEACH

By: _____

Print Name: _____

Title: _____

Date: _____