

Agenda Item # 04A

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 **SWEETCRAVINGS CAFE, LLC**, TO POSTPONE THE COMMENCEMENT DATE OF THE AGREEMENT IN RESPONSE TO COVID-19 TO JANUARY 1, 2021, OR WHENEVER COMMONS PARK OPENS AT FULL CAPACITY, WHICHEVER OCCURS FIRST.

**ISSUE:** The Village entered into a Food and Beverage Services Agreement with Sweetcravings Cafe, LLC on May 1, 2020, to commence on September 1, 2020 with an initial term of four (4) years with optional renewal terms. Facilities at Commons Park have, and continue to be, shut down as a result of COVID-19. The Village and Vendor desire to postpone commencement of the agreement until January 1, 2021 or whenever Commons Park opens at full capacity, whichever occurs first. Aside from the postponement, there are no other changes to the scope of work or compensation for the provision of food and beverage services at Commons Park.

**RECOMMENDED ACTION:** Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
Director of Parks and Recreation	Approval:	Date:	Action:
		8-20-20	

## **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 August, 2020, effective immediately, 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 Sweetcravings Cafe, LLC, a limited liability company having its principal address at 107 Nottingham Road, 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 Commons Park on May 1, 2020; and

WHEREAS, as a result of the novel coronavirus (“COVID-19”) and the resulting and continued closure of facilities at Commons 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 January 1, 2021, or whenever Commons Park reopens at full capacity, whichever occurs first, and will end on the 30<sup>th</sup> day of September, 2022. Additionally, this Agreement may be renewed and extended for Four (4) additional, one (1) year terms for the same amount of monthly compensation, \$750.00 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.

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: \_\_\_\_\_

**SWEETCRAVINGS CAFE, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**VILLAGE OF ROYAL PALM BEACH**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_