

**VILLAGE OF ROYAL PALM BEACH**

Agenda Item Summary

**AGENDA ITEM: Ratification of the First Addendum to Lease Agreement between the Village of Royal Palm Beach and Verdex Construction, LLC, for the continued use of unoccupied space within the David B. Farber building for storing construction materials to be used in the Village Hall construction.**

**ISSUE:** The Village Council approved the Lease Agreement with Verdex Construction, LLC on January 19, 2023 for the use of approximately 1,620 square feet of unoccupied space within the David B. Farber building for storing construction materials (e.g., doors, electrical equipment, etc.) to be used in the Village Hall construction (EN2104 & EN2105).

The Agreement expired on May 19, 2023. Given the estimated completion date of the new Village Hall, Verdex requested extension of the Agreement for an additional month.

Staff is requesting Village Council ratification of the First Addendum to Lease Agreement which extended the expiration of the Agreement from May 19, 2023 to July 13, 2023 with further authorization for the Village Manager to provide an additional thirty (30) days beyond that date, or through August 13, 2023, if needed.

**RECOMMENDED ACTION: Motion to Approve**

<b>Initiator</b>	<b>Village Manager Approval</b>	<b>Agenda Date</b>	<b>Village Council Action</b>
<b>Village Engineer</b>		<b>6/15/23</b>	

## FIRST ADDENDUM TO LEASE AGREEMENT

THIS FIRST ADDENDUM TO LEASE AGREEMENT (the "First Addendum") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, effective May 20, 2023, 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, hereinafter referred to as the "Village", and Verdex Construction, LLC, a Florida limited liability company with offices located at 1545 Centrepark Drive, West Palm Beach, Florida 33410, hereinafter referred to as "Verdex".

WHEREAS, the Village and Verdex entered into a Lease Agreement ("Agreement") for the lease of 1,620 square feet of unoccupied space within the David B. Farber building for material storage on January 19, 2023, with a term expiring May 19, 2023; and

WHEREAS, the parties desire to extend the term of the Agreement until for an additional two months until July 13, 2023.

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

SECTION 1: The foregoing recitals are true and correct and are hereby incorporated into this First Addendum as if fully set forth in this Section 1.

SECTION 2: Section 2. of the Agreement is hereby repealed in its entirety and is replaced with the following:

2) **COMMENCEMENT; TERM:** This Lease Agreement shall commence on the 19<sup>th</sup> day of January, 2023, the effective date of this Lease Agreement, and shall be valid until July 13, 2023 (the "Term"), unless terminated earlier as provided for herein. The Village Manager is further authorized to allow for an additional thirty (30) day extension beyond the Term, or until August 13, 2023, by mutual agreement of the Parties through written addendum. Should the Tenant fail to vacate the Leased Premises at the expiration of the Term, the Tenant shall be subject to a monthly penalty in the amount of two times the monthly rent, or Three Thousand Two Hundred Forty Dollars (\$3,240.00) for each month the Tenant continues to occupy the Leased Premises.

Further, the parties agree as follows:

- A. All other text and exhibits contained in the original Agreement shall remain in full force and effect unchanged and shall be applicable to this First Addendum. The original Agreement shall be appended to this First Addendum for such purposes.

- B. This First Addendum may be modified only by the mutual and written consent of both parties.
- C. 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 Liggins, P.E., Village Manager

ATTEST:

(SEAL)

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

WITNESSES:

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

**VERDEX CONSTRUCTION, LLC**

By:\_\_\_\_\_  
Rex B. Kirby, President & Manager