

RESOLUTION 70-11-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE TOWN AND STRATEGIC MARKETING FOR THE PROVISION OF PROFESSIONAL SERVICES TO THE TOWN OF LAKE PARK AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations and other persons; and

WHEREAS, the Town solicited proposals for the provision of marketing services to the Town of Lake Park (excluding the Community Redevelopment Agency area); and

WHEREAS, the Town selected Strategic Marketing LLC to provide the services solicited; and

WHEREAS, the Town entered into a contract with Strategic Marketing LLC for it to provide professional services; and

WHEREAS, the Town Commission has determined that it is in the Town’s best interest to amend the contract with Strategic Marketing and extend the services it receives on a month-to-month basis.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Commission hereby authorizes and directs the Town Manager to execute an amendment to the contract with Strategic Marketing for the

provision of professional services to the town associated with the implementation of the marketing strategies provided in Strategic Marketing's initial proposal. The amendment to the contract is incorporated herein by reference.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Michaud who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> — </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution No. 70-11-21 duly passed and adopted this 17 day of November, 2021.


TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**FIRST AMENDMENT TO CONTRACT BETWEEN THE
TOWN OF LAKE PARK AND STRATEGIC MARKETING**

THIS FIRST AMENDMENT TO THE CONTRACT between the Town of Lake Park (hereinafter referred to as "Town"), whose address is 535 Park Avenue, Lake Park, Florida 33403, and Strategic Marketing LLC (hereafter referred to as "Contractor"), whose address is 8895 North Military Trail, Suite B202, Palm Beach Gardens, Florida 33410.

WHEREAS, the Town is a municipality with those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town has previously entered into a contract with the Contractor whereby the Contractor is obligated to provide the Town with certain marketing and crisis communication services (the Contract); and

WHEREAS, a copy of the Contract is attached hereto as Exhibit "A" and made a part thereof; and

WHEREAS, the Contract provided that it could be amended upon the mutual approval of the parties; and

WHEREAS, the Town and Contractor have agreed to amend the Contract to extend the term set forth therein on a month to month basis until such time as either party gives notice to the other party of its desire to terminate the Contract.

WHEREAS, all of the other terms contained in the Contract shall remain applicable.

NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

6. CONTRACT TERM

Section 6 of the Contract is hereby amended as follows:

The terms of the Contract between the Town and Contractor shall remain in effect on a month to month basis until such time as either party gives notice to the other party of its desire to terminate the Contract.

7. TERMINATION

Either party may terminate the Contract by providing the other party 30 days advance written notice of its intention to do so. The non-notifying party may waive notice and the Contract shall be considered to have been terminated upon the non-notifying party's waiver.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Contract on this 17 day of November, 2021.

ATTEST:

TOWN OF LAKE PARK

By: Vivian Mendez
Vivian Mendez, Town Clerk



By: Michael O'Rourke
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Thomas J. Baird
Thomas J. Baird, Town Attorney

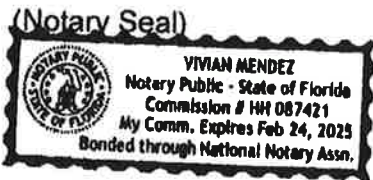
CONTRACTOR:
STRATEGIC MARKETING LLC

By: Terry Murphy on behalf of
Terry Murphy, as President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of November, 2021 by Brittany White of Strategic Marketing LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced Drivers license as identification.



Vivian Mendez
Notary State of Florida

Printed Name: Vivian Mendez