RESOLUTION NO. 29-09-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE TOWN OF LAKE PARK, FLORIDA, AND THE BURT REYNOLDS INSTITUTE FOR FILM AND THEATRE, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter "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 and the Burt Reynolds Institute for Film and Theatre, Inc. ("BRIFT") entered into a License Agreement on February 17, 2016, to enable BRIFT to use a portion of the Lake Park Town Hall (the "Premises") for its acting and film training activities, and on April 6, 2016 entered into an Amendment to the License Agreement between the Town and BRIFT; and

WHEREAS, BRIFT has requested a second amendment to the License Agreement to change the term of the License Agreement to provide that it be extended to December 31, 2016; and, to provide that BRIFT pay a lump sum fee of $500.00 to the Town to enable the Town to recover its costs for providing Town personnel to be present at all times during BRIFT's use of the Premises; and

WHEREAS, the Town Commission has reviewed the provisions of the Second Amendment to the License Agreement and has determined that it is in the best interest of the Town to authorize and direct the Mayor to execute such Amendment.

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

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute the Second Amendment to the License Agreement between the Town of Lake Park, Florida and the Burt Reynolds Institute for Film and Theatre, Inc., a copy of which is attached hereto and incorporated herein as **Exhibit A.**

Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner O'Rourke, who moved its adoption. The motion was seconded by Commissioner Lynch and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	✓	
VICE-MAYOR KIMBERLY GLAS-CASTRO	Absent	
COMMISSIONER ERIN FLAHERTY	✓	
COMMISSIONER ANNE LYNCH	✓	
COMMISSIONER MICHAEL O'ROURKE	✓	

The Town Commission thereupon declared the foregoing Resolution NO. 29-09-16 duly passed and adopted this 7 day of September, 2016.

TOWN OF LAKE PARK, FLORIDA

BY: _____
JAMES DUBOIS
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK SEAL FLORIDA

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

EXHIBIT A

SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE TOWN OF LAKE PARK, FLORIDA AND THE BURT REYNOLDS INSTITUTE FOR FILM AND THEATRE, INC.

THIS AMENDMENT TO THE LICENSE AGREEMENT, made this 7 day of September, 2016, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter referred to as "Town", and the Burt Reynolds Institute for Film and Theatre, Inc., a Florida not-for-profit corporation, hereinafter referred to as "BRIFT".

WITNESSETH THAT:

WHEREAS, the TOWN has previously entered into a License Agreement with BRIFT, to provide BRIFT with the use of certain office space and a stage which is located in the Mirror Ballroom (the Premises) both of which are located within the Town Hall; and

WHEREAS, the parties desire to amend Section 3, of the License Agreement as to the Term of the license granted to BRIFT for its use of the Premises; and

WHEREAS, the parties also desire to amend Section 7 of the License Agreement pertaining to the fee the Town will charge BRIFT to recover the Town's cost of providing staff for its use of the Premises.

NOW THEREFORE, the TOWN and BRIFT in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. **Section 3.** **Term**

The Term of this License shall be extended to December 31, 2016. ~~for one year for or commencing upon the date of the last execution of this License by the parties. The annual term notwithstanding this License shall automatically renew on its anniversary date for successive one year terms unless either party provides written notice of termination of~~

~~this License at least thirty days before the expiration date.~~

Section 7. Facilities Manager.

BRIFT shall designate a Facilities Manager who shall be on the Premises at all times during BRIFT'S use of the Premises. The ~~designated~~ Facilities Manager shall be responsible for monitoring all use of the Premises and shall ensure that the Mirror Ballroom stage (both front stage and back stage) and floor are swept clean, and clear of any items after each use. The Facilities Manager shall also ensure that all restroom toilets are flushed and that all rubbish and trash are properly removed from the Premises at the end of each day of the use of the Premises ~~is used~~. BRIFT shall pay a lump sum fee of $500 to the Town to enable the Town to recover its costs for providing town personnel to be present at all times during BRIFT'S use of the Premises. ~~Additionally, BRIFT shall pay the Town for a Town staff member to be present at all times during its use of the Premises. The staff fee which shall be paid to the Town by BRIFT for having a Town staff member present during its use of the Premises shall be $15.00 per hour.~~

2. All other terms and conditions of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Amendment to the License Agreement.

Signed and Sealed in the presence of:

TOWN OF LAKE PARK, FLORIDA

By: _____
Printed Name: James DuBois
Title: Mayor

ATTEST:

_____
Vivian Mendez, Town Clerk
(SEAL)

TOWN OF LAKE PARK SEAL FLORIDA

Approved as to legal form and sufficiency

_____
Town Attorney

BURT REYNOLDS INSTITUTE OF FILM AND THEATRE, INC.
A Florida non-profit corporation

By: _____
Printed Name: _____
Title: _____

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