

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 684

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING A "THIRD AMENDMENT" TO THE AGREEMENT BETWEEN THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND M & M LAWN CARE, LLC FOR THE INCLUSION OF ADDITIONAL MAINTENANCE SERVICES; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency ("MCRA") hereby approves the "third amendment" to the Agreement between the MCRA and M & M Lawn Care, LLC for routine maintenance of bus shelters, to provide for additional maintenance services for the MCRA property located at 6030 N.W. 9th Street, Margate, Florida, a copy of which is attached as Exhibit "A."

SECTION 2: That the Chair is hereby authorized and directed to execute said "Third Amendment" on behalf of the Margate Community Redevelopment Agency, a copy of which is attached hereto and specifically made a part of this Resolution as Attachment "A."

SECTION 2: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 11th day of May, 2022



Chair Tommy Ruzzano

RECORD OF VOTE

Simone YES

Arserio YES

Schwartz YES

Caggiano YES

Ruzzano YES

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE MARGATE
COMMUNITY REDEVELOPMENT AGENCY AND M & M LAWN CARE, LLC**

THIS THIRD AMENDMENT is hereby made to the Agreement by and between the Margate Community Redevelopment Agency ("MCRA") and M & M Lawn Care, LLC. ("Contractor"), with an effective date of February 19, 2019, (the "Original Agreement") for routine maintenance of bus shelters, and provides as follows:

WHEREAS, the MCRA and Contractor entered into the Original Agreement for maintenance of bus shelters on February 19, 2019; and

WHEREAS, the MCRA and Contractor agreed to renew the Original Agreement for two consecutive terms and to amend the Scope of Services to include the Contractor's obligation to maintain the MCRA property located at 891 North State Road 7 (the "First Amendment"); and

WHEREAS, on September 9, 2021, the MCRA and Contractor agreed to amend the Original Agreement, as amended, to provide for Contractor to maintain the MCRA's property located on the west side of Banks Road adjacent to City of Margate owned property at 1695 Banks Road, Margate, Florida (the "Second Amendment"); and

WHEREAS, on February 7, 2022, the MCRA Executive Director and Contractor agreed to extend the current term for an additional year, up to and including February 28, 2023; and

WHEREAS, the MCRA owns property located at 6030 N.W. 9th Street, Margate, Florida, and desires to have Contractor maintain the property located at 6030 N.W. 9th Street, Margate, Florida; and

WHEREAS, to simplify recordkeeping and payment processing, the MCRA and Contractor desire to enter into this Third Amendment to the Original Agreement in order to amend the Scope of Services in the Original Agreement, as amended, to include the Contractor's obligation to maintain the MCRA's property located at 6030 N.W. 9th Street, Margate, Florida (the "Third Amendment").

NOW, THEREFORE, for good and valuable consideration as contained herein, the MCRA and the Contractor agree as follows:

1. The Scope of Services to be furnished by Contractor, as provided in Section 2.1 of the Original Agreement, as amended by the First Amendment, and the Second Amendment shall be further amended to include the additional services described in Exhibit "A," which is attached hereto, and incorporated herein by reference.

2. All other provisions set forth in the Original Agreement, as amended by the First Amendment, and Second Amendment shall remain in full force and effect except as amended by this Third Amendment.

3. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, the Second Amendment, and this Third Amendment, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.


IN WITNESS WHEREOF, the parties have made an executed this Third Amendment on the respective dates under each signature; The Margate Community Redevelopment Agency through its Board signing by and through the Chairman, authorized to execute same by the MCRA Board and M & M Lawn Care, LLC signing by and through its duly authorized representative to execute same.



Tommy Ruzzano, MCRA Chair

5-11-2022

Date



Mickel Myers, M & M Lawn Care, LLC

5-11-2022

Date