

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 716

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND LANDSCAPE SERVICE PROFESSIONALS, INC., PROVIDING FOR A ONE-YEAR EXTENSION TO THE AGREEMENT, AND APPROVING A FIVE-PERCENT RATE INCREASE; 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 hereby approves the Third Amendment to the agreement with Landscape Service Professionals, Inc. for landscape maintenance and irrigation services (the "Third Amendment"), a copy of which is attached as Exhibit "A." The Third Amendment authorizes a one-year extension to the Original Agreement, and an adjustment to the rates charged to provide for a 5% increase.

SECTION 2: That the Chair and Executive Director are hereby authorized to execute the Third Amendment which is attached hereto as Exhibit "A."

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 11<sup>th</sup> day of October, 2023.

  
\_\_\_\_\_  
Chair Tommy Ruzzano

RECORD OF VOTE

Simone ABSENT

Arserio YES

Schwartz YES

Caggiano YES

Ruzzano YES

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND LANDSCAPE SERVICE PROFESSIONALS, INC.**

**THIS THIRD AMENDMENT** (“Amendment”) is made this 11<sup>th</sup> day of October, 2023, by and between MARGATE COMMUNITY REDEVELOPMENT AGENCY, hereinafter called the “MCRA”, whose address is 5790 Margate Blvd., Margate, Florida 33063, and Landscape Service Professionals, Inc., hereinafter called the “CONTRACTOR”, whose address is 11820 NW 37<sup>th</sup> Street, Coral Springs, FL 33065. MCRA and CONTRACTOR hereafter are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, on December 11, 2018, the Parties entered into an Agreement (“Original Agreement”) for Landscape Maintenance and Irrigation Services; and

**WHEREAS**, on April 10, 2019, the MCRA and CONTRACTOR entered into the First Amendment to the Original Agreement (the “First Amendment”) to provide for a contingency, and additional services to be provided by the CONTRACTOR; and

**WHEREAS**, on December 13, 2022, the MCRA and CONTRACTOR entered into the Second Amendment to the Original Agreement (the “Second Amendment”) to provide for an extension of the Agreement for an additional year, commencing January 14, 2023, up to and including January 13, 2024, and to provide for a 5% rate increase for the services provided by the CONTRACTOR; and

**WHEREAS**, the Parties desire to enter into this Third Amendment to the Original Agreement, as amended (the “Third Amendment”) to provide for an extension of the Agreement for an additional year, commencing January 14, 2024, up to and including January 31, 2025, and to provide for a 5% rate increase for the services provided by the CONTRACTOR; and

**WHEREAS**, this Third Amendment is consistent with the MCRA Redevelopment Plan, and serves both a municipal and public purpose.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the CONTRACTOR and the MCRA agree as follows:

**SECTION 1.** The foregoing “Whereas” clauses are hereby ratified as being true and correct, and incorporated herein.

**SECTION 2.** The Price Schedule, which is an Exhibit to the Agreement between the MCRA and CONTRACTOR is hereby amended to provide for the MCRA to fund, and the CONTRACTOR to perform the Landscaping and Irrigation Services as follows:

1. The MCRA and the CONTRACTOR agree to renew the Original Agreement for Landscaping and Irrigation Services for a term commencing January 14, 2024, up to and including January 31, 2025.

2. The MCRA and the CONTRACTOR agree to provide for the monthly rate charged by the CONTRACTOR for the Landscaping and Irrigation Services to be an amount not to exceed Twenty Thousand Eight Hundred Twenty Four and 65/100 Dollars (\$20,824.65) per month during the term of the Original Agreement as amended.

**SECTION 3.** The Parties agree that in all other respects the Original Agreement, as amended by the First and Second Amendments, shall remain in full force and effect, except as specifically modified herein by this Third Amendment.

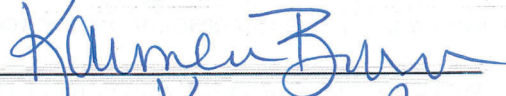
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

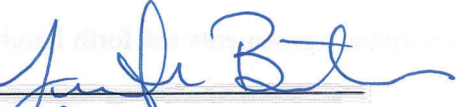
MARGATE COMMUNITY  
REDEVELOPMENT AGENCY

BY:   
TOMMY RUZZANO, CHAIR

ATTEST:  
  
CALE CURTIS, EXECUTIVE DIRECTOR

LANDSCAPE SERVICE PROFESSIONALS, INC.

By:   
Print Name: Karmen Burn  
Title: VP

ATTEST:  
By:   
Jennifer Benton  
Print Name and Title