

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

THIS FOURTH 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, on May 12, 2021, 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 May 11, 2022, the MCRA and Contractor agreed to amend the Original Agreement to provide for the Contractor to maintain the MCRA's property located at 6030 N.W. 9<sup>th</sup> Street, Margate, Florida (the "Third Amendment"); and

WHEREAS, on or about February 24, 2023, the MCRA Executive Director and Contractor agreed to extend the current term for a period up to, and including, September 30, 2026; and

WHEREAS, in order to enhance the appearance of the MCRA's bus shelters, and to remove accumulated trash and debris, the MCRA and Contractor desire to further amend the Original Agreement to provide for an additional day of service for the Contractor to service the MCRA's bus shelters, and for the MCRA to pay the Contractor for an additional day of service each week (the "Fourth 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, the Second Amendment, and the Third Amendment shall be further amended to include the additional services described in Exhibit "A," which is attached hereto, and incorporated herein by reference.

2. In consideration of the Contractor providing the additional services, the MCRA and Contractor agree to amend Section 4.1 of the Original Agreement to provide for the MCRA to pay the Contractor an annual amount not to exceed Ten Thousand Eight Hundred and 00/100 Dollars (\$10,800.00) for the additional weekly service day for the MCRA's bus shelters.

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

4. 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, the Third Amendment, and this Fourth Amendment, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS WHEREOF, the parties have made an executed this Fourth 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.

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Tommy Ruzzano, MCRA Chair

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Date

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Mickel Myers, M & M Lawn Care, LLC

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Date