

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

THIS FIRST AMENDMENT ("Amendment") is made this ____ day of _____, 2019, 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 6115 NW 77th Way, Tamarac, FL 33321. MCRA and CONTRACTOR hereafter are collectively referred to as the "Parties".

W I T N E S S E T H:

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

WHEREAS, the Parties desire to amend the Original Agreement to provide for the ability of the MCRA to fund additional work through either a contingency, refurbishment funding, or repair and replacement funding, and CONTRACTOR agrees to perform such work at the request of the MCRA.

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 following additional services:

1. The CONTRACTOR agrees to repair and replace landscaping damaged as a result of pedestrian and/or vehicular impacts at rates contained in **Exhibit "A"** to the Original Agreement. The MCRA agrees to pay CONTRACTOR an amount not to exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00) for this additional service at the rates contained in Exhibit "A" to the Original Agreement. The CONTRACTOR shall provide the MCRA with a written proposal containing the scope of work and the cost of the work, prior to performing any repair and replacement work. The CONTRACTOR may only commence the repair and replacement work upon receipt of written authorization from the MCRA for this additional work.
2. The MCRA agrees to budget an amount not to exceed Thirteen Thousand Seventy Five Dollars and 52/100 (\$13,075.52) as a contingency to cover any additional work or fees incurred by CONTRACTOR for any work not included in the Original Agreement (the "Contingency Funds").

CONTRACTOR shall provide the MCRA with a written proposal containing the scope of work and the cost of the work, prior to performing work to be funded by the Contingency Funds. The CONTRACTOR may only commence the work to be funded with the Contingency Funds upon receipt of written authorization from the MCRA for this additional work.

3. The MCRA agrees to budget an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00) to cover the cost of any work related to the refurbishment of landscaping and irrigation (the "Refurbishment Funds"). CONTRACTOR shall provide the MCRA with a written proposal containing the scope of work and the cost of the work, prior to performing work to be funded by the Refurbishment Funds. The CONTRACTOR may only commence the work to be funded with the Contingency Funds upon receipt of written authorization from the MCRA for this additional work.

SECTION 3. The Parties agree to amend the Original Agreement in order to include the following language as required by Section 287.135, Fla.Stat.:

Scrutinized Companies.

CONTRACTOR agrees to:

- a. Comply with Section 287.135, Florida Statutes, which prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; The boycott Israel list is created pursuant to 215.4725, Florida Statutes.
- b. As the person authorized to sign on behalf of CONTRACTOR, I hereby certify that the CONTRACTOR is not participating in a boycott of Israel. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel will be cause for the MCRA to terminate this Agreement at the option of the MCRA. In addition, the CONTRACTOR may be subject to civil penalties, attorney's fees, and/or costs.

SECTION 4. The Parties agree that in all other respects the Original Agreement, shall remain in full force and effect, except as specifically modified herein.

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:

SAM MAY, EXECUTIVE DIRECTOR

LANDSCAPE SERVICE PROFESSIONALS, INC.

By: _____

ATTEST:

Print Name: _____

Title: _____

By: _____

Print Name and Title (SEAL)

STATE OF _____)

)SS:

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of LANDSCAPE SERVICE PROFESSIONALS, INC., for the use and purposes mentioned in it and affixed the official seal of the limited liability company, and that the instrument is the act and deed of that company. He is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: