

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR
MAINTENANCE OF LANDSCAPE AND IRRIGATION SERVICES BETWEEN LANDSCAPE
SERVICE PROFESSIONALS, INC. AND THE MARGATE COMMUNITY REDEVELOPMENT
AGENCY**

THIS SECOND AMENDMENT is hereby made to the Agreement by and between the Margate Community Redevelopment Agency ("MCRA") and Landscape Service Professionals, Inc., ("Contractor") dated October 15, 2015 for maintenance of landscape and irrigation services as outlined in the Request for Proposal (RFP) NO. MCRA 2015-04, Maintenance of Landscape and Irrigation and amended on October 20, 2016 to include a provision for damages sustained as a result of pedestrian and/or vehicular impact rates.

WHEREAS, on October 15, 2015, the MCRA and Contractor entered into the Agreement for Maintenance of Landscape and Irrigation Services as outlined in Request for Proposal No. MCRA 2015-04 (the "Original Agreement"); and

WHEREAS, on October 20, 2016, the MCRA and Contractor entered into the First Amendment to the Original Agreement to provide for additional funding for the repair of landscaping damaged by pedestrians and vehicles (the "First Amendment"); and

WHEREAS, the MCRA and Contractor desire to enter into this Second Amendment to provide for additional funding to repair and replace landscaping damaged as a result of pedestrian and/or motor vehicle impacts (the "Second Amendment").

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

1. The Price Schedule, which is an Exhibit to the Agreement between the MCRA and Contractor is hereby amended to provide for the Contractor to perform the following additional services:

- The Contractor agrees to repair and replace landscaping damaged as a result of pedestrian and/or vehicular impacts at rates contained on Exhibit "A" to this Amendment. The CRA agrees to pay Contractor an amount not to exceed Forty Thousand and 00/100 Dollars for this additional service at the rates contained in Exhibit "A" to this Agreement. The Contractor shall provide the CRA 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 CRA for this additional work.

2. All other provisions set forth in the Agreement dated October 15, 2015, as amended by the First Amendment, shall remain in full force and effect except for as provided herein.

3. To the extent that any provision of the Original Agreement, as amended by the First Amendment conflicts with the provisions of this Second Amendment, the provisions of this Second Amendment shall control.

WITNESS WHEREOF, the parties have made an executed this Second 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 CRA Board and Landscape Service Professionals, Inc. signing by and through its duly authorized representative to execute same.

Tommy Ruzzano, MCRA Chairman

Date

Landscape Service Professionals, Inc.

By: _____

Print Name: _____

Title: _____

Date

ATTEST:

By: _____

Print Name: _____

Title: _____

(CORPORATE SEAL)