

**FIRST AMENDMENT TO CROSSING GUARD SERVICES AGREEMENT**

**THIS FIRST AMENDMENT**, dated the 18 day of November, **2022**, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of 9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328 (hereinafter referred to as the "CITY")

and

**THE BUTLER GROUP OF SOUTH FLORIDA, LLC d/b/a NEXTAFF.**, a Florida corporation, located at 4790 West Commercial Boulevard, Tamarac, Florida 33319, (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, on July 26, 2022, the CITY and CONTRACTOR entered into a Crossing Guard Services Agreement ("Original Agreement") whereby CONTRACTOR agreed to provide crossing guard services to the City; and

**WHEREAS**, the Original Agreement dated August 3, 2022 is to be amended due to a scrivener's error on the agreement termination date; and

**WHEREAS**, the Parties seek to amend the Original Agreement to amend the term consistent with the original intent of the Parties and consistent with the term of the City of Miramar Agreement which served as the basis for the original piggyback agreement, as set forth herein.

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** Section 2. F. of the Original Agreement is hereby amended to read, as follows:

F. The term of this agreement shall become effective upon execution of this agreement by both parties and shall terminate on ~~January 14, 2023~~ March 3, 2023.

**SECTION 3.** The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this First Amendment and the Original Agreement, this First Amendment shall prevail.

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

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

Tedra Allen  
TEDRA ALLEN, CITY CLERK

By: Greg Ross  
GREG ROSS, MAYOR

APPROVED AS TO FORM:

[Signature]  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

THE BUTLER GROUP OF SOUTH FLORIDA, LLC., a Florida corporation

By: Buffy A. Butler  
BUFFY A. BUTLER  
MANAGING MEMBER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, 2022 by BUFFY A. BUTLER, as MANAGING MEMBER of THE BUTLER GROUP OF SOUTH FLORIDA, LLC., a Florida corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
Serial Number, if any: