

**FIRST RENEWAL AGREEMENT  
FOR  
SCHOOLS CROSSING GUARD SERVICES**

This Agreement (the "Renewal Agreement") is entered into this 25 day January, 2023, by and between the City of Miramar (hereinafter "City") and The Butler Group of South Florida, LLC dba Nextaff (hereinafter "Provider").

**RECITALS:**

**WHEREAS**, the City entered into an agreement for Schools Crossing Guard Services (the "Original Agreement") with the Provider for an initial term of three years with the option to renew for up to two additional one-year terms; and

**WHEREAS**, the commencement date of the initial three-year term of the Agreement was effective on March 3, 2020 and will expire on March 2, 2023; and

**WHEREAS**, in accordance with Section 2-412 (c) of the City Code, when a contract is entered by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewal; and

**WHEREAS**, the City wishes to exercise the option to renew the Schools Crossing Guard Services Agreement with the Provider for the first one-year renewal period from March 3, 2023 through March 2, 2024.

**WHEREAS**, Provider has proposed a rate increase during the renewal period, from \$21.07 to \$23.44, due to cost of living increases; and

**WHEREAS**, the rate increase will become effective on October 1, 2023 and will continue through the end of the first one-year renewal term; and

**WHEREAS**, the City has accepted the proposed rate increase during the renewal period; and

**WHEREAS**, on \_\_\_\_\_, 2023 the City Commission adopted Resolution No. \_\_\_\_\_ authorizing the first one-year renewal term of the Schools Crossing Guard Services Agreement with the Provider as amended, from March 3, 2023 through March 2, 2024.

**NOW, THEREFORE**, the parties, in consideration of the mutual promises and covenants contained in this Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.
2. The Original Agreement, as amended, shall be renewed for the first one-year renewal period commencing on March 3, 2023 and expiring on March 2, 2024.
3. The following language shall be added and made part of the agreement:

E-Verify Requirement:

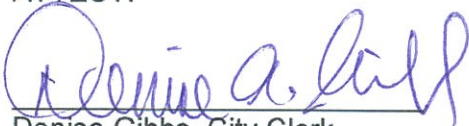
In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

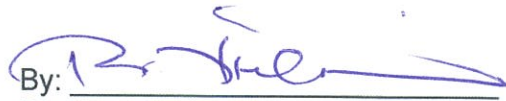
4. All covenants, terms, and conditions contained in the Original Agreement as amended, with the sole exception of the term of the Original Agreement and the new language referencing E-verify Requirements, shall remain in full force and effect through the first renewal term.

**IN WITNESS WHEREOF**, the parties hereto have caused this Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

**THE CITY OF MIRAMAR**

ATTEST:

  
Denise Gibbs, City Clerk

By:   
Dr. Roy Virgin, City Manager

This 25 day of January, 2023

Approved as to legal form and sufficiency  
for the use of and reliance by the City of  
Miramar only:


  
Austin Pamies Norris Weeks Powell, PLLC  
City Attorney

**THE BUTLER GROUP OF SOUTH FLORIDA, LLC dba NEXTAFF**

WITNESS:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By:   
Print Name: Buffy A. Butler  
Title: Managing Member  
Date: December 8, 2022

(CORPORATE SEAL)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Superior Insurance 1301 International Pkwy Suite 320 Sunrise FL 33323		<b>CONTACT NAME:</b> Briana Nicholson <b>PHONE (A/C, No, Ext):</b> (954) 862-1411 <b>E-MAIL ADDRESS:</b> cristian@srisk.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> The Butler Group of South Florida LLC dba NEXTAFF 4790 W Commercial Blvd Tamarac FL 33319		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> UNDERWRITERS AT LLOYD'S, LONDON <b>INSURER B:</b> PROGRESSIVE EXPRESS INSURANCE <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 15792 10193	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		MPL420064522	06/29/2022	06/29/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input checked="" type="checkbox"/> BLANKET A1/PNC						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> BLANKET WOS						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 1,000,000
OTHER:								\$
B	<b>AUTOMOBILE LIABILITY</b>	Y		04167678-5	10/04/2022	10/04/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> NON-OWNED AUTOS ONLY	PIP	\$ 10,000						
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$
DED RETENTION \$								\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				N/A			PER STATUTE	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability Sexual Abuse/Misconduct			MPL420064522	06/29/2022	06/29/2023	Each Claim/Aggregate	\$3,000,000
							Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Miramar is additional insured in regards to General Liability under a blanket endorsement. City of Miramar is additional insured in regards to Auto Liability.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF MIRAMAR 2300 CIVIC CENTER PLACE MIRAMAR FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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