

**SECOND AMENDMENT TO CROSSING GUARD SERVICES AGREEMENT**

**THIS IS A SECOND AMENDMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2023**, 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."

**W I T N E S S E T H:**

**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 was a "piggyback" contract utilizing the agreement between the CONTRACTOR and the City of Miramar Agreement (the "Miramar Contract"), dated March 3, 2020 and will expire on March 2, 2023 with the option to renew for up to two additional one-year terms; and

**WHEREAS**, on January 25, 2023, the CONTRACTOR and the City of Miramar entered into the first of two renewals of the Miramar Contract; and

**WHEREAS**, CONTRACTOR has proposed a rate increase during the renewal period, from \$21.07 to \$23.44, due to cost of living increase; 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 Parties remain satisfied with the performance and services provided pursuant to the Original Agreement, and now seek to enter into the first renewal term authorized by the Original Agreement; and

**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.** The Original Agreement, as amended, is hereby renewed for the first renewal term, which shall commence on March 3, 2023 through March 2, 2024.

**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 Second Amendment and the Original Agreement, this Second 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, CITY CLERK

By: \_\_\_\_\_  
JOSEPH NAPOLI, CITY MANAGER

By: \_\_\_\_\_  
GREG ROSS, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

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

By:  \_\_\_\_\_  
BUFFY A. BUTLER  
MANAGING MEMBER

STATE OF Florida )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_ online notarization, this 1st day of February, 2023 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 FLDL B346001-68884-0 as identification.