

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE SERVICE CONTRACT dated the _____ day of _____, 20____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

THE BUTLER GROUP OF SOUTH FLORIDA, LLC, a Florida limited liability company, having its office and place of business at 3810 Inverrary Boulevard, Suite 205, Lauderhill, FL 33319, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into a Service Contract to provide and supervise school crossing guards at forty-eight (48) school crossings located within the City limits on July 29, 2016, ("Original Agreement"); and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on April 15, 2019 approved by City Ordinance No. 2019-57; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to amend certain terms and conditions to the Original Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The terms and conditions contained within the Original Agreement between CITY and CONTRACTOR, effective July 29, 2016, a copy of which is attached hereto and made a part hereof

as Exhibit "A," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The parties hereto agree that Article 4, Responsibilities of Contractor, to the Original Agreement is hereby amended to read as follows:

ARTICLE 4 RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide all school crossing guard services at the twelve (12) schools with forty eight (48) sixty-five (65) post locations specified in Exhibit 3 in accordance with this Agreement (the "Work"). Specifically, CONTRACTOR shall, at all times, perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure for the safety of the children and the public in general. CONTRACTOR shall exercise its reasonable judgment in discharging its duties hereunder.

...

B. CONTRACTOR shall be responsible for hiring and managing its own employees to perform the Work hereunder. CONTRACTOR's staff shall be neat, clean, well-groomed, courteous and at least twenty one (21) years of age. ~~CONTRACTOR shall obtain written approval from the CITY's Contract Administrator for all persons to be employed as crossing guards before such persons commence services hereunder.~~ If CITY requests, CONTRACTOR agrees to remove any employee and substitute an acceptable person at that crossing post. CONTRACTOR shall be responsible for ensuring employees have completed all required training before being assigned to work as crossing guards.

...

J. Schedule Of Service. Although it is anticipated that ~~(58) fifty eight~~ sixty-five (65) school crossing guards shall be required for each school day, CONTRACTOR acknowledges and agrees this is just an estimate and the designated City representative shall keep CONTRACTOR informed as to the exact number of school crossing guards that will be required at any one time.

CONTRACTOR shall be required to provide coverage at the locations set forth in Exhibit 3 for a total of approximately 210 days per year. In addition, CITY reserves the right to increase or decrease the number of crossing locations to be staffed and CONTRACTOR agrees to be flexible and provide guards for the hours needed on the instructions of appropriate CITY personnel.

A ~~minimum~~ maximum of four (4) hours daily coverage (which will vary slightly with each school) shall be scheduled and compensated so that guards are available to provide school crossing services a minimum of one (1) hour

before the start of the designated school start time and one-half (½) hour after the close of the designated school.

...

4. The parties hereto agree that Article 6, Compensation and Method of Payment, to the Original Agreement is hereby amended to read as follows:

ARTICLE 6 COMPENSATION AND METHOD OF PAYMENT

A. CITY shall compensate CONTRACTOR for its provision of services hereunder for the annual term for a grand total of ~~\$647,434.20~~ \$659,694.00 as set forth below.

Hourly rate for crossing guards and field supervisors: ~~\$11.09~~ \$11.30

3 field supervisors x ~~\$11.09~~ \$11.30/hr. x 6 hrs./day x 210 school days /yr. = ~~\$41,920.20~~ \$42,714
65 guards x ~~\$11.09~~ \$11.30 1 hr. x 4 hrs./per day x 210 school days/yr. = ~~\$605,514.00~~ \$616,980.00.

GRAND TOTAL ~~\$647,434.20~~ \$659,694.00

The CONTRACTOR agrees to provide the services and/or materials as specified in the agreement. Contractor shall fill sixty five (65) post locations working a maximum of four (4) hours a day and three (3) field supervisors working a maximum of six (6) hours a day for the estimated (210) school days per year. Compensation shall be \$659,694.00 as outlined above and as detailed in the agreement. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for CONTRACTOR's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the agreement.

...

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

THE BUTLER GROUP OF SOUTH FLORIDA, LLC

[Signature]

Kate DeChen

Print Name

[Signature]

Kristlyn Kern

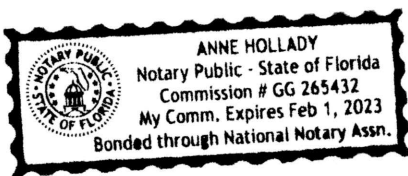
Print Name

By: [Signature]
Buffy A. Butler, Managing Member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of June, 2019 by Buffy A. Butler as Managing Member of The Butler Group of South Florida, LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

GG 265432
Commission Number