

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF COCONUT CREEK
AND
THE BUTLER GROUP OF SOUTH FLORIDA, LLC D/B/A NEXTAFF
FOR
SCHOOL CROSSING GUARD SERVICES
RFP No. 06-10-20-09**

This Amendment No. 1 to the Agreement between the City of Coconut Creek and The Butler Group of South Florida, LLC, d/b/a NEXTAFF for School Crossing Guard Services dated September 24, 2020 is made this _____ day of _____, 2023 by and between the City of Coconut Creek, Florida, (the “City”), and The Butler Group of South Florida, LLC d.b.a. NEXTAFF (“Vendor”) both of whom agree as follows:

W I T N E S S E T H:

WHEREAS, the parties desire to amend the Agreement between the City of Coconut Creek and The Butler Group of South Florida, LLC d/b/a NEXTAFF for School Crossing Guard Services dated September 24, 2020 (“Agreement”) to allow for a ten percent (10%) price increase during the remainder of the initial contract period; and

WHEREAS, on September 30, 2022, the Florida Minimum Wage increased by one dollar per hour; and

WHEREAS, on October 26, 2022, NEXTAFF submitted a formal letter of request to increase their billing rate from \$14.89 to \$16.39 per hour to accommodate the change. The requested increase includes increases in the amount of taxes that are required to be paid in addition to increased costs for workers’ compensation, which is paid based on the hourly wage; and

WHEREAS, The wage increase is having an adverse effect on NEXTAFF’s ability to effectively support the staffing needs of the Coconut Creek community; and

WHEREAS, the parties desire to update the Agreement to allow for an increase from \$14.89 to \$16.39 per hour during the remainder of the initial term of the Agreement for the period retroactive from January 1, 2023 through September 23, 2023 to be in line with all federal, state and other regulations governing pay and benefits provided to NEXTAFF employees.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend Section 18, "Cost Adjustments" of the Agreement as follows:

18. Cost Adjustments

18.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. ~~However, unless very unusual and significant changes have occurred in the industry, Such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. However, upon a showing of very unusual and significant changes that have occurred in the industry, a higher increase may be approved. It is the Vendor's sole responsibility to provide sufficient documentation to demonstrate the need and support for the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in Manufacturer's price, Insurance, Wages, etc.) Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.~~

3. Through this Amendment No. 1, the parties desire to supersede and replace Exhibit "A," the Schedule of Proposal Prices as incorporated in the Agreement dated September 24, 2020 through Amendment No. 1 dated January 1, 2023, by adopting Exhibit "A-1," as attached to this Amendment No. 1. The new Exhibit "A-1" reflects a ten percent (10%) increase retroactive from January 1, 2023 through September 24, 2023.

4. All other terms and conditions of the Agreement dated September 24, 2020 shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 on the day and year first above written; the CITY OF COCONUT CREEK, through its City Manager or designee, and The Butler Group of South Florida, LLC d/b/a NEXTAFF, signing by and through its President/Vice President, an authorized signatory, are duly authorized to execute same.

SIGNATURES ON NEXT PAGE

CITY OF COCONUT CREEK, FLORIDA

ATTEST:

By: _____
Joseph J. Kavanagh, City Clerk

By: _____
Karen M. Brooks, City Manager

Approved as to Legal Form & Sufficiency

By: _____
Terrill C. Pyburn, City Attorney

[Contractor signatures to follow]

CONTRACTOR

ATTEST:

The Butler Group of South Florida, LLC d/b/a.
NEXTAFF

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

CORPORATE ACKNOWLEDGEMENT

STATE OF _____:

SS

COUNTY OF _____:

I HEREBY CERTIFY The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ as _____ (type of authority, e.g. officer, trustee, attorney in fact) for The Butler Group of South Florida, LLC d/b/a NEXTAFF.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

EXHIBIT "A-1"

**CITY OF COCONUT CREEK
SCHOOL CROSSING GUARD SERVICES
RFP NO. 06-10-20-09**

SCHEDULE OF PROPOSAL PRICES

DESCRIPTION	HOURLY CHARGE	HOURLY CHARGE
Charge Per Guard	\$ 14.89 / hour	<u>\$16.39 / hour</u>
Charge Per Supervisor	\$ 14.89 / hour	<u>\$16.39 / hour</u>