

**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. 06-10-15-10**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "CITY") and The Butler Group of South Florida, LLC d/b/a NEXTAFF, a Florida corporation with principal offices located at 3810 Inverrary Boulevard, Suite 205, Lauderhill, Florida 33319 (the "Contractor") to provide School Crossing Guard Services pursuant to RFP No. 06-10-15-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of the contract of RFP No. 06-10-15-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

**2) The Work**

The Contractor shall perform all work for the City required by the contract documents and RFP No. 06-10-15-10, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this

Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**3) Contract Price**

The contract shall be performed pursuant to RFP No. 06-10-15-10. Pricing shall be as per Exhibit "A" - Schedule of Proposal Prices.

**4) Contract Term**

The initial contract period shall be for three (3) years beginning on August 1, 2015 and ending on July 31, 2018.

**5) Contract Extension**

The City reserves the right to renew the contract for two (2) additional one (1) year periods, providing both parties agree to the renewal; all the terms, conditions and specifications remain the same; and such renewal is approved in writing by the City. Contractor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6) Non-Discrimination**

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

**7) Independent Contractor**

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

**8) Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

**9) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with

return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063

With a copy to the City Attorney at the same address.

CONTRACTOR

Buffy A. Butler, Managing Member  
The Butler Group of South Florida, LLC d/b/a NEXTAFF  
3810 Inverrary Boulevard, Suite 205  
Lauderhill, Florida 33319  
Phone: (954) 733-0777  
Fax: (954) 733-0444  
Email: [bbutler@nextaff.com](mailto:bbutler@nextaff.com)

**10) Agreement Subject to Funding**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the CITY OF COCONUT CREEK in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**11) Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is situated in Broward County, Florida.

**12) Signatory Authority**

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

**13) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**14) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. 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 Buffy A. Butler, Managing Member (President, Owner, CEO, etc.) duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Mary C. Blasi, City Manager      Date

\_\_\_\_\_  
Leslie Wallace May      Date  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      Date

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
The Butler Group of So. 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 SEAL)



# EXHIBIT "A"

## CITY OF COCONUT CREEK SCHOOL CROSSING GUARD SERVICES RFP NO. 06-10-15-10

### SCHEDULE OF PROPOSAL PRICES

DESCRIPTION	HOURLY CHARGE
Charge Per Guard	\$ 14.89 / hour
Charge Per Supervisor	\$ 14.89 / hour

**NOTE:**

Proposer agrees to supply services at the prices bid in accordance with the terms, conditions, and specifications contained in RFP No. 06-10-15-10. All price information to be used in the RFP evaluation should be on this page.

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