



**FOURTH AMENDMENT TO THE
CROSSING GUARDS AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
KEMP GROUP INTERNATIONAL CORPORATION**

THIS AMENDMENT ("Fourth Amendment"), dated this ____ day of _____, **2020**, is by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

KEMP GROUP INTERNATIONAL CORPORATION, a For Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **2111 SW 60th Way, Miramar, FL 33023**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, pursuant to RFP # PD-08-05, on **November 3, 2008**, the CITY and CONTRACTOR entered into an Agreement regarding School Crossing Guard services for an initial three (3) year period, commencing on November 1, 2008 and expiring on October 31, 2011 ("Original Agreement"); and,

WHEREAS, on **February 8, 2012**, the Parties executed the First Amendment to the Original Agreement to renew the term of Original Agreement for a three (3) year period, commencing on November 1, 2011 and expiring on October 31, 2014; and,

WHEREAS, on **October 16, 2012**, the Parties agreed to amend the Original Agreement, as amended, to provide for two (2) additional school crossing guards and to revise the annual contract price; and,

WHEREAS, on **October 14, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term of Original Agreement, as amended for an additional three (3) year period commencing on November 1, 2014 and expiring on October 31, 2017; and,

WHEREAS, on **November 13, 2017**, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term of Original Agreement, as amended for an additional three (3) year period commencing on November 1, 2017 and expiring on October 31, 2020; and,



WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended and desires to supplement the terms contained therein and to extend the term of Original Agreement, as amended, for an **additional one hundred twenty (120) days**, commencing on November 1, 2020 and expiring on February 28, 2021 as set forth in this Fourth Amendment to Original Agreement.

W I T N E S S E T H

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 set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Fourth Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby extended for one hundred twenty (120) days, commencing on November 1, 2020 and terminating on February 28, 2021.

SECTION 4. Article 5 of the Original Agreement, as amended, entitled "Contract Sum" is hereby revised and amended as set forth below:

5.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

5.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED FIVE HUNDRED SEVENTY NINE THOUSAND, ONE HUNDRED EIGHTY DOLLARS (\$579,180.00) ~~(Five Hundred and Sixty Nine Thousand, One Hundred and Eighty Dollars)~~ per year, payable in monthly payments for actual services performed for school crossing guard services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustment, relevant to providing these services.

5.3 The CITY shall within thirty (30) days, from the date the CITY's Police Department designee approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Police Chief or, his/her assignee.

5.4 Notwithstanding the requirements of Section 5.2 herein, pursuant to the Fourth Amendment to Original Agreement, CITY shall pay CONTRACTOR an additional lump sum amount of ONE HUNDRED SEVENTY-NINE THOUSAND, TWO HUNDRED SEVENTY DOLLARS (\$179,270.00) for the term extension



described therein.

5.5 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

SECTION 5. Section 9.3 of Original Agreement, as amended, is hereby revised and amended as set forth below:

~~9.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statute 725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.~~

SECTION 6. Section 14.5 of Original Agreement, as amended, entitled "Notice" is hereby amended, as set forth below:

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
~~10100 Pines Boulevard~~ 601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884 (954) 450-1040
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900 (954) 771-4500
Facsimile No. (954) 771-4923



CONTRACTOR: **Joe Faluade**
Kemp Group International Corp.
2111 SW 60 Way
Miramar, FL 33023
Telephone No: 954-437-7294
Facsimile No: 954-437-8952

SECTION 7. Article 14 of Original Agreement, as amended, entitled "Miscellaneous" is hereby amended and supplemented with the requirements set forth below:

14.15 Non-Discrimination and Equal Opportunity Employment. During the performance of this Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

14.16 Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

14.16.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

14.16.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

14.16.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473,



Florida Statutes; or

14.16.2.2 Is engaged in business operations in Syria.

14.17 Uncontrollable Forces.

14.17.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

14.17.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.18 Compliance with Statutes. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.

14.19 Background Screening Requirements. CONTRACTOR shall comply with the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel and employees who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted in advance of CONTRACTOR personnel and employees providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this section of Agreement or with Sections 1012.32 and 1012.465, Florida Statutes.

SECTION 8. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the



Original Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 9. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment shall remain in full force and effect, except as specifically modified herein.

SECTION 10. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

SECTION 11. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

SECTION 12. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY: _____

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

**KEMP GROUP INTERNATIONAL
CORPORATION**

Signed By: _____

Print Name: CHRISTINA ADERINOKUN

Title: PRESIDENT