

## CONTRACT FOR SCHOOL CROSSING GUARD SERVICES

**THIS CONTRACT FOR SCHOOL CROSSING GUARD SERVICES** (the "Contract") is made by and between the City of North Port, a Florida municipal corporation (the "City") and Waterfield Florida Staffing, LLC., (the "Contractor"), a Florida Limited Liability Company, whose principal place of business is 624 Nottingham Boulevard, West Palm beach, FL 33405.

### RECITALS

**WHEREAS**, the City desires to provide a school crossing guard program through the use of an independent contractor; and

**WHEREAS**, Contractor is in the business of providing school crossing guard services and desires to provide those services for the City.

**NOW THEREFORE**, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**1. Effective Date, Term, and Termination.**

- A. **Effective Date.** This Contract on the date the last party ratifies and approves the Contract ("Effective Date").
- B. **Term.** The Term of this Contract begins on the Effective Date, and will continue for three (3) years from the Effective Date ("Initial Term"). At the end of the Initial Term, the Contractor and the City Manager or designee may agree in writing to renew this Contract for one additional two (2) year term ("Renewal Term"). At the end of the Renewal Term, the Contractor and the City Manager or designee may agree in writing to renew this Contract for one (1) additional one (1) year term.
- C. **Termination.** The City Manager may terminate this Contract by providing the Contractor with thirty (30) days advance written notice. The Contractor may terminate this Contract by providing the City with ninety (90) days written notice. Contractor will be paid only for the work performed and materials supplied up to the date of termination. Under no circumstances will the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.
- D. **Remedies.** In the event of a default or breach of the Contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

## 2. School Crossing Guard Services.

- A. Contractor must provide the number of school crossing guards and associated supervisory personnel necessary to satisfy the requirements of the Florida Department of Transportation (“FDOT”) Florida School Crossing Guard Training Guidelines and Chapter 7D of the Manual on Uniform Traffic Control Devices, as amended (the “Guidelines”), and ensure the assigned persons are at their duty posts during all prescribed times.
- B. Duty-Days, Hours, and Locations.
  - (1) Contractor and its employees, agents, and subcontractors must abide by the Guidelines when performing services in furtherance of this Contract. The Guidelines include the schedules, duty-days, hours, and locations at which services must be provided.
  - (2) The City reserves the right to modify the Guidelines to require more or fewer crossing guards, supervisory services, and duty locations. To the extent the City elects to make such modifications, it will provide those changes to Contractor in writing at least five (5) business days before their effective date. Modifications may be transmitted via email or other means agreed to by the Parties. Absent an emergency need on the part of the City, Contractor must implement the Guideline modifications by the effective date specified in the modifications.
  - (3) Contractor must ensure daily school crossing guard coverage in accordance with the Sarasota County School Board calendar for in-school attendance, as determined by the School Board. No warranty or guarantee is given or implied as to the total number of days services will be required pursuant to this Contract. The terms of this Contract apply during the fall and winter school calendar; no services are provided by Contractor during the summer school calendar.
- C. Qualifications, Training, and Supervision.
  - (1) Contractor must ensure that all persons assigned to perform services under this Contract have the minimum training and satisfy all Guideline requirements.
  - (2) Contractor represents and warrants that it is a qualified trainer, lawfully authorized to provide training under the Guidelines designed by FDOT for school crossing guards. Contractor must retain those qualifications throughout the full term of this Contract.
  - (3) Contractor is responsible for training and certifying each person assigned to perform services under this Contract. No person will perform services under this Contract without first being trained and certified by Contractor for the duties assigned.
  - (4) Contractor must designate a crossing guard supervisor responsible for the day-to-day operations of the services provided under this Contract, including but not limited to supervision, certification, recertification, and complaint resolution for all crossing guards, as well as in-person interaction with the City’s Chief of Police or designee for the implementation of the Guidelines.

D. Background Screening.

- (1) Contractor must provide a criminal background screening, sex offender records check, drug screening, and reference check for all school crossing guards, back-up guards, supervisors, and trainers provided pursuant to this Contract. Contractor must provide the City's Chief of Police or designee with proof that these background screenings have been performed prior to assigning a crossing guard, back-up guard, supervisor, or trainer under this Contract. The criminal background screening must comply with Florida Statutes Section 1012.465. The City's Chief of Police or designee has the final determination of whether a criminal background is acceptable.
- (2) Contractor shall mandate all employees assigned pursuant to this Contract immediately report any criminal charges brought against the employee. Contractor, upon receipt of such information, must immediately notify the City's Chief of Police or designee.
- (3) In August of each year, and prior to the commencement of the new school year, Contractor must perform an annual criminal background screening on all employees assigned to perform services under this Contract. The Contractor is responsible for all costs associated with the background screenings.

E. Equipment.

- (1) Contractor must ensure that all persons assigned to perform services under this Contract present a clean and professional presence; wear solid dark slacks, skirt, or shorts; and wear a solid white top with an identification badge approved by the City's Chief of Police or designee.
- (2) Contractor must supply all crossing guard equipment required by the Guidelines, including but not limited to a photo ID badge, reflective hand-held stop sign, gloves, reflective fluorescent safety vest, and a metal whistle with lanyard. Contractor must provide all other equipment which may be required to properly perform the services in accordance with the requirements of this Contract.
- (3) All required replacement of aged, lost, or damaged equipment is the responsibility of Contractor.

F. Professionalism. Contractor must ensure that all persons assigned to perform services under this Contract present themselves in a professional, courteous, respectful, and sober manner, so as to ensure a positive interaction with students, pedestrians, motorists, City personnel, and all others. The City reserves the right to require Contractor to discontinue assigning persons to perform services under this Contract should the City, in its sole discretion, determine that such person has failed to maintain these standards, or is in any other way not able to perform such duties. Such determinations will be reported to Contractor, who will have three (3) business days to make the required staffing change.

G. Locations and Post Times.

- (1) All crossing guards are required to be at their assigned post, ready to perform their duties, at the start of each shift. If the City or the Sarasota County School Board change the required

reporting times, Contractor must immediately comply with such changes with no added costs to the City. The City Manager or designee may agree to amendments to the locations and post times provided herein.

(2) Crossing guards must be assigned to the following locations and post times:

<b>Atwater Elementary</b> 4701 Huntsville Avenue School hours: 8:15 a.m. – 3:00 p.m.		
Assigned Location	AM Post Time	PM Post Time
Atwater/Huntsville	7:45 a.m. – 8:15 a.m.	3:00 p.m. – 3:30 p.m.

<b>Cranberry Elementary</b> 2775 Shalimar Terrace School hours: 8:15 a.m. – 3:00 p.m.		
Assigned Location	AM POST TIME	PM POST TIME
Town/Senlac	7:30 a.m. – 8:15 a.m.	3:00 p.m. – 3:30 p.m.
Salford/Radcliff	7:30 a.m. – 8:15 a.m.	3:00 p.m. – 3:45 p.m.
Salford/Cuthbert	7:30 a.m. – 8:15 a.m.	3:00 p.m. – 3:45 p.m.
Nansen/Shalimar	7:45 a.m. – 8:15 a.m.	3:00 p.m. – 3:30 p.m.
Nansen/Sagebloom	7:45 a.m. – 8:15 a.m.	3:00 p.m. – 3:30 p.m.
Shalimar/Ridley	7:45 a.m. – 8:15 a.m.	3:00 p.m. – 3:30 p.m.
Cranberry/Ridley	7:45 a.m. – 8:15 a.m.	3:00 p.m. – 3:30 p.m.

<b>GLENALLEN ELEMENTARY</b> 7050 Glenallen Boulevard School hours: 8:15 a.m. – 3:00 p.m.		
Assigned Location	AM POST TIME	PM POST TIME
Biscayne/Price	7:30 a.m. – 8:15 a.m.	3:00 p.m. – 3:45 p.m.
Biscayne/Glenallen	7:30 a.m. – 8:15 a.m.	3:00 p.m. – 3:45 p.m.
Glenallen/Narramore	7:30 a.m. – 8:15 a.m.	3:00 p.m. – 3:45 p.m.
Pan Am/Appomattox	7:30 a.m. – 8:15 a.m.	3:00 p.m. – 3:45 p.m.
Price/Wasilla	7:45 a.m. – 8:15 a.m.	3:00 p.m. – 3:30 p.m.
Price/Glenallen	7:45 a.m. – 8:15 a.m.	3:00 p.m. – 3:30 p.m.
Glenallen/Springhaven	7:45 a.m. – 8:15 a.m.	3:00 p.m. – 3:30 p.m.

<b>Lamarque Elementary</b> 3415 Lamarque Avenue School hours: 8:30 a.m. – 3:15 p.m.		
Assigned Location	AM POST TIME	PM POST TIME
Cranberry/Chiplew	7:45 a.m. – 8:15 a.m.	3:15 p.m. – 4:00 p.m.
Salford/Sardinia	7:45 a.m. – 8:15 a.m.	3:15 p.m. – 4:00 p.m.
Salford/Eldron	7:45 a.m. – 8:15 a.m.	3:15 p.m. – 4:00 p.m.

<b>Toledo Blade Elementary</b> 1201 Geranium Avenue School hours: 8:30 a.m. – 3:15 p.m.		
Assigned Location	AM POST TIME	PM POST TIME
Geranium/Jeannin	8:00 a.m. – 8:30 a.m.	3:15 p.m. – 3:45 p.m.
Price/Purdue	8:00 a.m. – 8:30 a.m.	3:15 p.m. – 3:45 p.m.
Geranium/Bus Loop	8:00 a.m. – 8:30 a.m.	3:15 p.m. – 3:45 p.m.

<b>Heron Creek Middle School</b> 6501 West Price Boulevard School hours: 9:30 a.m. – 4:15 p.m.		
Assigned Location	AM POST TIME	PM POST TIME
Price/Middle School	8:45 a.m. – 9:30 a.m.	4:15 p.m. – 4:45 p.m.

<b>Woodland Middle School</b> 2700 Panacea Boulevard School hours: 9:30 a.m. – 4:15 p.m.		
Assigned Location	AM POST TIME	PM POST TIME
Panacea/Woodland Middle	9:00 a.m. – 9:30 a.m.	4:15 p.m. – 4:45 p.m.

<b>Imagine School of North Port</b> 1000 Innovation Avenue School hours: Grades K – 5: 8:00 a.m. – 3:15 p.m. Grades 6 – 11: 8:30 a.m. – 3:30 p.m.		
Assigned Location	AM POST TIME	PM POST TIME
Cranberry/Commerce	7:30 a.m. – 8:15 a.m.	2:45 p.m. – 3:15 p.m.

**3. Payment.**

- A. Compensable staffing service hours are limited to the actual hours or portions of hours worked by a crossing guard or supervisor, including documented training time, but not including travel to and from a duty post. Compensation during the Initial Term will be paid as provided in tabulation attached to this Contract as Exhibit A, which is incorporated into this Contract as if set forth fully herein.
- B. Contractor will invoice the City weekly. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, the City's payments shall be due forty-five (45) days after receipt of invoice. Overdue amounts shall bear interest from thirty (30) days after the due date at the rate of one percent (1.0%) per month on the unpaid balance. Contractor must invoice City for any interest accrued in order to receive the interest payment.
- C. Non Appropriation. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

**4. Notice.** Notice must be provided in writing, sent by certified U.S. mail return receipt requested, addressed to the Party for whom it is intended, at the following address:

For the City:                   City of North Port  
Deputy Chief of Police  
4980 City Hall Boulevard  
North Port, FL 34286  
CMorales@northportpd.com

With copies of                City of North Port  
demands to:                   City Attorney  
4970 City Hall Boulevard  
North Port, FL 34286  
northportcityattorney@cityofnorthport.com

For the Contractor:        Waterfield Florida Staffing, LLC  
DBA Action Labor  
DBA Staffing Connection  
624 Nottingham Blvd

West Palm Beach, FL 33405  
scook@actionlabor.com

Except as otherwise provided in Section 2, the transmission of a courtesy notice orally or via email does not satisfy the above notice requirement. Parties may update their contact information by providing written or email notice to the other party.

**5. Insurance.**

- A. Before providing any services under this Contract, Contractor must procure and maintain, during the life of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida, and meet a minimum financial AM Best and Company rating of no less than "Excellent."

No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

- (1) Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.
  - (2) Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Contract. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
  - (3) Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$100,000 per person; \$200,000 per accident; and \$100,000 property damage, with \$300,000 each accident for property damage and bodily injury with contractual liability coverage for all work performed under this Contract.
- B. WAIVER OF SUBROGATION. All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any sub-consultants, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.

C. POLICY FORM.

- (1) All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insureds as their interest may appear under this Contract. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Contract, and required of Contractor, must be provided by or in behalf of all sub-consultants to cover their operations performed under this Contract. Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
- (3) Each insurance policy required by this Contract must:
  - a) Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
  - b) Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Contractor is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) The procuring of required policies of insurance must not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between Contractor and its carrier.
- (6) Contractor is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and is solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Contractor is responsible for all insurance SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- (7) All certificates of insurance must be on file with and approved by the City's Purchasing Office before performing the services under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance



evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to performing any services AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

- (8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to Contractor's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

**6. INDEMNIFICATION.**

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS CONTRACT.**
- C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).**
- D. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

7. **Force Majeure.**

A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:

1. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
2. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
3. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
4. A declared emergency of the federal, state, or local government; or
5. Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

6. The non-performing party provides written notice within five (5) days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
  7. The excuse of performance is no greater in scope or duration than required by the event of force majeure;
  8. No obligations of either party that arose before the force majeure are excused as a result of the event of force majeure; and
  9. The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

- D. The term of the Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

**8. Miscellaneous.**

- A. Authority to Execute. The signature by any person to this Contract shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. Independent Contractor. The relationship between Contractor and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the Parties. It is understood and agreed that no provision contained herein, or any acts of the Parties, will be deemed to create any relationship between them other than that as detailed herein. The Contractor retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the provisions of this Contract and the established rules and regulations of the City.
- E. Severability. In the event any court shall hold any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Agreement. This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both Parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. Only the City Commission can approve increases in compensation under this Contract.

- I. Assignment. The Contractor must not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**9. Public Records.**

In accordance with Florida Statutes Section 119.0701, Contractor must comply with all public records laws, and shall specifically:

- A. Keep and maintain public records required by the City to perform the service.
  - (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
  - (2) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
- B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- C. Ensure that records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, if the Contractor does not transfer the records to City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the

completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

- E. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: [publicrecordsrequest@cityofnorthport.com](mailto:publicrecordsrequest@cityofnorthport.com).**

**10. Scrutinized Companies.**

- A. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
- (1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 and that it is not engaged in a boycott of Israel; and
  - (2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
  - (3) It is not engaged in business operations in Cuba or Syria.
- C. Penalty.
- (1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
  - (2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
  - (3) A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

Executed by Contractor this 10<sup>th</sup> day of July 2020.

**WATERFIELD FLORIDA STAFFING, LLC.  
CONTRACTOR**

Waterfield Florida Staffing, LLC

By: [Signature]  
Paul C. Chase  
CEO

STATE OF FLORIDA  
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of July 2020, by Paul Chase in their capacity as CEO of Waterfield Florida Staffing

[Signature]  
Notary Public - State of Florida

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



[Additional signature page follows]

Approved by the City of North Port City Commission on the 28<sup>th</sup> day of July 2020.

CITY OF NORTH PORT, FLORIDA

By: Jason Yarborough  
~~Peter D. Lear, CPA, CGMA~~ Jason Yarborough, ICMA-CM  
Acting City Manager

ATTEST

Heather Taylor  
Heather Taylor, CMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton  
Amber L. Slayton  
City Attorney

**EXHIBIT A' TO CONTRACT NO. 2020-56 FOR SCHOOL CROSSING GUARD SERVICES**

**COMPANY NAME: WAERFIELD FLORIDA STAFFING, LLC DBA/ACTION LABOR STAFFING CONNECTION**

**\*INITIAL CONTRACT TERM (FROM LAST PARTY SIGNATURE FOR THREE (3) YEARS)**

Description	Unit	Estimated Hours/ Per Year	# Employees	Contractor Proposed # of Employees	Hourly Rate	ANNUAL COST
Crossing Guard Initial Term	Hourly	360	24	24	\$17.50	\$151,200.00
Supervisor Year Initial Term	Hourly	900	2	2	\$17.50	\$31,500.00
<b>ANNUAL TOTAL</b>						<b>\$182,700.00</b>

**\*RENEWAL YEAR (END OF INITIAL TERM- AUTO RENEW FOR 2-YEAR TERM)**

Description	Unit	Estimated Hours/ Per Year	# Employees	Contractor Proposed # of Employees	Hourly Rate	ANNUAL COST
Crossing Guard Renewal Term	Hourly	360	24	24	\$18.38	\$158,803.20
Supervisor Renewal Term	Hourly	900	2	2	\$18.38	\$33,084.00
<b>ANNUAL TOTAL</b>						<b>\$191,887.20</b>

**\*RENEWAL YEAR (AT THE END OF RENEWAL, MUTUALLY AGREE TO ONE (1) ADDITIONAL YEAR).**

Description	Unit	Estimated Hours Per Year	# Employees	Contractor Proposed # of Employees	Hourly Rate	ANNUAL COST
Crossing Guard (Final One-Year)	Hourly	360	24	24	\$18.38	\$158,803.20
Supervisor (Final One-Year)	Hourly	900	2	2	\$18.38	\$33,084.00
<b>ANNUAL TOTAL</b>						<b>\$191,887.20</b>