

## FIRST AMENDMENT TO CONTRACT NO. 2020-56 SCHOOL CROSSING GUARD SERVICES

This *First Amendment to Contract No. 2020-56 School Crossing Guard Services* ("First Amendment"), is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and Waterfield Florida Staffing, LLC d/b/a Action Labor of Florida d/b/a Staffing Connection, which is registered to conduct business in the State of Florida and whose address is 624 Nottingham Boulevard, West Palm Beach, Florida 33405 ("Contractor").

### RECITALS

**WHEREAS**, on or around July 28, 2020, the parties entered into *Contract No. 2020-56 School Crossing Guard Services* to provide a school crossing guard program to the City (the "Original Agreement"); and

**WHEREAS**, the Contractor is requesting a rate change from \$17.50 an hour to \$21.30 an hour; and

**WHEREAS**, the new rate will begin on the date of the signed contract; and

**WHEREAS**, the rate change is consistent with the cost of living and the Florida minimum wage increases; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to increase the hourly billing rate; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

#### **1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this "Contract" in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party signs it as identified below (the "Effective Date") and shall continue as otherwise provided in the Original Agreement.

#### **2. ORIGINAL AGREEMENT SECTION 3. PAYMENT.**

Section 3. Payment., paragraph A. of the Original Agreement is amended in its entirety as follows:

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-2, which is incorporated into this Contract as if set forth fully herein.

3. NEW EXHIBIT A-2 TO CONTRACT NO. 2020-56 FOR SCHOOL CROSSING GUARD SERVICES

Exhibit A-2 replaces Exhibit A and is incorporated as if set forth in the Contract.

<b>EXHIBIT A-2 TO CONTRACT NO. 2020-56 FOR SCHOOL CROSSING GUARD SERVICES</b>						
COMPANY NAME: WAERFIELD FLORIDA STAFFING, LLC DBA/ACTION LABOR STAFFING CONNECTION						
*INITIAL CONTRACT TERM PRICE INCREASE (FROM LAST PARTY SIGNATURE OF AMENDMENT 1 FOR REMAINDER OF 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	\$21.30	\$184,032.00
Supervisor Year Initial Term	Hourly	900	2	2	\$21.30	\$38,340.00
ANNUAL TOTAL						\$222,372.00
*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	\$21.30	\$184,032.00
Supervisor Renewal Term	Hourly	900	2	2	\$21.30	\$38,340.00
ANNUAL TOTAL						\$222,372.00
*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	\$21.30	\$184,032.00
Supervisor (Final One-Year)	Hourly	900	2	2	\$21.30	\$38,340.00
ANNUAL TOTAL						\$222,372.00

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.


**WATERFIELD FLORIDA STAFFING, LLC**  
**d/b/a Action Labor of Florida**  
**d/b/a Staffing Connection**  
**CONTRACTOR**

By:   
PAUL C. CHASE  
CEO

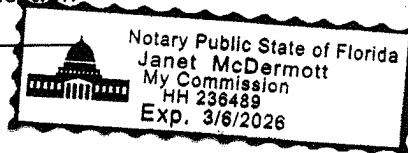
**ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26 day of August, 2022, by Paul C. Chase, as CEO for Waterfield Florida Staffing, LLC.

  
Notary Public

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



Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2022.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY