

**SECOND AMENDMENT TO CONTRACT NO. 2020-56 SCHOOL CROSSING GUARD SERVICES FOR
PURPOSES OF INCREASING THE HOURLY BILLING RATE**

This *Second Amendment to Contract No. 2020-56 School Crossing Guard Services* for purposes of increasing the hourly billing rate ("Second Amendment"), is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 ("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 Contract"); and

WHEREAS, on or around September 13, 2022, the parties entered into the First Amendment to Contract No. 2020-56 School Crossing Guard Services to amend the Original Contract to increase the hourly billing rate; and

WHEREAS, the Contractor is requesting a rate change from \$21.30 an hour to \$28.30 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 Contract to increase the hourly billing rate; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Contract is amended as follows, with all other terms in the Original Contract 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 Contract not inconsistent with this Second Amendment, all of which are incorporated by reference as if set forth fully herein. This Second Amendment modifies the sections of the Original Contract as identified herein. Where a section of the Original Contract is not identified, the terms as they appear in the Original Contract remain and apply.
- B. All references to this "Contract" in the Original Contract and this Second Amendment mean and include both the Original Contract and this Second Amendment.
- C. This Second Amendment is effective as of the date the last party approves or executes it, as applicable (the "Effective Date"), and shall continue as otherwise provided in the Original Contract.

2. ORIGINAL CONTRACT SECTION 3. PAYMENT.

Section 3. Payment., paragraph A. of the Original Contract is amended in its entirety to read 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 will be paid as provided in the tabulation attached to this Contract as Exhibit A-3, which is incorporated into the Contract as if set forth fully herein.

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

Exhibit A-3 replaces Exhibit A-2 as amended to the Original Contract, and is incorporated as if set forth in the Original Contract and amended Contract.

EXHIBIT A-3 TO CONTRACT NO. 2020-56 FOR SCHOOL CROSSING GUARD SERVICES						
COMPANY NAME: WATERFIELD FLORIDA STAFFING, LLC D/B/A 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 (FROM LAST PARTY SIGNATURE OF AMENDMENT 2 FOR REMAINDER OF AUTO RENEW FOR 2-YEAR TERM)						
Description	Unit	Estimated Hours/Per Year	# Employees	Contractor Proposed # of Employees	Hourly Rate	ANNUAL COST
Crossing Guard Initial Term	Hourly	360	24	24	\$28.30	\$244,512.00
Supervisor Year Initial Term	Hourly	900	2	2	\$28.30	\$50,940.00
ANNUAL TOTAL						\$295,452.00
*RENEWAL YEAR (AT THE END OF THE INITIAL TERM - AUTO RENEW FOR 1-YEAR TERM)						
Description	Unit	Estimated Hours/Per Year	# Employees	Contractor Proposed # of Employees	Hourly Rate	ANNUAL COST
Crossing Guard Initial Term	Hourly	360	24	24	\$28.30	\$244,512.00
Supervisor Year Initial Term	Hourly	900	2	2	\$28.30	\$50,940.00
ANNUAL TOTAL						\$295,452.00

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

WATERFIELD FLORIDA STAFFING, LLC

d/b/a Action Labor of Florida

d/b/a Staffing Connection

CONTRACTOR

By: _____

Printed Name: PAUL CHASE

Title: CEO

ACKNOWLEDGEMENT

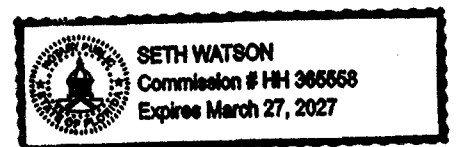
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of June 2024, by Paul Chase (name), as CEO (title) for Waterfield Florida Staffing, LLC.

Seth Watson

Notary Public

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on _____, 2024.

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