

RESOLUTION 256 - 24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING AMENDMENT #2 TO CONTRACT #PPD2190SB BETWEEN THE CITY OF CAPE CORAL AND WATERFIELD FLORIDA STAFFING, LLC, D/B/A ACTION LABOR OF FLORIDA, FOR SCHOOL CROSSING GUARD SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AMENDMENT #2, RENEWALS, PURCHASE ORDERS AND CHANGE ORDERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 21, 2021, City Council adopted Resolution 119-21 which approved Contract #PPD2190SB with Waterfield Florida Staffing, LLC, d/b/a Action Labor of Florida, utilizing the City of North Port Contract #2020-56 for School Crossing Guard Services; and

WHEREAS, on September 21, 2022, City Council adopted Resolution 193-22 which approved Amendment #1 to Contract #PPD2190SB with Waterfield Florida Staffing, LLC, d/b/a Action Labor of Florida to increase the rate for the School Crossing Guard Services from \$17.50 per hour to \$21.30 per hour; and

WHEREAS, on July 9, 2024, the City was notified by Waterfield Florida Staffing, LLC d/b/a Action Labor of Florida of a rate increase for the the School Crossing Guard Services from \$21.30 to \$28.30 per hour; and

WHEREAS, the contract expires on July 28, 2025; and

WHEREAS, the City Manager recommends approving Amendment #2 to Contract #PPD2190SB with Waterfield Florida Staffing, LLC d/b/a Action Labor of Florida to increase the hourly rate from \$21.30 to \$28.30 per hour for School Crossing Guard Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The Mayor and City Council hereby approves Amendment #2 to Contract #PPD2190SB with Waterfield Florida Staffing, LLC d/b/a Action Labor of Florida, in accordance with the City of North Port Contract #2020-56, for School Crossing Guard Services to \$28.30 per hour. A copy of Contract Amendment #2 is attached hereto as Exhibit 1.

Section 2. The Mayor and City Council hereby authorize the City Manager or his designee to execute the amendment, renewals and any other related documents.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL AT THEIR REGULAR COUNCIL SESSION THIS _____ DAY OF _____, 2024.

JOHN GUNTER, MAYOR

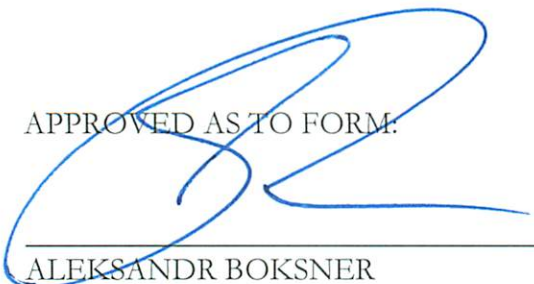
VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	CARR	_____
STEINKE	_____	WELSH	_____
SHEPPARD	_____	LONG	_____
HAYDEN	_____	COSDEN	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____,
2024.

KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:



ALEKSANDR BOKSNER
CITY ATTORNEY
res/Contract Amendment #2 Waterfield FL Staffing



EXHIBIT 1

CITY OF CAPE CORAL
CONTRACT AMENDMENT #2
CONTRACT# PPD2190SB
PIGGYBACKING THE CITY OF NORTH PORT FOR SCHOOL CROSSING GUARD
SERVICES

This Amendment #2 is made to the contract entered into between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and Waterfield Florida Staffing, LLC d/b/a Action Labor of Florida, hereinafter called "CONTRACTOR" for School Crossing Guard Services.

The contract is amended to increase the contractor hourly rate from \$21.30 per hour to \$28.30 per hour effective on July 9, 2024, as shown on the attached letter identified as Exhibit A.

All other terms, conditions and specifications of the contract remain in full force and effect.

(CITY SEAL)

ATTEST:

CITY:

Signature: _____

City of Cape Coral, Florida

Signature: Kimberly Bruns, CMC

Signature: _____

Title: City Clerk


Typed Name: Michael Ilczyszyn

Date: _____

Title: City Manager

Date: _____

LEGAL REVIEW FOR CITY:

 7-29-2024
Aleksandr Boksner Date
City Attorney


WITNESS FOR CONTRACTOR:

CONTRACTOR:

Signature: 

Waterfield Florida Staffing, LLC d/b/a Action Labor of Florida

Typed Name: Priscilla Maldonado

Signature: 

Title: Credit + Collections

Typed Name: Paul Chase

Date: 7/31/2024

Title: Ceo

Date: 7-31-24

July 22nd, 2024

Cape Coral Police Department
1100 Cultural Park Blvd.
Cape Coral, FL 33990

Please accept this letter as a request for a change to our current bill rate for SCG services. Our company has provided school crossing guard services for the Cape Coral Police Department since 2014. We have provided a cost-effective program and rarely increased rates throughout the years. However, there are many factors impacting our ability to continue to successfully recruit and staff the program at the current pay rate and bill rate. Neighboring agencies have increased pay rates for school crossing guards to \$20.00 or more per hour.

The contract is a two hour per day contract for single post assignments. More hours per day available but SCG do get paid for the hours worked. SCG work a split shift that requires them to travel to the post twice daily and much of day is occupied covering a SCG post. We are currently paying crossing guards \$13.75 per hour. We would like to increase our pay rate for school crossing guards to \$19.50 per hour.

Florida minimum wage was increased to \$12.00 per hour on September 30th, 2023, and will be increased one dollar per hour annually until a minimum wage rate of \$15.00 per hour has been reached. The price of gasoline has gone to over \$4.00 per gallon and the job requires a twice a day commute to post. Lastly the cost of living and the consumer index is at an all-time high.

Please let me know if the City would like to maintain the contract – School Crossing Guards Services at the proposed bill rate of \$28.30 per hour. The bill rate is at a low markup of 1.45 and the increase will be going toward employee wages and not company profit.

We appreciate your prompt attention to this request, so we know what our recruiting mission will be for the upcoming 2024-2025 school year that starts August 12th, 2024.

Sincerely,



Sharron Cook
Branch Manager
School Crossing Guard Division

**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

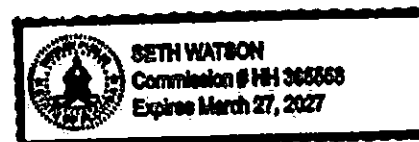
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June 2024, by Paul Chase (name), as CEO (title) for Waterfield Florida Staffing, LLC.


Notary Public

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



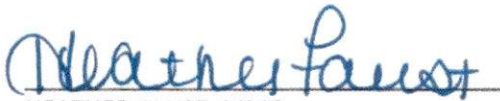
Approved by the City Commission of the City of North Port, Florida on July 9, 2024.

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