

**AGREEMENT
FOR SCHOOL CROSSING GUARDS SERVICES**

THIS AGREEMENT, made as of October 7, 2015 by and between: the CITY OF MARGATE, FLORIDA, a municipal corporation, organized and operating under the laws of The State of Florida with a business address of 5790 Margate Blvd., Margate, Florida 33063, hereinafter referred to as "CITY"

and

STAFFING CONNECTION/ACTION LABOR MANAGEMENT, LLC, a foreign limited liability company, authorized to do business in the State of Florida, with offices located at 6555 N. Powerline Road, Fort Lauderdale, FL 33309, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

Whereas, the "CITY", is desirous of providing for the satisfaction of its school crossing guard program through an independent labor contract agreement; and

WHEREAS, "CONTRACTOR" is in the business of providing various labor forces, including, but not limited to School Crossing Guard services, with appropriate certifications, and

WHEREAS, the parties are desirous of providing for the terms of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCHOOL CROSSING GUARDS: The CONTRACTOR shall provide the school crossing guard and supervisory services necessary to satisfy the requirements of the "CITY", School Crossing Guard Program. "CONTRACTOR" shall provide the following minimum personnel, at the locations and during the time herein described, for the consideration hereinafter set forth:

- (a) number of guards as requested @ \$17.95 per hour
- (b) number of supervisory personnel (one) 1 @ \$17.95 per hour

The "CITY" reserves the right to require more or less crossing guard services upon (3) days' written notice, specifying its needs. Schedule and locations of services are provided by THE "CITY" to "CONTRACTOR".

2. DUTY HOURS; DUTY LOCATIONS: "CONTRACTOR" shall provide the personnel described above during school hours and at all posts as deemed necessary by the school board and the "CITY". The "CITY", has the right to change the duty hours, as well as duty location, by written directive, which shall become effective on the date

set forth in such written directive, provided that such date shall not be sooner than three (3) business days from the date of the written directive.

3. CONSIDERATION: "CONTRACTOR" shall be compensated for the services provided hereunder in accordance with the hourly rate set forth in paragraph 1. "CONTRACTOR" shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premiums, withholding taxes, FICA, benefits, if any, all remuneration; all labor contract compliance, and all other charges.

"CONTRACTOR" is being retained as an Independent Contractor and acknowledges this agreement does not create any employment relationship with the city. THE "CITY" shall bear no responsibility for any such charges, fees, permits, and the like associated with the employment of such personnel.

"CONTRACTOR" acknowledges that THE "CITY" is contracting for the full crossing guard services for the hours and at the described posts as stated in the Contract. This agreement requires that qualified personnel service be at each post during the prescribed post hours.

"CONTRACTOR" will conduct a Criminal History check and provide Drug Testing, to identify perspective personnel for hire.

4. TRAINING AND SUPERVISION: "CONTRACTOR" shall be responsible for furnishing the training and certification of each of the personnel set forth in Paragraph 1 (a) "CONTRACTOR" represents that it is a qualified trainer and shall provide personnel meeting these training and certification standards required pursuant to Section 234.302, Florida Statutes. No person lacking such certification shall be provided to the "CITY" hereunder by "CONTRACTOR". "CONTRACTOR" shall have, at all times during the term hereof, at its ready disposal, backup personnel. The "CONTRACTOR" will in conjunction with the "CITY" schedule a meeting with all the current crossing guards employed by the city. The transition will be explained and all questions answered. Crossing Guards that have been employed by the "CITY" will all be given first opportunity to apply for a post assignment with the "CONTRACTOR" and considered first to fill all post assignments within the City of Margate. A field Supervisor will be hired and current crossing guards employed by the "CITY" that are qualified would be considered for this position. Field Supervisors are required to attend and pass the Trainers training class conducted by FDOT. Any person attending the State Trainers class will be compensated by the "CONTRACTOR". Recruiting and training for any open posts will take place within the City of Margate.

5. UNIFORM: All personnel shall wear dark slacks, skirts or shorts and a white top with appropriate identification badge. At all times during the performance of their duties, all personnel shall dress in a clean and neat manner. "CONTRACTOR" is responsible for supplying all equipment required by the state of Florida, to include the following for each guard: A hand-held stop sign (retro reflective), a fluorescent retro reflective safety vest and a metal whistle with a lanyard.

6. COMPORTMENT; CHANGE OF PERSONNEL: At all times when such personnel are working in THE "CITY" whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect to THE "CITY" or "CONTRACTOR", or call into question the competence or demeanor of such person relative to the performance of School Crossing Guard Services, which, by its nature, requires such personnel to come into contact with minors. THE "CITY" reserves the right to require the change of any personnel upon not less than three (3) business days' written notice, setting forth the name of the person to be replaced, or in the absence of a name, the description and the location of the post.

7. DUTY ROSTER: "CONTRACTOR" shall provide the "CITY" with the names of each Personnel, and the location of such individual's post location.

CONTRACT TERM: The initial Contract period shall begin upon execution of this agreement by all parties and end on July 30th, 2018. This agreement shall include the period from the commencement date of the contract through the last day of the academic school year, according to the BROWARD COUNTY School District Schedule, as well as the schedule for Summer school, according to BROWARD COUNTY for the remaining part of the school year ending July 30th, 2018.

8. CONTRACT EXTENSION: The City reserves the right to extend the contract for three (3) additional twelve month periods, providing both parties agree to the extension; all terms, conditions and specifications remain the same; and such extension is approved by the City. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

9. BILLING: "CONTRACTOR" shall provide an invoice to the "CITY" on a weekly basis, and the same shall be satisfied within 30 days.

10. TERMINATION: Either party may terminate this agreement with or without cause on written notice, provided that the services hereunder shall not be terminated until (30) days subsequent to the date of such written notice.

11. INSURANCE: "CONTRACTOR" shall provide liability insurance coverage, written with such insurance carriers as acceptable and approved by the "CITY" including Personal Injury and Property Damage coverage. Comprehensive General Liability Insurance must be written on the comprehensive form of the policy. The Policy must contain minimum limits of Liability for each occurrence as follows: \$1,000,000 Combined Single Limit; Bodily Injury of \$1,000,000 and Property Damage of \$500,000.

Required Insurance: Employer's Liability Insurance \$1,000,000 and Workers Compensation Insurance according to statutory requirements. All insurance policies must be issued by companies authorized and licensed to do business under the Insurance laws of the State of Florida. The companies must be rated no less than 'B+',

as to management, and no less than "Class V" as to strength, by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or approved to do business in Florida," issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

"CONTRACTOR" shall maintain Business Auto Liability with minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include all Owned Autos, Hired-Auto, and Non-Owned Auto liability. If "CONTRACTOR" does not have any owned or specifically insured autos, then the "CONTRACTOR" shall maintain only the Hired-Auto and Non-Owned Auto Liability coverage under a separate policy or endorsed to the commercial General Liability Policy.

The requirements contained herein as to types and limits, as well as the "CITY" approval of insurance coverage to be maintained by "CONTRACTOR", are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by "CONTRACTOR" under the contract.

"CONTRACTOR" shall deliver to the "CITY" Certificates of Insurance, evidencing that such policies are in full force and effect prior to the final approval of this Contract. Furthermore, said Certificates of Insurance shall unequivocally provide thirty (30) days written notice to the "CITY" prior to any adverse change, cancellation, or non-renewal of coverage there under. The City of Margate is to be added an "additional Insured" with the relation to General Liability Insurance.

It shall be the responsibility of "CONTRACTOR" to insure that all subcontractors comply with the same insurance requirements referenced above.

13. INDEMNIFICATION: "CONTRACTOR" shall indemnify and save harmless and defend The "CITY", its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action, including court costs and attorneys' fees, which may arise from any act or omission of "CONTRACTOR", its agents, servants, or employees in the performance of services under this contract.

"CONTRACTOR" further agrees to indemnify, save harmless and defend the "CITY", its agents, servants, and employees from and against any claim, demand or cause of action whatsoever kind or nature, including court costs and attorneys' fees, arising out of any conduct or misconduct of "CONTRACTOR" not included in the paragraph above and for which the "CITY", its agents, servants or employees are alleged to be liable.

14. INDEPENDENT CONTRACTOR RELATIONSHIP: THE "CONTRACTOR" is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the "CITY".

All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to "CONTRACTOR" sole direction, supervision, and control. The Contract shall exercise control over the means and manner in which it and its employees perform the work, and in all respect "CONTRACTOR" relationship and the relationship of its employees to the "CITY" shall be that of an Independent Contractor and not as employees or agents of the "CITY". "CONTRACTOR" does not have the power or authority to bind the "CITY" in any promise, Contract or representation other than specifically provided for in this Contract.

15. NON-ASSIGNABILITY: This agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

16. VENUE: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County Florida.

17. WAIVER OF JURY TRIAL: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in the Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

18. JOINT PREPARATION: The preparation of this agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this agreement be construed liberally to achieve its intent.

19. COUNTERPARTS: This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

20. EXHIBITS ARE INCLUSIONARY: All exhibits attached hereto or mentioned herein which contain additional terms, shall be deemed Incorporated herein by reference.

21. PUBLIC RECORDS: City of Margate is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the contractor shall:

21.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

21.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

21.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

21.1.4 Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency.

22. NOTICES: Except as provided above, whenever either party desires to or must give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

CITY: Douglas E. Smith, City Manager
City of Margate
5790 Margate Blvd.
Margate, Florida 33063

STAFFING
CONNECTION: Karen Hoover, President
Sharron Cook, Branch Manager
6555 N. Powerline Road, #306
Fort Lauderdale, FL 33467

23. In the event of any conflict between any provisions of this agreement and any provisions in the exhibits hereto, the parties agree that the provisions of this agreement are controlling.

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

CITY OF MARGATE

Joanne Simone, Mayor

____ day of _____, 2015

ATTEST:

Joseph J. Kavanagh, City Clerk

____ day of _____, 2015

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

BY: _____
WITNESS

WITNESS

Douglas E. Smith, City Manager

____ day of _____, 2015

APPROVED AS TO FORM:

Eugene M. Steinfeld, City Attorney

____ day of _____, 2015

CONTRACTOR
STAFFING CONNECTION/ACTION LABOR

BY: _____
KAREN HOOVER
PRESIDENT AND CEO

____ day of _____, 2015