

AGREEMENT BETWEEN THE CITY OF
HALLANDALE BEACH AND STAFFING
CONNECTION AND ACTION LABOR
MANAGEMENT, LLC FOR SCHOOL CROSSING
GUARDS

THIS AGREEMENT, made as of February 24, 2003,
by and between the City of HALLANDALE BEACH, Florida, a municipal
corporation organized and existing under the laws of the State of Florida and
STAFFING CONNECTION ACTION LABOR MANAGEMENT, LLC.

WITNESSETH:

WHEREAS, the City of HALLANDALE BEACH is desirous of
providing for the satisfaction of its school crossing guard program through
an independent labor contract agreement; and

WHEREAS, STAFFING CONNECTION ACTION LABOR 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: STAFFING CONNECTION
ACTION LABOR shall provide the school crossing guard and supervisory
services necessary to satisfy the requirements of the City of HALLANDALE
BEACH School Crossing Guard Program. STAFFING CONNECTION
ACTION LABOR (hereinafter known as SCG) 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 and rate - 5 guards @ \$9.91 per hour
- (b) number of supervisory personnel – 1 supervisor

The City of HALLANDALE BEACH 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 described in Exhibit A.

2. DUTY HOURS; DUTY LOCATIONS: STAFFING CONNECTION/ACTION LABOR shall provide the personnel described above during school hours and at all posts as deemed necessary by the school board and the City of HALLANDALE BEACH. The City of HALLANDALE BEACH has the right to change the duty hours, as well as duty locations, 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: STAFFING CONNECTION1 ACTION LABOR shall be compensated for the services provided hereunder in accordance with the hourly rate set forth in paragraph 1. STAFFING CONNECTION AND ACTION LABOR 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 remunerations; All labor contract compliance, and all other charges. Staffing Connection and Action Labor is being retained as an Independent Contractor and acknowledges this agreement does not create any employment relationship with the city. The City of HALLANDALE BEACH shall bear no responsibility for any such charges, fees, permits, and the like associated with the employment of such personnel.

STAFFING CONNNECTION/ACTION LABOR acknowledges that the City of HALLANDALE BEACH 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.

4. **TRAINING AND SUPERVISION: STAFFING CONNECTION**
ACTION LABOR shall be responsible for furnishing the training and certification of each of the personnel set forth in Paragraph 1 (a). **STAFFING CONNECTION** **ACTION LABOR** represents that 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 of HALLANDALE BEACH hereunder by **STAFFING CONNECTION /ACTION LABOR**. **STAFFING CONNECTION /ACTION LABOR** shall have, at all times during the term hereof, at its ready disposal, backup personnel. The City of HALLANDALE BEACH shall pay the rate as set forth in Paragraph 1 for actual training and retraining of applicable personnel. **STAFFING CONNECTION** **ACTION LABOR** will provide the services as set forth in Exhibit B.

5. **UNIFORM:** The City of HALLANDALE BEACH will turn over equipment after inventory to **STAFFING CONNECTION** **ACTION LABOR** for continued usage. 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. **STAFFING CONNECTION** **ACTION LABOR** will assume equipment replacement responsibility as needed.

6. **COMPORTMENT; CHANGE OF PERSONNEL:** At all times when such personnel are working in the City of HALLANDALE BEACH whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect upon the City of HALLANDALE BEACH or **STAFFING CONNECTION** **ACTION LABOR**, or call into question the competence or demeanor of such person relative to the performance of the School Crossing Guard Service, which, by its nature, requires such personnel to come into contact with minors. The City of HALLANDALE BEACH 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 location.

7. DUTY ROSTER: STAFFING CONNECTION1

ACTION LABOR shall provide the City of HALLANDALE BEACH with the names of each personnel, and the location of such individual's post location. Such roster shall be provided on a weekly basis as of Friday of the week preceding.

8. TERM: This agreement shall commence on the 24
Day of February 2003, and include the period from the Commencement Date 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 the Broward County School District, for the remaining part of the school year. The initial contract will be for one year, with the option to renew for a maximum of two (2) one year periods. All terms and conditions shall remain firm for the initial contract period. Option to renew should be provided in writing pursuant to the notice provision 30 days prior to end of the contract period.

9. BILLING: STAFFING CONNECTION/ACTION LABOR shall provide an invoice to the City of HALLANDALE BEACH on a weekly basis, and the same shall be satisfied within (30) days.

10. TERMINATION: Either party may terminate this agreement 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: STAFFING CONNECTION1ACTION LABOR shall provide liability insurance coverage, written with such insurance carriers as the City of HALLANDALE BEACH shall reasonably approve, for personal Injury and property damage. Comprehensive General Liability Insurance must be written on the comprehensive form of policy. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit; Bodily Injury of \$1,000,000and Property Damage of \$500,000 each occurrence.

Employer's Liability Insurance required \$1,000,000, Workers Compensation Insurance statutory requirements. All insurance policies must be issued by companies authorized to do business under the 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 are members of the Florida Guaranty Fund.

All required policies of insurance shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal **refused** until at least 30 calendar days written notice has been given to the city by certified mail. STAFFING CONNECTION/ACTION LABOR shall submit prior to commencement of any work, a Certificate of Insurance showing the City of HALLANDALE BEACH as additional insured.

12. INDEMNIFICATION: STAFFING CONNECTION/ACTION LABOR agrees to indemnify, defend and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, caused by a negligent act or omission, misfeasance, or malfeasance of STAFFING CONNECTION/ACTION LABOR its agents, servants, or employees, including fines, fees, expenses, penalties, or suit proceedings, actions and costs of action, and attorney's fees for trial and on appeal, of any kind and nature arising or growing out of the actions of STAFFING CONNECTION/ACTION LABOR connected with the performance of this agreement, whether by act or omission of STAFFING CONNECTION/ACTION LABOR its agents, servants, employees or others; unless said claim for liability is caused by the negligence, misfeasance or malfeasance of the city or its agents or employees.

13. 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.

14. CONSTRUCTION: This agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Broward County, Florida.

15. 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.

16. 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.

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

18. 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:

D. Mike Good
City Manager
City of Hallandale Beach
400 S. Federal Hwy.
Hallandale Beach FL 33009

WITH A
COPY TO:

Lawrence Faragher
Chief of Police
City of Hallandale Beach
400 S. Federal Hwy.
Hallandale Beach FL 33009

STAFFING

CONNECTION: Carole S. Greenwich, Manager
1280 South Powerline Road #23
Pompano Beach, Fl. 33069

19. 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.

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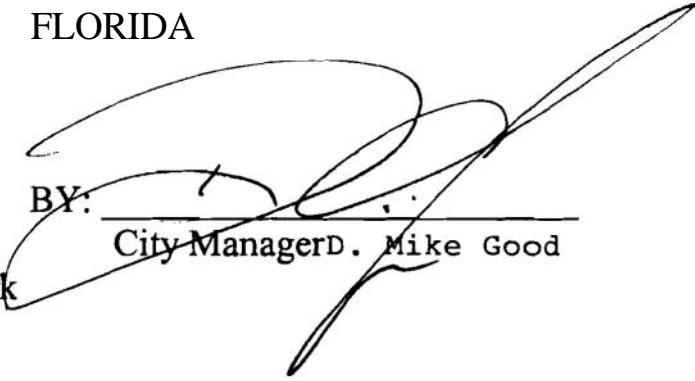
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF Hallandale Beach
FLORIDA

ATTEST:



Jeffrey Naftal City Clerk

BY: 

City Manager D. Mike Good


APPROVED AS TO LEGAL SUFFICIENCY:

BY: 

Mark Goldstein City Attorney


Signed, sealed and delivered in the
presence of:

STAFFING CONNECTION1
ACTION LABOR

BY: 

Witness


BY: _____
Karen Hoover, President and
CEO



Print Name

BY: 

Witness



Print Name