



6555 N. Powerline Road, Suite 306, Ft. Lauderdale, FL 33309  
p: 954.776.3444 f: 954.776.8476

July 27, 2011

Jackie Beauzil  
Human Resources Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

Dear Jackie,

This letter will serve as official notification that Staffing Connection/Action Labor will be happy and willing to continue the existing agreement with the City of Dania Beach for a period of one year; and requesting (2) one-year extensions upon agreement of both parties for the services of School Crossing Guards.

Our entire staff takes great pride in knowing that we have provided you with excellent service since 2002. There have been no incidents and our safety record is 100%. During our partnership with the City of Dania Beach there has been one increase to the city and that was over three years ago. We understand that these are tough economic times and we would not be seeking any increase in bill rate for the 2011-2012 school year.

We currently staff 11 post locations and 1- supervisor position. The bill rate is \$12.58 per hour. The guards are paid 2.5 hours per day and the supervisor is paid 4.5 hours per day.

If you need additional information please call.

Sincerely yours,

Sharron R. Cook  
Branch Manager, School Crossing Guard Division

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

THIS AGREEMENT, made as of July 10, 2006, by and between the CITY OF DANIA BEACH ("City"), a Florida municipal corporation and STAFFING CONNECTION/ACTION LABOR MANAGEMENT, LLC, a Florida limited liability company ("Company").

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

**WHEREAS**, Company 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;

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

1. **Services:**

Company shall provide the school crossing guard and supervisory services necessary to satisfy the requirements of the City's School Crossing Guard Program. Company shall provide the following minimum personnel, at the locations and during the time described in this Agreement, for the consideration set forth below:

- (a) number of guards: 11 guards
- (b) number of supervisory personnel: 1
- (c) bill rate: \$12.58 per hour

The City reserves the right to require more or less crossing guard services upon three (3) days' written notice, specifying its needs. In no case during the term of this Agreement shall the cost to the City exceed \$78,000.00 in any one year.

2. **Duty Hours; Duty Locations:**

Company shall provide the personnel described above during the 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 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.

Company shall give all current guards with the City the first opportunity to remain and become employees of the Company, based on their previous performance record, as discussed with the City.

3. **Consideration:**

Company shall be compensated for the services provided under this Agreement in accordance with the hourly rate set forth in paragraph 1. Company 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. Company is being retained as an independent contractor and acknowledges and agrees that 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.

Company acknowledges and agrees that City is contracting for the full crossing guard services for the hours and at the described posts as stated in this Agreement. This Agreement requires that qualified personnel service be at each post during the prescribed post hours.

Company will conduct a criminal history check and provide drug testing, to identify prospective personnel for hire.

4. **Training and Supervision:**

Company shall be responsible for furnishing the training and certification of each of the personnel set forth in paragraph 1. Company 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. All crossing guards shall be retrained on a yearly basis for four (4) hours. No person lacking such certification shall be provided to the City by Company. Company shall have, at all times during the term of this Agreement, at its ready disposal, backup personnel. The City shall pay the rate as set forth in this Agreement, for actual training and retraining of applicable personnel.

5. **Uniforms:**

All personnel shall wear dark slacks, skirts or shorts and a white top with appropriate photo ID badges. At all times during the performance of their duties, all personnel shall dress in a clean and neat manner. Company will assume equipment replacement responsibility as needed.

6. **Comportment; Change of Personnel:**

At all times when such personnel are working for Company whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect upon the City or Company, or call into question the competence or demeanor of such person relative to the performance of school crossing guard service, 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 no 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:**

Company shall provide the City with the names of all personnel and the location of all individuals' post locations. Such roster shall be provided on a weekly basis as of Friday of the week preceding.

8. **Term:**

This Agreement shall commence on AUGUST 26, 2006, 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 City for the remaining part of the school year. The initial contract will be for three (3) years, with the option of City to renew for a maximum of two (2) one-year periods. Option to renew shall be provided in writing pursuant to the notice provision thirty (30) days prior to end of the contract period.

9. **Billing:**

Company shall provide an invoice to the City on a weekly basis and the same shall be satisfied within thirty (30) days.

10. **Termination:**

Either party may terminate this Agreement on written notice, provided that the services under this Agreement shall not be terminated until thirty (30) days subsequent to the date of such written notice.

11. **Insurance:**

Company shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including professional liability insurance, Workers' Compensation insurance and comprehensive general liability insurance as stated below:

- A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Company's employees and Employer's Liability Insurance with a limit of \$1,000,000.00.
- B. Comprehensive general liability insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The City is to be included as an "additional insured" with respect to any claims arising out of this Agreement.

- C. If Company hires a subcontractor for any portion of any work, then such subcontractor shall provide professional liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00).
- D. The Company shall provide the Risk Manager of the City Certificates of Insurance for coverages and policies required by this Agreement. All certificates shall state that the City shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the City may carry in its own name. 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 shall be members of the Florida Guaranty Fund.

12. **Notices:**

Except as provided above, whenever either party desires to 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: Mary McDonald, Human Resources Director/Risk Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

With a copy to: Thomas J. Ansbro, City Attorney  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

Consultant: Carole S. Greenwich, Manager  
1280 South Powerline Road #25  
Pompano Beach, FL 33069

13. **Indemnification:**

Company agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all liability, claims, demands or damages caused by any negligent act or omission, misfeasance, or malfeasance of Company, its agents, servants or employees, including fines, fees, expenses, penalties or suit proceedings, actions and causes of action and attorney fees for trial and on appeal, of any kind and nature arising or growing out of the actions or inactions of Company connected with the performance of this Agreement, whether by act or omission of Company its agents, servants, employees or others, unless the claim for liability is caused by the sole negligence, misfeasance or malfeasance of the City or its agents or employees.

14. **Attorney Fees:**

Should any dispute arise under this Agreement, the prevailing party shall be entitled to recover all costs, expenses and attorney fees incurred by the prevailing party in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney fees through all appeals or other actions.

15. **Non-assignability:**

This Agreement or any portion of it shall not be assigned or transferred by either party without the advance written consent of the other party.

16. **Construction:**

This Agreement and the terms in it 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.

17. **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.

18. **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.

19. **Exhibits:**

All exhibits attached to this Agreement or mentioned in it which contain additional terms shall be deemed incorporated by this reference.

20. Conflicts:

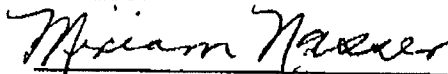
In the event of any conflict between any provisions of this Agreement and any provisions in the exhibits attached to it, the parties agree that the provisions of this Agreement are controlling.

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

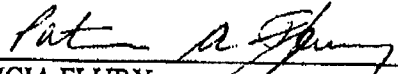
**CITY:**

CITY OF DANIA BEACH,  
a Florida Municipal Corporation

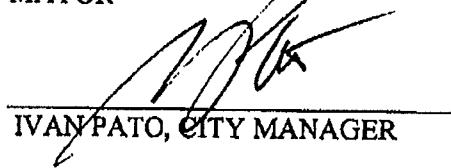
ATTEST:



*ACTING* LOUISE STILSON, CMC  
CITY CLERK

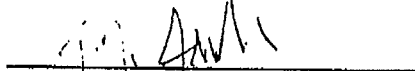


PATRICIA FLURY  
MAYOR



IVAN PATO, CITY MANAGER


APPROVED FOR FORM  
AND CORRECTNESS:

  
THOMAS J. ANSBRO  
CITY ATTORNEY


WITNESSES:

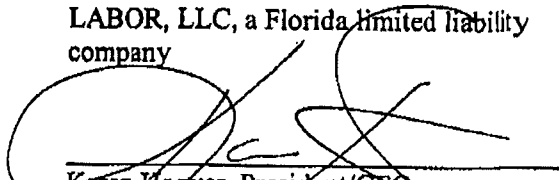
COMPANY:  
STAFFING CONNECTION/ACTION  
LABOR, LLC, a Florida limited liability  
company

  
Signature

  
Print Name

  
Signature

  
Print Name

  
Karen Hoover, President/CEO