

**AGREEMENT BETWEEN THE NORTH BAY VILLAGE
AND STAFFING CONNECTION/ACTION LABOR MANAGEMENT, LLC
FOR SCHOOL CROSSING GUARDS.**

THIS AGREEMENT, made as of 4/8/14 by and between the NORTH BAY VILLAGE (VILLAGE), a Florida municipality and STAFFING CONNECTION/ACTION LABOR MANAGEMENT, LLC. (STAFFING). The Contract's effectiveness date is 5/1/2014 through 4/30/2017.

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

WHEREAS, STAFFING 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 shall provide the school crossing guard and supervisory services necessary to satisfy the requirements of the NORTH BAY VILLAGE POLICE DEPARTMENT, School Crossing Guard Program. STAFFING shall provide the following minimum personnel, at the locations and during the time herein described, for the consideration hereinafter set forth:

Hourly Rate: On site supervisor - \$18.85 per hour

Hourly Rate: Crossing Guards - \$17.99 per hour

This agreement will be for: Three Crossing Guards and one On Site Supervisor:

1 crossing guard in front of Treasure Island Elementary

2 crossing guards at Kennedy Causeway

1 On Site Supervisor

Guards and Supervisor will follow the Miami-Dade Public Schools Calendar for Elementary Schools. The crossing guards will be billed at three hours per day except Wednesday; on Wednesdays the early release makes it a two-hour day. Field Supervisor will be billed at three hours per day. It is STAFFINGS responsibility to have crossings covered with qualified personnel.

2. DUTY HOURS; DUTY LOCATIONS: STAFFING shall provide the personnel described above during school hours and at all posts as deemed necessary by the VILLAGE. VILLAGE 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. VILLAGE will assign a liaison to coordinate day to day operations with STAFFING.
3. CONSIDERATION: STAFFING shall be compensated for the services provided hereunder in accordance with the hourly rate set forth in paragraph 1. STAFFING 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. STAFFING is being retained as an Independent Contractor and acknowledges this agreement does not create any employment relationship with the VILLAGE. VILLAGE shall bear no responsibility for any such charges, fees, permits, and the like associated with the employment of such personnel.

STAFFING acknowledges that VILLAGE 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.

STAFFING will conduct a Criminal History check and provide Drug Testing, to identify perspective personnel for hire. In addition, STAFFING shall be solely responsible for conducting background checks. Criminal history check will be in accordance to Florida Statute 1012.465.

4. TRAINING AND SUPERVISION: STAFFING shall be responsible for furnishing the training and certification of each of the personnel set forth in Paragraph 1 (a) STAFFING 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 VILLAGE hereunder by STAFFING. STAFFING shall have, at all times during the term hereof, at its ready disposal, backup personnel. VILLAGE shall pay the rate as set forth in Paragraph 1 for retraining of applicable personnel. A two-hour refresher training class will be held annually.
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. STAFFING 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 VILLAGE whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect to VILLAGE or STAFFING, 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. VILLAGE 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 shall provide the VILLAGE with the names of each Personnel, and the location of such individual's post location.
8. TERM: This agreement shall commence on the May 1, 2014 and include the period from the commencement date through 4/30/2017.
9. BILLING: STAFFING shall provide an invoice to VILLAGE 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. **CONTRACT SUM and COST ADJUSTMENTS:** The contract sum for the above work shall be calculated based on an hourly rate for crossing guards. Pricing will be in effect for the term of the contract. Price adjustment will be provided when necessitated by an adjustment to the Florida Minimum Wage, or an adjustment to the Federal Minimum Wage to a higher level than the Florida Minimum Wage. Changes in the Florida minimum wage shall be as outlined in Florida Statute 448.110.
12. **INSURANCE:** STAFFING shall provide liability insurance coverage, written with such insurance carriers as acceptable and approved by VILLAGE 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 for each occurrence as follows: \$1,000,000 Combined Single Limit; Bodily Injury of \$1,000,000 and Property Damage of \$500,000.

Employer's Liability Insurance required \$1,000,000, Workers Compensation Insurance 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 it's 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 Village by certified mail. STAFFING shall submit prior to commencement of any work, a Certificate of Insurance showing VILLAGE as additional insured.

13. INDEMNIFICATION: STAFFING shall indemnify and save harmless and defend VILLAGE, 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, fines, expenses, and penalties up through trial and on appeal of any kind or nature which may arise from any negligent act or omission, misfeasance, or malfeasance of STAFFING, its agents, servants, or employees in the performance of services under this contract.

STAFFING further agrees to indemnify, save harmless and defend VILLAGE, 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, act or omission of STAFFING not included in the paragraph above and for which VILLAGE, its agents, servants or employees are alleged to be liable.

14. INDEPENDENT CONTRACTOR RELATIONSHIP: STAFFING 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 VILLAGE.

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. 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 North Bay Village, Miami-Dade 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 ARE INCLUSIONARY: All exhibits attached hereto or mentioned herein which contain additional terms, shall be deemed Incorporated herein by reference.

20. 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:

VILLAGE: NORTH BAY VILLAGE
Frank K. Rollason
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

STAFFING

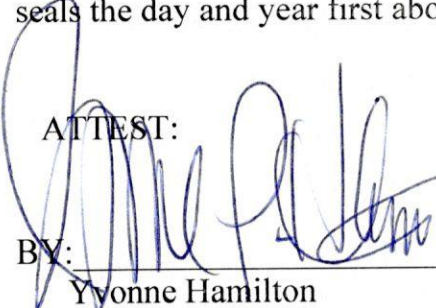
CONNECTION: Sharron Cook, Branch Manager
6555 N. Powerline Road, #306
Fort Lauderdale, FL 33467

21. 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.


ATTEST:

BY:

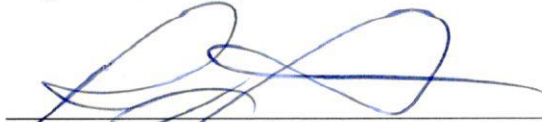

Yvonne Hamilton
Village Clerk

NORTH BAY VILLAGE

BY:

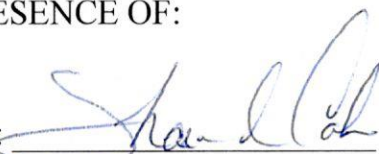

Frank K. Rollason
Village Manager

Approved as to form and
Legal Sufficiency:

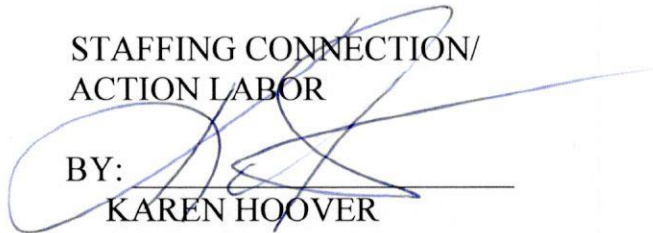


Robert L. Switkes & Associates P.A.
Village Attorney

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

BY: 
WITNESS

STAFFING CONNECTION/
ACTION LABOR

BY: 
KAREN HOOVER
PRESIDENT AND CEO


WITNESS

