

AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

THIS AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES, made and entered into this 26th day of August, 2015, by and between the CITY OF SARASOTA, a municipal corporation, hereafter referred to as "CITY", and ACTION LABOR OF FLORIDA, LLC, a foreign limited liability company authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has publicly announced a Request for Proposal seeking qualified individuals or firms to provide school crossing guard services in accordance with the CITY'S specifications pursuant to Request for Proposal No. 15-33BK; and

WHEREAS, CONTRACTOR has submitted a responsive proposal which has been accepted by CITY to provide CITY with said services; and

WHEREAS, CITY and CONTRACTOR have successfully negotiated the terms and conditions of this Agreement by which CONTRACTOR will provide CITY school crossing guard services pursuant to RFP No. 15-33BK.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, it is agreed as follows:

1. Definitions: The following terms shall have the meanings herein ascribed to them:

A. *City Manager* shall mean the City Manager of the City of Sarasota, Florida, or his designee.

B. *Director* shall mean the Chief of Police of the City of Sarasota, Florida, or her designee.

C. *Project* shall mean the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services is described with more particularity in the Scope of Work and Specifications included within RFP No. 15-33BK. A photocopy of said Scope of Work and Specifications is attached hereto and incorporated by reference herein as Exhibit A. CONTRACTOR shall provide the Project Scope of Services in strict conformance with Exhibit A. The Project Scope of Services shall also include the Action Plan submitted by

CONTRACTOR in response to RFP No. 15-33BK. A photocopy of said Action Plan is attached hereto and incorporated by reference herein as Exhibit B. CONTRACTOR shall provide the Project Scope of Services in strict conformance with Exhibit B. In addition, CONTRACTOR shall strictly comply with all of the terms and conditions set forth within RFP No. 15-33BK, a copy of which is on file in the offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated by reference into this Agreement. In the event of any conflict between the terms set forth in the main body of this Agreement and RFP No. 15-33BK, the terms and conditions set forth in the main body of this Agreement shall control, followed by the terms and conditions set forth in Exhibit A, followed by the terms and conditions set forth in Exhibit B, followed by the terms and conditions set forth in Exhibit C, followed by the terms and conditions set forth in RFP #15-33BK.

2. Scope of Services: The Project Scope of Services shall be provided by CONTRACTOR upon issuance of a Notice to Proceed by CITY. The Director will provide CONTRACTOR specific written instructions regarding the date, time and place for provision of the Project Scope of Services. CONTRACTOR covenants that school crossing guards shall be present a minimum of thirty (30) minutes each morning and afternoon as instructed by the Director during the time ranges indicated in the Scheduling Matrix included within Exhibit A.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services the hourly rate set forth in CONTRACTOR'S Revised Pricing Form submitted in response to RFP No. 15-33BK. The applicable hourly rate shall be as itemized in the Revised Pricing Form for the concurrent number of hours worked by CONTRACTOR'S school crossing guards during the invoice period. A photocopy of said Revised Pricing Form is attached hereto and incorporated by reference herein as Exhibit C. Exhibit C shall be used to determine the hourly rate payable to

CONTRACTOR. The estimated Total Cost column set forth in Exhibit C shall not be used as the basis for CONTRACTOR'S compensation. The fees set forth in this Section 3 shall include any and all reimbursable expenses and costs incurred in retaining subcontractors or any other costs incurred in performing the Scope of Services for the Project. CITY shall pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full, complete invoice to the satisfaction of the City Manager. CONTRACTOR shall provide monthly invoices based upon the number of hours of the Project Scope of Services completed during the invoice period. No amount of compensation, unless authorized by this Section 3, shall be due and payable from CITY to CONTRACTOR.

4. Term: The term of this Agreement shall commence upon complete execution by each of the parties and shall be for a period of three (3) years. This Agreement may be renewed for up to two additional one-year renewal periods upon mutual agreement of the parties.

5. Termination Without Default: The City Manager shall have the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY shall be responsible to CONTRACTOR only for fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event shall CITY be responsible for lost profits of CONTRACTOR or any other elements of a breach of contract. CONTRACTOR acknowledges that the thirty (30) day notice provision set forth in this Section 6 shall be deemed adequate additional consideration supporting this termination for convenience clause.

6. Assignment: CONTRACTOR shall not assign, sell, or transfer any interest in this Agreement.

7. Compliance with Applicable Law: This Agreement shall be governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

8. Public Records: As required by Section 119.0701, Florida Statutes, CONTRACTOR hereby specifically covenants to comply with the public records laws of the State of Florida. CONTRACTOR specifically covenants to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services which form the subject matter of this Agreement.
- (b) Provide the public with access to public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

In the event CONTRACTOR fails to comply with a public records request, CITY shall be authorized to enforce this contractual provision.

9. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and

CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

10. Right of Inspection: The City Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

11. Remedies - Cumulative: All remedies hereinbefore and hereinafter conferred to CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

12. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, shall not be deemed to be a waiver of any default or breach by CITY.

13. Entire Agreement: This Agreement, including Request for Proposal No. 15-33BK on file at the office of Financial Administration Purchasing Division of CITY, shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

14. Attorney's Fees: Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's

fees to the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

15. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes (2014).

16. Notices: Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

Action Labor of Florida, LLC
624 Nottingham Boulevard
West Palm Beach, Florida 33405
Attn: Karen A. Hoover, Manager

IN WITNESS WHEREOF, this Agreement has been signed and sealed in duplicate by the respective parties hereto.

DATED this 20th day of August, 2015, by the City of Sarasota, Florida.

DATED this 19 day of AUGUST, 2015, by Action Labor of Florida, LLC.

CITY OF SARASOTA, FLORIDA

By: Willie Charles Shaw
Willie Charles Shaw, Mayor

ATTEST:

Pamela M. Nadalini
Pamela M. Nadalini, MBA, CMC
City Auditor and Clerk

Approved as to Form and Correctness:

Robert M. Lomax
City Attorney

ACTION LABOR OF FLORIDA, LLC

By: [Signature]

Karen A. Hoover, Manager

Witnesses as to execution on behalf
of Action Labor of Florida, LLC

[Signature]
Witness

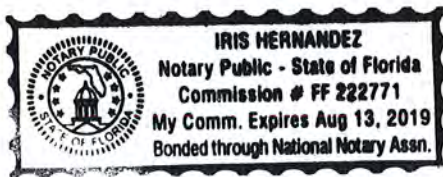
Sharon Cook
Print Name

[Signature]
Witness

August Quatararo
Print Name

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of AUGUST, 2015, by Karen A. Hoover, as Manager of Action Labor of Florida, LLC, who is personally known to me or who has provided _____ as identification.



[Signature]
Notary Public

Print Name: Iris Hernandez

Tammy's Files\Agreements\A - E\Action Labor (7/7/15)

15-33BK

School Crossing Guard Services



**City of Sarasota, Florida
Scope of Work and Specifications**

Prepared by:

Sarasota Police Department

EXHIBIT A

Scope of Services

1. Description of requested services:

- a. Contractor to provide 18 City intersections with trained qualified, supervised, School Crossing Guards for the entire school year, each year of contract.

2. Term of Contract

- a. Three years initial contract with two (1) year renewal options by City.

3. Requirements

- a. Contractor preferred to have Minimum Five Years' Experience;
- b. At least five other Government Client Contracts providing School Crossing Guard Services, similar in scope and size;
- c. Must offer position to existing employees. Prefer that company hire current School Crossing Guards, please include statement confirming as much;
- d. Guards must be trained and certified according to the "Florida School Crossing Guard Training Guidelines";
- e. Must be willing to begin Fall 2015;
- f. Contractor must provide a criminal background, sex offender, drug screening and reference check are required on all newly registered school crossing guards hired while under contract;
- g. Must provide required equipment according to Florida Department of Transportation Safety Office/Florida School Crossing Guard Training Guidelines;
- h. Must provide uniform (vest, gloves, whistle and stop paddle, photo ID badges);
- i. Contractor must provide documentation that all guards and supervisors (employed by vendor) are properly insured with Liability and Workers Comp Insurance;
- j. Contractor to provide a supervisor in the field working with guards daily; also providing administrative support in scheduling and personnel replacement, training, etc.;
- k. Number of current positions: 18 post locations, 1 crossing guard per location, 1 supervisor;
- l. Hire as many of the existing guards initially as are willing to work for you
- m. Contractor responsible for program's payroll
- n. Contractor shall be responsible for all staffing absences and replacement of normally scheduled personnel with qualified and trained replacements, when needed and subject to all requirements stated herein;
- o. Contractor shall ensure daily school crossing guard coverage in accordance with the Sarasota County School Board calendar.

4. Current Schedule and Locations:

	Morning	Afternoon	# Guards
<u>Alta Vista School</u>			
Browning & Tuttle	0730-0830	1445-1545	1
Bahia Vista & Euclid	0730-0830	1445-1545	1
Bahia Vista & Tuttle	0730-0830	1445-1545	1
Bahia Vista & Shado	0730-0830	1445-1545	1
Hatton & Euclid	0730-0830	1445-1545	1
Hatton & Shado	0730-0830	1445-1545	1
<u>Tuttle School</u>			
8 th & Tuttle	0715-0815	1445-1545	1
8 th Street & Lime	0715-0815	1445-1545	1
8 th St. & Brink	0715-0815	1445-1545	1
Lockwood Ridge & 8 th	0715-0815	1445-1545	1
Lockwood Ridge & 12 th St.	0715-0815	1445-1545	1
Fruitville Rd. & Lockwood Rdg S. Side	0715-0815	1445-1545	1
Fruitville Rd. & Lockwood Rdg N. Side	0715-0815	1445-1545	1
<u>South Side School</u>			
Osprey Ave. & McClellan Pkwy	0730-0830	1445-1545	1
Osprey Ave. & Webber	0730-0830	1445-1545	1
Osprey Ave. & Siesta	0730-0830	1445-1545	1
Webber & U.S. 41 W. side	0730-0830	1445-1545	1
Webber & U.S. 41 E. side	0730-0830	1445-1545	1

5. Pricing:

- a. Vendor will quote an hourly rate base on an *estimated total* of 180 days of service each school year. Total number of days worked shall be in accordance with the Sarasota County School Board annual school schedule. Hourly rate should include but not be limited to:

i. Equipment including:

1. Reflective Vest
2. Whistle
3. Stop Paddle
4. Uniform (white uniform shirt) and black pants/shorts
5. Company ID Badges
6. Traffic Cones
7. Recruiting
8. Training

**ACTION PLAN FOR
THE
CITY OF SARASOTA**

UPON NOTIFICATION OF CONTRACT:

Obtain from the City of Sarasota names, addresses and phone numbers of all School Crossing Guards.

Staffing Connection in conjunction with the City of Sarasota will schedule a meeting with all the current guards. The transition will be explained and all questions answered. Guards that have been employed with the City of Sarasota will be given the opportunity to apply for a post assignment with Staffing Connection and considered first to fill all post locations. The hourly pay rate being offered to guards will be within the \$11.00 - \$12.00 per hour range. This will be discussed with the City and their input will be used for final hourly pay rate amount. If any current employees are interested and qualified they would be considered for the field supervisory position. Field Supervisors are required to attend and pass the Trainers training class conducted by FDOT, which Staffing Connection will compensate for.

Recruiting and training will begin immediately within the City of Sarasota for qualified School Crossing Guards.

POST EVALUATIONS AND STATE MEETINGS:

Staffing Connection will visit each post location and map out all current post locations. Staffing Connection will tabulate the number of children crossing at each post on an on-going basis. The data received will be shared with our designated city contact and used to determine if post locations can be eliminated, or the need for additional post assignments. Our goal is to maximize safety and make sure the City's cost is being minimized where possible.

Staffing Connection attends all required state meetings and has relationships with all the necessary state departments that are involved with the School Crossing Guard Program.

SCHOOL CROSSING GUARD TRAINING:

Ensure that all School Crossing Guards have been properly trained to the "Florida School Crossing Guard Training Guidelines" before post assignment.

Facilitate School Crossing Guard Training, sessions are held weekly. Each School Crossing Guard candidate is required to successfully complete a 4 hour classroom training session conducted by a Staffing Connection trainer, who is a FDOT state certified trainer. They will also be required to complete a 2 hour in-the-field training session without and with children at a post.

Staffing Connection will be responsible for completing all training documentation and obtaining the guards' certifications from the state. Guards are re-certified every 12 months.

Maintain School Crossing Guard Training as required for all new personnel hired, scheduled on an "as need basis".

NOTIFICATION TO SCHOOLS:

A letter of introduction/notification will be sent to each school principal, advising who the contact person is at Staffing Connection. This will serve as a reference for the School Resource Office or any parent wishing to contact our office.

SCHOOL CROSSING GUARD MAINTENANCE:

One Field Supervisor will be responsible to verify the coverage of all posts each day and that the Guards are on their posts for the required post time. This allows Staffing Connection the ability to control the attendance/punctuality of all guards on a day-to-day basis. We will have substitutes available at all times and the supervisors will also be available to fill in where needed. Each guard will have the supervisor's phone number and a 24-hour contact at our office, in the event the guard has a problem during non-working hours.

Our staff administrator speaks with the Field Supervisors on a weekly basis, to verify time is being reported correctly and to get a weekly report of events. Forms are turned into our office and kept in an employee file.

Forms include: Weekly supervisor report. Absence Report. Complaint Resolution. Employee Discipline Warning Notice and a Weekly Time Sheet.

Page 2 of 4

EXHIBIT B

A Staffing Connection school crossing guard liaison will travel with the supervisor on a periodic basis to ensure that policies and procedures for School Crossing Guards are being met. Additionally, our management team does unscheduled observations.

EQUIPMENT AND DRESS CODE:

Staffing Connection will provide the state required equipment including:
Ansi II Retro-Reflective Vest, Whistle, Reflective Stop Paddle.

All guards are required to wear a white polo type shirt and navy or black pants/shorts. Tennis shoes are mandatory as proper foot attire. Guards are required to be neat and clean at all times.

BADGES:

Each City of Sarasota School Crossing Guard will be issued a Staffing Connection photo I.D. Badge that must be worn at all times while on their post. This will identify who they are to the children, parents and teachers while on their respective posts.

PAY SCHEDULE:

Employees are paid on a weekly basis upon submission of a group time sheet by the field supervisor

BILLING TERMS:

Invoices are sent weekly and payment is expected at least twice a month. The weekly time sheet is attached to the invoice to support the hours that are being billed.

CONTRACT TERMS:

This would be up to the City of Sarasota. Contracts range from two-three years with three-five years renewal options. This can be discussed and customized for the City.

CONTACT PERSON:

The City of Sarasota will provide a contact person to call if situations arise and for informational purposes.

CALL OUT POLICY:

All crossing guards are required to call their field supervisor 24 hours ahead for any absence request. Failure to do so, may result in termination. Upon receiving an absence request the field supervisor will call a substitute guard to fill the post. In an emergency the field supervisor will stand the post until a substitute can be assigned.

City of Sarasota
RFP Pricing Form

RFP # 15-33BK: School Crossing Guard Services

Proposer/ Company Name: Action Labor of Florida / Staffing Connection

Item	Description	Unit	Total Estimated Hours/ Year	Number Employees/ Year	Hourly Rate	Total Cost
1	<u>Crossing Guard</u> - Yr 1	Hourly	360 hours	18	\$ 17.25	\$ 111,780. ⁰⁰
	" " - Yr 2	Hourly	360 hours	18	\$ 17.60	\$ 114,048. ⁰⁰
	" " - Yr 3	Hourly	360 hours	18	\$ 17.60	\$ 114,048. ⁰⁰
2	<u>Supervisor</u> - Yr 1	Hourly	900 hours	1	\$ 18.85	\$ 16,965. ⁰⁰
	" - Yr 2	Hourly	900 hours	1	\$ 19.20	\$ 17,280. ⁰⁰
	" - Yr 3	Hourly	900 hours	1	\$ 19.20	\$ 17,280. ⁰⁰
Total cost for initial contract period						\$ 391,401. ⁰⁰

All Proposers shall enter an hourly rate, above, for each of the three years that comprise the Initial Contract Period for these services. For each year of the Initial Contract Period; it is estimated that the contractor shall perform these services for a total of One Hundred Eighty (180) days, for Two (2) hours each day. The total of Three Hundred Sixty (360) Hours for the CROSSING GUARD(S) or the total of Nine Hundred (900) Hours for the SUPERVISOR are estimates and are used only for bidding purposes; it is not a guarantee of the actual number of hours that will be worked each year.

The Total Cost for the Initial Contract Period shall be used when calculating the total number of points to be assigned to each proposer for the Evaluation Criteria titled "Pricing". Please refer to page 40 of the RFP package for how this calculation is determined.

The contractor shall be paid at the approved hourly rate(s) indicated above. Hourly rate should include cost for any overhead. This may include but is not limited to uniforms and safety equipment.

- Continued on next page -

EXHIBIT C

City of Sarasota, Sarasota, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this proposal as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications for said service for the prices as listed on the previous pages.

Federal Employer Identification

Number: 65-1038622

All prices are to be F.O.B. Destination Sarasota, Florida.

Where Proposer is a Corporation, add:

Authorized Proposer:

Action Labor Moment of FL ^{Staffing}
Company Name: (Name printed or typed
with Title) ^{Connection}

Karen Hoover
Proposer: (Name printed or typed

(Seal-if applicable)

[Signature]
Authorized Signature of Proposer

624 Nottingham Blvd. West Palm Beach FL
Mailing Address **City** **State**
Zip Code 33405

954-776-3444
Phone Number
[Signature]
Attest:

954-776-8476
Fax Number
[Signature]
Secretary

EXHIBIT C



ACTILAB-01

BEATYL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: PHONE (A/C, No, Ext): (561) 776-0660 E-MAIL ADDRESS:	FAX (A/C, No): (561) 776-0670
INSURED Action Labor Management LLC Action Labor of Florida, LLC dba Staffing Connections 624 Nottingham Blvd. West Palm Beach, FL 33405	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B: American Guarantee & Liability Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 16535 26247

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUOR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PRA5854406-02	10/17/2014	10/17/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PRA4677711-02	10/17/2014	10/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB5498960-02	10/17/2014	10/17/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		PRA5854406-02	10/17/2014	10/17/2015	Per Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage for work performed by employees of Action Labor of Florida.
See Next page for Workers Compensation Coverage

RE: Contract: Bid #15-33BK: School Crossing Guard Services

The City of Sarasota, its individual trustees, officers, directors, employees, agents and representatives are included as additional insured with reagrd to General Liability & Umbrella policies if required by written contract. Waiver of Subrogation applies in favor of The City of Sarasota, it's individual trustees, officers, directors, employees, agents and representatives if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

The City of Sarasota 1565 1st Street Sarasota, FL 34236	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John M. Krupp</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **SUNZ Insurance Solutions, LLC.**
c/o Action Labor Management LLC
624 Nottingham Blvd
West Palm Beach, FL 33405

ID: (Action)

CONTACT NAME: Lisa Beaty
PHONE (A/C, No, Ext): 352-867-2866 FAX (A/C, No):
E-MAIL ADDRESS: lisa.beaty@loausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: SUNZ Insurance Company

34762

INSURER B: Aspen Re - London - Best Rating "A"

INSURER C: Catlin Syndicate - Lloyds - Best Rating "A"

INSURER D: Brit Syndicate - Lloyds - Best Rating "A"

INSURER E:

INSURER F:

INSURED
Action Labor Management, LLC
Dba Staffing Connections
Action Labor of Florida, LLC
624 Nottingham Blvd
West Palm Beach FL 33405

COVERAGES

CERTIFICATE NUMBER: 26031306

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCSTF0000324 01	1/10/2015	1/10/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation					
C	Excess Coverage					
D						This is for informational purposes and nothing shall create any right under such reinsurance.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation coverage applies only to those temporary employees assigned by Action Labor of Florida LLC, but does not extend any other rights or endorsements, unless explicitly requested.

RFA #15.33BK! SCHOOL CROSSING GUARD SERVICES

CERTIFICATE HOLDER

The City of Sarasota, its individual trustees, officers, directors, employees, agents and representatives
1565 1st Street
Sarasota FL 34236

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J Distefano

ACORD 25 (2014/01)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of: The City of Sarasota, its individual trustees,
officers, directors, employees, agents and
representatives
1565 1st Street

Sarasota

FL 34236

Client/Project:

Insured Name: Action Labor Management, LLC

Project Name: For work performed for the certificate holder while in Sarasota, FL

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

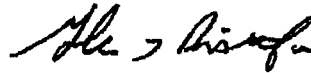
Endorsement
Insured
Action Labor Management, LLC
Dba Staffing Connnections

Effective Policy No.
WCSTF0000324 01

Endorsement No.
Premium

SUNZ Insurance Company

Countersigned by



WC 00 03 13
(Ed. 4-84)

Date Issued: 8/19/2015

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American Guarantee and Liability Insurance Company (?)

A.M. Best #: 002562 NAIC #: 26247 FEIN #: 366071400

Administrative Office

1400 American Lane
Schaumburg, IL 60196-1056
[United States](#)

Web: www.zurichna.com

Phone: 800-987-3373

Fax: 877-962-2567

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



Based on A.M. Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: November 26, 2014
Initial Rating Date: June 30, 1944

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Company, Inc.
Senior Financial Analyst: Michael W. Russo
Vice President: Michael J. Lagomarsino, CFA, FRM

Disclosure Information



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[A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates](#)
November 26, 2014

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: November 26, 2014
Initial Rating Date: September 14, 2004

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1944 and it has received Secure Financial Strength Ratings every year during the most recent 5 year historical period.

Financial Strength	
Effective Date	Rating
11/26/2014	A+
11/21/2013	A+
11/27/2012	A+
11/18/2011	A+
11/19/2010	A+
12/17/2009	A

Long-Term Issuer Credit	
Effective Date	Rating
11/26/2014	aa-
11/21/2013	aa-
11/27/2012	aa-
11/18/2011	aa-
11/19/2010	aa-
12/17/2009	a+

Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.



AMB Credit Report - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 7/8/2015 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report Archive](#).



Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
Data Status: 2015 Best's Statement File - P/C, US Contains data compiled as of 8/21/2015 Quality Cross Checked.

- **Single Company** - five years of financial data specifically on this company.
- **Comparison**
 - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite**
 - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

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Zurich American Insurance Company (?)

A.M. Best #: 002563 NAIC #: 16535 FEIN #: 364233459

Administrative Office

1400 American Lane
 Schaumburg, IL 60196-1056
[United States](#)

Web: www.zurichna.com

Phone: 800-987-3373

Fax: 877-962-2567

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: November 26, 2014
Initial Rating Date: June 30, 1922

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Company, Inc.
Senior Financial Analyst: Michael W. Russo
Vice President: Michael J. Lagomarsino, CFA, FRM

Disclosure Information



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Long-Term: aa-
Outlook: Stable
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Financial Strength

Effective Date	Rating
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11/18/2011	A+
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12/17/2009	A

Long-Term Issuer Credit

Effective Date	Rating
11/26/2014	aa-
11/21/2013	aa-
11/27/2012	aa-
11/18/2011	aa-
11/19/2010	aa-
12/17/2009	aa-

Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
019793	Zurich U.S. Pool (CS)	Represents Property/ Casualty business of this legal entity.
004430	Zurich U.S. Pool (SG)	Represents the A.M. Best Consolidated financials for the Property/ Casualty business of this legal entity.

Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.



AMB Credit Report - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
 Report Revision Date: 7/8/2015 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report Archive](#).

