

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Mobile Car Seat Check-Up Van Sharing Agreement

DEPARTMENT: Public Safety DIVISION: EMS/Fire/Rescue

AUTHORIZED BY: Kenneth M. Roberts CONTACT: Terry L. Schenk EXT. 5002

Agenda Date <u>2/24/04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Agreement between Seminole County and the Children's Safety Village (Safe Kids), which identifies a rotation method for use in sharing the Mobile Car Seat Check-Up Van between the two agencies.

BACKGROUND:

The County was awarded a Chevrolet Express Mobile Car Seat Check-Up Van from the National Safe Kids Campaign. This contract was signed by the Seminole County Board of County Commissioners on September 9, 2003. Seminole County EMS/Fire/Rescue serves as the lead agency for Safe Kids Seminole County. As part of the award, the County has agreed to share the van with Orange County Safe Kids, for which the Children's Safety Village serves as the lead agency. Orange County will be responsible for insurance of the van and personnel while in their possession.

The purpose of the van is to promote child passenger safety. This van provides all the necessary equipment needed to conduct child safety seat check-up events, as well as allowing a safe manner in which to transport all equipment.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Risk Mgmt:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
Post:	<u>[Signature]</u>
File No.	<u>CPSF01</u>

MOBILE CAR SEAT CHECK UP VAN SHARING AGREEMENT

THIS AGREEMENT is made and entered into this day of 20 , by and between THE CHILDREN'S SAFETY VILLAGE, a Florida non profit corporation, whose address is 910 Fairvilla Road, Orlando, Florida 32808, hereinafter called "SAFE KIDS" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY"

W I T N E S S E T H:

WHEREAS, the COUNTY has been awarded a Chevrolet Express Mobile Car Seat Check Up Van from the National Safe Kids Campaign® to help promote child passenger safety initiatives; and

WHEREAS, as part of that award, the COUNTY will share use of the Mobile Car Seat Check Up Van with SAFE KIDS and

WHEREAS, SAFE KIDS wishes to share use of the Mobile Car Seat Check Up Van with the COUNTY, subject to the terms and conditions as expressed in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and SAFE KIDS agree as follows:

SECTION 1. USE OF MOBILE CAR SEAT CHECK UP VAN. The COUNTY grants SAFE KIDS use of the Mobile Car Seat Check Up Van for the months of January, March, May, July, September, and November for the year 2004 and the months of February, April, June, August, October, and December for the year 2005. Thereafter, this rotation will continue until this Agreement is terminated. SAFE KIDS agrees to conduct a minimum of four (4) events using the Mobile Car Seat Check Up Van in each month they have use of the Mobile Car Seat Check Up Van

SECTION 2. TERM. This Agreement shall take effect on January 1, 2004, notwithstanding the dates the parties executed this Agreement, and

shall automatically renew each year unless otherwise terminated as provided in this Agreement

SECTION 3. SAFE KIDS RESPONSIBILITIES. SAFE KIDS agrees to the following with respect to the use of the Mobile Car Seat Check Up Van

(a) SAFE KIDS agrees to keep the Mobile Car Seat Check Up Van and contents in good working order and agree to provide a safe and secure environment of the housing of the vehicle proper care and repair of all checkup equipment (e.g tents and signs) and the proper replenishment of checkup equipment and materials SAFE KIDS agrees to reimburse the COUNTY for all damages incurred to check up events equipment or supplies (e.g tents and signs) while the Mobile Car Seat Check Up Van is in SAFE KIDS possession

(b) SAFE KIDS agrees to maintain the vehicle in a clean and presentable condition, and to have the vehicle ready for pick up by the COUNTY on the first business day of each month in which the COUNTY has use of the vehicle SAFE KIDS agrees to return the vehicle to the COUNTY each month in a presentable and clean manner and refueled to maximum capacity

c SAFE KIDS agrees to use the administrative oversight grant solely for expenses related to the operation and upkeep of the Mobile Car Seat Check Up Van.

d) SAFE KIDS agrees to not alter the graphic design on the Mobile Car Seat Check Up Van in any manner without the express written consent of the COUNTY

e) SAFE KIDS agrees to submit Mobile Car Seat Check Up Van logs to the COUNTY by the last day of each month via fax Said log will be in the format as designated by the National Safe Kids Campaign®

(f) SAFE KIDS agrees to submit a monthly calendar, prior to each monthly use, to COUNTY for overall scheduling purposes of the Mobile Car

Seat Check Up Van. SAFE KIDS agrees to share the Mobile Car Seat Check Up Van when not in use with other requesting coalitions as coordinated by COUNTY

g) SAFE KIDS shall notify the COUNTY Fleet Management of any mechanical problems with the Mobile Car Seat Check Up Van while the Mobile Car Seat Check Up Van is in SAFE KIDS' possession.

(h) SAFE KIDS understands that the Mobile Car Seat Check Up Van may not be used for personal use under any circumstances

i) SAFE KIDS shall provide to COUNTY a copy of valid drivers' licenses for all persons driving the Mobile Car Seat Check Up Van during months when SAFE KIDS has possession of the Mobile Car Seat Check Up Van

SECTION 4. COUNTY RESPONSIBILITIES. The COUNTY hereby agrees to the following:

(a) The COUNTY agrees to maintain the Mobile Car Seat Check Up Van in a clean and presentable condition, and shall have it ready for pickup by SAFE KIDS on the first business day of each month in which SAFE KIDS has use of the Mobile Car Seat Check Up Van, refueled to maximum capacity

(b) The COUNTY shall provide SAFE KIDS with a monthly calendar of its Mobile Car Seat Check Up Van events for each month the COUNTY is in possession of the Mobile Car Seat Check Up Van.

(c) The COUNTY shall be solely responsible for any damage to the vehicle or its supplies during the month the COUNTY is in possession of the Mobile Car Seat Check Up Van

(d) Each party agrees to share the Mobile Car Seat Check Up Van with the other party during periods where the van is not in use

SECTION 5. INDEMNIFICATION OF COUNTY. As may be allowed under Florida law SAFE KIDS shall indemnify and hold harmless the COUNTY its

officers agents and employees from and against any claim demand or cause of action of whatsoever kind or nature arising out of performance of services under this Agreement by SAFE KIDS its officers agents or employees including any injuries by subcontractor contract employees or independent contractor of Safe Kids incurred during the performance of services arising out of this Agreement

SECTION 6. INSURANCE

a) General The SAFE KIDS shall at the SAFE KIDS own cost procure the insurance required under this Section

(1) The SAFE KIDS shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Employer's Liability Commercial General Liability and Business Auto Policy COUNTY its officials officers and employees shall be named additional insured under the Commercial General Liability policy The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage Until such time as the insurance is no longer required to be maintained by the SAFE KIDS, the SAFE KIDS shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement In lieu of the statement on the Certificate the SAFE KIDS shall at the option of the COUNTY submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full

compliance with the requirements of the Agreement

3 In addition to providing the Certificate of Insurance if required by the COUNTY the SAFE KIDS shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section

Neither approval by the COUNTY or failure to disapprove the insurance furnished by SAFE KIDS shall relieve the SAFE KIDS of the SAFE KIDS' full responsibility for performance of any obligation including SAFE KIDS' indemnification of COUNTY under this Agreement

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida

In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M Best Company

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SAFE KIDS shall as soon as the SAFE KIDS has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different

insurance company meeting the requirements of this Agreement. Until such time as the SAFE KIDS has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the SAFE KIDS shall be deemed to be in default of this Agreement

(c) Specifications Without limiting any of the other obligations or liability of the SAFE KIDS the SAFE KIDS shall, at the SAFE KIDS sole expense procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SAFE KIDS and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1 Commercial General Liability.

(A) The SAFE KIDS insurance shall cover the SAFE KIDS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the SAFE KIDS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Two (2) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

Business Auto Policy

(A) The SAFE KIDS' insurance shall cover the SAFE KIDS for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01 as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements Coverage shall include owned, non-owned and hired autos

(B) The minimum limits to be maintained by the SAFE KIDS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate the SAFE KIDS shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SAFE KIDS shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

d) Coverage. The insurance provided by SAFE KIDS pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the SAFE KIDS

(e) Occurrence Basis The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a

claims-made basis

f) Obligations Compliance with the foregoing insurance requirements shall not relieve the SAFE KIDS its employees or agents of liability from any obligation under a Section or any other portions of this Agreement

SECTION 7. ASSIGNMENT. This Agreement, or any interest herein shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith

SECTION 8. TERMINATION This Agreement may be terminated by either party upon sixty (60) days written notice to the other party If SAFE KIDS is in possession of the Mobile Car Seat Check Up Van upon termination of this Agreement, SAFE KIDS shall promptly return the Mobile Car Seat Check Up Van to the COUNTY in a clean working, and presentable condition and refueled to the maximum capacity

SECTION 9. MODIFICATIONS, AMENDMENTS OR ALTERATIONS No modification amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith

SECTION 10. INDEPENDENT CONTRACTOR It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties or as constituting the SAFE KIDS including its officers, employees and agents the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever The SAFE KIDS is to be and shall remain an independent contractor with respect to all services performed under this Agreement

SECTION 11. EMPLOYEE STATUS Persons employed by the SAFE KIDS in the performance of services and functions pursuant to this Agreement

shall have no claim to pension workers compensation, unemployment
pensation civil service or other employee rights or privileges granted
to the COUNTY'S officers and employees either by operation of law or by
the COUNTY

SECTION 12. PUBLIC RECORDS LAW SAFE KIDS acknowledges COUNTY'S
obligations under Article Section 24 Florida Constitution
Chapter 119, Florida Statutes to release public records to members of
the public upon request SAFE KIDS acknowledges that COUNTY is required
to comply with Article 1 Section 24, Florida Constitution and Chapter
119, Florida Statutes in the handling of the materials created under
this Agreement and that said statute controls over the terms of this
Agreement

SECTION 13. SUBCONTRACTORS. In the event SAFE KIDS, during the
course of the work under this Agreement, requires the services of
subcontractors or other professional associates in connection
service covered by this Agreement, SAFE KIDS must secure the prior
written approval of the COUNTY. If subcontractors or other professional
associates are required in connection with the services covered by this
Agreement SAFE KIDS shall remain fully responsible for the services of
subcontractors or other professional associates

SECTION 14. NOTICES Whenever either party desires to give
notice unto the other, it must be given by written notice sent by
certified United States 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 shall remain such until it shall have been
changed by written notice in compliance with the provisions of this
Section For the present the parties designate the following as
respective places for giving of notice, to wit:

FOR COUNTY:

Public Safety Department
150 Bush Blvd.
Sanford, FL 32773

FOR SAFE KIDS:

The Children's Safety Village
910 Fairvilla Road
Orlando, FL 32808

SECTION 15. COMPLIANCE WITH LAWS AND REGULATIONS In providing services pursuant to this Agreement the SAFE KIDS shall abide by statutes ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the SAFE KIDS

SECTION 16. CONFLICT OF INTEREST.

(a) The SAFE KIDS agrees that it will not engage in any action would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter Florida Statutes, relating to ethics in government.

(b) The SAFE KIDS hereby certifies that no officer agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5%) either directly or indirectly, in the business of the SAFE KIDS to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c Pursuant to Section 216.347, Florida Statutes the SAFE KIDS hereby agrees that monies received from the COUNTY pursuant to this

Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein

ATTEST

Stuzanne E. Charin Herr
STUZANNE HERR, Secretary

(CORPORATE SEAL)

THE CHILDREN'S SAFETY VILLAGE

By: 
KEVIN BEARY, President

Date: 01/26/04

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By _____
DARYL G. MCLAIN, Chairman

Date _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney

AC/lpk
12/2/03 1/5/04 1/9/04
Mobile Car Seat Check Up Van share agt