

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Youth Services Agreements

DEPARTMENT: Library & Leisure Services **DIVISION:** Library Services

AUTHORIZED BY: *J. Helman* **CONTACT:** J. Suzy Goldman **EXT:** 1605

Agenda Date: 5/23/06 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Service Agreements with various contractors to provide children's programs at the branch libraries as part of the Summer Reading Program.

BACKGROUND:

The Library Services Division utilizes outside organizations/individuals to provide children's programs in the libraries. Per Risk Management and the County Attorney's Office, a personal service agreement and proof of insurance is required. Programmers for Summer 2006 are listed below:

The CARE Foundation	\$1,315
Central Florida Zoological Park	\$125
Steve Knight, Nifty Puppets	\$1,400
Fooltales	\$1,750

As signed contracts have not yet been received from two additional programmers, these will be addressed in a follow-up agenda item on June 13, 2006. These are:

Tim Scarbrough, Lyndel and Co.	\$1,560
The Mash Potato Players	\$1,950

The total program cost is \$8,100. The General Fund portion is \$5,000 with the Friends of the Library funding the remaining balance of \$3,100.

Reviewed by:	
Co Atty:	<i>an</i>
DFS:	
Other:	
DCM:	<i>SS</i>
CM:	<i>Joe</i>
File No.	<u>CLLL01</u>

SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY
AND THE CARE FOUNDATION

THIS AGREEMENT is made and entered into this 4 day of May, 2006, by and between 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 referred to as "COUNTY" and THE CARE FOUNDATION, whose mailing address is P.O. Box 1012, Christmas, Florida 32709, hereinafter referred to as "CARE".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs regarding Florida native animals for Seminole County residents; and

WHEREAS, CARE maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the COUNTY and CARE agree as follows:

SECTION 1. SERVICES PROVIDED BY CARE. The COUNTY does hereby retain CARE and CARE does hereby agree to organize and present eight (8) educational programs regarding Florida native wildlife, ecology, habitats, and preservation for the benefit of the citizens of Seminole County as follows:

Monday, June 5, 2006 at 2:00 p.m. and 3:00 p.m. - West Branch

Tuesday, June 6, 2006 at 2:00 p.m. and 3:00 p.m. - East Branch

Wednesday, June 7, 2006 at 10:00 a.m. - North Branch

Wednesday, June 7, 2006 at 3:00 p.m. - Jean Rhein Central Branch

Thursday, June 8, 2006 at 2:00 p.m. and 3:00 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist CARE in its presentation of the above referenced programs by making space available at the East, Central, North, Northwest and West Branch Libraries on the dates specified for these programs.

SECTION 3. COMPENSATION. The COUNTY agrees to compensate CARE the total sum of ONE THOUSAND THREE HUNDRED FIFTEEN AND NO/100 DOLLARS (\$1,315.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 8, 2006.

SECTION 4. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2006, unless terminated earlier as provided herein.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

(a) CARE shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay resulting out of CARE's negligence, fraud, defalcation, dishonesty, or failure of CARE to comply with applicable laws or regulations; or by reason or as a result of any act or omission of CARE in the performance of this Agreement; or

as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to CARE by registered or certified mail. Upon receiving such notice, CARE, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in the CARE's defense of any such action, suit or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, CARE shall, at its sole expense, obtain and maintain General Liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries including accidental or wrongful death to any one person. CARE shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such General Liability insurance policy. The COUNTY, its officials, officers, and employees shall be named as additional insured parties under the General Liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such

statement on the Certificate of Insurance, CARE shall, at the option of the COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. CARE 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies 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 lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, CARE shall, as soon as CARE 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 CARE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CARE shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of CARE to the COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find CARE, its employees, its agents or its volunteers to be an employee of the COUNTY, and CARE shall be entitled to none of the rights, privileges, or benefits of Seminole County employees, including coverage under the COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. CARE shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, Florida 32771

New address :

For CARE:

Cristin Burford
The Care Foundation
P.O. Box 1012
Christmas, Florida 32708

4609 W. POWKAN RD.
APOPKA, FL. 32712

SECTION 12. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

M. M. Dobb
Witness (Signature)

Gail M. Dobb
Witness (Print Name)

Lestey O'Reilly
Witness (Signature)

Lestey O'Reilly
Witness (Print Name)

THE CARE FOUNDATION

By: Cristin Burford
CRISTIN BURFORD

Date: 5/4/06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, 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 _____, 2006
regular meeting.

County Attorney
AC/lpk
2/15/06
Service agt-The Care Foundation

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/07/2006

PRODUCER
BUSINESS INSURANCE SERVICE
P O BOX 2180
GOLDENROD, FL 32733-2180

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: NATION FIRE & MARINE INSURANCE COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSURED
C.A.R.E. FOUNDATION
P O BOX 1012
CHRISTMAS, FL 32709

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	72LPE705322	03/27/2006	03/27/2007	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMPI/OP AGG	\$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea. accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC	\$
	GARAGE LIABILITY				AUTO ONLY: AGG	\$
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$
	EXCESS LIABILITY				AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
ADDITIONAL INSURED PER FORM CG 2009

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: <input checked="" type="checkbox"/>	CANCELLATION
NEWTON PROPERTIES GARY & IRIS JONES 4609 W. PONKAN RD. APOPKA, FL 32712		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Daniel C. O'Shea</i>

**SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY
AND THE CENTRAL FLORIDA ZOOLOGICAL PARK**

THIS AGREEMENT is made and entered into this 5th day of April, 2006, by and between **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 referred to as "COUNTY" and the **CENTRAL FLORIDA ZOOLOGICAL PARK**, whose mailing address is P.O. Box 470309, Sanford, Florida 32747-0309, hereinafter referred to as "ZOO".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs regarding wildlife and ecology for Seminole County residents; and

WHEREAS, the ZOO maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the COUNTY and the ZOO agree as follows:

SECTION 1. SERVICES PROVIDED BY THE ZOO. The COUNTY does hereby retain the ZOO and the ZOO does hereby agree to organize and present seven (7) educational programs for the benefit of the citizens of Seminole County as follows:

Monday, July 10, 2006 at 2:00 p.m. and 3:00 p.m. - West Branch
"ZOOM Around the World"

Tuesday, July 11, 2006 at 2:00 p.m. and 3:00 p.m. - East Branch
"ZOOM Around the World"

Wednesday, July 12, 2006 at 10:00 a.m. - North Branch
"ZOOM Around the World"

Thursday, July 13, 2006 at 2:00 p.m. and 3:00 p.m. - Northwest Branch
"Creatures of the Night"

SECTION 2. RESPONSIBILITIES OF COUNTY.

(a) The COUNTY hereby agrees to assist the ZOO in its presentation of the above referenced programs by making space available at the Branch Libraries on the dates specified for these programs.

(b) Pay to the ZOO the sum of ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125.00) as compensation for the "ZOOM Around the World" presentation on July 12, 2006.

(c) As consideration for the remaining six (6) programs put on by the ZOO, the COUNTY agrees to present five (5) storytime programs at the Central Florida Zoological Park in November, 2006, with the dates and times to be agreed upon by the parties.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2006, unless terminated earlier as provided herein.

SECTION 4. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 5. INDEMNIFICATION.

(a) The ZOO shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY

may sustain, suffer or incur or be required to pay resulting out of the ZOO's negligence, fraud, defalcation, dishonesty, or failure of the ZOO to comply with applicable laws or regulations; or by reason or as a result of any act or omission of the ZOO in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to the ZOO by registered or certified mail. Upon receiving such notice, the ZOO, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in the ZOO's defense of any such action, suit or proceeding.

SECTION 6. INSURANCE.

(a) During the entire term of this Agreement, the ZOO shall, at its sole expense, obtain and maintain General Liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries including accidental or wrongful death to any one person. The ZOO shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such General Liability insurance policy. The COUNTY, its officials, officers, and employees shall be named as additional insured

parties under the General Liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, the ZOO shall, at the option of the COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. The ZOO 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies 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 lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, the ZOO shall, as soon as the ZOO 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 ZOO has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, the ZOO shall be deemed to be in breach of this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the ZOO to the COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find the ZOO, its employees, its agents or its volunteers to be an employee of the COUNTY, and the ZOO shall be entitled to none of the rights, privileges, or benefits of Seminole County employees, including coverage under the COUNTY's Workers' Compensation Insurance Program.

SECTION 8. SUBCONTRACTORS. The ZOO shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 9. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

SECTION 10. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, Florida 32771

For ZOO:

Dawn Danzi, Education Registrar
Central Florida Zoological Park
P.O. Box 470309,
Sanford, Florida 32747-0309

SECTION 11. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Dawn L. Danzi
Witness (Signature)

Dawn L. Danzi
Witness (Print Name)

Shannon J. Rininger
Witness (Signature)

SHANNON J. RININGER
Witness (Print Name)

CENTRAL FLORIDA ZOOLOGICAL PARK

By: *Stephanie Miller*

Education Manager

Date: 4-5-06 CFZP

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/15/06
Service agt-zoo

CARLTON HENLEY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 2006
regular meeting.

**SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY
AND STEVE KNIGHT, NIFTY PUPPETS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between **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 referred to as "COUNTY" and **STEVE KNIGHT, ~~NIFTY PUPPETS~~**, *SK* whose address is 600 Florida Avenue, St. Cloud, Florida 34769, hereinafter referred to as "KNIGHT".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, KNIGHT maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the COUNTY and KNIGHT agree as follows:

SECTION 1. SERVICES PROVIDED BY KNIGHT. The COUNTY does hereby retain KNIGHT and KNIGHT does hereby agree to organize and present eight (8) educational programs entitled "The Rabbit Who Wanted Red Wings". The shows are scheduled as follows:

Monday, June 19, 2006 at 2:00 p.m. and 3:15 p.m. - West Branch
Tuesday, June 20, 2006 at 2:00 p.m. and 3:15 p.m. - East Branch
Wednesday, June 21, 2006 at 10:00 a.m. - North Branch
Wednesday, June 21, 2006 at 3:00 p.m. - Jean Rhein Central Branch
Thursday, June 22, 2006 at 2:00 p.m. and 3:15 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist KNIGHT in its presentation of the above referenced programs by making space available at the East, Central, North, Northwest and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2006, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. The COUNTY agrees to compensate KNIGHT the total sum of ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 22, 2006.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

(a) KNIGHT shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay resulting out of KNIGHT's negligence, fraud, defalcation, dishonesty, or failure of KNIGHT to comply with applicable laws or regulations; or by reason or as a result of any act or omission of KNIGHT in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to KNIGHT by registered or certified mail. Upon receiving such notice, KNIGHT, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in the KNIGHT's defense of any such action, suit or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, KNIGHT shall, at its sole expense, obtain and maintain General Liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries including accidental or wrongful death to any one person. KNIGHT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such General Liability insurance policy. The COUNTY, its officials, officers, and employees shall be named as additional insured parties under the General Liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, KNIGHT shall, at the option of the COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. KNIGHT 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies 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 lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, KNIGHT shall, as soon as KNIGHT 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

KNIGHT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, KNIGHT shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of KNIGHT to the COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find KNIGHT, its employees, its agents or its volunteers to be an employee of the COUNTY, and KNIGHT shall be entitled to none of the rights, privileges, or benefits of Seminole County employees, including coverage under the COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. KNIGHT shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, Florida 32771

For KNIGHT:

Steve Knight, Nifty Puppets
600 Florida Avenue
St. Cloud, Florida 34769

SECTION 12. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Mary L. Taylor
Witness (Signature)

MARY L TAYLOR
Witness (Print Name)

Carol Heilmann
Witness (Signature)

Carol Heilmann
Witness (Print Name)

STEVE KNIGHT, ~~WITNESS~~ *SPK*

By: Steve Knight
STEVE KNIGHT

Date: 3/19/06

SPK

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/15/06
Service agt-Steve Knight

CARLTON HENLEY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 2006
regular meeting.

**SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY
AND FOOLTALES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between **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 referred to as "COUNTY" and **FOOLTALES**, whose address is 8A Raymond Road, Salem, Massachusetts 01970, hereinafter referred to as "FOOLTALES".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, FOOLTALES maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the COUNTY and FOOLTALES agree as follows:

SECTION 1. SERVICES PROVIDED BY FOOLTALES. The COUNTY does hereby retain FOOLTALES and FOOLTALES does hereby agree to organize and present eight (8) educational programs consisting of magic, storytelling and music designed to promote reading and use of the library. The shows are scheduled as follows:

Monday, June 12, 2006 at 2:00 p.m. and 3:00 p.m. - West Branch

Tuesday, June 13, 2006 at 2:00 p.m. and 3:00 p.m. - East Branch

Wednesday, June 14, 2006 at 10:00 a.m. - North Branch

Wednesday, June 14, 2006 at 3:00 p.m. - Jean Rhein Central Branch

Thursday, June 15, 2006 at 2:00 p.m. and 3:00 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist FOOLTALES in its presentation of the above referenced programs by making space available at the East, Central, North, Northwest and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2006, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. The COUNTY agrees to compensate FOOLTALES the total sum of ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$1,750.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 15, 2006.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

(a) FOOLTALES shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay resulting out of FOOLTALES's negligence, fraud, defalcation, dishonesty, or failure of FOOLTALES to comply with applicable laws or regulations; or by reason or as a result of any act or omission of FOOLTALES in the

performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to FOOLTALES by registered or certified mail. Upon receiving such notice, FOOLTALES, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in the FOOLTALES's defense of any such action, suit or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, FOOLTALES shall, at its sole expense, obtain and maintain General Liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries including accidental or wrongful death to any one person. FOOLTALES shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such General Liability insurance policy. The COUNTY, its officials, officers, and employees shall be named as additional insured parties under the General Liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of

such statement on the Certificate of Insurance, FOOLTALES shall, at the option of the COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. FOOLTALES 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies 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 lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, FOOLTALES shall, as soon as FOOLTALES 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 FOOLTALES has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, FOOLTALES shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of FOOLTALES to the COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find FOOLTALES, its employees, its agents or its volunteers to be an employee of the COUNTY, and FOOLTALES shall be entitled to none of the rights, privileges, or benefits of Seminole County employees, including coverage under the COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. FOOLTALES shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, FL 32771

For FOOLTALES:

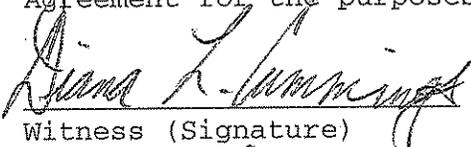
Fooltales
8A Raymond Road
Salem, MA 01970

SECTION 12. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

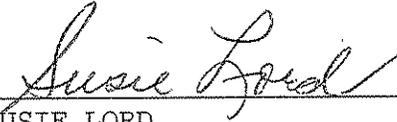

Witness (Signature)

DIANA L. CUMMINGS
Witness (Print Name)


Witness (Signature)

Anne Landry
Witness (Print Name)

FOOLTALES

By: 
SUSIE LORD

Date: 3/23/06

