

Item 15

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Youth Services Agreements

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

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

Agenda Date: <u>5/24/05</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 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 2005 are listed below. The total program cost is \$6,225.

- The CARE Foundation
- Nancy Kenton Puppet Productions
- Central Florida Zoological Park
- Tim Scarbrough, Lyndel and Company
- Steve Knight, Nifty Puppets

Reviewed by:	
Co Atty:	<u><i>[Signature]</i></u>
DFS:	_____
Other:	_____
DCM:	<u><i>SS</i></u>
CM:	<u><i>[Signature]</i></u>
File No.:	<u>CLLL01</u>

**SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY
AND THE CARE FOUNDATION**

THIS AGREEMENT is made and entered into this 6 day of MAY, 2005, 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 nine (9) educational programs regarding Florida native wildlife, ecology, habitats, and preservation for the benefit of the citizens of Seminole County as follows:

Wednesday, June 8, 2005 at 2:00 p.m. and 3:00 p.m. - East Branch

Monday, July 11, 2005 at 2:00 p.m. and 3:00 p.m. - Central Branch

Wednesday, July 13, 2005 at 10:00 a.m. - North Branch

Thursday, July 14, 2005 at 2:00 p.m. and 3:00 p.m. - Northwest Branch

Thursday, July 21, 2005 at 2:00 p.m. and 3:00 p.m. - West 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 ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$1,150.00) for the nine (9) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 21, 2005.

SECTION 4. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2005, 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

For CARE:

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

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.

Debbie Mize
Witness

Cristin Burford
Witness

THE CARE FOUNDATION

By: Cristin Burford
CRISTIN BURFORD

Date: 5/6/05

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 _____, 2005
regular meeting.

County Attorney
AC/lpk
2/15/05
CARE

**SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY
AND NANCY KENTON PUPPET PRODUCTIONS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2005, 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 **NANCY KENTON PUPPET PRODUCTIONS**, whose address is 330 N.W. 2nd Street, High Springs, Florida 32643, hereinafter referred to as "KENTON".

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, KENTON 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 KENTON agree as follows:

SECTION 1. SERVICES PROVIDED BY KENTON. The COUNTY does hereby retain KENTON and KENTON does hereby agree to organize and present eight (8) educational programs entitled "Puppets on Parade" featuring puppets, marionettes, music and stories. The shows are scheduled as follows:

Tuesday, June 21, 2005 at 2:00 p.m. and 3:00 p.m. - West Branch

Tuesday, June 21, 2005 at 7:00 p.m. - Central Branch

Wednesday, June 22, 2005 at 10:00 a.m. - North Branch

Wednesday, June 22, 2005 at 2:00 p.m. and 3:00 p.m. - East Branch

Thursday, June 23, 2005 at 2:00 p.m. and 3:00 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist KENTON 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, 2005, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. The COUNTY agrees to compensate KENTON the total sum of TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$2,600.00) 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 23, 2005.

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) KENTON 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 KENTON's negligence, fraud, defalcation, dishonesty, or failure of KENTON to comply with applicable laws or regulations; or by reason or as a result of any act or omission of KENTON 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 KENTON by registered or certified mail. Upon receiving such notice, KENTON, 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 KENTON's defense of any such action, suit or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, KENTON 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. KENTON 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, KENTON 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. KENTON 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, KENTON shall, as soon as KENTON 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 KENTON has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, KENTON 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 KENTON 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 KENTON, its employees, its agents or its volunteers to be an employee of the COUNTY, and KENTON 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. KENTON 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 KENTON:

Nancy Kenton Puppet Productions
330 N.W. 2nd Street
High Springs, Florida 32643

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



Witness

NANCY KENTON PUPPET PRODUCTIONS

By: 
NANCY KENTON

Date: March 1, 2005

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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.

As authorized for execution
by the Board of County Commissioners
at their _____, 2005
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/15/05
KENTON

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

THIS AGREEMENT is made and entered into this 14 day of April, 2005, 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 address is 3755 NW Highway 17-92, Sanford, Florida 32747, 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 perform the following services for the benefit of the citizens of Seminole County:

(a) Organize and present two (2) educational programs entitled "Creatures of the Night" at the West Branch Library to be held on June 14, 2005 at 2:00 p.m. and 3:00 p.m.

(b) Organize and present two (2) educational programs entitled "Zoom Around the World," at the Northwest Branch Library to be held on June 16, 2005 at 2:00 p.m. and 3:00 p.m.

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist the ZOO in its presentation of the abovereferenced programs by making space available at the West Branch and Northwest 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, 2005, 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:

Central Florida Zoological Park
P.O. Box 470309,
Sanford, Florida 32747.

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.

David L. [Signature]
Witness
David Koller
Witness

CENTRAL FLORIDA ZOOLOGICAL PARK

By: *[Signature]*
Date: Apr. 14, 2005

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.

As authorized for execution
by the Board of County Commissioners
at their _____, 2005
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/15/05
zoo

**SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY
AND LYNDEL AND COMPANY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2005, 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 **LYNDEL AND COMPANY**, whose mailing address is P.O. Box 2493, Winter Haven, Florida 33883-2493, hereinafter referred to as "LYNDEL".

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, LYNDEL 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 LYNDEL agree as follows:

SECTION 1. SERVICES PROVIDED BY LYNDEL. The COUNTY does hereby retain LYNDEL and LYNDEL does hereby agree to organize and present eight (8) educational programs entitled "Lyndel the Magician" consisting of magic and comedy designed to promote reading and use of the library. The shows are scheduled as follows:

Tuesday, June 28, 2005 at 2:00 p.m. and 3:30 p.m. - Central Branch

Tuesday, June 28, 2005 at 7:00 p.m. - West Branch

Wednesday, June 29, 2005 at 10:00 a.m. - North Branch

Wednesday, June 29, 2005 at 2:00 p.m. and 3:30 p.m. - East Branch

Thursday, June 30, 2005 at 2:00 p.m. and 3:30 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist LYNDEL 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, 2005, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. The COUNTY agrees to compensate LYNDEL the total sum of ONE THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$1,350.00) 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 30, 2005.

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) LYNDEL 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 LYNDEL's negligence, fraud, defalcation, dishonesty, or failure of LYNDEL to comply with applicable laws or regulations; or by reason or as a result of any act or omission of LYNDEL 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 LYNDEL by registered or certified mail. Upon receiving such notice, LYNDEL, 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 LYNDEL's defense of any such action, suit or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, LYNDEL 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. LYNDEL 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, LYNDEL 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. LYNDEL 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, LYNDEL shall, as soon as LYNDEL 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 LYNDEL has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, LYNDEL 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 LYNDEL 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 LYNDEL, its employees, its agents or its volunteers to be an employee of the COUNTY, and LYNDEL 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. LYNDEL 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 LYNDEL:

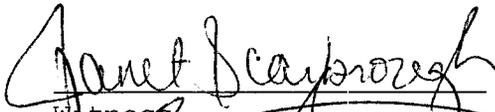
Tim Scarbrough
Lyndel and Company
P.O. Box 2493
Winter Haven, Florida 33883-2493

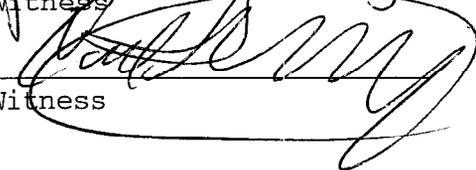
SECTION 12. ENTIRE AGREEMENT.

(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


Witness

LYNDEL AND COMPANY

By: 

TIM SCARBROUGH

Date: 3/21/05

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 _____, 2005
regular meeting.

County Attorney
AC/lpk
2/15/05
LYNDEL

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

THIS AGREEMENT is made and entered into this 15 day of MARCH, 2005, 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~~**, *Steve Knight* 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 "Steve Knight's Nifty Puppets Variety Show". The shows are scheduled as follows:

Tuesday, July 12, 2005 at 2:00 p.m. and 3:00 p.m. - West Branch

Wednesday, July 20, 2005 at 10:00 a.m. - North Branch

Wednesday, July 20, 2005 at 2:00 p.m. and 3:00 p.m. - East Branch

Thursday, July 21, 2005 at 2:00 p.m. and 3:00 p.m. - Central Branch

Thursday, July 21, 2005 at 7:00 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, 2005, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. The COUNTY agrees to compensate KNIGHT the total sum of ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$1,125.00) 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 July 21, 2005.

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.

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For COUNTY:

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

For KNIGHT:

Steve Knight, ~~Nifty Puppets~~ *SPR*
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

Carol J. White
Witness

STEVE KNIGHT, ~~NEEBY 1011111111~~ *SK*

By: Steve Knight
STEVE KNIGHT

Date: 3/15/05

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.

As authorized for execution
by the Board of County Commissioners
at their _____, 2005
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
2/15/05
KNIGHT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2005

PRODUCER (610)868-8507 FAX (610)868-7604

Hampson Mowrer Kreitz Agency
54 S. Commerce Way, Suite 150
Bethlehem, PA 18017

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.

INSURED World Clown Association
c/o Pat Wilson
PO Box 77236
Corona, CA 92877-0107

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Clarendon National Ins Co	20532
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EGL001350-01	05/01/2005	05/01/2006	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		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)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						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 Named Insured: Steven Knight

Effective Date: 05/01/2005

CERTIFICATE HOLDER

Knight, Steven
600 Florida Ave
St Cloud, FL 34769

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Goldsmith/KAR

