

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: 6/13/06 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

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

**BACKGROUND:**

On May 23, 2006 the Board of County Commissioners approved service agreements with several contractors to provide children’s programs in the libraries. At the time, signed contracts had not been received from two additional programmers. This request is for the Mash Potato Players for a contract in the amount of \$1,950. One additional contract is still outstanding.

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: *[Signature]*  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: *[Signature]*  
CM: *[Signature]*  
File No. CLLSL01

**SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY  
AND THE MASH POTATO PLAYERS**

**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 **THE MASH POTATO PLAYERS**, whose mailing address is P.O. Box 581, Roseland, Florida 32957, hereinafter referred to as "PLAYERS".

**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**, PLAYERS 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 PLAYERS agree as follows:

**SECTION 1. SERVICES PROVIDED BY PLAYERS.** The COUNTY does hereby retain PLAYERS and PLAYERS does hereby agree to organize and present eight (8) educational programs entitled "Potato'lympics" consisting of an original comedy play designed to promote reading and participate in the library's Summer Reading Program. The shows are scheduled as follows:

Monday, June 26, 2006 at 2:00 p.m. and 3:00 p.m. - West Branch

Tuesday, June 27, 2006 at 2:00 p.m. and 3:00 p.m. - East Branch

Wednesday, June 28, 2006 at 10:00 a.m. - North Branch

Wednesday, June 28, 2006 at 3:00 p.m. - Jean Rhein Central Branch

Thursday, June 29, 2006 at 2:00 p.m. and 3:00 p.m. - Northwest Branch

**SECTION 2. RESPONSIBILITIES OF COUNTY.** The COUNTY hereby agrees to assist PLAYERS 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 PLAYERS the total sum of ONE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$1,950.00) 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 29, 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) PLAYERS 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 PLAYERS's negligence, fraud, defalcation, dishonesty, or failure of PLAYERS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of PLAYERS 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 PLAYERS by registered or certified mail. Upon receiving such notice, PLAYERS, 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 PLAYERS's defense of any such action, suit or proceeding.

**SECTION 7. INSURANCE.**

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

Glenn Sinclair  
Mash Potato Players  
P.O. Box 581  
Roseland, FL 32957

**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.

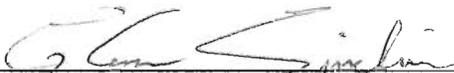
  
\_\_\_\_\_  
Witness (Signature)

  
\_\_\_\_\_  
Witness (Print Name)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Witness (Print Name)

THE MASH POTATO PLAYERS

By:   
\_\_\_\_\_  
GLENN SINCLAIR

Date: 5-9-06

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

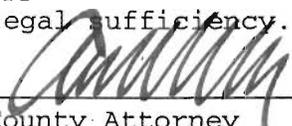
\_\_\_\_\_  
CARLTON HENLEY, Chairman

Date:\_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

  
\_\_\_\_\_  
County Attorney

AC/lpk

2/15/06

Service agt-The Mash Potato Players

|   |  |  |                               |
|---|--|--|-------------------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>   |  | OP ID . 1<br>CLOWN-1   | DATE (MM/DD/YYYY)<br>05/15/06 |
| <b>PRODUCER</b><br>RJF Agencies, Inc. Plymouth<br>6000 Nathan Lane N., Suite 400<br>Plymouth MN 55442<br>Phone: 763-746-8000                          |  | 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 |                               |
| <b>INSURED</b><br>Clowns of the U.S.<br>Attn: Stephanie Weiss<br>715-246-8908 - Telephone<br>715-246-4257 - Fax<br>PO Box 24<br>New Richmond WI 54017 |  | <b>INSURERS AFFORDING COVERAGE</b>   | <b>NAIC #</b>                 |
|   |  | INSURER A: First Specialty Insurance Corp  |                               |
|   |  | 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/ADULT LTR/INSR | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|---------------------|---|---------------|----------------------------------|-----------------------------------|--|
| A                   | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CG2010 11-85<br><input checked="" type="checkbox"/> CG2002 11-85<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | IRG49158-2    | 04/25/06                         | 04/25/07                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/PROP AGG \$ 2,000,000 |
|                     | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOB<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|                     | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
|                     | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  | IRE49159-2    | 04/25/06                         | 04/25/07                          | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$<br>\$<br>\$   |
|                     | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER   |               |                                  |                                   | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
|                     |   |               |                                  |                                   |  |
|                     |   |               |                                  |                                   |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 PERFORMER IS AN INSURED AS A MEMBER OF CLOWNS OF THE U.S. (Form CG2002 11-85): Jeffrey Voegele & Glenn Sinclair dba Mashed Potato Players  
 Additional Insured: Seminole County, Florida; its officials, officers, and employees shall be named additional insured parties in accordance with the performance agreement and in full compliance with the ... Fax: 407-665-1510

**CERTIFICATE HOLDER**

**CANCELLATION**

SEMCCLAS  
 Seminole County Libraries  
 Attn: Christina Patten  
 215 North Oxford Road  
 Casselberry FL 32707

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

*Christina Patten*

ACORD 25 (2001/08)

© ACORD CORPORATION 1

**NOTICE** HOLDER CODE: ADDRES: CLOWN: PAGE 2  
 CERTIFICATE HOLDER IS ADDITIONAL INSURED (CG2010 11-85):  
 Requirements of the performance Agreement.