

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Youth Services Agreement

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

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

Agenda Date: <u>6/27/06</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 a Service Agreement 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 the following contractors to provide children's programs in the libraries.

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

At the time, signed contracts had not been received from two additional programmers. On June 13, 2006 the Board approved a service agreement with the Mash Potato Players for \$1,950.

This final request is an agreement with Lyndel and Company in the amount of \$1,560.

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. This request will exhaust the available funding.

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>CLLSL01</u>

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

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 **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:

Monday, July 17, 2006 at 2:00 p.m. and 3:15 p.m. - West Branch

Tuesday, July 18, 2006 at 2:00 p.m. and 3:15 p.m. - East Branch

Wednesday, July 19, 2006 at 10:00 a.m. - North Branch

Wednesday, July 19, 2006 at 3:00 p.m. - Central Branch

Thursday, July 20, 2006 at 2:00 p.m. and 3:15 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, 2006, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. The COUNTY agrees to compensate LYNDEL the total sum of ONE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,560.00) 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 20, 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) 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 (Signature)

JAMES ALLEN II

Witness (Print Name)

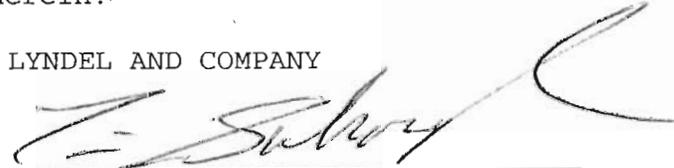


Witness (Signature)

Heather Allen

Witness (Print Name)

LYNDEL AND COMPANY

By: 

TIM SCARBROUGH

Date: 5/24/06

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-Lyndel