

**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>7/13/04</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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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 2004 are:

The CARE Foundation
 Nancy Kenton Puppet Productions
 Sean Driscoll, Storymaker
 Steve Knight, Nifty Puppets
 Central Florida Zoological Park
 John Carlson, Magician

Reviewed by: Co Atty: <u><i>RC</i></u> DFS: _____ Other: _____ DCM: <u><i>JS</i></u> CM: _____ File No. <u>CLLL01</u>

**SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CREATING ANIMAL
RESPECT EDUCATION FOUNDATION INC.**

THIS AGREEMENT is made and entered into this 20 day of May, 2004, 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 **CREATING ANIMAL RESPECT FOUNDATION, INC.**, whose address is 11138 Pondview Drive, Apartment B, Orlando, 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 for Seminole County residents; and

WHEREAS, CARE maintains a staff of competent and qualified professionals knowledgeable in regard to animals 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 education programs regarding animals for the benefit of the children of Seminole County at the dates, times and locations set forth below:

- June 9, 2004 at 2:00pm and 3:15pm at the East Branch Library, 310 Division Street, Oviedo, Florida 32765; and
- June 16, 2004 at 10:00am at the North Branch Library, 150 North Palmetto Avenue, Sanford, Florida 32771; and
- June 17, 2004 at 2:00pm and 3:15pm at the Northwest Branch Library, 580 Greenway Boulevard, Lake Mary, Florida 32746; and

- July 14, 2004 at 2:00pm and 3:15pm at the West Branch Library, 245 North Hunt Club Boulevard, Longwood, Florida 32779; and
- July 15, 2004 at 2:00pm and 3:15pm at the Jean Rhein Central Branch Library, 215 North Oxford Road, Casselberry, Florida 32707.

SECTION 2. RESPONSIBILITIES OF COUNTY.

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

(b) The COUNTY further agrees to pay CARE the amount of ONE THOUSAND FIFTY-FIVE AND NO/100 DOLLARS (\$1,055.00) for the services rendered hereto. Such payment shall be rendered by the COUNTY upon receipt from CARE of its sworn statement that the required programs have been performed. Upon completion of the first five (5) programs, CARE shall submit such statement for payment by the COUNTY. The COUNTY shall timely render payment upon receipt of said statement in the amount of FIVE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$585.00). Upon completion of the remaining four (4) programs, CARE shall submit a second statement for payment by the COUNTY. The COUNTY shall timely render payment upon receipt of said statement in the amount of FOUR HUNDRED SEVENTY AND NO/100 DOLLARS (\$470.00). A copy of the statement form is attached hereto as Exhibit "A."

SECTION 3. TERM. This Agreement shall take effect upon the date of its full execution and shall remain in effect through July 31, 2004, 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) 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 CARE's defense of any such action, suit or proceeding.

SECTION 6. 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, per any one occurrence. 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 the Agreement and that the insurance is in full compliance with the requirements of the 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 the Agreement and that the insurance is in full compliance with the requirements of the 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 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 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 8. SUBCONTRACTORS. CARE 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:

Seminole County Library and Leisure Services
County Services Building
1101 E. First Street
Sanford, Florida 32771

Creating Animal Respect Education Foundation, Inc.
P.O. Box 1012
Christmas, Florida 32709.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

Print Name: _____
Secretary

(corporate seal)

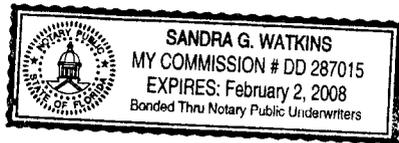
CREATING ANIMAL RESPECT
EDUCATION FOUNDATION INC.

Christina A. Burford
Christina A. Burford, Director

Date: 5/20/04

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 21st day of MAY, 2004 by CHRISTINA A. BURFORD, the Director of Creating Animal Respect Education Foundation, Inc., on behalf thereof, who is personally known to me or has produced Florida Driver License as identification.



Sandra H. Watkins
Notary Public, in and for the
County and State Aforementioned
My Commission Expires: 2/2/2008

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

DARYL G. MCLAIN, Chairman
Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 2004
regular meeting.

County Attorney

ACORD INSURANCE BINDER

OP ID EG

DATE
03/22/04

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER Business Insurance Services P. O. Box 2180 Goldenrod FL 32733 John C. Garceau		PHONE (AG, No, Ext): 407-667-4877 407-657-4069	COMPANY National Fire & Marine	BINDER # 155
CODE: AGENCY CUSTOMER ID: CAREF-1 NSURED C.A.R.E. Foundation P.O. Box 1012 Christmas FL 32709		SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: BINDER	
		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Exhibitions Non-Profit animal sanctuary for unwanted ex pets. Also provides educational programs focused around Florida native animals.		

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
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 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER		\$ \$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
ACCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION		\$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

NAME & ADDRESS MARRIOV Marriott Vacation Club Marriott Grand Vista 5925 Avenida Vista Orlando FL 32821		MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED <input checked="" type="checkbox"/> Cert Holder
		LOAN #	
		AUTHORIZED REPRESENTATIVE John C. Garceau	

SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND NANCY KENTON

THIS AGREEMENT is made and entered into this ____ day of _____, 2004, 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**, whose address is 330 NW 2d 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 a competent and qualified professional to provide entertainment programs for the youth of Seminole County; and

WHEREAS, KENTON is a trained puppeteer and entertainer who is competent and desirous to provide such programs for Seminole County youth,

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 puppet shows, entitled "Fabulous Florida Friends," for the benefit of the children of Seminole County at the dates, times and locations set forth below:

- June 8, 2004 at 2:00pm and 3:00pm at the Jean Rhein Central Branch Library, 215 North Oxford Road, Casselberry, Florida 32707; and
- June 22, 2004 at 2:00pm and 3:00pm at the West Branch Library, 245 North Hunt Club Boulevard, Longwood, Florida 32779; and

- June 22, 2004 at 7:00pm at the Northwest Branch Library, 580 Greenway Boulevard, Lake Mary, Florida 32746; and
- June 23, 2004 at 10:00am at the North Branch Library, 150 North Palmetto Avenue, Sanford, Florida 32771; and
- June 23, 2004 at 2:00pm and 3:00pm at the East Branch Library, 310 Division Street, Oviedo, Florida 32765.

SECTION 2. RESPONSIBILITIES OF COUNTY.

(a) The COUNTY hereby agrees to assist KENTON in her presentation of the above-referenced programs by making space available at the above-referenced libraries on the dates specified for these programs.

(b) The COUNTY further agrees to pay KENTON the amount of TWO THOUSAND TWO HUNDRED FIFTEEN AND NO/100 DOLLARS (\$2,215.00) for the services rendered herein. Such payment shall be rendered by the COUNTY upon receipt from KENTON of her sworn statement that the required programs have been performed. The statement shall be submitted by KENTON at the conclusion of the last program. Payment shall be rendered in a timely manner by the COUNTY. A copy of the statement form is attached hereto as Exhibit "A."

SECTION 3. TERM. This Agreement shall take effect upon the date of its full execution and shall remain in effect through June 30, 2004, 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) 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 her 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 KENTON's defense of any such action, suit or proceeding.

SECTION 6. INSURANCE.

(a) During the entire term of this Agreement, KENTON shall, at her 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,

per any one occurrence. 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 the Agreement and that the insurance is in full compliance with the requirements of the 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 the Agreement and that the insurance is in full compliance with the requirements of the 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 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 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, her employees, agents or 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 8. SUBCONTRACTORS. KENTON 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:

Seminole County Library and Leisure Services
County Services Building
1101 E. First Street
Sanford, Florida 32771

Nancy Kenton
330 NW 2d Street
High Springs, Florida 32643

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.

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

WITNESSES:

NANCY KENTON PUPPET PRODUCTIONS

Lys Burden
Print Name: Lys Burden

Nancy Kenton

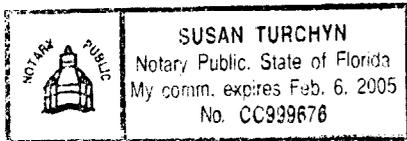
Susan Turcyn
Print Name: Susan Turcyn

Date: 5 May 04

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NANCY KENTON, and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of May, 2004.



Susan Turcyn
Notary Public, in and for the
County and State Aforementioned
My Commission Expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 2004
regular meeting.

County Attorney

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/05/2004
PRODUCER (708)579-3128 FAX (708)579-0236 Hillgrove Insurance & Financial Services, Inc. Paczolt Financial Group 913 Hillgrove Ave. LaGrange, IL 60525		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 Nancy Kenton Puppet Productions Nancy Kenton 300 NW 3rd St High Springs, FL 32643		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: Colony Insurance Company
		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 ADD'L LTR INBRD	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	GL3142521	10/06/2003	10/06/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 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				
	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				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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

Certificate provides Evidence of Coverage

CERTIFICATE HOLDER Nancy Kenton Puppet Productions Nancy Kenton 330 NW 2nd St High Springs, FL 32643	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 Randall Schieve
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SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND SEAN DRISCOLL

THIS AGREEMENT is made and entered into this ____ day of _____, 2004, 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 **SEAN DRISCOLL**, whose address is 518 B Whitfield Avenue, Savannah, Georgia 31406, hereinafter referred to as "DRISCOLL."

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of a competent and qualified professional to provide entertainment programs for the youth of Seminole County; and

WHEREAS, DRISCOLL is a trained storyteller and entertainer who is competent and desirous to provide such programs for Seminole County youth,

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

SECTION 1. SERVICES PROVIDED BY DRISCOLL. The COUNTY does hereby retain DRISCOLL, and DRISCOLL does hereby agree, to organize and present eight storytelling programs for the benefit of the children of Seminole County at the dates, times and locations set forth below:

- July 6, 2004 at 2:00pm and 3:15pm at the West Branch Library, 245 North Hunt Club Boulevard, Longwood, Florida 32779; and
- July 6, 2004 at 7:00pm at the Jean Rhein Central Branch Library, 215 North Oxford Road, Casselberry, Florida 32707; and

- July 7, 2004 at 10:00am at the North Branch Library, 150 North Palmetto Avenue, Sanford, Florida 32771; and
- July 7, 2004 at 2:00pm and 3:15pm at the East Branch Library, 310 Division Street, Oviedo, Florida 32765; and
- July 8, 2004 at 2:00pm and 3:15pm at the Northwest Branch Library, 580 Greenway Boulevard, Lake Mary, Florida 32746.

SECTION 2. RESPONSIBILITIES OF COUNTY.

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

(b) The COUNTY further agrees to pay DRISCOLL the amount of TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$2,850.00) for the services rendered herein. Such payment shall be rendered by the COUNTY upon receipt from DRISCOLL of his sworn statement that the required programs have been performed. The statement shall be submitted by DRISCOLL at the conclusion of the last program. Payment shall be rendered in a timely manner by the COUNTY. A copy of the statement form is attached hereto as Exhibit "A."

SECTION 3. TERM. This Agreement shall take effect upon the date of its full execution and shall remain in effect through July 31, 2004, 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) DRISCOLL 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 DRISCOLL's negligence, fraud, defalcation, dishonesty, or failure of DRISCOLL to comply with applicable laws or regulations; or by reason or as a result of any act or omission of DRISCOLL 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 DRISCOLL by registered or certified mail. Upon receiving such notice, DRISCOLL, at his 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 DRISCOLL's defense of any such action, suit or proceeding.

SECTION 6. INSURANCE.

(a) During the entire term of this Agreement, DRISCOLL shall, at his 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,

per any one occurrence. DRISCOLL 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of such statement on the Certificate of Insurance, DRISCOLL 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 the Agreement and that the insurance is in full compliance with the requirements of the 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. DRISCOLL 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, DRISCOLL shall, as soon as DRISCOLL 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 DRISCOLL has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, DRISCOLL 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 DRISCOLL 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 DRISCOLL, his employees, agents or volunteers to be an employee of the COUNTY, and DRISCOLL 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. DRISCOLL 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:

Seminole County Library and Leisure Services
County Services Building
1101 East First Street
Sanford, Florida 32771

Sean Driscoll
518 B Whitfield Avenue
Savannah, Georgia 31406

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

Donna Plummer

Print Name: Donna Plummer

Dimple Patel

Print Name: Dimple Patel

SEAN DRISCOLL

[Signature]

Date: 6/4/04

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF ~~SEMINOLE~~ Effingham

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SEAN DRISCOLL, and is personally known to me or who has produced GA Div. License as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of June, 2004.

Patricia H Helms
Notary Public, in and for the
County and State Aforementioned
My Commission Expires Sept. 19, 2006
Notary Public, Effingham County, Georgia

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 2004
regular meeting.

County Attorney

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2004

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 International Brotherhood of Magicians
11155C South Towne Square
St. Louis, MO 63123-7823

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 ADD'L LTR 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	EGL000072-01	08/15/2003	08/15/2004	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 AUTO ONLY: EA ACC \$ 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 OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Additional Named Insured: Sean Driscoll

Effective Date: 05/24/2004

CERTIFICATE HOLDER

Driscoll, Sean
518B Whitfield Ave
Savannah, GA 31406

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

Timothy Goldsmith

SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND STEVE KNIGHT

THIS AGREEMENT is made and entered into this ____ day of _____, 2004, 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**, 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 a competent and qualified professional to provide entertainment programs for the youth of Seminole County; and

WHEREAS, KNIGHT is a trained puppeteer and entertainer who is competent and desirous to provide such programs for Seminole County youth,

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 four puppet shows for the benefit of the children of Seminole County at the dates, times and locations set forth below:

- June 15, 2004 at 2:00pm and 3:15pm at the West Branch Library, 245 North Hunt Club Boulevard, Longwood, Florida 32779; and
- July 15, 2004 at 2:00pm and 3:15pm at the Northwest Branch Library, 580 Greenway Boulevard, Lake Mary, Florida 32746.

SECTION 2. RESPONSIBILITIES OF COUNTY.

(a) The COUNTY hereby agrees to assist KNIGHT in his presentation of the above-referenced programs by making space available at the above-referenced libraries on the dates specified for these programs.

(b) The COUNTY further agrees to pay KNIGHT the amount of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00) for the services rendered herein. Such payment shall be rendered by the COUNTY upon receipt from KNIGHT of his sworn statements that the required programs have been performed. KNIGHT shall submit such statements upon conclusion of the West Branch and Northwest Branch presentations respectively. Upon receipt of each respective statement, the COUNTY shall render payment of ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$175.00), for a total of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00), in a timely manner. A copy of each statement form is attached hereto as Exhibit "A."

SECTION 3. TERM. This Agreement shall take effect upon the date of its full execution and shall remain in effect through July 31, 2004, 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) 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 his 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 KNIGHT's defense of any such action, suit or proceeding.

SECTION 6. INSURANCE.

(a) During the entire term of this Agreement, KNIGHT shall, at his 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, per any one occurrence. 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 the Agreement and that the insurance is in full compliance with the requirements of the 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 the Agreement and that the insurance is in full compliance with the requirements of the 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 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 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, his employees, agents or 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 8. SUBCONTRACTORS. KNIGHT 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:

Seminole County Library and Leisure Services
County Services Building
1101 East First Street
Sanford, Florida 32771

Steve Knight
600 Florida Avenue
St. Cloud, Florida 34769

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESSES:

Kelli Dourrien
Print Name: Kelli Dourrien

Judy Mannix
Print Name: Judy Mannix

STEVE KNIGHT

Steve Knight

Date: 5/18/04

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared STEVE KNIGHT, and is personally known to me or who has produced FDLK52379556380 as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of May, 2004.

Jane Myers LeBeau
Notary Public, in and for the
County and State Aforementioned
My Commission Expires: _____



Jane Myers LeBeau
My Commission DD155600
Expires October 07 2006

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 2004
regular meeting.

County Attorney

ACORD. INSURANCE BINDER

OP ID EG

DATE
03/22/04

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER Business Insurance Services P. O. Box 2180 Goldenrod FL 32733 John C. Garceau		PHONE (A/C, No, Ext): 407-667-4877 407-657-4069	COMPANY National Fire & Marine	BINDER # 155
CODE: AGENCY CUSTOMER ID: CAREF-1 INSURED C.A.R.E. Foundation P.O. Box 1012 Christmas FL 32709		SUB CODE:		
		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: BINDER		
		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Exhibitions Non-Profit animal sanctuary for unwanted ex pets. Also provides educational programs focused around Florida native animals.		

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
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 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$
UTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER		\$ \$ \$
ORAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
CESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION		\$ \$ \$
ORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$
SPECIAL CONDITIONS/OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

NAME & ADDRESS		<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED Cert Holder
MARRIOV Marriott Vacation Club Marriott Grand Vista 5925 Avenida Vista Orlando FL 32821		LOAN # AUTHORIZED REPRESENTATIVE John C. Garceau	

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

THIS AGREEMENT is made and entered into this 18 day of May, 2004, 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 educational programs regarding wildlife and ecology, entitled "Creatures of the Night," at the Jean Rhein Central Branch Library, located at 215 North Oxford Road, Casselberry, Florida 32707, to be held on June 22, 2004.

(b) Organize and present two educational programs regarding wildlife and ecology, entitled "Reptile Realities," at the East Brach Library, located at 310 Division Street, Oviedo, Florida 32765, to be held on July 14, 2004.

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist the ZOO in its presentation of the above-referenced programs by making space available at the Jean Rhein Central Branch and East 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, 2004, 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 the Agreement and that the insurance is in full compliance with the requirements of the 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 the Agreement and that the insurance is in full compliance with the requirements of the 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:

Seminole County Library and Leisure Services
County Services Building
1101 East First Street
Sanford, Florida 32771

Central Florida Zoological Park
Highway 17-92,
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.

ATTEST

CENTRAL FLORIDA ZOOLOGICAL PARK

Dawn Danzi
DAWN DANZI, Education Registrar

Print Name _____

Title: _____

Date: *May 18, 2004*

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAWN DANZI, and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2004.

Notary Public, in and for the
County and State Aforementioned
My Commission Expires: _____

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

ATTEST:

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

DARYL G. MCLAIN, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2004
regular meeting.

County Attorney

KC 3/18/04 4/19/04
P:\Users\kconsalo\MYDOCS\Agreements\Zoo service.doc

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/20/2004

PRODUCER (407)849-0333 FAX (407)425-5694
George Eidson Agency, Inc. dba Eidson Insurance
P.O. Box 540209
2807 Edgewater Drive
Orlando, FL 32854-0209

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

INSURED **Central Florida Zoological Society, Inc.**
P. O. Box 470309
Lake Monroe, FL 32747-0309

INSURER A: **Great American Assurance Co.**
 INSURER B: **Auto-Owners Insurance**
 INSURER C: **Harbor Specialty Insurance Co.**
 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	PAC00007889615002	03/12/2004	03/12/2005	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ NONE
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	0009761	03/01/2004	03/01/2005	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" 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 checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	EXC00007889616-02	03/12/2004	03/12/2005	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	099-000006618204	03/12/2004	03/12/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 100,000
					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Reference Activity: Tuesday June 22, 2004

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Casselberry Library Attn: Barbara McCollough 215 N Oxford Rd Casselberry, FL 32707		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Louis J Mariany CPCU/LSW

ACORD 25-S (7/97) FAX: (407)339-0140 Fax

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/20/2004

PRODUCER (407)849-0333 FAX (407)425-5694
George Eidson Agency, Inc. dba Eidson Insurance
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COVERAGES

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	PAC00007889615002	03/12/2004	03/12/2005	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ NONE
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 5,000,000
B	AUTOMOBILE LIABILITY	0009761	03/01/2004	03/01/2005	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
A	EXCESS LIABILITY	EXC00007889616-02	03/12/2004	03/12/2005	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
<input checked="" type="checkbox"/> RETENTION \$ 10,000		\$			\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	099-000006618204	03/12/2004	03/12/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT				\$ 100,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 100,000	
	E.L. DISEASE - POLICY LIMIT				\$ 500,000	
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Ref: Activity Wednesday July 14, 2004

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Oviedo Library Attn: Carol Melicher/Diane Keyes 310 Division St Oviedo, FL 32765		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE Louis J Mariany CPCU/LSW

ACORD 25-S (7/97) FAX: (407)366-8150 Fax

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND JOHN CARLSON

THIS AGREEMENT is made and entered into this 23 day of June, 2004, 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 **JOHN CARLSON**, whose address is 436 The Hideout, Lake Ariel, Pennsylvania 18436, hereinafter referred to as "CARLSON."

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of a competent and qualified professional to provide entertainment programs for the youth of Seminole County; and

WHEREAS, CARLSON is a trained magician and entertainer who is competent and desirous to provide such programs for Seminole County youth,

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

SECTION 1. SERVICES PROVIDED BY CARLSON. The COUNTY does hereby retain CARLSON, and CARLSON does hereby agree, to organize and present eight entertainment programs regarding magical tricks and amusements for the benefit of the children of Seminole County at the dates, times and locations set forth below:

- July 19, 2004 at 7:00pm at the West Branch Library, 245 North Hunt Club Boulevard, Longwood, Florida 32779; and
- July 20, 2004 at 2:00pm and 3:00pm at the Jean Rhein Central Branch Library, 215 North Oxford Road, Casselberry, Florida 32707; and

- July 21, 2004 at 11:00am at the North Branch Library, 150 North Palmetto Avenue, Sanford, Florida 32771; and
- July 21, 2004 at 2:00pm and 3:00pm at the East Branch Library, 310 Division Street, Oviedo, Florida 32765; and
- July 22, 2004 at 2:00pm and 3:00pm at the Northwest Branch Library, 580 Greenway Boulevard, Lake Mary, Florida 32746.

SECTION 2. RESPONSIBILITIES OF COUNTY.

(a) The COUNTY hereby agrees to assist CARLSON in his presentation of the above-referenced programs by making space available at the above-referenced libraries on the dates specified for these programs.

(b) The COUNTY further agrees to pay CARLSON the amount of ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$1,300.00) for the services rendered herein. Such payment shall be rendered by the COUNTY upon receipt from CARLSON of his sworn statement that the required programs have been performed. The statement shall be submitted by CARLSON at the conclusion of the last program. Payment shall be rendered in a timely manner by the COUNTY. A copy of the statement form is attached hereto as Exhibit "A."

SECTION 3. TERM. This Agreement shall take effect upon the date of its full execution and shall remain in effect through July 30, 2004, 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) CARLSON 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 CARLSON's negligence, fraud, defalcation, dishonesty, or failure of CARLSON to comply with applicable laws or regulations; or by reason or as a result of any act or omission of CARLSON 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 CARLSON by registered or certified mail. Upon receiving such notice, CARLSON, at his 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 CARLSON's defense of any such action, suit or proceeding.

SECTION 6. INSURANCE.

(a) During the entire term of this Agreement, CARLSON shall, at his 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,

per any one occurrence. CARLSON 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of such statement on the Certificate of Insurance, CARLSON 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 the Agreement and that the insurance is in full compliance with the requirements of the 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. CARLSON 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, CARLSON shall, as soon as CARLSON 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 CARLSON has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CARLSON 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 CARLSON 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 CARLSON, his employees, agents or volunteers to be an employee of the COUNTY, and CARLSON 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. CARLSON 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:

Seminole County Library and Leisure Services
1101 East First Street
Sanford, Florida 32771

John Carlson
436 The Hideout
Lake Ariel, Pennsylvania 18436

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

JOHN CARLSON

Print Name: _____

John Carlson

Date: 6/23/04

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN CARLSON, and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2004.

Notary Public, in and for the
County and State Aforementioned
My Commission Expires: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 2004
regular meeting.

County Attorney



* New Address

July 22, 2004

John Carlson, Magician
436 The Hideout
Lake Ariel, PA 18436



To Whom It May Concern:

I have presented the programs as listed below for the honorarium of \$1,300.00.

Monday, July 19, 2004 at 7pm – West Branch Library

Tuesday, July 20, 2004 at 2:00 & 3:00pm – Jean Rhein Central Branch Library

Wednesday, July 21, 2004 at 11:00am – North Branch Library

Wednesday, July 21, 2004 at 2:00 & 3:00pm – East Branch Library

Thursday, July 22, 2004 at 2:00 & 3:00pm – Northwest Branch Library

John Carlson

Tax Number

Librarian