

APPROVED

Pending Addendum A for Polk College is signed

200019

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 6/18/19

Contract Initiator (Name of Person Overseeing the Contract): Jamie Iannone Telephone Number: 336-6951

School/Department Submitting Contract: Professional Development

Vendor/Contractor Name: Polk State College

Contract Title: Polk State College Agreement

Contract Type: New Renewal Amendment Extension Date Original Contract Approved:

Contract Term: 4/1/19 - 3/31/22 Renewal Option(s):

Contract Cost: 0 Payment Schedule (Monthly? Upon delivery? When finished?):

Funding Source: N/A Purchase Requisition No.:

Strategic Plan Tie-in Explanation: Goal 5: Develop & support great educators, support personnel, and leaders.

Pre-Approved by Superintendent or Designee? Yes _____ No _____

Additional Information:

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

SBAO
RECEIVED
6/20/19

- Completed Contract Review Form
 - SBAO Template Contract or Other Contract (with all basic and mandatory terms)
 - SIGNED 2018 Addendum A (if not an SBAO Template Contract)*
- *This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
- COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
- General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum
- [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

Approvals

Comments

Approvals	Comments
Purchasing Department <i>BFS</i> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Cost</i>
Review Date: <i>6-19-19</i>	
Risk Management Department <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	
Review Date:	
School Board Attorney <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Addendum A has been modified,</i>
Review Date: <i>6/24/19</i>	<i>(see underlined language in TRs</i>
Information & Technology Dept. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>1, 2 & 3) To meet the objections</i>
Review Date:	<i>of Polk St College.</i>
Business Affairs Division <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Good to go with modifications</i>
Review Date:	

RECEIVED

JUN 18 2019

PURCHASING

STUDENT TEACHING AFFILIATION AGREEMENT

This Student Teaching Affiliation Agreement ("Agreement") is entered into on this ___17___ day of May, 2019, by and between POLK STATE COLLEGE, located at 999 AVENUE H, N.E., WINTER HAVEN, FL 33881 ("PSC"), and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, located at 900 Walnut Street, Green Cove Springs, Florida, 32043 ("the District").

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which PSC students ("PSC Students") may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.

2. **PSC Student Placements.** The District shall accept PSC students for placement in Student Teaching Internships, Practicums, and Observations on the terms and conditions set forth herein.

3. **Policies Governing PSC Student Placements.**

a. Placements for all clinical field experiences will be arranged by the designated representatives of the District in collaboration with representatives of PSC. PSC Student applications for final internship will be submitted to the District by the appropriate PSC representative according to the following dates or as otherwise agreed upon by the parties:

April 15 – Submission of applications for final internships for
Fall Semester

October 15 – Submission of applications for final internships for
Spring Semester

b. Under no circumstances will PSC students be allowed to contact principals, administrators, or teachers to request a specific preferred placement.

c. PSC student applicants for college practicums or final internships cannot be placed in a school in which the applicant has a relative who is an employee or a student.

4. **PSC Responsibilities.**

a. PSC will provide a university supervisor for each practicum student or final intern placed in a District school. Each university supervisor will meet the minimum qualifications set forth by the Florida Department of Education which presently include the following:

- i. Three or more years of K-12 Teaching Experience
- ii. Evidence of Clinical Educator Training or commensurate clinical training
- iii. A Master's Degree or higher in an appropriate educational field

5. **Confidentiality.** PSC and the District shall inform each PSC student of federal and state laws governing the confidentiality of District student information, including FERPA. The parties agree that any breach of confidentiality by an PSC Student shall be grounds for immediate termination of the student's clinical experience.

7. **Indemnification and Hold Harmless.** Neither party shall be responsible to the other for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide PSC Students with immediate first aid for work-related injuries or illnesses, such as blood or bodily fluid exposure.

8. **Insurance.** During the term of this Agreement, PSC shall maintain in full force and effect commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

9. **Notices.** Notices under this Agreement shall be mailed or delivered to the parties as follows:

To the District:

Ms. Jamie Iannone
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043

To PSC:

Polk State College
Attention: EPI COORDINATOR & OMBUDSMAN
999 Avenue H, N.E.
Winter Haven, FL 33881

10. **Term and Termination.** The term of this Agreement begins April 1, 2019, and ends on March 31, 2022. Either party may, either with or without cause, upon thirty (30) days' written notice to the other party, terminate this Agreement. Terminating this Agreement as set forth herein shall not operate to interrupt the progress of any student who has been assigned to a teaching internship, practicum or observation. A student who is assigned to any student teaching or practicum pursuant to this contract shall be allowed to complete their assignment.

11. **Assignment.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without prior written consent of the other party.

12. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all parties.

13. **Partnership/Joint Venture/Employment.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

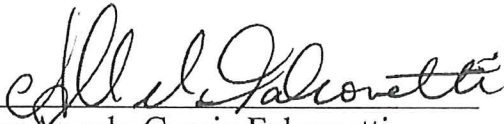
14. **Nondiscrimination.** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IS of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual, including but not limited to employees or applicants for employment

and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

POLK STATE COLLEGE,


**THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

By: 
Name: Angela Garcia Falconetti
Title: President
"PSC"

By: _____
Name: Carol Y. Studdard
Title: Chairman
"District"

Approved as to form:

Approved as to Form:



Attorney for the School Board

“ADDENDUM A”
TO
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this “Addendum A” shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this “Addendum A” is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida (“Board”) shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools (“District”), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

Polk State College is a political subdivision or agency of the State of Florida for purposes of sovereign immunity from tort liability. Notwithstanding any other provision either contained herein or foregoing, any indemnity and hold harmless provisions provided herein by Polk State College shall be limited to and subject to the limitations set forth in Florida Statute 768.28, and the above provisions of this section shall in no way serve as a waiver of Polk State College’s sovereign immunity beyond that which is provided in Section 768.28, Florida Statutes or be construed as a waiver of any other defenses that Polk State College may have to any such claims.

2. INSURANCE

Polk State College participates in a program of self-insurance with 26 other state community colleges in the State of Florida. The program of self-insurance for general liability provides for limits of \$200,000.00 per person, \$300,000.00 per occurrence which amount meets the statutory limits for the waiver of sovereign immunity set forth in Florida Statute 768.28. Further coverage is not required per statute.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of either parties liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive either parties sovereign immunity from suit, or to require either party to indemnify the other party or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other

than those which arise from their own actionable negligence. Both parties to this agreement expressly reserve all other protections and privileges related to their sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.

- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. 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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Ave Suite 1350 Orlando FL 32801	CONTACT NAME: Audrey Dellolio PHONE (A/C, No, Ext): E-MAIL ADDRESS: Audrey_Dellolio@ajg.com	FAX (A/C, No): 407-370-3057
	INSURER(S) AFFORDING COVERAGE	
INSURED Polk State College 999 Avenue H, NE Winter Haven, FL 33881-4299	INSURER A: Qualified Self Insurer NR	NAIC # ?
	INSURER B: Safety National Casualty Corporation A+	NAIC # 15105
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 544216989** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			RMC20190301	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 200,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Ea Occurrence Agg \$ 300,000 COMBINED SINGLE LIMIT (Ea accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RMC20190301	3/1/2019	3/1/2020	BODILY INJURY (Per person) \$ 200,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ Included \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4060046	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RMC20190301	3/1/2019	3/1/2020	Self Insured Retention \$ 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GL-Self Insured per Florida Statute 768.28 - \$200,000 per Person / \$300,000 per Occurrence Aggregate.
 WC-Statutory Excess of \$750,000 Self Insured Retention.

RE: Polk State College Student field experience in k-12 schools.

CERTIFICATE HOLDER **CANCELLATION**

The School Board of Clay County 900 Walnut Street Green Cove Spring FL 32043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Addison G. Davis
Superintendent of Schools

CLAY COUNTY DISTRICT SCHOOLS

900 Walnut Street
Green Cove Springs, Florida 32043
Website: www.oneclay.net
Telephones: 904-336-6500
1-888-663-2529
FAX 904-336-6536 TDD 904-336-6584

BOARD MEMBERS:

Janice Kerekes
District 1
Carol Studdard
District 2
Tina Bullock
District 3
Mary Bolla
District 4
Ashley Gilhousen
District 5

Date: June 26, 2019

To Whom It May Concern,

The following Certificate of Liability Insurance Letter provided does not meet our minimum requirements. Please revise and return to:

Purchasing
800 Center Street
Green Cove Springs, FL 32043

1. Provide a **NAIC#** for all insurance companies listed.
2. Please **identify Clay County School District as additional insured** on COI Form.
3. Limits section should reflect a minimum of \$2,000,000 on General Aggregate.
4. Limits section should reflect a minimum of \$1,000,000 on Combined Single Limit.
5. If you have 4 or more employees, then Workers Comp - Each Accident should reflect \$100,000.00. If Exempt, please attach Workers Comp Exemption Letter.
<https://www.myfloridacfo.com/Division/wc/employer/Exemptions/default.htm>
6. Please Address on COI to Reflect:
Clay County School District
900 Walnut Street
Green Cove Springs, FL 32043
7. Provide a good contact, phone number, and email address on the COI form.

Your prompt assistance is greatly appreciated.

Carmon Herring
Purchasing Support Assistant
Business Affairs Division
Clay County District Schools
904-336-6757 | email carmon.herring@myoneclay.net

“Discovering Endless Possibilities”

Equal Opportunity Employer



Cox, Julie <julie.cox@myoneclay.net>

FW: Proof of Insurance for The School Board of Clay County

1 message

Maria Vallejo <MVallejo@polk.edu>
To: "Cox, Julie" <julie.cox@myoneclay.net>
Cc: Sherri Davis <SDavis@polk.edu>

Mon, Jun 10, 2019 at 4:53 PM

Hello Ms. Cox,

Good afternoon! Hope you re doing well. Below is the email message with the explanation from the Business Offices regarding the Addendum A. Please refer to the attached School Board of Clay County Affiliate Agreement and Certificate of Insurance for Polk State College. Please return one (1) fully executed agreement back to us.

Hope this information is helpful to you.

Sincerely,

Maria

Maria Vallejo, Administrative Assistant
Educator Preparation Institute (EPI)
Polk State College
999 Avenue H, NE
Winter Haven, FL 33881
Phone: 863-298-6870
Fax: 863-298-6814
www.polk.edu/epi
Stay Connected: <https://www.facebook.com/PolkStateCollegeEPI2016/>
Your contribution to the Educator Preparation Institute Scholarship fund will be appreciated!

*Mr. Bickner
Created Addendum A
for Polk College
See attached
-BTB*

-----Original Message-----

From: Denise Andreu-Pietri <dandreu@polk.edu>
Sent: Monday, June 10, 2019 1:19 PM
To: Maria Vallejo <MVallejo@polk.edu>
Cc: Sherri Davis <SDavis@polk.edu>; Angie Armbruster <AArmbrus@polk.edu>; Mark Lillquist <MLillquist@polk.edu>
Subject: RE: Proof of Insurance for The School Board of Clay County
Importance: High

Good afternoon,

We cannot sign the contract Addendum like it is written. Per Florida Status, general liabilities limits are 200,000 per person, \$300,000 per occurrence under Florida Statute 768.28 which deals with sovereign immunity. In addition, we cannot waive our sovereign immunity. Below is the language that we would like to include in the agreement. I had explained this to the School Board of Clay County and they were waiting for the language and the COI but changes were not made in the Addendum.

General Liability Language:

Please be advised that Polk Sate College participates in a program of self-insurance with 26 other state community colleges in the State of Florida. The program of self-insurance for general liability provides for limits of \$200,000 per person, \$300,000 per occurrence under Florida Statute 768.28 which deals with sovereign immunity.

Indemnity Language:

Notwithstanding the foregoing, any indemnity and hold harmless provided herein by Polk State College shall be limited to and subject to the extent and limitation of Chapter 768.28, Florida Statutes and the above provision shall in no way act as a waiver of Polk State College's sovereign immunity beyond that provided in Section 768.28, Florida Statutes or as a waiver of any other defense that Polk State College may have to such claims.

Per our discussion, I will request a certificate of insurance based on our general liabilities limits.

Please do not hesitate to contact me if you have any question or concern.

Denise M Andreu
Director of Risk Management & Safety
Polk State College
999 Avenue H, NE