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Risk Management Manual – 10/16/2015
1. INTRODUCTION TO RISK MANAGEMENT

Risk is the potential that a particular activity or action will lead to undesirable consequences.

Risk management is the process of 1) identifying and evaluating the risks associated with the activities and operations of an organization, and 2) developing a means to eliminate, reduce or control those risks, as well as finance them. These risks include natural disasters, illness, injury and loss of property resulting from unsafe practices or conditions as well as the financial cost of these losses. Palm Beach State College attempts to eliminate or control these risks through hazard identification and correction, accident prevention, safety training, installation of life safety systems in buildings, fire protection systems and other various measures. The College finances these risks through a program of self-insurance managed by the Florida College System Risk Management Consortium (FCSRMC), which is further described below.

On an individual level, risk management is the effort by each employee to make the fullest use of his or her personal capabilities to eliminate or reduce hazards in his or her working environment.

As indicated above, the primary objective of risk management is to identify risks that the College and its community may face and to minimize the probability of their occurrence and/or their attendant impacts. One way in which risk to the College and its personnel can be reduced is through adherence to the College’s Safety, Health and Environmental Policy. Under this Policy, shown in Appendix A of this Manual, ALL College employees and students are responsible for complying with safety rules, for their individual safety performance, for the safety of those around them and for working in such a manner as to prevent harm to themselves, to others and the environment. The Safety & Risk Office, located in the Security & Risk Management Department, helps the College comply with this Policy by developing programs and procedures that promote employee safety, training staff in safety requirements and safe practices and monitoring to ensure compliance with these requirements and to identify conditions that pose a risk to College personnel and property.

As well as working in a safe manner, employees are responsible for management of risk, including using College facilities, equipment and vehicles in a manner that minimizes potential losses and claims against the College. If an employee sees an unsafe act or an unsafe condition, they need to report it to someone who can fix it. For conditions which are a clear hazard and need to be corrected as quickly as possible, you should contact the Security Department. Security will facilitate immediate corrective actions and forward the report to the Safety & Risk Office and/or Facilities personnel for resolution. Many risk issues and safety hazards can be resolved by an employee’s submittal of a Facilities Work Order, e.g., to replace burnt-out lighting or to repair an uneven sidewalk, which can be done electronically from the Intranet Home page. For other issues, the employee may contact a member of their campus’ Safety and Security Committee or contact the Safety & Risk Manager or the Security & Risk Management Director.

Where unacceptable risk may still be present, the Safety & Risk Office will attempt to mitigate its consequences by obtaining appropriate insurance coverages and/or indemnification. These insurance coverages include, among others, property damage, liability (including student professional and student training) and Workers’ Compensation insurance to cover staff, faculty, students and visitors. With the
assistance of the FCSRMC, we, along with 26 other Florida community and state colleges, are able to implement and administer a comprehensive program to manage and reduce our risk effectively.

The primary purpose of this Risk Management Manual is to describe the programs established to manage risk, as well the various insurance coverages that are available to the College. Where necessary, the procedure for obtaining a particular coverage or implementing a particular risk management measure is also noted. Anyone having a question or concern regarding insurance may contact the College’s Safety & Risk Coordinator, Ms. Ginny Rizzo, at (561) 868-4014 or rizzov@palmbeachstate.edu.

A SAFE COLLEGE IS NO ACCIDENT
2. RISK IDENTIFICATION AND CONTROL

Palm Beach State College utilizes various programs and activities to identify and evaluate the risks it may face. Measures to eliminate, reduce or control a particular risk are then implemented. Any residual risks would be the subject of Risk Financing, which is discussed in the next section.

A. Job Hazard Assessment
Identifying and understanding workplace hazards helps to determine the potential for risks to the safety and health of our employees, students, vendors and visitors resulting from activities at any of the College’s campuses. OSHA requires such an assessment of the workplace to determine if hazards are present, or are likely to be present. Consideration is given to various hazard categories and their sources, including impact, penetration, chemical or biological exposure, electrical, etc. Analysis of these hazards allows identification of measures that can eliminate or mitigate their risks. These measures include engineering controls (e.g., building a barrier between the hazard and the employees), work practice and administrative controls (e.g., changing the way in which employees perform their work so that the hazard is eliminated or mitigated) and the use of personal protective equipment (e.g., gloves, foot and eye protection, protective hearing devices such as earplugs or ear muffs, hard hats and respirators) when engineering, work practice and administrative controls are not feasible or do not provide sufficient protection. The Job Hazard Assessments performed by the College are found on the Safety and Risk Management web page.

B. Accident/Incident Reports and Investigation
All College employees and students have been instructed to immediately report any accident or incident to the Palm Beach State College Security Department. In an emergency situation, they have been directed to call 911 first and then notify Security. The responding Security Officer prepares an Accident/Incident Report describing the occurrence and the contributing factors, including statements from witnesses, photographs, etc. These reports can provide information that allows the identification of hazards, as well as serve as the basis for an investigation into cause(s) that determines corrective and preventive measures. Follow-up analysis or additional investigation may be performed by the Safety & Risk Manager, who may also involve the affected employee’s supervisor, to ensure that the root cause of the accident has been identified and that appropriate corrective/preventive action has been taken. Copies of Accident/Incident Reports are forwarded to the affected employee’s supervisor for information and possible follow-up to implement corrective/preventive action, training, etc. Copies of Accident/Incident Reports involving potential liability to the College for loss, damage or injury may be forwarded to the FCSRMC in the event of a future claim.

C. Employee Reports
Employees and students are encouraged to note and report unsafe or potentially hazardous conditions to their supervisor or faculty member, Security, Facilities, campus Safety and Security Committee or the Safety & Risk Office. These reports become the basis for corrective measures to eliminate or mitigate the hazardous condition. An employee may also submit a Facilities Work Order to report unsafe conditions.
D. Ergonomic Assessments
An employee may experience musculoskeletal injury as a result of improper equipment, improper equipment set-up or improper equipment use. Employees may request the Safety & Risk Office to conduct an ergonomic assessment. The ergonomic assessment will identify potential risks, as well as the need for any replacement equipment. It will also advise employees of proper techniques for using their equipment in a manner that will minimize the risk of injury. Employees may access various ergonomic-related links on the Safety and Risk Management web page to learn how to set up their office workstations or to obtain an ergonomic assessment.

E. Annual Inspections/Self-Inspection Program
The College’s Chief Fire Official conducts annual fire safety inspections at each campus in accordance with State Requirements for Educational Facilities and Florida Administrative Code (FAC) Chapter 69A-58. In addition, the State Requirements for Educational Facilities requires an annual fire safety inspection to be performed by the local fire official and annual casualty safety and sanitation inspections to be conducted by persons who are proficient with applicable rules and standards. The College’s Chief Fire Official performs the annual casualty safety and sanitation inspections at the time of his annual fire safety inspection. Fire safety deficiencies and other safety hazards identified during the course of these inspections, as well as a corrective action plan, must be detailed in a report to the College’s Board of Trustees. The corrective action plan would involve the Safety & Risk Manager and/or other appropriate personnel as necessary.

Periodic safety inspections of College facilities by the Safety & Risk Office are conducted, which may identify existing or potential hazards in the workplace. The Safety & Risk Manager would work with appropriate departments and personnel to correct any deficiencies or safety hazards identified.

The College has also established an employee safety self-inspection program to be undertaken in the employee’s work area on a monthly basis. (See link for “Safety Self-Inspection Program” found on the Safety and Risk Management web page.) If not correctable by the employee (e.g., through submittal of a Facility Work Order), issues or concerns identified by the inspection would be directed to their supervisor for resolution. The supervisor would bring the matter to the attention of the Safety & Risk Manager and/or other appropriate personnel as necessary.

F. Compliance with Legal and Regulatory Requirements
Palm Beach State College is subject to numerous laws and regulations which require the College to do certain things. The organization of the College has been established to give certain functional responsibilities to various departments. Included in the responsibilities for each department is the determination of the legal requirements that fall within its purview and the establishment of programs that will provide for compliance with these requirements. As new laws and regulations are adopted or revisions to existing ones occur, the compliance programs set forth by the particular department must be revised to reflect the new requirements. Establishment and maintenance of these compliance programs ensure that the College is not at risk of violation of any its legal requirements.

The Safety & Risk Office is responsible for ensuring compliance with safety, health and environmental laws and regulations. In regard to safety and health requirements, a number of OSHA regulations have been identified that require employers to undertake various actions to protect employees and promote their safety, including the following which have been undertaken by the College:
• Provide appropriate employee training. See link for “Annual Safety Training Plan” found on the Safety and Risk Management web page.
  o Initial safety training is given to employees during their “Onboarding” (new employee orientation) in the following subjects:
    ▪ Reporting work-related injuries and illnesses (ref. 29 CFR 1904.35(a) and (b)(1))
    ▪ Emergency Action Plan (ref. 29 CFR 1010.38(f))
    ▪ Access to medical and exposure records (ref. 29 CFR 1910.1020(g))
    ▪ Reporting of accidents and unsafe acts and conditions
  o Annual safety training is provided in the following subjects:
    ▪ Respiratory protection and respirator fit-testing, including medical certification (ref. 29 CFR 1910.134(k))
    ▪ Periodic inspection of Energy Control Program procedures (lockout/tagout) and attendant training as necessary (ref. 29 CFR 1910.147(c)(6)(i) and (c)(7))
    ▪ Powered industrial truck (forklift), as necessary to satisfy the OSHA requirement to evaluate each operator’s performance at least once every three years (ref. 29 CFR 1910.178(l))
    ▪ Asbestos awareness for employees (e.g., custodians) who perform housekeeping operations in an area having asbestos-containing materials (ACM) or presumed ACM. This also includes maintenance personnel. (ref. 29 CFR 1919.1001(j)(7)(iv))
    ▪ Bloodborne pathogens (ref. 29 CFR 1910.1030(g)(2))
  o As-needed safety training is provided in such subjects as:
    ▪ Personal protective equipment (ref. 29 CFR 1910.132(f))
    ▪ Electrical safety (ref. 29 CFR 1910.332)
    ▪ Others as determined by new activities and their associated hazard analyses, including slip/trip/fall prevention, ladder safety, lifting/back safety, hand/power tool safety, groundskeeper safety, etc.

• Establish written programs and plans and make them available to employees. See links found on the Safety and Risk Management web page for the following programs and plans:
  o Chemical Hygiene Plan per 29 CFR 1910.1450(e)(1)
  o Energy Control Program (Lockout/Tagout) per 29 CFR 1910.147(c)(1)
  o Exposure Control Plan (for Bloodborne Pathogens) per 29 CFR 1910.1030(c)(1)(i)
  o Fire Prevention Plan per 29 CFR 1910.39(b)
  o Hazard Communication Program per 29 CFR 1910.1200(e)(1). This program also addresses the requirement to have Safety Data Sheets for hazardous chemicals in the workplace available to employees during their work shift. The link for “Safety Data Sheets (SDS)” found on the Safety and Risk Management web page ensures their immediate accessibility for employees at any time.
  o Respiratory Protection Program per 29 CFR 1910.134(c)(1)

In regard to environmental requirements, Palm Beach State College has developed the following compliance programs, which may be found on the Safety and Risk Management web page:
• Battery Disposal and Recycling
• Chemical/Hazardous Waste Management Program
• Chemical Spill Response Plan
• Recycling Program
• Universal Waste Management Program

G. Preventive Maintenance
When equipment fails to operate properly or breaks down, the result can lead to accidents, injury and/or unsafe conditions (e.g., poor indoor air quality) for members of the College community. The Facilities Department at Palm Beach State College has an extensive, detailed preventive maintenance (PM) program covering every major piece of equipment to ensure that it continues to operate properly. Examples of the type of equipment covered include the following:
• Heating, ventilating and air conditioning (HVAC) systems
• Generators
• Hoist and lifting devices
• Materials handling equipment (e.g., forklifts)
• Motors and motor bearings
• Blowers
• Laboratory fume hoods
• Alarm systems
• Fire suppression systems
• Golf/utility carts
• Automobiles and trucks

Each major piece of equipment at the site has a detailed, written procedure for performing PM, which is conducted in accordance with an established regular schedule. By conducting regular PM and corrective maintenance as necessary, the Facilities Department ensures that the potential for equipment failure is minimized, thereby preventing equipment breakdowns that may cause hazards.

H. Emergency Preparedness and Response
Various internal and external events with hazardous consequences may occur, which result in an emergency situation for the College. Examples include fire, hurricane, tornado, hazardous material spill, active shooter, etc. Being prepared for emergencies and undertaking an effective response will limit the impact of the emergency on the College community, provide for the safety of personnel and property and promote the College’s continued operation.

OSHA requires that employers, such as Palm Beach State College, have a written emergency action plan, kept in the workplace and available for employees to review (29 CFR 1910.38(b)). The Palm Beach State College’s Emergency Operations Plan has been prepared to fulfill this requirement. It establishes an emergency response organization and specifies the planning and procedures necessary for proper response to various emergency scenarios. It is accessible via the “Emergency Action Plan (Emergency Operations Plan)” link shown on the Safety & Risk Management web page, as well as the “Emergency Operations Plan” link on the Security web page. Included in the Emergency Operations Plan are the various response scenarios for the emergencies that can occur at the College. These include evacuation (in response to a fire alarm, an actual fire or a power outage), lockdown (in response to an active shooter on campus or a nearby off-campus threat) and shelter in place (in response to an external environmental threat such as a tornado, lightning storm or hazardous material spill).
The Emergency Operations Plan includes sub-plans that address risks in greater detail. Included in these sub-plans is the Hurricane Preparedness Plan, which describes the actions to be taken at the Hurricane Watch and Hurricane Warning stages, which will protect College property and ensure that the College is returned to operation as soon as possible after the storm.

I. Fleet Safety
The College has numerous pieces of automotive equipment (cars, truck, passenger vans, buses) used by College employees to carry out work requirements offsite or to transport students to offsite events. It is imperative that the equipment on these vehicles (e.g., lights, brakes, horns, tires) is in good condition and operates properly so that College personnel may travel in safety. The College’s Facilities department tracks vehicle mileage and brings each vehicle in at 5,000 miles or at least annually to perform preventive maintenance and to check operation.

Drivers of vehicles used for student transportation are required to perform a pre-operational check of the vehicle that includes safety items and to report any problems to the College’s Transportation Coordinator. These drivers also undergo driver training given by the Transportation Coordinator.

J. College Vehicle Usage Procedures
Only employees of Palm Beach State College are authorized to operate College vehicles. Vehicle operators must have a valid driver’s license. A listing of vehicle operators, their driver’s license numbers and when the license was last checked for validity is maintained on PantherNet. The Safety & Risk Office performs semi-monthly checks of this listing for drivers who are “due” such that the validity of the license for every employee whose uses a College vehicle is checked at least once each year.

Personal use of College vehicles is not permitted and may result in disciplinary action up to and including dismissal. Other requirements for drivers of College vehicles are described in College Vehicle Usage Procedures, which may be accessed from the Safety and Risk Management web page.

Operators of utility/golf carts are also required to have a valid driver’s license and must undergo utility/golf cart safety training given by the Safety & Risk Office before being allowed to operate a utility/golf cart. The College’s Utility/Golf Cart Safety Program may be found on the Safety and Risk Management web page.

K. Other Programs, Training and Awareness
Other programs that limit risk, including those for training and awareness are described below.

(1) Automated External Defibrillators
Sudden cardiac arrest (SCA) can occur to anyone at any time. The College has placed Automated External Defibrillators (AED) at every campus in locations that conform to the guidelines of the American Heart Association regarding having a three-minute response time between the determination that someone is the victim of SCA and the arrival of an AED at the victim’s location. Maps showing the locations of the AEDs at each campus may be found on the Safety and Risk Management web page. An online video and
a PowerPoint presentation showing how to perform Cardio-Pulmonary Resuscitation and how to use an AED are also shown on the web page.

AED batteries and pads are replaced in accordance with the manufacturer’s recommended schedule. The Security Office at each campus conducts a monthly inspection of the AEDs on the campus to ensure that they are in good condition and working order.

(2) Fire Extinguisher Online Training
The Safety and Risk Management web page offers a video showing how to use a portable fire extinguisher in the event an employee comes across an incipient fire and can safely use a portable fire extinguisher to put it out.

(3) Household Electrical Appliance Procedure
Unauthorized household electrical appliances put the College at risk for power outages, fires and injuries to employees and loss of productive time due to unnecessary evacuations from buildings because of false alarms. The College’s Household Electrical Appliance Procedure sets forth the requirements under which an employee may have and use a household electrical appliance, as well as those appliances that are not allowed on any of the College’s campuses and the conditions under which an appliance may be removed. A copy of the College’s Household Electrical Appliance Procedure may be found on the Safety and Risk Management web page.

(4) Electronic Alert System
College employees and students can receive emergency notifications and updates via the College’s Blackboard Connect emergency alert system. Immediate safety alerts, emergency closings, cancellations, re-openings and updates will be sent directly to each individual through any of the devices registered. The service will send text or instant messages to registered mobile phones, wireless PDAs, e-mail addresses, Facebook and/or Twitter. The Electronic Alert system is an “opt-out” system (students and employees are signed up automatically), which is managed by the Security Department.
3. RISK FINANCING

Risk control attempts to eliminate or prevent losses from occurring, or at least to reduce the frequency and severity of losses that do occur. When losses do occur they must be financed. Risk financing is the element of risk management concerned with funding and payment of losses.

A. Self-Insurance Program

The College finances the risks that remain after the implementation of control measures through a program of self-insurance managed by the FCSRMC. Self-insurance is a risk management practice in which a predetermined amount of money is set aside to handle a potential future loss. The advantages of being self-insured are cost-savings and control of the insurance plan. A portion of the premiums paid to a commercial insurance company goes to administration, overhead and profit. Self-insurance can offer the exact same coverages for lower administrative costs and no profit. Self-insurance also gives more control and in terms of benefit design and cost containment than private insurance, as well as a degree of accommodation that more readily conforms to the mission and needs of the self-insured party. Full or exclusive self-insurance is rare, as a combination of self-insurance and commercial insurance usually provides the best coverage for the self-insured. Usually, the predictable losses of the risk are retained and self-insured, forming a first or "working" layer of coverage, and a stop-loss or stop-gap policy is purchased from the commercial insurance market. The commercial insurance market then pays for losses above the specified self-insurance limit per loss, thereby stopping the cost of losses to the self-insured above the retained values. Effectively, the losses paid for by the insured before the stop-loss policy pays becomes the deductible layer.

The most prevalent form of self-insurance in the United States is governmental risk management pools. They are self-funded cooperatives, operating as carriers of coverage for the majority of governmental entities today, such as county governments, municipalities and school districts. Rather than these entities independently self-insuring and risking bankruptcy from a large judgment or catastrophic loss, such governmental entities form a risk pool. Such pools begin their operations by capitalization through member deposits or bond issuance. Coverage (such as general liability, auto liability, professional liability, workers compensation and property) is offered by the pool to its members, similar to the coverages offered by insurance companies. However, self-insured pools offer members lower rates (due to not needing insurance brokers), increased benefits (such as loss prevention services) and subject matter expertise.

Palm Beach State College is a member of one such governmental risk management pool, the Florida College System Risk Management Consortium (FCSRMC), as noted above. The FCSRMC exists as a risk-sharing pool formed by the Florida College System District Boards of Trustees under a mutual agreement. Florida Statutes allow the creation of a consortium by the state colleges to develop a cooperative system of risk management under one comprehensive, statewide plan. In addition, the Florida Legislature has provided authority for the state colleges to participate in self-insurance, excess insurance and specific insurance programs through the FCSRMC. (See Appendix B for a listing of the various legislative authorities.) These programs include: workers’ compensation, liability, property, health and life insurance.
and others. The purpose of the FCSRMC is to manage the insurance programs in accordance with Florida Statutes and as approved by the member colleges’ Risk Management Council (part of the Council of Presidents). The FCSRMC coordinates the marketing, purchasing and administration of various insurance programs. Funds collected by the FCSRMC from participating colleges will be utilized to provide the necessary loss funds (the self-insurance pool) and administrative services, as well as the purchase of excess insurance to provide protection beyond the self-insurance limits (loss fund), e.g., for a catastrophe or series of catastrophes.

B. Insurance Program Overview

Palm Beach State College utilizes a number of insurance coverages to protect itself from different losses, which are summarized below.

(1) Property and Casualty

Property and casualty coverage is included in an annual assessment that each member college of the FCSRMC must pay. A summary of the coverages follows (see the FCSRMC Plan Document for details regarding definitions, covered items, covered perils and exclusions):

- **Administrative Defense** – This coverage reimburses the College for defense costs related to charges regarding employment under one of the following:
  - The Florida Human Rights Act;
  - Title VII;
  - The Age Discrimination in Employment Act;
  - Any law prohibiting discrimination or granting preference based on veteran status;
  - The Family Medical Leave Act;
  - The Americans with Disability Act;
  - The Florida Ethics Commission;
  - Any other law of the United States of America or the State of Florida applicable to the participant which prohibits discrimination in employment against employees, ex-employees, prospective employees or job applicants.

  The College has a $10,000 deductible. The FCSRMC Loss Fund will cover up to $50,000 after the College deductible. Attorney fees are reimbursed at $150.00/hour.

- **Crime - Employee Theft, Money & Securities** – This coverage protects the College against loss from a dishonest or fraudulent act by an employee. Coverage extends to persons involved with or handling College funds.

  The College has a $5,000 deductible per loss. The FCSRMC Loss Fund will cover the next $45,000 after the College deductible. An excess insurance policy will cover the remainder of the loss up to a limit of $1 million (less the $50,000 deductible). Beyond these limits, the College must procure its own coverage.
• **Crime (Fiscal Agent) Employee Theft, Money & Securities** – This coverage extends the crime coverage to persons involved with or handling FCSRMC funds. It covers up to $15 million for Health/Life and/or Property/Casualty funds, including Faithful Performance.

The College has a deductible of $5,000 per loss. The FCSRMC Loss Fund will cover up to $45,000 after the College deductible. Separate excess insurance policies, up to $10 million for one and up to $5 million for the other, will cover losses beyond the $50,000.

• **Equipment Breakdown** – This coverage pays for property damage due to equipment breakdown in the College’s facilities. There are certain exclusions, including earth movement, water, hail, windstorm and military action.

The College has a $10,000 deductible for each claim. For lightning losses, the FCSRMC Loss Fund will cover up to $40,000 after the deductible. Excess insurance will cover up to $250 million (except only $1 million per claim for lightning losses) less the policy deductibles ($50,000 for lightning, $10,000 for all other claims).

• **Network Security and Privacy Liability (Cyber)** – This coverage will indemnify for expenses related to network security failures and/or unauthorized access to personally identifiable information. For example, if an employee loses a laptop that has a file with employee personal identifiable information (e.g., names, SSNs, addresses, etc.), it would cover the cost of services necessary to respond for the affected individuals.

The College has a $10,000 deductible for each claim. Excess insurance will cover the losses up to $2 million per college aggregate with a $10 million policy aggregate limit less deductibles.

• **Liability - Automobile - State of Florida** – This provides liability coverage to the College for claims in Florida involving College-owned vehicles and non-owned and leased vehicles resulting from negligent acts of the College or the College’s drivers who have been given permissive use by the College.

The college does not have a deductible. The FCSRMC Loss Fund will cover $200,000 per person/$300,000 per occurrence (statutory limits per Florida Statute 768.28) for all vehicles except leased vehicles (vehicles must be leased for one year or longer).

Coverage does NOT extend to owners of College non-owned vehicles. For example, an employee who uses their own vehicle on College business is not afforded any coverage and would need to look to their personal automobile policy for coverage; however, the College is afforded liability coverage for the use of these non-owned vehicles.

• **Liability - Automobile - Federal & Other States** – This provides liability coverage to the College for negligent actions of the College/employee when an automobile claim is brought for damages outside Florida or under Federal Statutes.
The College does not have a deductible. The FCSRMC Loss Fund will cover up to $300,000 for each claim, including defense. Excess insurance, subject to its terms, exclusions and conditions, will cover losses, including defense costs, in excess of the policy deductible of $300,000 up to $4.7 million.

- **Liability - General - State of Florida** – This coverage provides personal injury (as defined in the FCSRMC Plan Document) and property damage coverage to third parties as a result of negligence on the part of the College, including an official, trustee or employee of the College while acting in their official capacity and within the scope of their employment.

The College does not have a deductible. The FCSRMC Loss Fund will cover up to $200,000 per person/$300,000 per occurrence (statutory limits per Florida Statute 768.28).

- **Liability - General – Federal & Other States** – This provides liability coverage to the College for negligent actions of the College/employee for damages outside Florida or under Federal Statutes.

The College does not have a deductible. The FCSRMC Loss Fund will cover up to $300,000 for each claim, including defense. Excess insurance will cover losses, including defense costs, in excess of the policy deductible of $300,000 up to $4.7 million, with an annual aggregate of $14.1 million.

- **Sexual Misconduct Liability** – This coverage is designed to protect vulnerable persons (i.e., minors on campus) from the acts of employees/agents of the College, e.g., if a parent alleges this his/her child was molested by a College employee in the Center for Early Learning or elsewhere at the College.

The College’s deductible is $10,000. The FCSRMC Loss Fund will cover up to $40,000 beyond the College’s deductible for each claim, including defense. Excess insurance will cover claims, including defense costs, in excess of $50,000 up to $1 million per claim, with a $2 million limit per policy term.

- **Property (Including Automobile Physical Damage and Fine Arts)** – This covers losses (other than theft) resulting from damage due to a covered peril to all College-owned property, as well as property for the College becomes responsible, such as leased equipment or non-owned buildings (except residential property) for which the College agreed to provide property insurance. Coverage includes the loss of fine art objects owned by the College, as well as non-owned fine art for which the College has a contractual obligation.

Some examples of covered property:
  - College-owned buildings;
  - College-owned contents in above buildings;
  - Leasehold improvements or betterments which the college owns or property which the college holds on consignment (i.e., fine arts owned by others) or agrees to insure by contractual agreement;
  - College landscaping;
  - Buildings under construction (Builder’s Risk). This provides coverage only to the College and is dictated by the terms of the contract between the College and contractor;
  - Valuable papers and records.
Some examples of property NOT covered:
- Animals, aircraft, standing limber, growing crops, accounts, bills, currency, money, notes, securities deeds, evidence of debt, roads and land;
- With regard to Builder’s Risk, loss to property of contractors and/or their employees such as tools, equipment, sheds, machinery.

Some perils NOT covered:
- Loss by moth, vermin, termites or other insects;
- Loss by wear, tear, gradual deterioration;
- Loss by negligent operation or negligent maintenance;
- Corrosion, rust, wet or dry rot or mold;
- Breakdown of machinery and/or boiler explosion, Inventory shortage or dishonest acts by employee.

The College has a $10,000 deductible for each claim, except for automobile/watercraft physical damage, which is $5,000. Long-term leased vehicles are subject to a $1,000 deductible. Coverage for automobile damage beyond the deductible is paid out of the FCSRMC Loss Fund up to the current Actual Cash Value of the vehicle. Fine art has a deductible of $5,000 deductible per item or $10,000 per occurrence. Theft of property owned or leased by the College has a deductible of $5,000 deductible per item or $10,000 per occurrence. For other property, the FCSRMC Loss Fund will cover up to $1 million, after the deductible, for all perils except flood (up to $2.5 million, less the deductible) and a named windstorm (3% for each damaged building/contents or $2.5 million, whichever is greater, less the deductible). A layered program of excess insurance for property damage is available up to a $200 million per occurrence limit, with certain annual aggregate limitations for flood.

- **School Leaders’ Errors & Omissions** – This provides coverage for the College, its officers, trustees and employees if the College is sued alleging the College erred in College policy or committed a wrongful act.

  The College has no deductible. The FCSRMC Loss Fund will pay defense costs and court awards up to $50,000. Excess insurance will cover costs beyond that up to $5 million per college on an annual aggregate basis, with a FCSRMC annual aggregate for all colleges of $25 million. Defense costs are in addition to this limit. The insurer will select the defense attorney.

- **Workers’ Compensation Part 1 (Statutory)** – This provides coverage to an employee for lost wages and medical expenses that result from a job-related accident or illness in accordance with the Workers’ Compensation laws of the State of Florida.

  There is no College deductible. If an employee is injured and Workers’ Compensation covers the injury, the costs are paid by the FCSRMC Loss Fund up to $500,000 for each accident for Florida claims only. Excess insurance will cover up to the statutory limits (unlimited) per claim. Coverage extends to all employees, as defined by Florida Statute 440 (Florida Only). Coverage also extends to employees living and working outside Florida, except for specified states.

- **Workers’ Compensation Part 2 (Employer’s Liability)** – If the College is determined to be liable for the injury to the employee, this insurance provides coverage for the College for any judgment against
it that may result from a job-related accident or illness in accordance with the Workers' Compensation laws of the State of Florida.

There is no College deductible. The FCSRMC Loss Fund will cover up to $500,000 for each accident for Florida claims only. Excess insurance will cover up to $2 million for both bodily injury each accident and bodily injury by disease for Florida claims only. Coverage also extends to employees living and working outside Florida, except for specified states.

- **International Travel Package** – This coverage is available for students and accompanying faculty members who become ill and require medical attention while traveling abroad on a College-sponsored trip. The coverage also includes automobile damage, automobile liability, foreign voluntary compensation claims against the College and emergency medical evacuation.

  The College has a $1,000 deductible for automobile damage for each automobile. It has a $500 deductible per person for each injury or sickness. There is no coverage from the FCSRMC Loss Fund. Excess insurance will cover up to $25,000 for travel accidents and sickness for participants traveling on College-sponsored international trips. It will cover up to $1 million per claim for general liability, automobile liability or foreign voluntary compensation claims against the College.

(2) Other Coverages Available Through FCSRMC

In addition to the Property and Casualty insurance coverage, which relies on the FCSRMC Loss Fund and excess insurance for reimbursement of losses, and which the member colleges pay for through their annual assessments, other insurance coverage may be purchased through the FCSRMC as needed on a per student/per event/per item basis. See the Safety & Risk Specialist for details regarding the coverages and how to obtain them. For Palm Beach State College, these other coverages include the following:

- **Allied Health Professional (Malpractice) Liability** – This program provides medical professional liability for the acts of students in the Allied Health and Health Science courses specifically named by the policy while the students are participating in activities which are a part of and a requirement of their curriculum at the school. Coverage is available to faculty members teaching the covered courses under certain conditions.

  The College has no deductible. The policy provides limits to each college of $2 million per incident/$5 million aggregate.

- **Athletics (Intercollegiate) Accident** – This policy provides coverage for student athletes, student managers, student trainers, student coaches or student cheerleaders for bodily injury sustained by such person while participating in athletic competition that is authorized, sanctioned or scheduled by the College (for approved sporting programs). This includes school supervised practice, game related activities, off-season conditioning and related covered travel. Coverage also extends to prospective athletes and their named chaperones while visiting the College or facility for which they are invited.

  The Basic Policy provides the following limits:
  
  o Accident Medical Expenses - $25,000
  
  o Accidental Death and Dismemberment - $10,000
  
  o Aggregate Limit of Liability (all colleges) - $5 Million
Benefit Period - 104 Weeks

The Catastrophic Policy provides the following limits:
- Policy limit (all colleges) - $5 Million
- Benefit Period - Lifetime
- Deductible (Satisfied by the Basic Policy) - $25,000

Claims are paid as excess to any other available insurance. If the student athlete does not have his/her own medical insurance, the policy pays on a primary basis. The student athlete must incur medical expenses within 90 days of injury for the Basic Policy to respond. The student athlete must incur medical expenses of $25,000 within 24 months from date of injury for the Catastrophic Policy to respond.

- **Student (Education/Training) Accident Insurance** – This policy provides coverage for students who may experience an injury during training while enrolled in certain Public Safety (e.g., Criminal Justice, Fire Recruit), Health Sciences and Trade & Industry programs.

This insurance coverage is paid for by the student as part of the course registration fee. It is in effect **only** during classwork and/or training occurring during the course or program of study, and claims are paid in excess of any private insurance that the student may have. If the student has their own private health insurance coverage, the College's policy will pay for any out-of-pocket expenses not covered by the student’s own insurance, e.g., any deductible or co-payment. If the student has no private health insurance, the policy will cover an accident fully up to its limit of $15,000. However, students returning to the College for agility tests, re-certifications, etc. are not eligible for this insurance.

Neither the College nor the student has a deductible. The student must incur his/her first medical expense within 26 weeks after the accident for coverage to apply for the Accident Medical Benefit. For the Accidental Death Benefit and Accidental Dismember Benefit, the loss of life or limb must occur within 180 days after the date of accident.

The policy has coverage limits of:
- Accident Medical Expense - $15,000
- Dental - $1,000
- Accidental Death Principal Sum - $25,000
- Accidental Dismemberment Principal Sum - $25,000
- Benefit Period - 104 weeks

Additional information, claims form and instructions for filing a claim are found on the Safety and Risk Management web page.

- **Student Activities Club Off-Campus Domestic Travel Accident Insurance** – This policy provides excess medical coverage for students registered in a sponsored and supervised Palm Beach State College student activities club who are injured or become ill as a result of a domestic travel accident. The
premiums are paid by Student Services. The policy will pay for any out-of-pocket expenses not covered by the student’s own insurance, e.g., any deductible or co-payment. If the student has no private health insurance, the policy will cover an accident fully up to its limits of $2,000 per illness and $10,000 per accident. The coverage is in effect only while the student is taking part in a College-sponsored activity. There is no coverage if the student transports him/herself to the activity site. In this case, coverage would begin after arrival at the site and end upon leaving the site. District Board of Trustees Policy Number 6Hx-18-2.12, “Field Trips”, prohibits faculty and staff from transporting student in their own vehicles.

Each student must complete a Release, Hold Harmless and Indemnification Agreement and a Student Activities Emergency Information & Medical Treatment Form prior to travel (see Appendix C), which will be retained by the Student Activities Advisor. Please refer to the Safety & Risk Specialist for other administrative provisions in effect.

- **Upward Bound Student Accident Insurance** – This program provides accident coverage for registered high school students participating in scheduled, sponsored and supervised Upward Bound programs, including direct travel to and from such activities. The premium for this insurance is paid by the Upward Bound Program. Like the Student (Education/Training) Accident Insurance and Student Activities Club Off-Campus Domestic Travel Accident Insurance programs, this program offers excess coverage for out-of-pocket medical expenses, with the following limits:
  - Accident Medical Expense Benefit - $10,000
  - Accidental Death Benefit - $10,000
  - Accidental Dismemberment Benefit - $10,000

- **Storage Tank Liability Insurance** – This program provides bodily injury and property damage liability coverage for the College’s listed aboveground petroleum product storage tanks in accordance with the requirements of the Florida Department of Environmental Protection. The limits of liability are:
  - Deductible - $5,000 per claim
  - Per Storage Tank incident - $1 million
  - Aggregate limit - $1 million

- **Facilities Use Insurance** – This policy provides bodily injury and property damage liability coverage for non-College organizations engaged in non-College-sponsored activities using College facilities. This coverage can be obtained when the College is renting theatres, classrooms and other areas for performances, meetings, graduations, etc. This policy is **not** to be used for College-sponsored activities. This policy provides a mechanism to protect the FCSRMC’s Loss Fund by transferring the risk from the Loss Fund to those non-College-sponsored groups which the College allows to use their facilities.

If available, the organization sponsoring the event should provide evidence of adequate general liability insurance through a Certificate of Insurance which names the College as an Additional Insured for the event. In those cases where the sponsoring organization does not have adequate insurance, the Facilities Use Insurance policy provides coverage for the College as well as the organization. The
College will obtain the coverage, and the sponsoring organization must reimburse the College for the insurance premium. This coverage extends to spectators and not to participants, i.e., the dancers, actors, athletes, etc., while they are performing or participating in an event.

The policy provides limits of:
- $200,000 each person/$300,000 each occurrence.
- Policy has deductible of $500 bodily injury or property damage per claim, which the FCSRMC will pay.

To secure coverage, Facilities Use Insurance Forms (see Appendix C) must be submitted to the FCSRMC in advance for prior approval (at least 7 days advance notice). If the event is cancelled once the FCSRMC has bound coverage, a charge will be made to the College for this event unless the FCSRMC was notified prior to the event being cancelled and confirmation was made back to the College of this cancellation.

Appendix D provides guidelines for situations when Facilities Use Insurance may be waived in lieu of other risk management measures.

(3) Non-Covered Activities

Certain College-sponsored activities having a risk component have no insurance coverage at all, but their risks are managed through the execution of various waivers and indemnification and hold harmless agreements. These include:

- **Student Activities On-Campus Activities** – Palm Beach State College does not provide insurance coverage to students who are engaging in any College-sponsored activity on campus grounds. Students engaging in College-sponsored, supervised activities on campus are required to sign the On-Campus College Activity Release, Hold Harmless and Indemnification Agreement (see Appendix C).

- **Student Activities Sports Clubs** – All students taking part in any of the specified organized, supervised intra-mural sports clubs are required to complete the Sports Club Activity Release, Hold Harmless and Indemnification Agreement, as well as the Permission for Emergency Treatment and the Emergency Contact Information forms (see Appendix C). At present, the following club sports have this requirement:
  - Basketball
  - Flag Football
  - Ice Hockey
  - Soccer

- **Optional Facilities Use & Requirements – Performer Agreement and Agreement for Temporary Use of College Facilities** – There may be occasions where a person or group wants to visit the College for the purposes of providing educational, cultural or entertainment benefits, but they do not carry their own liability insurance. Indemnification forms to address this lack of insurance coverage, while still enabling the College community to benefit from such situations, have been developed (see Appendix C). Appendix D contains guidelines that define these particular situations and explain when the
Facilities Use insurance, Performer Agreement or Agreement for Temporary Use of College Facilities should be utilized.

- Other release, hold harmless and indemnification forms are also shown in Appendix C.
1. As a responsible steward of our people and facilities and the environment, it is the duty of Palm Beach State College to provide a workplace for its faculty and staff and a learning environment for its students that are free from recognized hazards to their safety and health. In addition to protecting the people who work and learn on our campuses, the College has an obligation to ensure that its operations do not harm the environment.

2. In recognition of these responsibility, Palm Beach State College hereby adopts a safety, health and environmental policy that commits it to do the following:
   a. Comply with all applicable safety, health and environmental laws and regulations and establish programs and procedures to assure compliance.
   b. Provide College personnel with appropriate safety and emergency equipment and ensure that they are properly trained in the procedures that will protect themselves and the environment.
   c. Take appropriate action to correct hazards or conditions that pose a risk to safety, health or the environment.
   d. Consider safety and environmental factors in all operating decisions.

3. The safety and health of the College community must be a part of everyone’s daily concern, and safety and environmental protection must be an integral part of every job.

4. All faculty and supervisory personnel are accountable for the actions of the individuals they supervise in that regard.

5. All College employees and students are responsible for complying with all safety rules, for their individual safety performance, for the safety of those around them and for working in such a manner as to prevent harm to themselves, to others and to the environment.
The Florida Statutes provided by the Florida legislature providing authority for community and state colleges to participate in programs of self-insurance are as follows:

- **F.S. 1004.725**
  - Provides authority for expenditures for self-insurance services
- **F.S. 440.380 – F.S. 440.381**
  - Provides authority for self-insuring workers’ compensation
- **F.S. 111.07 – F.S. 111.072**
  - Provides authority for self-insuring liability issues
- **F.S. 1001.64(27)**
  - Provides authority for self-insuring property
- **F.S. 112.08**
  - Provides authority to self-insure health and life programs
- **F.S. 768.28**
  - Provides authority for waiver of sovereign immunity
APPLICATION FOR ART EXHIBIT
RELEASE AND INDEMNIFICATION

Contact Information

Date: __________________________________________

Campus Displaying Exhibition: □ Lake Worth □ Palm Beach Gardens □ Belle Glade □ Boca Raton

On Campus Location ____________________________________________________________

Name of Exhibitor ____________________________________________________________

Address: ______________________________________________________________________

Exhibit Description ____________________________________________________________

Value of Exhibit ______________________________________________________________
Is Your Property Insured? □ YES □ NO

Dates of Exhibit: From: _______________ To: _______________

I understand that in offering and providing any works of art to be displayed by or on the premises of Palm Beach State College, I release the College, its trustees, faculty, staff, students, agents and invitees from any loss, cost, damages, or liabilities for theft or damage of any kind to the works of art provided.

If Insured: I further acknowledge that I have obtained the property insurance necessary to protect against loss resulting from theft or damage of any kind to the works of art. I have given or will give proper notice to my insurer so as to provide coverage during the period that the works of art shall be at the College. I am solely responsible for the costs of any premiums and any deductible associated with the insurance.

I also agree to indemnify, defend, and hold harmless Palm Beach state College, its trustees, faculty, staff, students, agents, and invitees from any loss, cost, damages, or liability for theft, loss or damage of any kind to the works of art being displayed. I waive any rights of subrogation on behalf of myself and the insurer.

Print Name and Title of Artist/Exhibitor ____________________________________________

Signature of Artist/Exhibitor ____________________________________________________

College Gallery/ Theatre Director ________________________________________________

Palm Beach State College is self insured per Florida Statute 768.28 $100,000 per person / $200,000 per occurrence aggregate.
Release, Hold Harmless and Indemnification Agreement Student Participant – College Activity

**Palm Beach State College**

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**  
**STUDENT PARTICIPANT - COLLEGE ACTIVITY**

<table>
<thead>
<tr>
<th>Student/Participant Name</th>
<th>Department/Club Name</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Student/Participant Number</th>
<th>Date of Birth</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Emergency Contact Name</th>
<th>Emergency Contact Phone#</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Health Insurance Provider</th>
<th>Health Insurance Policy #: Phone #</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

**Assumption of Risks:** Participation in:

Describe Activity

Carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I hereby assert that my participation is voluntary and that I knowingly assume all risks in consideration of the educational benefit to be derived by me.

I hereby release from liability and hold Palm Beach State College harmless from any and all claims and causes of action which might be brought by myself, parents, spouse, dependents, heir, executors, and administrators for loss of property, personal injury or death sustained by me arising out of any travel or activity, however caused, conducted by or under the control of Palm Beach State College. I further understand that this Release applies if I decide not to travel with the College group in a College-approved vehicle and use my own personal means of transportation to and from the College sponsored event. I will notify my advisor of my departure to and arrival at the College sponsored event, as well as upon my return from the event. It is understood that Palm Beach State College, as used herein, shall include the employees, administrators, agents and District Board of Trustees of Palm Beach State College.

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature of Student/Participant</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

For students/participants under the age of 18:

I HEREBY APPROVE THE FOREGOING AGREEMENT AND JOIN IN THE FOREGOING RELEASE.

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature of Parent</th>
</tr>
</thead>
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</tr>
</tbody>
</table>

Palm Beach State College is self insured per Florida Statute 768.28 - $200,000 per person/$300,000 per occurrence aggregate
Student Activities Emergency Information & Medical Treatment Form

Student Activities
Emergency Information & Medical Treatment Form

NAME________________________ ID NUMBER________________________

Permission for Emergency Treatment
I/We hereby authorize the appointed representative(s) of Palm Beach State College to obtain and authorize medical treatment as is necessary to protect the my well-being; including, authorization for emergency treatment, anesthesia, and/or surgery as deemed necessary. Further, I do hereby release and agree to hold harmless Palm Beach State College and its representatives from any and all claims which may arise from said medical treatment.

Student Signature________________________________________ Date__________________

Signature of Parent or Guardian ________________________________ Date__________________

NOTE: On rare occasions an emergency requiring hospitalization, surgery, and/or other medical treatment develops. Since in some countries/states students under the age of 21 years of age might not be administered an anesthetic or operated on without the written consent of the parent or guardian, we request that the parent or guardian sign this document in order to prevent a dangerous delay in the administration of emergency medical attention.

Emergency Medical Information
Do you suffer from any of the following conditions?
☐ Allergies ☐ Asthma ☐ Convulsions ☐ Heart Trouble ☐ Diabetes ☐ Fainting Spells ☐ Bleeding Disorders
☐ Other (Specify) ______________________________________________

______________________________________________________________

Do you wear/have: ☐ Contact Lenses ☐ Dentures ☐ Pacemaker

Are you currently taking any medications? (Please List)

______________________________________________________________

Is there any other medical information that we should be aware of? If YES, please explain...

______________________________________________________________

Emergency Contact Information

Name________________________ Relationship________________________

Home Phone____________________ Alternate Phone__________________

This document and its content constitute a student record and are exempt from public records under sections 1002.22 and 1005.52, Florida Statutes. The contents of this document can only be disclosed with the student's and/or parent(s) Guardian's consent.

Student Signature________________________ Date__________________

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Risk Management Manual – 10/16/2015
RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Sports Club Activity

Student/Participant Name  Club Name

Student/Participant Number  Date of Birth

Emergency Contact Name  Emergency Contact Phone#

As a student or participant of a college club sport function of Palm Beach State College, I do willingly execute this release in consideration of the educational benefit to be derived by me and my participation.

Assumption of Risks: Participation in (describe sports club activity)

...carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, including, but not limited to, minor scratches and bruises and major eye injury, loss of sight, joint or back injuries, etc.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the activity. I hereby assert that my participation is voluntary and that I knowingly assume all risks.

I hereby release from liability and hold Palm Beach State College harmless from any and all claims and causes of action which might be brought by myself, parents, spouse, dependents, heir, executors, and administrators for loss of property, personal injury or death sustained by me arising out of any travel or activity conducted by or under the control of Palm Beach State College. It is understood that Palm Beach State College, as used herein, shall include the employees, administrators, agents and Board of Trustees of Palm Beach State College.

Date  Signature of Student/Participant

For students/participants under the age of 18:

I HEREBY APPROVE THE FOREGOING AGREEMENT AND JOIN IN THE FOREGOING RELEASE.

Date  Signature of Parent

Palm Beach State College is self insured per Florida Statute 768.28 • $200,000 per person/$300,000 per occurrence aggregate
Summer Youth College Release Form

SYC RELEASE FORM

NAME: __________________________ ID #: __________________________

Palm Beach State College SYC participants will not be allowed to engage in class activities unless this form is completed and signed by a parent or guardian.

I. INSURANCE
I understand that participation in physical activity carries a degree of risk. I am responsible to follow instructions and safety precautions given by the instructor. I am aware that Palm Beach State College does not carry individual student insurance to cover accidents which may occur during Summer Youth College. I am aware that I have been advised to carry my own insurance. I hereby release from liability and hold Palm Beach State College harmless from any and all claims and causes of action which might be brought by myself, child, spouse, dependents, heir, executors and administrators for loss of property, personal injury or death sustained by my child arising out of any travel or activity conducted by or under the control of Palm Beach State College. It is understood that Palm Beach State College, as used herein, shall include the employees, administrators, agents and Board of Trustees of Palm Beach State College.

II. MEDIA
I hereby assign all rights to any and all images/photographs/videotapes/film/digital/or sound recordings made of the Summer Youth College participant named below. I hereby authorize the reproduction, sale, copyright, exhibition, broadcast and/or distribution of the same without limitation for any product associated with Palm Beach State College.

III. COMPUTER USE
I understand that the program may involve the use of computers that provide unfiltered access to the Internet. I hereby consent to such access and waive any and all claims arising from such access.

IV. MEDICAL
I hereby give my permission to Summer Youth College to initiate necessary first aid measures for my child, as needed. Further, in an emergency requiring medical attention, I authorize a representative of Palm Beach State SYC to take my child to the nearest hospital or act for me in accordance with their best judgment.

Does your child have any medical problems of which we should be aware? Circle yes or no.

YES NO If YES, what? ____________________________

Is your child allergic or sensitive to any drugs?

YES NO If YES, what? ____________________________

Is your child presently taking any medications?

YES NO If YES, what? ____________________________

Is your child allergic or reactive to insect bites or stings?

YES NO If YES, what? ____________________________

Does your child have any emotional/behavioral/psychological problems?

YES NO If YES, what? ____________________________

Emergency Numbers: Provide 2 daytime phone numbers where parents or guardians can be reached.

Name ____________________________ # ____________________________

Name ____________________________ # ____________________________

Doctor’s Name _______________________ # ____________________________

All SYC participants must be aware that they are attending a college and have to behave accordingly. College classes and activities are being conducted as usual during SYC. Inappropriate behavior/attire will not be tolerated. I have read and understand the above information. I also understand that if my behavior and/or attire are inappropriate, I may be asked to leave SYC without a refund.

Student’s Name (Print) ____________________________ Student’s Signature ____________________________

Signature of Parent/Guardian ____________________________ Date ____________________________

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Risk Management Manual – 10/16/2015
Facilities Use Insurance – Categories I, II, III & IV Request Form

**CATEGORIES I, II, III & IV REQUEST FORM**
August 01, 2015 - July 31, 2016

FLORIDA COLLEGE SYSTEM RISK MANAGEMENT CONSORTIUM
FACILITIES USE/SPECIAL EVENTS LIABILITY COVERAGE

Please complete the following and provide detailed information in the appropriate category below:

College:  
Campus:  
Building/Room:  

Date(s) of Event(s):  
Time(s) of Event(s):  

Title:  

Group Responsible for Event:  
#spectators/audience:  
#participants:  
Age range:  
#events:  

<table>
<thead>
<tr>
<th>CATEGORY OF EVENT</th>
<th>SINGLE EVENT RATE</th>
<th>MULTIPLE EVENT RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est. Rate</td>
<td>Amount</td>
<td>Est. Rate</td>
</tr>
<tr>
<td>I. Meetings</td>
<td>$58.86</td>
<td>$</td>
</tr>
<tr>
<td>II. Exhibits / Receptions / Demonstrations / Seminars</td>
<td>$88.36</td>
<td>$</td>
</tr>
<tr>
<td>Dances / Celebrations / Parties</td>
<td>$88.36</td>
<td>$</td>
</tr>
<tr>
<td>Instructional Classes / Workshops</td>
<td>$88.36</td>
<td>$</td>
</tr>
<tr>
<td>Weddings with / without receptions</td>
<td>$88.36</td>
<td>$</td>
</tr>
<tr>
<td>Graduation Ceremonies (NOT Project Grad or held in Auditorium)</td>
<td>$88.36</td>
<td>$</td>
</tr>
<tr>
<td>III. Sports - Games / Matches / Tournaments</td>
<td>$88.36</td>
<td>$</td>
</tr>
<tr>
<td>IV. Special Projects - Submit a minimum of 15 working days before event(s) start.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Auditorium / Theater</td>
<td>$294.33</td>
<td>$</td>
</tr>
<tr>
<td>Setup / Rehearsal Date(s) / Time(s):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Project Graduation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Setup / Rehearsal Date(s) / Time(s):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Lock down situation:  
☐ Yes  ☐ No Controls for students coming/going?  
# of adults/staff/chaperones:  
Type of security:  
Activities (specify/provide details such as live bands, dancing, swimming, sports, big games):  

If big games are included, certificates listing college as additional insured MUST be attached.

**Multiple Event Use Rates:**

I. Minimum policy charge of $148.80, with meetings in excess of 10 at $29.14 each.  
II. Minimum policy charge of $412.39, with meetings in excess of 10 at $52.67 each.  
III. Minimum policy charge of $353.00, with meetings in excess of 10 at $47.07 each.

(Typed/Printed Name of Risk Management Coordinator or Designee)  
(Signature)  
(Phone #)  
(Fax #)  
(Date Submitted)

**FOR FORM AND CARRIER USE ONLY**

**COVERAGE CONFIRMATION TO COLLEGES:**

Date:  
To:  
College:  
From:  

| FCSRMC:  
Category:  
# of events:  
Rate:  

| CARRIER APPROVAL:  
Date:  
Rate:  
By:  

Revised July 2015
Facilities Use Insurance – Categories V & VI Request Form

QUOTE FOR CATEGORIES V & VI REQUEST FORM

Florida College System Risk Management Consortium
Facilities Use/Special Events Liability Coverage

Please complete the following and provide detailed information in the appropriate category below:

College: ____________________ Campus: ____________________ Building/Room: ____________________
Date(s) of Event(s): ____________________ Time(s) of Event(s): ____________________
Title: ____________________
Group Responsible for Event: ____________________
# of events: ____________________ # of spectators/audience/attendees: ____________________ # of participants: ____________________
Age range: ____________________ If youth event, # of adults/staff/chaperones: ____________________

Events occurring in the following categories require that we obtain a rate from the carrier. These events must be submitted to FCSRMC a minimum of 20 days before the event starts.

V. SPECIAL EVENTS
   a. Swim Parties / Events / Classes
      Are participants handicapped (specify type): ____________________
      Do chaperones know CPR/lifesaving: Yes ☐ No ☐ # of Life guards: ____________________
   b. Festivals (Arts & Crafts) - NO FIREWORKS
      # of booths: ____________________ Types of Items sold: ____________________
      If live entertainment/music (specify type): ____________________ Food sold: Yes ☐ No ☐
   c. Youth Events - All Night
      Type of event: ____________________ Activities (specify type such as live bands, dancing, swimming, board games, sports) ____________________
      Type of security: ____________________
   d. Sports Training Camps for Youth
      Specify type of camp (basketball, baseball):

VI. SPECIAL EVENTS NOT CATEGORIZED ABOVE
Full description of event: ____________________

(Type/Printed Name of Risk Management Coordinator or Designee) ____________________
(Signature) ____________________
(Phone #) ____________________ (Fax #) ____________________ (Date Submitted) ____________________

FOR FCSRMC AND CARRIER USE ONLY

Coverage Rate to Colleges:
Date: ____________________
To: ____________________
College: ____________________
From: ____________________
Rate: ____________________

FCSRMC: ____________________ Date: ____________________
Category: ____________________ # of events: ____________________

Carrier Rate Approval: ____________________ Date: ____________________
Rate: ____________________ By: ____________________

Revised July 2015
Performer Agreement Cover Sheet

Complete and include with your performer agreement submission.

College Contact Name: ____________________________

Performer Name: ____________________________

Date submitted for aprv: ____________________________ Performance Date: ____________________________

1. Who will be benefiting from this performance?

2. How many people will be performing?

3. How many people are anticipated to attend?

4. If handout items are provided at the event, how many of each type?

5. ____________________________

6. Are we charging for this event?

7. What is the learning outcome from this event?

8. Does the vendor have insurance?

9. Is the performance at least ten (10) days from now?

10. If the performer is not charging the College for this performance ($0 contract), please explain why:

User Guide to the Performer Agreement Process:

Department Head Authorization (Dean, Provost or VP) required prior to submission

Name: ____________________________ Title: ____________________________

Signature: ____________________________ Date: ____________________________

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Risk Management Manual – 10/16/2015
Performer Agreement

This AGREEMENT made and entered into on ____________, between PALM BEACH STATE COLLEGE hereinafter referred to as “COLLEGE” and ____________, hereinafter referred to as “Performer” enter into this Performer Agreement (Agreement) effective on this date this Agreement is executed by all parties below and agree as follows:

The COLLEGE hereby engages the Performer and the Performer hereby agrees to the terms and conditions of which are set forth herein:

1. Performer: Performer will provide the following (give a detailed description of services provided).

2. Performer Information:
   Name:
   Address:
   Telephone:   Fax:   Performer Email:

3. College Information:
   Palm Beach State College   Contact Person:
   Address: *SELECT AN ADDRESS OR ENTER YOUR OWN*   
   MailStop:
   Telephone:   Fax:

4. Day, Date and Location of Services:
   Date:
   Time:
   Campus & Location:
   Set up times (if any): None

5. Terms of Services Provided:
   Performer will supply:
   College will supply:
   Any and all other equipment and personnel necessary for the Performer that is not listed above shall be provided by and at the expense of the Performer. Note: As to audio/sound equipment, Palm Beach State College has the right to determine the sound level and maximum amplification.

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Risk Management Manual – 10/16/2015
6. Payment for Services:
$_____________________ by COLLEGE check, payable to ______________________ at end of Performance.

Additional payment terms if applicable:

7. Cancellation:
Either party reserves the right to cancel this Agreement without obligation upon thirty (30) day written notice prior to the date of the Agreement. Any failure of either party to perform may be excused for proven sickness or injury, civil tumult or riot, acts of God, or other conditions beyond the control of Palm Beach State College or the Performer. Any cancelled Agreement may be rescheduled upon mutual written consent of the parties. Upon cancellation of the Agreement, except for proven sickness or injury of the Performer, Palm Beach State College has the discretion to reimburse the Performer up to twenty percent (20%) of the total Performer compensation not to exceed a maximum amount of $500.00.

8. Agent: If this Agreement is signed by Performer’s agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Performer, that he/she is authorized to enter into this Agreement, and that the agent and Performer are jointly and severally liable for any breach of this Agreement.

9. Relationship of Parties: Performer and/or Performer’s employees, agents, or other representatives are not employees, agents or representatives of the Palm Beach State College. Performer shall not use College name, trademarks, logos or marks without College’s prior written approval. Performer represents and warrants that it is not on the Convicted Vendor List (see § 287.133 (2)(a), Fla. Stat.). Performer must complete College Vendor application and submit it to the purchasing department, unless one is on file.

10. Content of Performer: Performer is solely responsible for the content of material and shall hold College harmless from any claim arising out of the performance of this Agreement, including, but not limited to, claims of libel, copyright infringement or other alleged use or materials by Performer covered by this Agreement.

11. Insurance: Performer is required to carry reasonable (as determined by the college) liability insurance and proof of insurance needs to be provided with execution of contract.

12. Indemnification by Performer: Performer agrees to indemnify, defend and hold College, and its respective trustees, director, officer, employees and agents harmless from and against any and all liability, loss, costs, injury, damage, penalties, suits, judgments, demands, claims, expenses and disbursements (including without limitation attorney’s fees) of any kind whatsoever arising out of, on account of, or in connection with Performer’s obligations and performance under this Agreement. Performer will not be liable for College negligence. This indemnity shall survive the termination of this Agreement.
13. **General Provisions:**

a. Nothing in this Agreement shall be construed as an indemnification of the Performer by College or as a waiver of sovereign immunity beyond that provided in § 768.28, Fla. Stat. Each party assumes risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

b. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties’ successors and assigns.

c. This Agreement is governed by the laws of the State of Florida. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in state or federal courts in Palm Beach County.

*The signatures below confirm that the parties have read and approved all terms above along with any attached rider.*

<table>
<thead>
<tr>
<th>PERFORMER</th>
<th>COLLEGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name</td>
<td>Richard A. Becker</td>
</tr>
<tr>
<td>Title</td>
<td>VP Administration &amp; Business Services</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
Palm Beach State College
Agreement for Temporary Use of College Facilities

Campus (check one): Lake Worth _______ Palm Beach Gardens _______ Boca Raton _______ Belle Glade _______

Name and Address of Person or Organization Entering Agreement (herein known as the User)

Tax exempt number if non-profit organization

Telephone Number

Extension

Specify type of activity and duration

The total of all fees due to the College under this agreement is $______________

All RENTERS BE ADVISED THAT THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE (HEREIN KNOWN AS THE COLLEGE) DOES NOT PROVIDE FACILITIES TO ORGANIZATIONS OVER EXTENDED PERIODS OF TIME. RENTALS ARE ON A TEMPORARY AND PER TERM/SEMESTER BASIS ONLY, AND USERS MUST MAKE OTHER ARRANGEMENTS FOR GREATER TIME PERIODS.

The College Shall:

a. Furnish light, electricity, heat, air conditioning, water and waste disposal by means of the appliances installed for ordinary purposes, but for no other purposes. Interruption, delays, or failure in furnishing any of the same caused by anything beyond the control of the College shall not be chargeable to the College.

b. Not be responsible for any damage, accidents or injury that may happen to User or his agents, servants, employees, spectators and any and all other participants and/or property from any cause whatsoever arising out of, or resulting from, the above described activity during the period covered by this Agreement, and the said User hereby releases and holds harmless the College from, and agrees to indemnify it against any and all claims for such damage, accident or injury, as set forth further below.

c. Reserves the right in the exercise of its sole discretion to rescind and cancel this Agreement at any time and for any cause whatsoever.

d. Reserves the right to alter this schedule and to notify the User 48 hours prior to a scheduled event. Activities of the College shall have first priority.

e. At its option, attach a rider which outlines the fee schedule and other detail specifications of this Agreement, and becomes part of this Agreement. Such fees could include charges for special security, a/v rental, a/v technician, custodial, maintenance, electrical hook-ups and waste disposal, as well as reimbursement to the College for Facilities Use Insurance, if required.

The User Shall:

a. Obtain at the User’s own cost and expense, any and all licenses or permits required by law or ordinance.

b. Take the premises as they are found at the time of occupancy by the User. In the event the User finds it necessary to remove or change the equipment, the changes shall be made by the User at the User’s expense and shall be replaced as found; provided, however, that no removals or changes shall be made without prior written consent of the College. Premises are to be left clean and in the condition they were found at the beginning of the period, as determined by the College.

c. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity all equipment and material owned, borrowed or loaned by the User. If not removed as specified, the College shall
reserve the right to remove said equipment and materials at the User’s expense. The College assumes no liability
for the User’s equipment or materials.

d. Have all deliveries of needed equipment and material made only after approved arrangements with the College
have been made.
e. Not re-assign this Agreement or sublet the premises or any part thereof or use said premises or any part thereof
for any purpose other than as herein specified, without written consent of the College.
f. Not bring on the premises, keep, possess or use any alcoholic beverages, illegal drugs or gambling devices of any
kind.
g. Not use or store or permit to be used or stored in or on any part of the College’s premises any substances or thing
prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of
Florida.
h. If required, present to the College an advance security and/or damage deposit in the amount of $__________ at
least twenty-four (24) hours prior to the event. This deposit shall be either a cashier’s check or bond made payable
to Palm Beach State College. The deposit will be returned to the User by the College after all financial obligations
have been fulfilled.
i. Directly supervise and coordinate the activities and responsibilities of Users sub-contractors, volunteers, and
employees.

PAYMENT OF CHARGES:
a. All payments must be made by check or money order payable to Palm Beach State College.
b. All payments will be delivered to the College no later than two (2) weeks in advance of the date the organization or
person has scheduled the College facilities.
c. After the date of usage, any organization or person not paying the agreed price within the stipulated time will only
be permitted to use College facilities in the future after payment of delinquent charges and in advance of any
future approved dates.
d. The fees and specific details as needed for the use of the College facilities maybe outlined in an attached Rider, and
will become part of this Agreement.
e. The facility rental fee, as contracted herein, has been established at $__________ and is due in full two (2)
weeks prior to the event.
f. Reimbursement of Facilities Use Insurance, if required, shall be in the amount of $__________ and is due in full
two weeks prior to the event.

CANCELLATION:
The College must receive event cancellation notice in writing at least two weeks in advance of the event date (first
event date if multiple dates) in order for reimbursement of fees to be considered.

THE FOLLOWING REGULATIONS SHALL BE FOLLOWED:
a. Activities will not normally be permitted between 12:00 a.m. (Midnight) and 6:00 a.m. Exceptions may be made by
the individual at the College responsible for scheduling activities.
b. Smoking will not be allowed in the buildings of the College; nor near entrance to same.
c. The College equipment will not be taken from the College under any conditions and in the event any equipment is
found missing, the User will be held responsible for its replacement cost.
d. The College retains all concession rights, unless otherwise specified in writing, and the User may not engage in any
selling of any items except programs.

INSURANCE:
a. Provide evidence of insurance as may be required to meet or exceed the following specifications:
1) Provide the College with a Certificate of Insurance providing evidence of Comprehensive General Liability, naming Palm Beach State College as an additional insured, with a limit of $1,000,000 due at the same time as the rental fee; that being, two weeks prior to the event.

2) Pay to the College, within two weeks prior to the events described here, the amount of $ ____________ to cover the premium for Facilities Use Insurance.

b. **INDEMNITY AGREEMENT:**

WHEREAS, the College is a public entity entitled to the privilege of sovereign immunity pursuant to Florida Statute 768.28; and,

WHEREAS, the College is willing to Rent/Lease/Loan facility to Lessee/Co-sponsor, and the College shall not have any additional liability whatsoever to any member of the public, students, guests that are attending an event sponsored by the Lessee/Co-sponsors, for use, rent or lease of the facility; and,

NOW, THEREFORE, in consideration of the College's decision to Rent/Lease/Loan said facility to Lessee/Co-sponsor, Lessee/Co-sponsor hereby agrees as follows:

1. Lessee/Co-sponsor shall enter into the Temporary Use Indemnity Agreement herein.

2. Lessee/Co-sponsor shall indemnify and save the College harmless from any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to any person or property resulting, directly or indirectly, from or based upon Lessee/Co-sponsor’s negligence, actual or alleged use of said facility. Lessee/Co-sponsor further shall, at its own cost and expense, defend any and all suits which may be brought against the College, either alone or in conjunction with others, upon any such liability or claim, and shall satisfy, pay, and discharge any and all judgments and fines that may be recovered against the College in any action or actions; provided, however, that the College shall give Lessee/Co-sponsor written notice of any such claim or demand.

3. Lessee/Co-sponsor agrees to purchase and obtain general liability insurance to cover its obligation under this Indemnity Agreement in the amount of $1,000,000 dollars. Said policy shall name Palm Beach State College and its District Board of Trustees as additional insured. Lessee/Co-sponsor shall purchase said insurance and provide the College with Certificate of Insurance providing evidence of Comprehensive General Liability and naming Palm Beach State College as an additional insured with a limit of $1,000,000 at the time payment is due; that being two weeks in advance of the performance described herein. Lessee/Co-sponsor’s failure to do so shall not, in any way, relieve it of its obligation to indemnify the College as set forth herein.

4. The provisions of paragraph 2 notwithstanding, in the event Lessee/Co-sponsor fails to purchase the insurance required by paragraph 3, the College can, at its sole option and discretion, declare its agreement to Rent/Lease/Loan said facility breached and may, without any liability to Lessee/Co-sponsor or others, revoke Lessee/Co-sponsor’s right under the terms of its Rental/Lease/Loan agreement to use said facility. In the event the College elects its option under this subpart, any damages arising out of or flowing from Lessee/Co-sponsor’s inability to use said facility shall be the sole and exclusive responsibility of the Lessee/Co-sponsor and Lessee/Co-sponsor shall indemnify and save the College harmless from any and all liability, loss, damage, expense, causes of actions, suits, claims or judgments arising out of its decision to deny Lessee/Co-sponsor access to the facility; and Lessee/Co-sponsor shall, at its own cost and expense, defend any and all suits which may be brought against the College, either alone or in conjunction with others, by virtue of this decision and Lessee/Co-sponsor shall satisfy, pay, and discharge any and all judgments, finds, etc. that may be recovered against the College in any such action or actions, provided, however, that the College shall give Lessee/Co-sponsor written notice of any such claim or demand.

5. This indemnity shall survive termination of this agreement.

**ACKNOWLEDGEMENT:**

a. This Agreement will not be binding upon the College until accepted and approved by the College. Accordingly, the undersigned acknowledges and agrees that the information in this Agreement constitutes the making of a contract
within the State of Florida and agrees to submit to the jurisdiction of the courts in the State of Florida with respect to claims arising out of this Agreement.

b. User accepts total responsibility for all complaints arising out of the use of facilities relative to local, state, and federal laws.

c. It is understood that the term “College” as used herein shall include its employees, administrators, agents, and the Board of Trustees.

The signatures below confirm that the parties have read and approved all terms above along with any attached rider.

FOR USER

By: ________________________________
Name: ______________________________
Signature: __________________________
Title: ________________________________
Date: ________________________________

for COLLEGE

By: Palm Beach State College
Name: Richard Becker
Signature: __________________________
Title: Vice President, Admin. and Business Services

APPENDIX D

Guidelines for Facilities Use Insurance Requirements

Facilities Use Insurance may be waived for usage of classrooms, conference rooms, lobbies, halls, galleries and plazas pursuant to the following:

- An executed Agreement (Performer Agreement or Agreement for Temporary Use of College Facilities) containing the specified indemnification statement and a Certificate of Insurance (if available) will be accepted in lieu of the Facilities Use Insurance.
  - For-Profit organizations must
    - Complete the Indemnity Agreement
    - AND provide a Certificate of Insurance evidencing Comprehensive General Liability insurance in the minimum amount of $1,000,000 naming Palm Beach State College as an additional insured.
  - Non-Profit organizations must
    - Complete the Indemnity Agreement
    - AND, if available, provide a Certificate of Insurance evidencing Comprehensive General Liability insurance in the minimum amount of $1,000,000 naming Palm Beach State College as an additional insured.

Facilities Use Insurance is always required for all theatres, Meldon Hall and lecture halls, or other venues with tiered/riser/bleacher-type seating, unless #1 below is applicable.

1. College and College Co-sponsored (Non-Profit) Events – Facilities Use Insurance through the Consortium is NOT AVAILABLE. Such events include and have the following:
   - Any activity of a recognized department of the College, including student clubs, which is scheduled by the department head or faculty advisor.
   - A completed application for co-sponsored events, including demonstrated substantial benefit to Palm Beach State students is required at least six months prior to the event.
   - Palm Beach State faculty or staff sponsorship, including a written letter of support, required for consideration.
   - Requires administrative approval from Department Chair, Associate and Academic Deans and Provost as applicable.

2. Non-Profit Events – Facilities Use Insurance through FCSRMC REQUIRED
   - Includes corporations and organizations with legal documentation of non-profit status

3. For Profit Events – Facilities Use Insurance through FCSRMC REQUIRED and a Certificate of Insurance (COI) for Comprehensive General Liability Insurance in the minimum amount of $1,000,000 naming the College as an additional insured REQUIRED.

4. Government Agencies (all) – Facilities Use Insurance through FCSRMC REQUIRED
   - COI NOT REQUIRED

5. Performer Agreements – Performer Agreements are required for anyone who is invited by the College to present to an audience at any campus (not including theaters). Please refer to the Purchasing Department website for instructions at: http://www.palmbeachstate.edu/purchasing/Documents/performance-agreement-instruction.pdf.