

**ADDENDUM TO  
CONTRACT BETWEEN THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
AND SARASOTA COUNTY HEALTH DEPARTMENT**

THIS ADDENDUM is entered into this 20th day of July, 2010, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board") and The State of Florida, Department of Health, Sarasota County Health Department ("SCHD").

R E C I T A L S

A. The parties hereto entered into a contract on December 10, 2002 (the "Contract"), to provide Senior Community Health Nurses for nurse services in non-ESE District high schools.

B. The Contract provides for indemnification between the parties under paragraph I.D. of the Contract.

C. Paragraph II.B. of the Contract provides for installment payments to be made for compensation of the services provided in said Contract.

D. The parties hereto desire to modify the Contract under the following terms and conditions.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Paragraph I.D. of the Contract shall be replaced in its entirety with the following language:

"D. SCHD as a state agency or subdivision, as defined in section 768.28, Florida Statutes, has no statutory authority to indemnify or hold harmless. SCHD agrees to be fully responsible to the limits set forth in section 768.28, Florida Statutes, for its negligent acts or omissions or intentional tortious acts which result in claims or suits against the School Board, and agrees to be liable to the limits set forth in section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed to be a waiver of sovereign immunity by the contractor to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter

arising out of any contract."

2. Paragraph II.B. of the Contract shall be replaced in its entirety with the following language:

"II. B. Shall remit, upon receipt of required financial statements and requests for payment, total compensation not to exceed \$70,000.00 for the period from July 1, 2010 to June 30, 2011. The total compensation shall be payable in four installments payments due on September 30 and December 30, 2010, and March 30 and June 30, 2011, pursuant to invoices submitted."

3. The parties acknowledge and agree that the remainder of all the other terms of the Contract shall remain in full force and effect during the term of this Addendum.

4. Where there is any conflict between the terms of this Addendum and the Contract, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

BY: \_\_\_\_\_  
Shirley Brown, Chair

Approved for Legal Content  
July 6, 2010, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ASH

THE SARASOTA COUNTY HEALTH  
DEPARTMENT

BY: \_\_\_\_\_  
William Little, Administrator