

ACKNOWLEDGEMENT
by Crain Communications Inc. of Laws and Regulations which the
State Board of Administration of Florida must follow

Notwithstanding any statements to the contrary in the General Terms and Conditions and at Plonline.com the following provisions apply to the State Board of Administration of Florida as an entity of the State of Florida and are acknowledged by Crain communications Inc. (Crain).

1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The SBA is also prohibited from entering into a limitation of remedies agreement. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The SBA agrees to the sections on Warranties, Indemnification and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, Crain acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

**3. IF CRAIN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:
STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com**

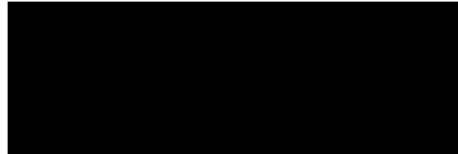
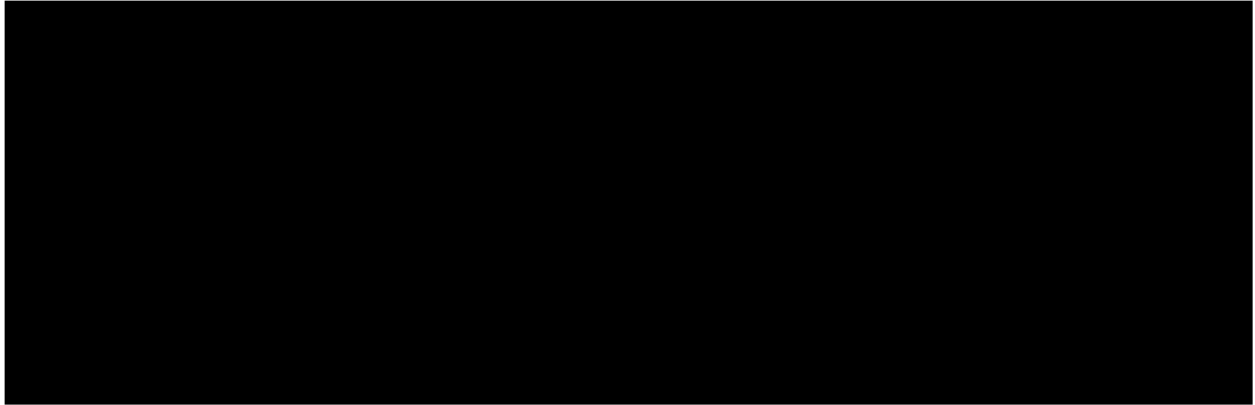
4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. Crain hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website. At the time of execution Crain may submit a redacted version of the agreement for these purposes.

5. The SBA requires its vendors to comply with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Crain acknowledges that the SBA is subject to and Crain agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. If Crain changes the T&Cs by posting online the SBA reserves the right to a 30-day

grace period to review the new T&Cs before they apply to the SBA.

7. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.





**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

**1801 HERMITAGE BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32308
(850) 488-4406**

**POST OFFICE BOX 13300
32317-3300**

**RON DESANTIS
GOVERNOR
CHAIR**

**JIMMY PATRONIS
CHIEF FINANCIAL OFFICER**

**ASHLEY MOODY
ATTORNEY GENERAL**

**LAMAR TAYLOR
INTERIM EXECUTIVE DIRECTOR &
CIO**


MEMORANDUM

Date: June 2, 2023
To: Paul Groom
Deputy Executive Director
From: Lamar Taylor
Interim Executive Director & CIO
Subject: Delegation of Authority

I will be out of the office from **8:00 a.m. on Monday, June 5, 2023** through **5:00 p.m. on Friday, June 9, 2023**. I hereby appoint **Paul Groom** as my designee to carry out the duties and responsibilities that have been delegated to me by the State Board of Administration/Executive Director.

Prior to carrying out these duties and responsibilities, **Paul** will consult and coordinate with Executive Service Staff and other employees of the State Board of Administration, as needed.

If, because of unforeseen circumstances, this absence from the office extends beyond **5:00 p.m. on Friday, June 9, 2023**, the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.



cc: Executive Service Staff
WorkSmart Portal