

CONTRACT FOR CONSULTING SERVICES

This Contract is made as of February 25, 2020 by and between the **STATE BOARD OF ADMINISTRATION OF FLORIDA** (the "SBA") and **MIS TRAINING INSTITUTE (MISTI)**, 153 Cordaville Road, Suite 200, Southborough, MA 01772.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SBA hereby retains and employs MISTI to act on the terms and conditions hereinafter set forth:

1. MISTI will provide the training seminar **Build a Continuous Risk Assessment Model** as set forth in the MISTI letter of February 5, 2020, ("The Letter") and attached to and incorporated into this Contract and will carry out the terms and conditions of this Contract as hereinafter set out. MISTI will render such other services as requested by the SBA in writing, and agreed to by MISTI and the SBA by written amendment to this Contract.

2. As compensation, MISTI shall receive the amount set forth in The Letter to this Contract for rendering services to the SBA. The total amount shall be \$10,000.00 for up to 20 attendees. Attendees over the 20-person limit will be billed at \$425.00 per person.

3. When rendering training & services pursuant to this Contract, MISTI shall provide for its own travel expenses as set forth in The Letter.

4. If the services are cancelled by the SBA prior to three weeks before the seminar begins, there will be no cancellation fee. If the seminar is cancelled within the three-week period prior to the seminar, MISTI shall be entitled to retain the advance fee of \$1,500.00.

5. The maximum amount of MISTI's total aggregate liability to the SBA relating to or arising out of performance of the Services or of the Agreement shall be limited to the total fees paid to the MISTI under the Agreement during its term. MISTI shall not be liable to the SBA for any loss of revenues suffered by the SBA. As an agency of the State of Florida, any such limitations are enforceable only to the extent allowed by Florida law. See Florida Attorney General Opinion 85-66, dated August 23, 1985.

6. To the extent applicable, MISTI shall comply with Chapter 119, Florida Statutes. In particular, MISTI shall:

(a) Keep and maintain public records required by the SBA in order to perform the services under this Agreement;

(b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the term of the Agreement and following completion of the Agreement if 3MISTI does not transfer the records to the SBA; and

(d) Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in MISTI's possession or keep and maintain public records required by the SBA to perform the service. If MISTI transfers all public records to the SBA upon completion of the Agreement, MISTI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MISTI keeps and maintains public records upon completion of the Agreement, MISTI shall meet all applicable requirements for retaining public records. MISTI shall provide all records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA

**7. IF MISTI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY 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**

8. Neither the employee representing the MISTI nor the MISTI shall assign, subcontract, or otherwise transfer its rights and duties under this Contract without prior written approval from the SBA, or an authorized representative of the SBA.

9. (a) During the term of and for a period of three (3) years after the expiration or termination of this Agreement, the SBA shall have the right to have any person or entity designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to this Agreement and/or the subject matter of this Agreement (the "Records"). In the event such right is exercised and upon no less than ten (10) business days' prior written notice by the SBA, MISTI agrees to permit reasonable access to its premises and the Records during MISTI's normal business hours. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of and for a period of three (3) years after the expiration or termination of this Agreement, (or such longer period of time that may be required by any applicable law relating to the retention of the Records), MISTI shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the three (3)-year access and/or retention periods described herein, then this Section shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA's or the SBA designee's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section may include, without limitation, MISTI's

compliance with the terms of this Agreement, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.

(b) MISTI shall use best efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Section including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. MISTI shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to MISTI by the SBA and/or its designees, and MISTI shall provide a copy of all such responses to the SBA (including the SBA's management contact listed in Section 15). MISTI acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.

(c) Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 9. However, in the event, the SBA and/or its designees conclude that MISTI overcharged the SBA or that MISTI engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then MISTI shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. MISTI's reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of MISTI's additional reimbursement obligation hereunder.

10. MISTI acknowledges and agrees that it has received the SBA Communications Policy (#10-004) (the "Communications Policy"). MISTI covenants and agrees that it shall comply with the Communications Policy; as such, policy may be modified from time to time, to the fullest extent that it applies to the MISTI. MISTI may not identify the SBA for purposes of business development or press releases without the express prior written consent of the SBA.

11. This Contract shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles. Any proceeding to resolve disputes regarding or arising out of this Agreement shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver of the sovereign immunity of the State of Florida or a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution.

12. This Contract may be executed in one or more counterparts, and when each party has executed at least one counterpart, this Contract shall be deemed to be one and the same document. This contract may be executed by electronic signature as provided for in Florida law.

13. If one or more provisions of this Contract or the application of any such provisions to any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions or the application of the same provisions or any of the remaining provisions to other circumstances.

14. This Contract, including The Letter, and any and all exhibits, schedules, annexes, addenda, and enclosures attached hereto, which are incorporated into this Contract by this reference, constitute and embody the entire agreement and understanding of the parties with respect to the subject matter hereof, supersede any prior or contemporaneous agreements or understandings with respect to the subject matter hereof, and, unless otherwise provided herein, cannot be altered, amended, supplemented, or abridged or any provisions waived except by mutual written agreement of the parties hereto as herein provided.

15. 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. MISTI 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.

16. All notices, requests, instructions, or other communications hereunder shall be in writing and shall be deemed to have been properly given and effective, if addressed or sent to the other party at the address or number indicated below (or such other address or number provided in writing by the party), (i) on the date of actual receipt if provided by hand delivery, certified or registered mail (return receipt requested), United States Express Mail, or courier service (e.g. Federal Express or UPS), (ii) on the date sent if provided by facsimile transmission confirmed afterwards as soon as reasonably possible by telephone call, first-class mail, and there exists tangible evidence of the facsimile transmission such as a transmission or confirmation report produced by the transmitting machine or (iii) receipt of an email provided there is adequate proof of delivery .

If to the SBA:

if mailed:

State Board of Administration
Post Office Box 13300
Tallahassee, Florida 32317-3300
Attention: Executive Director

if hand delivered or express
mail/courier service or email:

State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308
Attention: Executive Director
sbageneralcounsel@sbafla.com

If to MISTI:

if mailed:

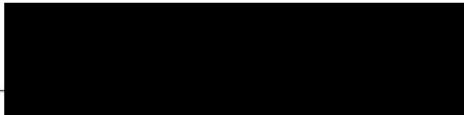
MISTI
153 Cordaville Road
Suite 200
Southborough, MA 01772

if hand delivered or express
mail/courier service or email:

MISTI
153 Cordaville Road
Suite 200
Southborough, MA 01772
mcolleton@misti.com

IN WITNESS WHEREOF, the parties have executed this Contract on the date first
above written.

STATE BOARD OF ADMINISTRATION
OF FLORIDA

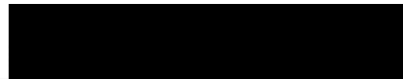


Lamar Taylor

Chief Operating Officer/

Chief Financial Officer

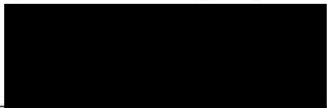
MIS TRAINING INSTITUTE



Name: Tom D'Allesandro

Title: CFO

Approved as to legality:



Craig A. Meyer

Assistant General Counsel



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

ASH WILLIAMS
EXECUTIVE DIRECTOR & CIO


MEMORANDUM

Date: February 21, 2020
To: Ash Williams
Executive Director & CIO
From: Lamar Taylor
Chief Operating/Financial Officer
Subject: Delegation of Authority

I will be out of the office from **8:00am on Monday, February 24, 2020 through 5:00pm on Thursday, February 27, 2020**. I hereby appoint **Kelly Skelton** as my designee to carry out the duties and responsibilities that have been delegated to me by the Executive Director.

Prior to carrying out these duties and responsibilities, **Kelly** 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 **5:00pm on February 27** the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.


Taylor, Lamar
Feb 21 2020 3:26 PM DocuSign

Lamar Taylor

cc: Executive Service Staff
WorkSmart Portal