

February 9, 2021

Ms. Kim Stimer  
Chief Audit Executive  
State Board of Administration of Florida (SBA)  
1801 Heritage Blvd.  
Tallahassee, FL 32308

Dear Kim:

This letter will confirm previous communication that we've had regarding the instructor-live, virtual training that ACI Learning will conduct for your organization.

<b>VIRTUAL SEMINAR:</b>	<b>Building a Risk Model for Auditing Central Support Functions Using Data Analytics</b>
<b>CPE:</b>	32 CPE credits
<b>DATE:</b>	Monday-Thursday, March 8-11, 2021
<b>MODALITY:</b>	Instructor-live, virtual training presented on ACI Learning Zoom Pro
<b>INSTRUCTOR:</b>	This seminar will be taught by Greg Duckert, Senior Instructor for ACI Learning.
<b>FEE:</b>	\$18,000 for up to 20 attendees. Attendees over 20 will be invoiced at \$900 per person. You will be invoiced by email at the conclusion of the seminar. Payment terms are net 30 days.

**CANCELLATION  
POLICY:**

Any cancellation or date change of this program within 30 days of the seminar date will result in a cancellation fee of fifty percent of the total seminar fee. Any cancellation or date change within fourteen days of the seminar date will result in a cancellation fee equal to the total seminar fee.

**MATERIALS:**

ACI Learning will distribute a digital copy of the course materials to your class participants prior to the course. Please note that these materials are **proprietary and copyrighted** and may not be distributed other than to the participants of the above dated seminars.

**LOGISTICS:**

Once your signed confirmation letter, purchase order, or similar commitment is received, ACI Learning Operations will provide you with a questionnaire which also includes an opportunity to select the course start time and end time zone. You'll also be asked to provide a roster with participant names, titles, and email addresses so that they can receive their invitation to the web conferencing site for training and receive their course materials.

Students are expected to attend class with video enabled, to be eligible for CPE credits. If there are hardware or policy issues which preclude video participation, please inform ACI Learning so that other attendance validation processes can be put in place. The Zoom link will be sent to you the week prior to the class. Classes are recorded for archiving purposes only, in accordance with NASBA.

An expectations meeting will be scheduled with the instructor prior to the seminar to discuss the presentation of your program.

**ACTION REQUESTED:**

**To reserve your seminar dates, please return this letter to us signed and dated by February 19, 2021 indicating your acceptance of the terms within or provide an executed purchase order or training agreement.** Once we receive this, the seminar dates and fees are confirmed for your program.

If you have questions or would like to discuss the seminar content or terms of this agreement, please contact me at (508) 532-3623 or via email at [mimi.hatch@acilearning.com](mailto:mimi.hatch@acilearning.com)

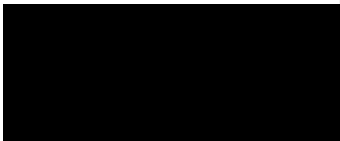
Sincerely,



Principal Consultant  
Business Development

(Please sign below and return one copy to ACI Learning.)

The terms as stated in this letter are acceptable to State Board of Administration of Florida (SBA). State Board of Administration of Florida (SBA) acknowledges that ACI Learning has a legitimate business interest in maintaining the opportunity to do business with its existing clientele. Accordingly, State Board of Administration of Florida (SBA) agrees that (except with prior written consent from ACI Learning it will not, for a period of two (2) years from its last use of any course instructor first introduced to it by ACI Learning use that course instructor other through ACI Learning.



Signature

Lamar Taylor  
Name of Authorized Representative

February 26, 2021

Date

Chief Operating Officer/Chief Financial Officer  
Title



**ADDENDUM**  
**to the Letter Agreement dated February 9, 2021**  
**between**  
**ACI Learning (“ACI”)**  
**and**  
**the State Board of Administration of Florida (“SBA”)**

1. Notwithstanding any provision in this agreement between the parties, ACI 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 this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail. To the extent applicable, ACI shall comply with Chapter 119, Florida Statutes. In particular, ACI shall:

- (a) Keep and maintain public records required by the SBA in order to perform the services under the Contract;
- (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 Contract and following completion of the Contract if ACI does not transfer the records to the SBA; and
- (d) Upon completion of the Contract, transfer, at no cost, to the SBA all public records in ACI’s possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If ACI transfers all public records to the SBA upon completion of the Contract, ACI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ACI keeps and maintains public records upon completion of the Contract, ACI shall meet all applicable requirements for retaining public records. ACI 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.

**IF ACI 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**

2. 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. ACI 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.

3. The following is added to the conclusion of the Cancellation Policy in the Letter Agreement:

Notwithstanding the foregoing, the SBA may change the date of the seminar once with at least three days notice without penalty.

4. ACI shall register 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. ACI acknowledges that SBA is subject to and ACI agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

Florida

nt, Business Dev.

Chief Operating Officer/Chief Financial Officer

Dated: February 26, 2021