

ACKNOWLEDGEMENT
by Communispond of Laws and Regulations which the
State Board of Administration of Florida must follow

Notwithstanding any statements to the contrary in the Sign-Up Terms and Conditions or other referenced Terms or conditions the following apply to the State Board of Administration of Florida as an entity of the State of Florida.

1. The SBA is prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt the SBA does not agree to arbitration. See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to Section 9 Limitation of Liability to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, **Communispond** 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 COMMUNISPOND 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. **Communispond** 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.

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. **Communispond** acknowledges that SBA is subject to and **Communispond** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. 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.

Communispond



August 11, 2022

State Board of Administration of Florida




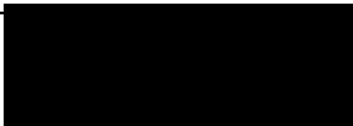
August 29, 2022



Letter of Agreement
7/7/2022

Company Name:	State Board of Administration of Florida	Address:	1801 Hermitage Blvd #100, Tallahassee, FL 32308
Client Name:	Ashlyn Thomas	Client Title:	Senior Training Specialist
Client Phone:	850-413-1444	Client Email:	Ashlyn.thomas@sbafla.org

Thank you for choosing Communispond for your training needs. Here are the details of your program(s) as we have discussed them to date:

Program: (Including customization specifications, if applicable)	EXECUTIVE PRESENTATION SKILLS CUSTOM PREPARED AND PRESENTED FOR THE SBA FLORIDA Initial Two Classes Delivered		
Date(s):	TBD		
Time:	TBD		
Location:	TBD		
Number of Participants:	12 maximum per class		
Number of Instructors:	1 per class		
Investment: (Including timing of invoices)	Program Delivery: (\$15,515 per class x 2): \$31,030 Custom Fees (Invoiced ½ at signing, ½ after first class): \$8,000 Total Investment: \$39,030 *Pricing includes instructor T&E and shipping costs		
Purchase Order:	We will send your invoice to: Name: Ashlyn Thomas  Address: 1801 Hermitage Blvd #100 Tallahassee, FL 32308 Phone: 850-413-1444 Email: ashlyn.thomas@sbafla.com		
Payment Terms:	Net Thirty (30) Days		

Billing Information:	<p>All custom fees are billed 50% upon signature of the Letter of Agreement and 50% upon delivery of the program.</p> <p>The invoice will be sent directly from our Accounting Department via e-mail after the delivery of the program. Please refer to Section 2 of Terms & Conditions attached for complete details on Billing Information.</p>
Client Logistics Contact: (If different from client contact info above)	<p>Name: As above</p> <p>Phone:</p> <p>Email:</p>
Accounts Payable Contact: (If different from Billing Information above)	<p>Name: As above</p> <p>Phone:</p> <p>Email:</p>
Cancellation Policy:	Please refer to section 3 of [REDACTED]
Client's Participant Requirements: (If applicable)	Not Applicable [REDACTED]
Client's Responsibilities: (If applicable)	<p>For all in person programs: Projection System, Screen, Flipchart with Paper & Markers</p> <p>For in person programs with recording equipment required: SD Camcorder and tripod (must be able to insert/remove SD cards without dismantling camera from tripod), SD cards (2GB or greater, 1 per participant plus 1 extra), 1 additional laptop for playback with either internal or external SD card reader, capable of playing videos recorded on the SD cards) or Tablet with front and rear camera with earphones for playback.</p> <p>OR</p> <p>BYOD (Bring Your Own Device) e.g. smart phone with video recording capabilities. Note: Devices must have available storage space to record up to 15 minutes of 1080p HD video at [REDACTED] per day to [REDACTED]</p>

The foregoing Letter of Agreement is governed by the attached Terms and Conditions, which are incorporated by this reference. Please indicate your agreement by signing and returning one copy of this Letter of Agreement to Communispond. If you should have questions, please do not hesitate to contact us. The attached Acknowledgment Form effective August 29, 2022, is incorporated into this Agreement.

Thank you for your business,

Randy Furches
Managing Director
704-877-7005
rfurches@communispond.com

Please Note:

Signed original Letter of Agreement (ALL PAGES) must be received by Communispond in order to confirm your program. An instructor will not be assigned until a signed agreement is received. Agreement may be printed, signed, and scanned or e-signed and returned to contracts@communispond.com.

Communispond Authorized Signature

Print Name

Title

Date



Client Authorized Signature

Lamar Taylor

Print Name

Interim Executive director & CIO

Title

August 29, 2022

Date



