# **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 Sate 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 <u>29</u>, 2022



# **Letter of Agreement** 7/7/2022

State Board of Administration of **Company Name:** 

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): \$31,036	0
(medding timing of invoices)	Custom Fees (Invoiced ½ at signing, ½ after first class): \$8,00	0
	Total Investment: \$39,03	0
	*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: <u>ashlyn.thomas@sbafla.com</u>	
Payment Terms:	Net Thirty (30) Days	

	All southern from the killed 5000 areas signature of the Latter of Assessment 5000
Billing Information:	All custom fees are billed 50% upon signature of the Letter of Agreement and 50% upon delivery of the program.
	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.
Client Logistics Contact: (If different from client contact info above)	Name: As above
	Phone:
	Email:
Accounts Payable Contact: (If different from Billing Information above)	Name: As above
	Phone:
	Email:
Cancellation Policy:	Please refer to section 3 of
Client's Participant Requirements: (If applicable)	Not Applicable
Client's Responsibilities:	For all in person programs: Projection System, Screen, Flipchart with Paper & Markers
	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.
	OR
	BYOD (Bring Your Own Device) e.g. smart ph capabilities. Note: Devices must have availabl record up to 15 minutes of 1080p HD video at

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 <a href="mailto:contracts@communispond.com">contracts@communispond.com</a>.

Communispond Authorized Signature	Client Authorized Signature
	Lamar Taylor
Print Name	Print Name
	Interim Executive director & CIO
Title	Title
	August 29, 2022
Date	Date

# **Standard Terms and Conditions**

These terms and conditions govern the programs and services (the "Services") and the associated materials (the "Materials") described in the attached Letter of Agreement (the "Agreement")

#### 1 LETTER OF AGREEMENT.

The provisions of the Agreement will prevail (to the extent of any conflict) over the following terms and conditions

# 2. COMPENSATION AND EXPENSES

The charges set out in the Agreement are exclusive of any taxes and duties (Client is required to pay Duties and Taxes on materials), which will be billed to Client if required to be collected and remitted by Communispond All reasonable shipping, travel, lodging, and meal expenses incurred by Communispond and its agents in connection with delivery of the Services and Materials described Agreement will be reimbursed by Client All invoices shall be due and payable within thirty (30) days of the invoice date All past due invoices will accrue interest at a rate of 1 5% per month

If instructor travels between countries (international travel) and the itinerary requires the instructor to leave before noon or arrive after 11:00pm, or spend an additional night, a \$750 fee may be invoiced along with the hotel and meals charges incurred. This fee shall only be invoiced if there are no reasonable travel options available to the instructor which would not incur the fee. Communispond instructors will make every effort to avoid booking flights that require the fee. Client shall be notified, in advance, if this fee will be incurred and invoiced.

#### 4.3. CANCELLATION & RESCHEDULING

#### Programs or single event coaching

With less than thirty (30) but at least fourteen (14) calendar days' written notice:

- (A) If a session is cancelled with less than thirty (30) <u>calendar</u> days' notice but at least fourteen (14) calendar days' notice prior to the originally scheduled start date, there shall be a cancellation charge equal to 50% of the scheduled fees for that session
- (B) If a session is rescheduled with less than thirty (30) <u>calendar</u> days but at least fourteen (14) calendar days' written notice prior to the originally scheduled start date, there shall be a rescheduling charge equal to 20% of the scheduled fees for that session

With less than fourteen (14) calendar days' written notice:

- (A) If a session is cancelled with less than fourteen (14) <u>calendar</u> days' notice prior to the originally scheduled start date, there will be a cancellation charge equal to 100% of the scheduled fees for that session
- (B) If a session is rescheduled less than fourteen (14) <u>calendar</u> days prior to the originally scheduled program start date, there shall be a rescheduling charge equal to 50% of the scheduled fees for that session

Cancellation after a rescheduling

- (A) Any rescheduled session that is subsequently cancelled shall incur a cancellation fee of 50% of scheduled fees in addition to the applicable rescheduling fee.
- (B) To be considered a rescheduling, a program must run no more than ninety (90) days after the originally scheduled start date. If it does not, the originally scheduled program will be considered to have been cancelled and cancellation fees will apply

#### 3- or 6-month coaching engagement

In the event that Client cancels and reschedules any scheduled session of a 3- or 6-month coaching engagement less than thirty (30) <u>calendar</u> days prior to the scheduled date of such session, Communispond will be paid:

- (A) \$1500 if Communispond receives notice of such cancellation/rescheduling between thirty (30) and fourteen (14) calendar days prior to the originally scheduled date of such session
- (B) \$2500 if Communispond receives notice of such cancellation/rescheduling less than fourteen (14) calendar days prior to the originally scheduled date of such session

In the event that Client cancels and chooses not to reschedule any scheduled session of a 3- or 6-month coaching engagement less than thirty (30) calendar days prior to the scheduled date of such session, Communispond will be paid for any incurred costs including travel arrangements and client will lose the session

All cancellation and rescheduling notices must be received in writing, and the date of the correspondence will be used to calculate applicable fees

# 5.4. REFUSAL OF DELIVERY FOR NON\_PAYMENT

Communispond reserves the right to refuse to schedule or deliver any scheduled program if Client is past due more than forty-five (45) calendar days beyond agreed to payment terms

#### 6.5. EQUIPMENT

Unless Services are delivered at a Communispond facility or other arrangement are provided in the Agreement, Client is responsible for providing, at its sole expense, all required equipment

#### 7.6. CONFIDENTIALITY

The parties acknowledge and agree that, subject to the exceptions set forth below, the following shall constitute "Confidential Information": (a) any information relating to this Agreement; and (b) any other information that either party holds in confidence or has received from a third party under an obligation of confidentiality that is marked or otherwise designated as confidential upon its delivery to the other

party, or, if disclosed verbally, is identified as confidential The following information shall not be considered "Confidential Information": (w) information that is generally available to the public at the time of disclosure by the disclosing party; (x) information that hereafter becomes generally available to the public, through no fault of the receiving party; (y) information that is independently developed by the receiving party without reference to any Confidential Information; and (z) information that becomes known through a third party under no obligation not to disclose it During the term of the Agreement and thereafter, until such time as Confidential Information no longer qualifies as such under this Section, each party agrees to maintain the other party's Confidential Information as strictly confidential and not to, directly or indirectly, disclose or reveal it to any third party, or seek to use it for any purpose, financial or otherwise, except as expressly permitted in this Agreement or as required by a court or governmental agency of competent jurisdiction, after first notifying the disclosing party of such disclosure requirement

#### 8.7. TERMINATION

The Agreement may be terminated by Client at any time by giving Communispond at least thirty (30) days prior written notice In the event of any termination of the Agreement, (a) Communispond agrees to stop all work set forth in the Agreement on the effective date of such termination, and (b) Client agrees to (x) pay for all Services performed and all Materials produced or in production on behalf of Client as of the effective date of termination, (y) pay all reasonable expenses incurred by Communispond in accordance with its performance of the Agreement, and (z) pay Communispond any cancellation fee required under Section 3 above

#### 9.8. CUSTOMIZATION

If Communispond is to customize any Services or associated materials for Client, the specifications for such work (the "Custom Specifications") are set forth in the Program section of the Agreement

Should the Agreement or a customization project described therein be terminated by Client for any reason before the project is completed, Client shall remain obligated to pay for all work and Materials Communispond has completed and for all associated costs Communispond has incurred prior to the termination date

Changes to Custom Specifications requested by Client must be documented in a writing executed by the parties, which shall include any cost and schedule adjustments necessitated by the changes as agreed by the parties Any delays in the

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#### 10.9. LIMITATION OF LIABILITY

In no event will either party by liable to the other for indirect or consequential damages incurred in connection with the Agreement Except as expressly provided in the Agreement, Communispond disclaims all warranties, whether express, implied or statutory, as to any Services or materials delivered under this Agreement, including warranties of merchantability or fitness for a particular purpose

# 11.10. INDEPENDENT CONTRACTOR

For purposes of this Agreement, Communispond, its employees, agents and any other individuals assigned by them to perform Services under this Agreement ("Staff Members") are acting in the capacity of independent contractors of Client

#### 12.11.INTELLECTUAL PROPERTY

As between the parties, Client shall continue to own all rights, including all copyrights, in and to all works of authorship furnished or made available by Client to Communispond in connection with the Agreement and Services Subject to the preceding sentence, Communispond is and shall remain the sole and exclusive owner of all rights, including all copyrights, in and to training program materials furnished by Communispond in connection with the Services Communispond shall also retain ownership in all discoveries, concepts and ideas (collectively, "Inventions") conceived, made, developed or customized by Communispond, alone or in association with Clier

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the Agreement Client shall take all reasonable steps to protect the materials from unauthorized copying or use

### 13.12.FORCE MAJEURE

Each party shall be excused from performance hereunder for any period and to the extent that it is prevented from performing pursuant hereto, in whole or in part, as a result of delays caused by the other party or by an act of God, war, civil disturbance, terrorism, or failure of third-party providers of goods, services or transportation. Such nonperformance shall not be a default hereunder or, except as provided in this Section a ground for termination hereof. The party excused by the force majeure event shall use its best efforts to perform as soon as practicable. If the force majeure event continues to prevent the performance of a material obligation hereunder for more than thirty (30) days, the party having the right to receive the affected performance shall have the right to terminate this Agreement upon written notice.