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**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**  
**Landings Administrative Complex**  
**1980 Landings Blvd.**  
**6:00 PM**

**February 6, 2024 Board Meeting Minutes**

**Call to Order**

The Chair convened the February 6, 2024 Board Meeting at 6:00 p.m.

**Present:**

- Karen Rose, Chair
- Tim Enos, Vice Chair
- Tom Edwards
- Robyn Marinelli
- Bridget Ziegler

**Flag Salute**

**1. FLAG SALUTE**

Description

Riverview High School JROTC and Student Representative

Arts Aesthetic Moment -Laurel Nokomis Violinist

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

FLAG SALUTE: Riverview High School JROTC

Student Representative: Lea Hernandez Bower, Riverview High School

ARTS Aesthetic Moment: Andril Padkovskyi, Laurel Nokomis School

## **Superintendents Report**

### **2. SUPERINTENDENT'S REPORT**

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

This portion of the meeting can be viewed  
at <https://www.youtube.com/watch?v=tmBFuVnji1c> at the 15:00 mark.

**Topics:**

**Consent Agenda Highlights:**

1. Item #8 - Grand Canyon University Affiliation Agreement
2. Internship Initiative partnership with the Barancik Foundation
3. Item #10 - Booker Promise Foundation Agreement
4. Item #29 - Purchase Property for future school in Lakewood Ranch, Waterside DRI

**SCS Senior Military Academy Appointments:**

- *Riverview High School*
1. Wilhelm Hamburger - West Point
  2. Alexandra Witherspoon - U.S. Air Force Academy



- *Sarasota High School*
- 1. Hayden Wilding - Verbal to West Point
- 2. Sidney Brann - Verbal to U.S. Naval Academy
- *Pine View School*
- 1. Casey Aten - U.S. Naval Academy
- 2. Ethan Wang - West Point
- *Venice High School*
- 1. Micah Thomson - West Point

Other topics:

- Marla Sams, Sarasota Middle School, named FL Literacy Teacher of the Year.
- Mrs. Lewis, Riverview Band Teacher, awarded the Oliver Hobbs Award.
- Woodland Middle School receives STEM School of Excellence Award.
- February is Black History Month.
- National School Counseling Week - February 5-9, 2024
- FL Prepaid Open Enrollment and Scholarships have started.
- 2022-23 SCS Graduation Rate is up to 90.3%
- School Choice Open Enrollment - February 1-29
- "In Tune!" is the new SCS Podcast.

Audit Presentation

- Lauren Strobe, from Cherry Bekaert, presented the Audit Executive Summary.

## Hearing of Citizens - Agenda

### 3. HEARING OF CITIZENS

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

### Financial Impact:

This portion of the meeting can be viewed at  
<https://www.youtube.com/watch?v=tmBFuVnji1c> at the 23:40 mark.

### Speakers:

- Joyce Peralta
- Martin Hyde
- Nancy Harris
- Cynthia Rumpf
- Pam Zeck
- Brenda Pastorick
- Vicki Nighswander
- David Ochs
- Maryann D'Aquino Tearle
- Barbara Vaughn
- Jim Coler
- Mike Weddle
- William Dobrow
- Richard Stammer
- Robin Williams
- Shela Van Ness
- William Harless
- Carol Lerner
- Sally Sells
- India Miller
- Alex Lieberman
- Bill Nease
- Victor Rohe
- Wendy Rosen
- Zander Moritz
- Sonia Howman
- Elizabeth Bornstein
- Clayton Taylors
- Anya Dennison
- Nicole Walkiewicz
- Jessica Thomason
- Julie Forester
- Steve Russell
- Jerry Ripo
- Hannah Silva
- Lisa Schurr

- Rhana Bazzini
- Brenden Byers
- August Rey
- Paulina Testerman

Board recessed meeting at 8:20 p.m.

Board reconvened meeting at 8:30 p.m.

- Paulina Testerman con't
- Beck Lane
- John Alexander
- Sebastian Martinez
- Carl Brown
- Conni Bruni
- Billy Cox
- Esther Rachwal
- Peggy Moorman
- Sebastian Girstl
- Sandi Armstrong
- Katrina Ward
- Anastasia Dykins

## **Approval of Consent Agenda**

### **4. APPROVAL OF CONSENT AGENDA**

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the Consent Agenda be approved as presented.

Contact:

Financial Impact:

Revisions to the agenda after publication:

- An addendum was added to Item # 6 - *The Instructional/Classified Personnel Report*

**Motion: (Roll Call Vote)**

That the amended Consent Agenda be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

**Consent Agenda**

**Approval of Minutes**

5. APPROVAL OF MINUTES

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the minutes be approved as presented.

Contact:

Financial Impact:

**Approval of Instructional/Classified Personnel Report**

6. APPROVAL OF INSTRUCTIONAL/CLASSIFIED PERSONNEL REPORT

Description

The Human Resources Instructional/Classified Personnel Report has been added to the agenda item for approval.

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the Human Resources Instructional/Classified Personnel Report be approved as presented.

Contact:

AL HARAYDA al.harayda@sarasotacountyschools.net

ALLISON FOSTER allison.foster@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

### **Agreement/Contracts**

#### **7. APPROVAL OF THE CONSENT TO ASSIGNMENT BETWEEN THE UNIVERSITY OF PHOENIX AND SARASOTA COUNTY SCHOOLS**

##### Description

The Consent to Assignment transfers the affiliation agreement between University of Phoenix to Four Three Education, Inc., a non-profit that acquired substantial assets of University of Phoenix. This allows students pursuing education degrees at the University of Phoenix to continue completing classroom observations, field experiences and final clinical teaching internships, related to their classroom instruction and degree path, with the Sarasota County Schools.

##### Gap Analysis:

Sarasota County Schools currently has an affiliation agreement with the University of Phoenix. This institution offers a Bachelor of Science in Education/Elementary Education, Master of Arts in Education/Elementary Teacher Education, Master of Arts in Education/Secondary Education, and a Master of Arts in Education/Special Education.

A partnership with the University of Phoenix, and its new owner Four Three Education, Inc., will allow us to provide clinical experiences to their students and provide us with the opportunity to “grow our own” educators through the different degree programs available at The University of Phoenix.

Previous Outcomes:

We currently have an affiliation agreement with 14 institutions of higher learning and are currently hosting 20 clinical/final internships from seven of these institutions. Of the Fall 2023 Teaching internship Cohort, six of the eight teaching interns are currently employed by Sarasota County Schools.

Expected Outcomes:

By preserving the affiliation agreement with The University of Phoenix, and its new owner Four Three Education, Inc., we will be increasing the pool of highly qualified applicants for vacant teaching positions.

Strategic Plan Goal:

Recommendation:

That the Assignment between University of Phoenix and Sarasota County Schools be approved as presented.

Contact:

SETH GARDNER seth.gardner@sarasotacountyschools.net  
ALLISON FOSTER allison.foster@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

N/A

8. APPROVAL OF THE AFFILIATION AGREEMENTS BETWEEN GRAND CANYON UNIVERSITY AND THE SARASOTA COUNTY SCHOOL BOARD, FLORIDA

Description

The affiliation agreement will allow students pursuing education degrees at Grand Canyon University to complete classroom observations, field experiences and final clinical teaching internships, related to their classroom instruction and degree path, with the Sarasota County Schools.

Gap Analysis:

Sarasota County Schools currently does not have an affiliation agreement with Grand Canyon University. This institution offers a Bachelor of Arts in Secondary Education, Bachelor of Science in Elementary Education, Master of Education.

A partnership with the Grand Canyon University will allow us to provide clinical experiences to their students and provide us with the opportunity to “grow our own” educators through the different degree programs

available at Grand Canyon University.

Previous Outcomes:

We currently have affiliation agreements with thirteen institutions of higher learning and are hosting twenty clinical/final internships from seven of these institutions for the Spring of 2024.

Expected Outcomes:

An affiliation agreement with Grand Canyon University will increase the number of partnerships we have with institutions of higher learning, therefore increasing the pool of highly qualified applicants for vacant teaching positions.

Strategic Plan Goal:

Recommendation:

That the affiliation agreement between Grand Canyon University and Sarasota County Schools be approved as presented.

Contact:

SETH GARDNER seth.gardner@sarasotacountyschools.net  
ALLISON FOSTER allison.foster@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

N/A

9. APPROVAL OF THE CONTRACT BETWEEN THE SPEECH 101 THERAPY INC AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA FOR THE PURPOSE OF CONTRACTING SPEECH-LANGUAGE PATHOLOGIST POSITIONS

Description

The Speech 101 Therapy Inc. is a company that provides a qualified contracted speech-language pathology provider for Exceptional Student Education (ESE) to provide services based on Individual Education Plan (IEP) needs.

The district has also issued a bid for Speech, Occupational, Physical Therapy ESE services and other personnel (Bid #24-0026). 28 vendors were awarded on October 17, 2023, and the positions have not been able to be filled due to limited qualified applicants.

Gap Analysis:

Currently, there are 3.6 SLP vacancies. The positions continue to be

posted since the beginning of the summer with a limited applicant pool and are a critical shortage area position. These positions are essential to support student needs based on Individualized Education Plan (IEP) supports and services.

The district has also issued a bid for Speech, Occupational, Physical Therapy ESE services and other personnel (Bid #24-0026). 28 vendors were awarded on October 17, 2023, and the positions have not been able to be filled due to limited qualified applicants.

Previous Outcomes:

SLP positions are difficult to fill. During the 22-23, 1.4 contractors were contracted due to inability to directly hire due to limited qualified applicants. The Speech 101 Therapy Inc. has provided previous contracted SLP services to students in our district.

Expected Outcomes:

Districted SLP positions will remain filled to ensure speech-language IEP supports and services are provided as identified on the IEP.

Strategic Plan Goal:

N/A

Recommendation:

That this contract between The Speech 101 Therapy Inc. and the School Board of Sarasota County, FL be approved as presented.

Contact:

HEATHER WASSERMAN

heather.wasserman@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

The total fiscal impact is not to exceed \$71,760.00 from a converted position from cost center 0292.

10. APPROVAL OF THE AGREEMENT BETWEEN BOOKER PROMISE FOUNDATION, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

Description

The Booker Promise Foundation focuses on ensuring students are post-secondary ready through comprehensive plans encompassing college and career preparedness, mentoring, professional planning, life readiness skills, and scholarships.



Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the Agreement between Booker Promise Foundation, Inc. and the School Board of Sarasota County, Florida be approved as presented.

Contact:

MEGAN GREEN megan.green@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

N/A

### **Materials Management**

11. APPROVAL TO INCREASE PURCHASING LIMIT FOR THE ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) FROM VENDORS UNDER CONTRACT WITH A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR HVAC PRODUCTS, INSTALLATIONS, SERVICES & RELATED PRODUCTS AND SERVICES

#### Description

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

The District utilizes Trane Chiller/AC equipment for 90% of our schools

and other sites throughout the County. Without the ability to provide parts for repairs or replacement items, we would not be able to keep the appropriate temperatures within our buildings.

Previous Outcomes:

We have had a long-standing agreement in place to buy Trane products. We typically keep some Trane Parts in stock, which need to be replenished frequently, and we have the ability to purchase non-stock items through this contract quickly.

Expected Outcomes:

We will continue to have the ability to obtain the appropriate parts needed to maintain our Trane HVAC equipment.

Strategic Plan Goal:

Recommendation:

That the request to increase the purchasing limit for the anticipated purchase of materials and/or services through piggyback contracting, be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

Not to exceed \$175,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

Funding source: 1180 Maintenance transfer

12. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A FEDERAL, STATE OR MUNICIPAL GOVERNMENT, OR A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR COPIERS AND MANAGED PRINT SERVICES

Description

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contract for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

Konica Minolta. provides the leases for copiers and print services throughout the District.

Previous Outcomes:

Konica Minolta has been providing the SBSC with quality products and services for many years at a competitive or better price.

Expected Outcomes:

To continue to use Konica Minolta for copy services and supplies throughout the District.

Strategic Plan Goal:

Recommendation:

That the cooperative contracts awarded to Konica Minolta Business Solutions USA, Inc., for the anticipated purchase of Copiers and Managed Print Services be approved as presented.

Contact:

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net  
BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

Not to exceed: \$850,000.00

Funding source: General Fund

13. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR UNIFORMS PURCHASES AND RELATED MISCELLANEOUS FACILITIES PRODUCTS

Description

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

Cintas Corporation provides SBSC options for purchasing uniforms and other related products for staff at a competitive price.

Previous Outcomes:

Cintas Corporation has just started providing the SBSC with quality products for our employees. We are using the Omnia cooperative contract to obtain competitive pricing.

Expected Outcomes:

To continue to use Cintas Corporation to obtain a larger selection of uniforms at a competitive price.

Strategic Plan Goal:

Recommendation:

That the cooperative contract awarded to Cintas Corporation for the anticipated purchase of materials and/or services through piggyback contracting be approved as presented.

Contact:

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

Not to exceed \$225,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

Funding source: General fund

14. APPROVAL TO AWARD BID #24-0086 FOR CUSTODIAL FLOOR CLEANING EQUIPMENT

Description

On December 12, 2023, Procurement in conjunction with the Facilities Department issued a bid for 'Custodial Floor Cleaning Equipment.' Bids to provide 'Custodial Floor Cleaning Equipment' were received from six vendors on January 10, 2024. The bids of Gem Supply Company, Imperial Dade, ITEAM North America Inc., Karcher North America Inc., and West Florida Supply were the best low bids meeting the advertised specifications. The bid of Pollock Investments Inc. was non-responsive due to changing bid terms and conditions. This bid is for a period of one year with an option to renew for two additional one-year periods.

Gap Analysis:

Facilities Services has over eight million square feet under roof to clean. This bid is used to purchase the necessary equipment utilized to ensure that happens.

Previous Outcomes:

Facilities uses several vendors for various equipment for cleaning floors, bathrooms, desktops, cafeterias etc. This bid is used to provide equipment for this purpose.

Expected Outcomes:

This bid ensures that we are able to purchase the needed equipment, at the best price, to perform many custodial tasks across the district.

Strategic Plan Goal:

Recommendation:

That the bids of Gem Supply Company, Imperial Dade, ITEAM North America Inc., Karcher North America Inc., and West Florida Supply for 'Custodial Floor Cleaning Equipment' in an amount not to exceed \$500,000 be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

Not to exceed: \$500,000.00

The funds for these purchases are contained in the budget allocated to the Facilities Services Department. Funding source: Operating Funds

15. APPROVAL OF CLASSIFICATION OF INOPERABLE EQUIPMENT AND FURNITURE AS PROPERTY TO BE DELETED

Description

Pursuant to School board Policy 7.75 - Obsolete, uneconomical or inefficient surplus property which serves no useful purpose may be disposed of in accordance with state law and regulations. Prior to disposal, reasonable attempts should be made to salvage all or part of any item of property for school use. When it is no longer practical that property be retained, the property shall be offered for sale by auction to the public at large or otherwise disposed of pursuant to Florida law including donation to other governmental bodies or private nonprofit

agencies. Disposal of surplus property purchased with Federal funds shall be undertaken in accordance with Federal procedures. Any remaining surplus property may be declared unusable and disposed of in a reasonable, environmentally sound manner.

Gap Analysis:

General Accepted Accounting Principles require that obsolete or unusable equipment be removed from records.

Previous Outcomes:

This information is presented on a monthly basis.

Expected Outcomes:

The board approves the disposal of inoperable equipment and furniture as property to be deleted.

Strategic Plan Goal:

Recommendation:

That the classification of equipment and furniture, as property to be deleted, in an amount of \$75,359.88, be approved as presented.

Contact:

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

\$75,359.88

16. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER PIGGYBACK CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR CLASSROOM FURNITURE

Description

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited

presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

Ernie Morris Enterprises, Inc. provides the SBSC options for purchasing classroom furniture for our students at a competitive price.

Previous Outcomes:

Ernie Morris Enterprises, Inc. has been providing the SBSC with quality products and service at a competitive or better price.

Expected Outcomes:

Having Ernie Morris Enterprises, Inc. as a vendor for our classroom furniture purchases will offer our students high quality materials at competitive prices.

Strategic Plan Goal:

Recommendation:

That the piggyback contracts awarded to Ernie Morris Enterprises, Inc., for the anticipated purchase of furniture be approved as presented.

Contact:

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

Not to exceed \$625,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools. Funding source: General fund

17. APPROVAL TO PURCHASE MATERIALS OR SERVICES (PER ATTACHED LIST) THAT ARE EXEMPT FROM THE BIDDING PROCESS – ISCORP

Description

Pursuant to State Board Rules Purchasing Policies 6A-1.012(11)(b), the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for the purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a

recognized educational institution.

Gap Analysis:

As part of the Master Agreement with Skyward approved on the January 16th, 2024 School Board meeting, the option to leverage Secure Cloud Computing Services through ISCorp was part of the agreement. ISCorp provides full remote operation of all instances (development, test, production, etc.) of the Skyward application through a secure, private cloud. ISCorp operates servers within its own facilities, located in the United States, allowing secure access to all applications. ISCorp is fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases. Over 90% of Skyward's existing customers opt for ISCorp's Secure Cloud Computing Services, citing significant cost savings with greater response and system uptime compared to a self-hosted model. Sarasota County Technology Department has identified those same cost savings advantages when researching the anticipated cost of a self-hosted approach.

Previous Outcomes:

The Skyward Master Agreement, including the ISCorp Secure Cloud Computing Services, was approved at the January 16th, 2024 School Board meeting but did not include financial obligations toward ISCorp as part of the financial impact pending the Board's approval of the Master Agreement.

Expected Outcomes:

Approve the cost for Secure Cloud Computing Services from ISCorp as described in the Skyward Master Agreement.

Strategic Plan Goal:

Recommendation:

That the attached vendor for the anticipated purchase of materials and services exempt from the bidding process be approved as presented.

Contact:

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

Not to Exceed \$132,063.00

Funding Source: Capital Transfer

18. APPROVAL TO INCREASE THE PURCHASING LIMIT FOR BID #22-0120



## FOR HOLLOW METAL DOORS

### Description

Bid #22-0120 for 'Hollow Metal Doors' was approved for award on April 5, 2022, to DH Pace Door Service, Inc., Facilities Services Department is requesting an increase of the purchasing limit of this bid by an additional \$80,000.00, for the duration of the bid.

### Gap Analysis:

The district has an abundance of hollow metal doors that require constant maintenance on a regular basis. Our in-house staff cannot keep up with the amount of work required for these doors. Unfortunately, the cost of doing business with vendors and the aging of the schools within are causing us to need to increase the purchasing amounts for this much-needed work.

### Previous Outcomes:

Facilities contracts most of the work required to maintain the doors throughout our sites within the district properly. The contractors have done very well in keeping up with the demand and were well utilized.

### Expected Outcomes:

To continue with the needed services for door maintenance within the district on a timely basis.

### Strategic Plan Goal:

### Recommendation:

That the request to increase the purchasing limit for 'Hollow Metal Doors' by an additional \$80,000.00 for the duration of the bid, be approved as presented.

### Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

### Financial Impact:

\$80,000.00

The funds for these purchases are contained in the budget allocated to the appropriate schools and departments.

Funding Source: 1180

19. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY

THAT UTILIZED A COMPETITIVE PROCESS FOR FACILITY MRO,  
INDUSTRIAL AND BUILDING RELATED SUPPLIES

Description

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

Facilities needs an MRO supply bid to provide quick access to everyday use items for maintenance supplies. This bid allows for an on-site warehouse as well as vending machines for immediate needs.

Previous Outcomes:

Facilities has been in contract with Fastenal for several years to provide maintenance related supplies. Fastenal has an on-site warehouse in the Facilities Compound on Beneva near STC as well as Fastenal provided vending machines across the district.

Expected Outcomes:

This will allow for continued access to supplies on an as needed basis and will help our technicians to resolve maintenance needs in a timely manner and save drive time to various material supply houses.

Strategic Plan Goal:

Recommendation:

That the cooperative contracts awarded to Fastenal Company for the anticipated purchase of materials and/or services be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

Not to exceed: \$2,000,000.00

The funds for these purchases are contained in the budget allocated to the Facilities Department.

Funding Source: Operating Funds

20. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A FEDERAL, STATE, OR

MUNICIPAL GOVERNMENT, OR A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR CLASSROOM FURNITURE

Description

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

Ernie Morris Enterprises, Inc. provides the SBSC options for purchasing classroom furniture for our students at a competitive price.

Previous Outcomes:

Ernie Morris Enterprises, Inc. has been providing the SBSC with quality products and service at a competitive or better price.

Expected Outcomes:

Having Ernie Morris Enterprises, Inc. as a vendor for our classroom furniture purchases will offer our students high quality materials at competitive prices.

Strategic Plan Goal:

Recommendation:

That the cooperative contracts awarded to Ernie Morris Enterprises, Inc., for the anticipated purchase of furniture be approved as presented.

Contact:

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net  
BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

Not to exceed: \$325,000.00

The funds for these purchases are contained in the budget allocated to the appropriate schools and departments. Funding Source: General Fund

21. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER A COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

Description

The Purchasing Department has researched and reviewed the

competitive solicitations that are available for these purchases and has determined that the use of the attached contract for the purpose cited presents the best value and/or is in the best interest of the School Board.

Gap Analysis:

The Technology Department at Sarasota County Schools is in need of a robust inventory tracking system to efficiently manage all technology components district-wide while ensuring strict compliance with regulations associated with the federal eRate program. Over the years, the eRate program, facilitated by the FCC, has generously provided the district with millions of dollars in funding for telecommunications and network equipment. It is imperative that all equipment is meticulously accounted for during annual audits, as any discrepancies could lead to a reduction in eligible eRate funds in the subsequent years.

In addition to the financial implications, effective computer device tracking is crucial for the smooth functioning of district operations and to meet instructional needs in our schools and departments. Recognizing the significance of meeting local, state, and federal requirements while being fiscally responsible, IncidentIQ has been identified as an inventory tracking system that aligns with these needs. Along with meeting the district's regulatory requirements, IncidentIQ provides advanced reporting capabilities to assist in the decision making process of how best to allocate equipment taking into account historical trends and anticipated growth.

Previous Outcomes:

N/A

Expected Outcomes:

The approval of this purchase holds the key to unlocking insightful reporting and analysis of our eRate purchase history, along with crucial metrics that empower data-driven decisions for the strategic allocation and optimal usage of technology across our schools and departments. Beyond merely addressing regulatory needs, the inventory tracking system plays a pivotal role in advancing broader objectives across various departments, ensuring a seamlessly integrated approach.

Strategic Plan Goal:

Recommendation:

That the cooperative contracts awarded to Incident IQ, for the anticipated purchase of materials and/or services be approved as presented.

Contact:

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

Not to exceed: \$68,655.17

The funds for these purchases are contained in the budget allocated to the Information Technology Department. Funding Source: Capital Transfer funding allocated in the Technology Department's Budget.

**Facilities**

22. ACCEPTANCE OF FACILITIES SERVICES' PROJECT COMPLETION AND APPROVAL FOR FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE TATUM RIDGE ELEMENTARY SCHOOL REFOCUS ROOM UPGRADES DB CONTRACT

Description

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22202192-3 are enclosed. The Director of Facilities Services has determined that the project is complete in accordance with state statutes.

Gap Analysis:

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

Previous Outcomes:

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months when most of the work takes place.

Expected Outcomes:

Acceptance of this item will close out the project financially and free up District staff for new projects.

Strategic Plan Goal:

Recommendation:

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

N/A

23. ACCEPTANCE OF FACILITIES SERVICES' PROJECT COMPLETION AND APPROVAL FOR FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE FRUITVILLE-SOUTHSIDE PLAZA & DECK IMPROVEMENTS DB CONTRACT

Description

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22200568-4 are enclosed. The Director of Facilities Services has determined that the project is complete in accordance with state statutes.

Gap Analysis:

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

Previous Outcomes:

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months when most of the work takes place.

Expected Outcomes:

Acceptance of this item will close out the project financially and free up District staff for new projects.

Strategic Plan Goal:

Recommendation:

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

N/A

**Construction**

24. ACCEPTANCE OF CONSTRUCTION SERVICES' PROJECT COMPLETION AND APPROVAL OF FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE LANDINGS SINGLE POINT ENTRY SECURITY 2020 DB CONTRACT

Description

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22004403-12 are enclosed. The Director of Construction Services has determined that the project is complete in accordance with state statutes.

Gap Analysis:

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

Previous Outcomes:

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months, when most of the work takes place.

Expected Outcomes:

Acceptance of this item will close out the project financially and free up District staff for new projects.

Strategic Plan Goal:

Recommendation:

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

N/A

25. ACCEPTANCE OF CONSTRUCTION SERVICES' PROJECT COMPLETION AND APPROVAL OF FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR FRUITVILLE ELEMENTARY SCHOOL BUILDING 8 RENOVATION DB CONTRACT

Description

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22304221-04 are enclosed. The Director of Construction Services has determined that the project is complete in accordance with state statutes.

Gap Analysis:

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

Previous Outcomes:

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months, when most of the work takes place.

Expected Outcomes:

Acceptance of this item will close out the project financially and free up District staff for new projects.

Strategic Plan Goal:

Recommendation:

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

N/A

26. ACCEPTANCE OF CONSTRUCTION SERVICES' PROJECT COMPLETION AND APPROVAL OF FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR OAK PARK SCHOOL BUILDING 10 RENOVATION / SENSORY GARDEN & OUTDOOR DINING DB CONTRACT



#### Description

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22302148-09 are enclosed. The Director of Construction Services has determined that the project is complete in accordance with state statutes.

#### Gap Analysis:

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

#### Previous Outcomes:

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months, when most of the work takes place.

#### Expected Outcomes:

Acceptance of this item will close out the project financially and free up District staff for new projects.

#### Strategic Plan Goal:

#### Recommendation:

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

#### Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

#### Financial Impact:

N/A

### 27. APPROVAL AND/OR RATIFICATION OF CONSTRUCTION SERVICES' CHANGE ORDERS

#### Description

The Construction Services' change orders are summarized on the enclosure for ease of review. Included in these change orders is a (\$112,169.32) deduct for Direct Material Purchases and the corresponding (\$6,780.16) deduct for sales tax savings. These change orders result in an overall contract decrease of (\$1,308,947.58).

#### Gap Analysis:

Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

Previous Outcomes:

Change orders reflect construction project progress and occur normally as a result of conditions on the construction project and district staff managing the costs associated with each project, including deductive change orders to allow the district to save sales tax.

Expected Outcomes:

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

Strategic Plan Goal:

Recommendation:

That the Construction Services' change orders be approved and/or ratified as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

(\$1,308,947.58)

28. APPROVAL OF THE AGREEMENT BETWEEN MANASOTA BEACH RANGLANDS LLLP FOR SITE DEVELOPMENT ASSOCIATED WITH THE HIGH SCHOOL AND K8 SCHOOL IN WELLEN PARK AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Description

This agreement delineates the site development activities and infrastructure improvements shared by the School District and Manasota Beach Ranchlands LLLP. These improvements include; stormwater, lift station, road construction and access roads in and around the school sites.

Gap Analysis:

This agreement is needed to ensure effective collaboration during development of critical infrastructure supporting the schools.

Previous Outcomes:

N/A

Expected Outcomes:

The Board approve the agreement as presented

Strategic Plan Goal:

Recommendation:

That the agreement with Manasota Beach Ranchlands LLLP be approved as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

N/A

**Planning**

29. APPROVAL OF CONTRACT TO PURCHASE PROPERTY FOR A FUTURE SCHOOL IN LAKEWOOD RANCH, WATERSIDE DRI

Description

As part of the 2010 School Planning Agreement for the Villages of Lakewood Ranch South Development of Regional Impact (DRI), a twenty plus (20+) acre school site was set aside to mitigate the impacts of the proposed 5,144 residential unit development. With build-out of the now Waterside DRI (fka Villages of Lakewood Ranch South) nearing 75% completion, the purchase of the 20+ acre school site will be needed to serve the future educational needs in this area. The funds for this purchase are in the currently approved 2023-24 capital budget.

Gap Analysis:

Without the purchase of this school site, Tatum Ridge Elementary could not accommodate the growth in this area.

Previous Outcomes:

The Board has previously approved contracts of this nature, as recommended by the Superintendent.

Expected Outcomes:

That the contract to purchase property for a future school in Lakewood Ranch be approved.

Strategic Plan Goal:

Recommendation:

That the contract to purchase property for a future school in Lakewood Ranch be approved as presented.

Contact:

DIANE COMINOTTI [diane.cominotti@sarasotacountyschools.net](mailto:diane.cominotti@sarasotacountyschools.net)

JODY DUMAS [jody.dumas@sarasotacountyschools.net](mailto:jody.dumas@sarasotacountyschools.net)

CHRIS RENOUF [chris.renouf@sarasotacountyschools.net](mailto:chris.renouf@sarasotacountyschools.net)

Financial Impact:

\$700,000.00

**Risk Management**

**30. APPROVAL OF THE EMPOWER RECORDKEEPING SERVICES SCHEDULE CONTRACT FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FL 401K PLAN EFFECTIVE MARCH 1, 2024**

Description

Prudential Retirement has acted as the School Boards sole provider of the 401(k) plan since 1988 when previous leadership was able to add a 401(k) to the School Board's voluntary retirement offerings. In addition to the 401(k), the School Board also offers voluntary 403(b) plans. The 401(k) and 403(b) plans are funded 100% by employee contributions.

Effective April 1, 2022, Empower officially acquired the full-service retirement business of Prudential via an acquisition. Empower will be integrating the School Board of Sarasota County Schools 401(k) plan from Prudential's recordkeeping system to the Empower recordkeeping system effective March 1, 2024.

Empower is a recognized industry leader as the 2<sup>nd</sup> largest retirement plan provider with \$1.4T dollars in plan assets administered, 82K plans served, 18M+ participants and the #1 recommended retirement provider.

Empower is a leader in the Government Market servicing more than 4,000 plans, \$205B in assets, 3.8M participants and a 98.5% client

retention rate.

Gap Analysis:

Empower will be able to provide added services that are not currently available to participants.

Previous Outcomes:

N/A

Expected Outcomes:

The School Board of Sarasota County Florida 401(k) Plan will migrate from Prudential's recordkeeping platform onto the Empower platform, effective March 1, 2024.

The following is not changing:

- **Existing terms and conditions from our services agreement**
- **Existing Trust and Custodial Agreements**
- **Existing investment option line-up, and Existing fees**

Once on the Empower system, our plan will have access to a more robust website and new and enhanced services which were not available previously including the following:

- Point-in-Time Advice
- Managed Account Service and Advice
- Financial Wellness Tools (i.e., Cashflow, Budgeting, Savings, Emergency Savings and Student Loan Debt)
- Comprehensive Financial Planning
- Existing Trust and Custodial Agreements
- Existing investment option line-up, and existing fees

Strategic Plan Goal:

Recommendation:

That the Empower Recordkeeping Services Schedule Contract for the School Board of Sarasota County, FL 401K Plan effective March 1, 2024, be approved as presented.

Contact:

LYNN PETERSON lynn.peterson@sarasotacountyschools.net  
ALLISON FOSTER allison.foster@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

N/A

**Finance**

31. APPROVAL OF THE SUPERINTENDENT'S MONTHLY FINANCIAL REPORT

Description

The Superintendent's Financial Statements for the month ending November 30, 2023, does not reflect any unexpected trends for the first five months of the 2023-2024 fiscal year. The negative trend shown in the General Fund will be eliminated with the receipt of property taxes in December.

Gap Analysis:

The presentation of monthly financial statements promotes transparency and provides the Board and community with the results of operations during the fiscal year.

Previous Outcomes:

The Superintendent's Financial reports are presented to the Board monthly to show the financial condition of the district.

Expected Outcomes:

The approval of the Superintendent's Monthly Financial Report.

Strategic Plan Goal:

Recommendation:

That the Superintendent's Monthly Financial Report ending November 30, 2023, be approved as presented.

Contact:

VALERIE MAGGI valerie.maggi@sarasotacountyschools.net

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

N/A

**New Business**

32. APPROVAL AND/OR RATIFICATION OF THE BOOKER HIGH SCHOOL VISUAL PERFORMING ARTS (VPA) RENOVATION CONSTRUCTION SERVICES' CHANGE ORDER

Description

This Change Order (CO) updates the Construction Manager (CM) contract to provide the following:

\*Fire alarm price increase, partial subcontractor price escalations, concrete, and masonry constraints.

\*Reconciliation of allowance item

\*Additional work including dock leveler, storage trailers, mastic at steel columns, upgrades to existing fire alarm devices and panels, sanitary storm and manhole adjustments, unanticipated asbestos abatement and monitoring, and work associated with Architect's Supplemental Instructions (ASI's) #001 & 002 and Requests for Information (RFI's) #173, 209, 219, 347, 353, 354 & 443.

\*Time extension (no costs for general conditions for time extension are approved)

\*Bonds and insurance

Gap Analysis:

This CO will provide for completion of the project with Substantial Completion anticipated for 3/1/2024 and increase the budget for the project to cover additional scope of work and cost escalation.

Previous Outcomes:

N/A

Expected Outcomes:

That the Board approved the change order as presented.

Strategic Plan Goal:

N/A

Recommendation:

That the Construction Services CO be approved as presented. Staff negotiated this CO and collaborated with Legal to develop this CO in the amount of \$2,500,899.00.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

\$2,500,899.00

**Motion: (Roll Call Vote)**

That the Construction Services change order for the Booker High School Performing Arts (VPA) renovation be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

33. APPROVAL OF THE NEW JOB DESCRIPTION FOR RIVERVIEW HIGH SCHOOL AQUACULTURE FARM HATCHERY TECHNICIAN

Description

The Aquaculture Farm Hatchery Technician position is designed as high-level support for the Aquascience program. Technician must oversee all aspects of running a fully functional aquaculture facility on a daily full-time and year-round basis, but not limited to hours in the normal school day. Main role is the daily maintenance, husbandry, water quality checks, feeding, and confirming all systems are running at normal operations. The manager must have a strong understanding of water quality.

Other roles included but not limited to:

- Implement gardens, hydroponics, and aquaponics as required and maintain shared relationship with farm project at McIntosh.
- Order equipment, dry goods, and food as needed researching cost-effective suppliers in conjunction with program staff.
- Use, set up, and maintenance of specialized equipment including UV sterilizers, Chillers, Nutrient Monitoring devices (Neptune), Calibration of probes, testing equipment and photometers, RO/DI water filtration and all lighting.
- Maintain current ecosystem designs, update as needed and create plans with staff for future design ideas.
- Planning and building of aquatics life support systems as upgrades are needed.
- Ability to maintain hardware and pumps, design, plumb and build systems and any support needed.
- Must have some general trade skills.
- Assist with the development of experimental designs for student research projects.
- Assist with assessing student progress.
- Communicate effectively with staff, parents, and visitors.
- Preparation and documentation, renewal of license as needed with the Florida Dept of Aquaculture.
- Direct working relationship with staff at Mote Marine Aquaculture Park regarding the Snook Enhancement Program in Phillippi Creek and working on future projects.
- Yearly maintenance as needed on UV sterilizers, Coral bulbs, pumps, koi pond, etc.
- Creation of Standard Operating Procedures.



#### Gap Analysis:

The RHS Aquaculture Program directly supports the Aquascience-based Stars to Starfish Program, an Intern program educating young local students on the environmental importance of aquaculture and ecosystems. It supports IB Marine Biology in respect to proper protocol for running lab experiments. The program partners with Mote Marine with its Snook Enhancement Program in Phillippi Creek and it is a full-time breeding facility for several species of marine fish and corals with intended goal of bringing in revenue to the program.

The program requires someone onsite 7 days a week and a minimum of a normal 7.5-hour workday, but not limited to these hours.

The RHS Aquaculture Hatchery Farm Technician must be a consistent entity at the facility, willing to work late if needed, maintain full-time work schedule during Summer Break as well as all breaks during the school year. Cover off days and be available to deal with any issues that may arise at any time.

The current schedule for the position leads to an outside hire at times during the year. This person is not familiar with the intricacies of the program and does not have a vested interest in the long-term success of the program. Actual experience is unknown, as is the ability to handle any crisis that may arise. A major crisis could potentially set the program back years. Breeding age fish take years to mature.

All these potential issues will not be an issue if the Aquaculture Farm Hatchery Technician is set as a 10 month properly compensated position with an employee willing to work any hours and times needed for the overall success of the program.

#### Previous Outcomes:

N/A

If approved, this would be a new position to Sarasota County Schools designed to support the Aquascience program by caring for the diverse living organisms at the Aquaculture facility.

#### Expected Outcomes:

Maintaining a high level of care that can continue at the facility.

#### Strategic Plan Goal:

.

#### Recommendation:

That the Aquascience Hatchery Technician job description be approved as presented.

Contact:

DANIELLE SCHWIED danielle.schwied@sarasotacountyschools.net

ALLISON FOSTER allison.foster@sarasotacountyschools.net

MEGAN GREEN megan.green@sarasotacountyschools.net

Financial Impact:

0.4 of an SSP-7 for 2024-2025 is \$19,992.80

**Motion: (Roll Call Vote)**

That the Riverview High School Aquascience Hatchery Technician job description be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

34. APPROVAL OF THE NEW JOB DESCRIPTION FOR SPEECH/LANGUAGE PATHOLOGIST ASSISTANT PATHOLOGIST

Description

Speech-Language Pathology Assistants (SLPAs) are certified in the state of Florida and fall under the same governing board as Speech-Language Pathologists (ASHA). SLP-As can provide direct therapy to students under direct supervision of an SLP on the same school campus. An SLP-A would be placed at sites that have a minimum of a full-time SLPs assigned. This would provide an additional option to meet the IDEA requirements for students with Speech/Language related services by a Speech-Language Pathologists. SLPAs would require supervision from a SLP with their Certificate of Clinical Competency and a master's degree.

Gap Analysis:

There are 68 allocated SLP positions for the 24-25 school year.

- 3.6 positions are currently vacant
- 1.4 positions are filled with current contractors.
- 63.0 positions are filled with School Board Appointed SLPs.

Previous Outcomes:

Speech Language Pathology jobs are in critical shortage. Historically, SLP positions have been difficult to recruit and retain throughout the district,

requiring a need to contract with outside vendors. During the 24-25 school year, the district has been unsuccessful with filling all the allocated positions despite ongoing advertising for direct hire and recruitment collaboration with Human Resource and 28 contracted vendors bids.

Expected Outcomes:

Providing an additional option to provide service providers for supporting required speech/language services on an IEP will increase the pool of individuals and reduce the possibility of continued vacancies.

Strategic Plan Goal:

Recommendation:

That the new job description of Speech-Language Pathology Assistant be approved as presented.

Contact:

HEATHER WASSERMAN

heather.wasserman@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

N/A

**Motion: (Roll Call Vote)**

That the new job description of Speech-Language Pathology Assistant be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

**Board Members Comments/Assignments**

Topics:

- Public Comment
- 3rd Grade Reading Scores
- Board Protocols
- Social Media
- School Safety/Mental Health
- Website/Volunteering

**Announcements/Comments**

The next Monthly Work Session is scheduled for Tuesday, February 20th at 10:00 a.m. followed by a 3:00 p.m. Board Meeting.

**Adjournment**

**The Chair adjourned the Regular Board Meeting at 9:54 p.m.**

We certify that the foregoing minutes are a true account of the Regular Board Meeting held on February 6, 2024 and approved at the Regular Board Meeting on February 20, 2024.

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Terrence Connor, Secretary

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Karen Rose, Chair



**February 6, 2024 Board Meeting**  
Agenda Item 1.

**Title**

FLAG SALUTE

**Description**

Riverview High School JROTC and Student Representative

Arts Aesthetic Moment -Laurel Nokomis Violinist

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

**Contact Information**

**Financial Impact**



**February 6, 2024 Board Meeting**  
Agenda Item 2.

**Title**  
SUPERINTENDENT'S REPORT

**Description**

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

**Contact Information**

**Financial Impact**

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">Superintendent's Report</a>	2/9/2024	Cover Memo
<a href="#">Audit Report</a>	2/9/2024	Cover Memo



# Superintendent's Report

February 6, 2023





# Consent Agenda Highlights



Sarasota County Schools, *Wear Red Day Group Photo*, February 2, 2024.





# Consent Agenda Highlights –

## #8) Approval of the Affiliation Agreements Between Grand Canyon University and the Sarasota County School Board, FL

### Description:

The affiliation agreement will allow students pursuing education degrees at Grand Canyon University to complete classroom observations, field experiences and final clinical teaching internships, related to their classroom instruction and degree path, with the Sarasota County Schools.

The Grand Canyon University (GCU) logo is displayed on the right side of the slide. It consists of the letters "GCU" in a large, white, blocky font, set against a solid purple rectangular background. A small registered trademark symbol (®) is visible to the right of the "U".

# Internship Initiative



Thanks to our partnership with the Charles and Margery Barancik Foundation, we can now pay our interns \$15/hour!

Final Teaching Interns  
Spring 2024 Cohort



We currently have 20 final teacher interns in our schools. This is a 250% increase over the first semester of the 2023-2024 School Year.

20

Interns

7

Universities

12

SCS Schools





# Consent Agenda Highlights –

## #10) Approval of the Agreement Between Booker Promise Foundation, Inc. and the School Board of Sarasota County, FL

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### Description:

The Booker Promise Foundation focuses on ensuring students are post-secondary ready through comprehensive plans encompassing college and career preparedness, mentoring, professional planning, life readiness skills, and scholarships.



# BOOKER PROMISE

# Consent Agenda Highlights –

## #29) Approval of Contract to Purchase Property for a Future School in Lakewood Ranch, Waterside DRI

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### Description:

As part of the 2010 School Planning Agreement for the Villages of Lakewood Ranch South Development of Regional Impact (DRI), a twenty plus (20+) acre school site was set aside to mitigate the impacts of the proposed 5,144 residential unit development. With build-out of the now Waterside DRI (fka Villages of Lakewood Ranch South) nearing 75% completion, the purchase of the 20+ acre school site will be needed to serve the future educational needs in this area. The funds for this purchase are in the currently approved 2023-24 capital budget.





# SCS News & Announcements



Sarasota County Schools, *Superintendent Student Forum*, January 2024.





# SCS Senior Military Academy Appointments Announced!

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**Congratulations to the following SCS Seniors for their academy appointments:**

➤ **Riverview High School**

- Wilhelm Hamburger – U.S. Military Academy at West Point
- Alexandra Witherspoon – U.S. Air Force Academy

➤ **Sarasota High School**

- Hayden Wilding – Verbally committed to West Point
- Sidney Brann – Verbally committed to U.S. Naval Academy

➤ **Pineview School**

- Casey Aten – U.S. Naval Academy
- Ethan Wang – West Point

➤ **Venice High School**

- Micah Thomson – West Point





# Karla Sams of Sarasota Middle School Named FL Literacy Teacher of the Year!



**Congratulations, Karla Sams, for being recognized as the 2024 Florida Literacy Teacher of the Year!**

Karla was given this prestigious recognition at the 2024 Florida Literacy Association's Annual Conference.

She currently teaches Civics to eighth graders but is also Sarasota Middle School's literacy leader and co-president of the Sarasota Reading Council. Way to go, Karla!





# Mrs. Lewis, a Riverview Band Teacher, Awarded the Oliver Hobbs Award

**Congratulations, Mrs. Lewis, for being awarded the Oliver Hobbs Award from the Florida Bandmasters Association!**

She was awarded for consistently achieving top ratings in all MPAs and delivering exceptional service to the profession.

Mrs. Lewis has been honored as one of only four band directors recognized annually for this esteemed award.





# Woodland Middle School Receives STEM School of Excellence Award

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**Congratulations, Woodland Middle School, for receiving the ITEEA STEM School of Excellence Award!**

They were one of only 29 schools to be selected to receive this award internationally and one of three middle schools (not including K-8's or 6-12's).





# School Choice 2024



**SCHOOL CHOICE**  
**OPEN ENROLLMENT**  
**FEB. 1st - 29th**

[www.SarasotaCountySchools.net/SCHOOLCHOICE](http://www.SarasotaCountySchools.net/SCHOOLCHOICE)

The central graphic is a large rectangular area with a background of a grid of small, colorful images of school buildings. The text is overlaid on this grid in large, white, bold, sans-serif capital letters. The URL is at the bottom in a smaller white font.



# February is Black History Month!





# National School Counseling Week



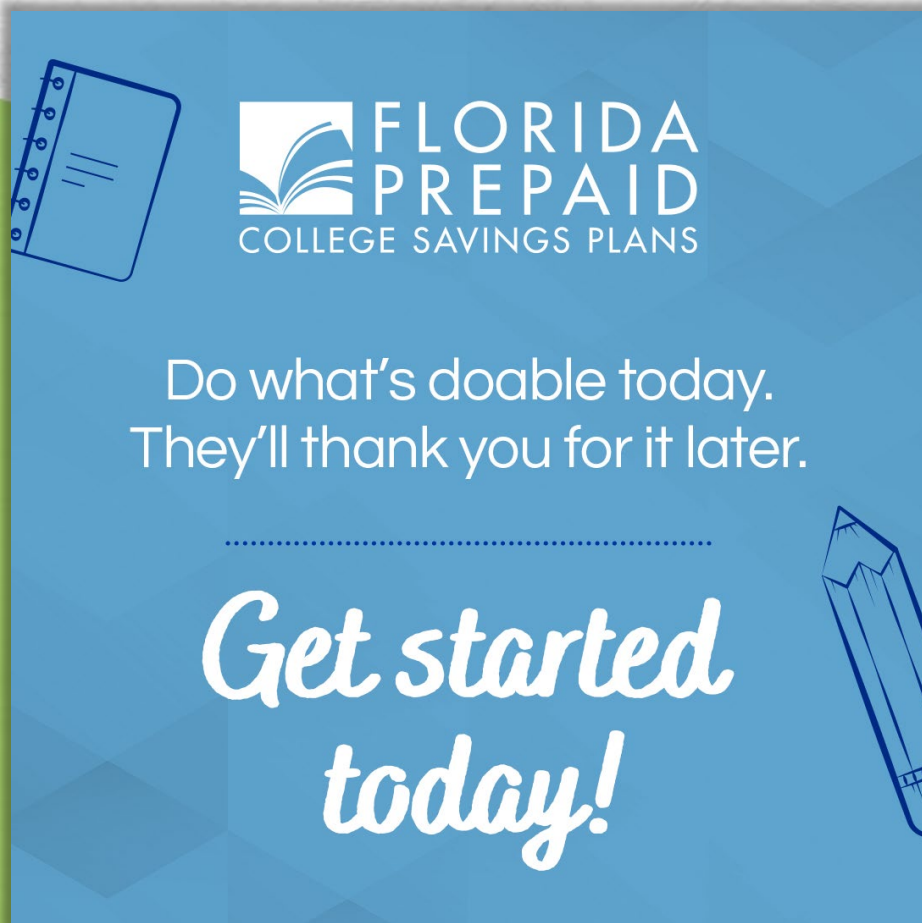
FEBRUARY 5-9, 2024


**NATIONAL SCHOOL  
COUNSELING WEEK**

SCHOOL COUNSELING: STANDARDS-BASED, STUDENT-FOCUSED




# Florida Prepaid Open Enrollment and Scholarships Have Started!



 **FLORIDA  
PREPAID**  
COLLEGE SAVINGS PLANS

Do what's doable today.  
They'll thank you for it later.

.....

*Get started  
today!* 

The graphic is a blue rectangular box with a geometric pattern. It contains the Florida Prepaid College Savings Plans logo, a motivational quote, and a call to action. There are also small icons of a notebook and a pencil.

**Florida Prepaid Open Enrollment has begun! It is open from February 1<sup>st</sup> to April 30<sup>th</sup> of 2024.**

The Board of Florida Prepaid has also announced that they are lowering the monthly prices of Prepaid Plans by up to 25% for this year's Open Enrollment period!





# 2022-23 SCS Graduation Rate

A collage of five photographs showing graduates in white and blue gowns. One photo shows a graduate holding a diploma, another shows a large group throwing caps, and others show individual graduates smiling.

2022-2023  
**GRADUATION RATE**  
**90.3%**

The logo for Sarasota County Schools, featuring a stylized palm tree and a book within a circular emblem, with the text "SARASOTA County Schools" below it.



# "In Tune!" – New SCS Podcast



**SCS is getting their very own podcast!**

*Tune in* on YouTube, Spotify, or Apple Podcasts on February 8<sup>th</sup> to learn about School Choice here at Sarasota County Schools.





**EVERY STUDENT.  
EVERY DAY!**



School Board of Sarasota County, Florida  
(the District)

# **Audit Executive Summary**

February 6, 2024



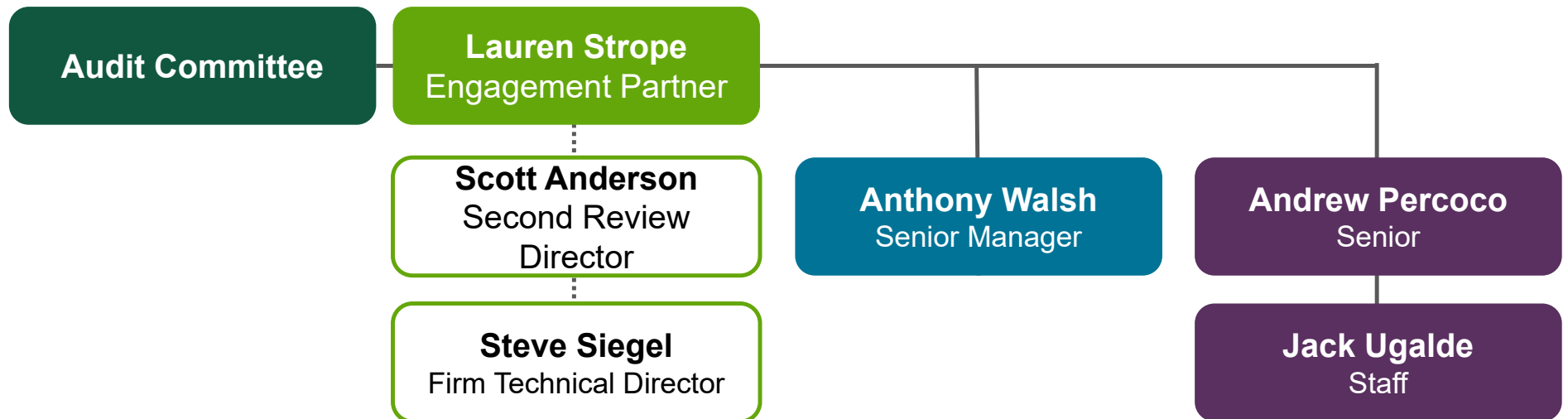
# Agenda

- ▶ Client Service Team
- ▶ Results of the Audit
- ▶ Significant Audit Matters
- ▶ Internal Control Communication
- ▶ Corrected and Uncorrected Misstatements
- ▶ Qualitative Aspects of Accounting Practices
- ▶ Independence Considerations
- ▶ Other Required Communications
- ▶ Other Matters
- ▶ Upcoming Financial Reporting Changes

This information is intended solely for the use of the School Board of the District and is not intended to be, and should not be, used by anyone other than these specified parties.



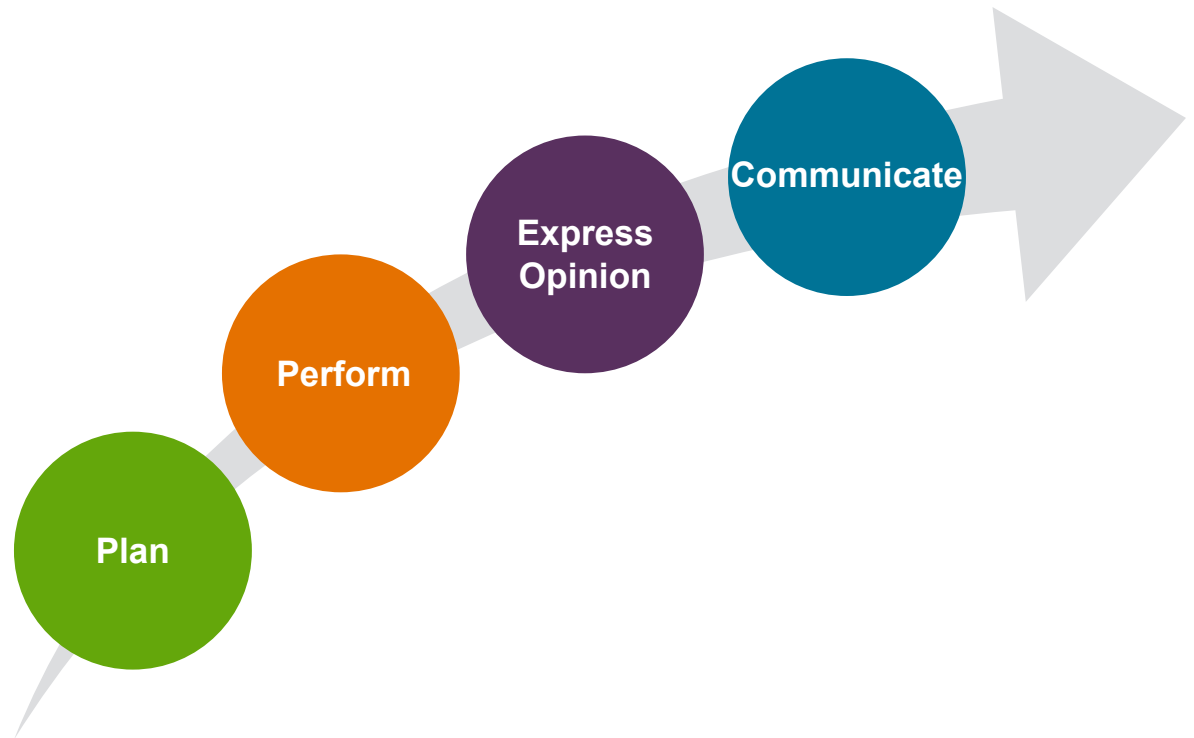
# Client Service Team



# Results of the Audit

We have audited the financial statements of Sarasota County School Board (the “District”) for the year ended June 30, 2023, and we will have issued our report thereon dated December 5, 2023.

We have issued an unmodified opinion on the financial statements.



# Internal Control Communication

In planning and performing our audit, we considered internal control over financial reporting (“internal control”) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.



# Internal Control Communication

## Material Weakness

- ▶ A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis.

## Significant Deficiency

- ▶ A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We noted no deficiencies that we believe to be material weaknesses or significant deficiencies.



# Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

## Corrected Misstatements

► None noted.



# Corrected and Uncorrected Misstatements

## Uncorrected Misstatements

► None noted.

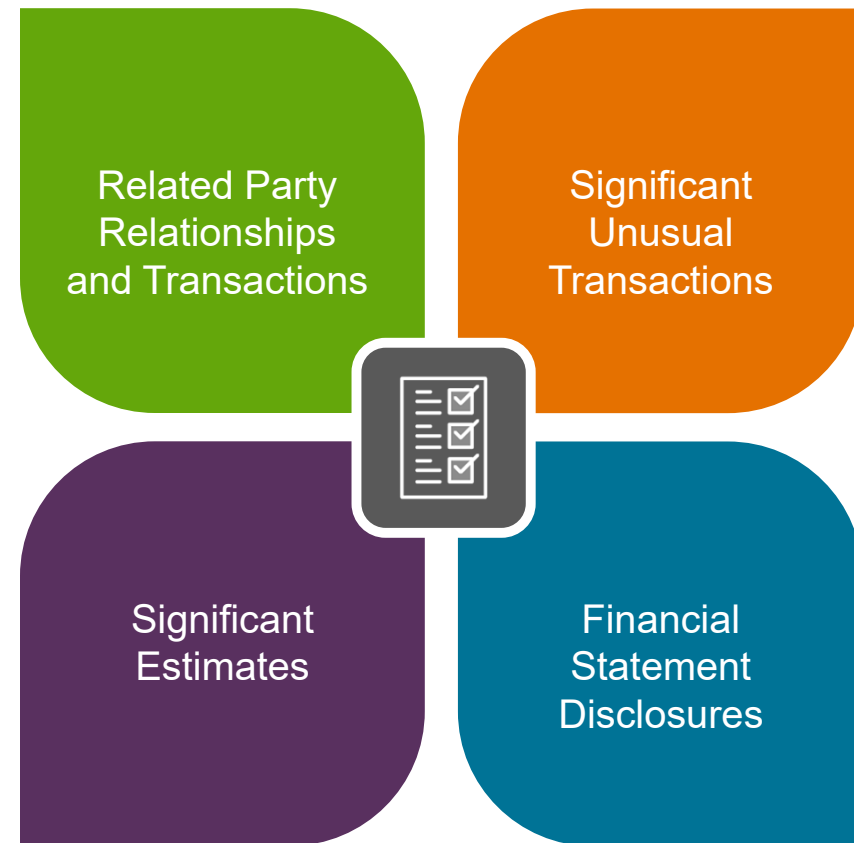




# Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements.

As of July 1, 2022, the District adopted the provisions of GASB 96, *Subscription-based Information Technology Arrangements*. Most prominent among the changes in the standard is the recognition of right of use IT Subscription asset and liabilities for those subscriptions identified.

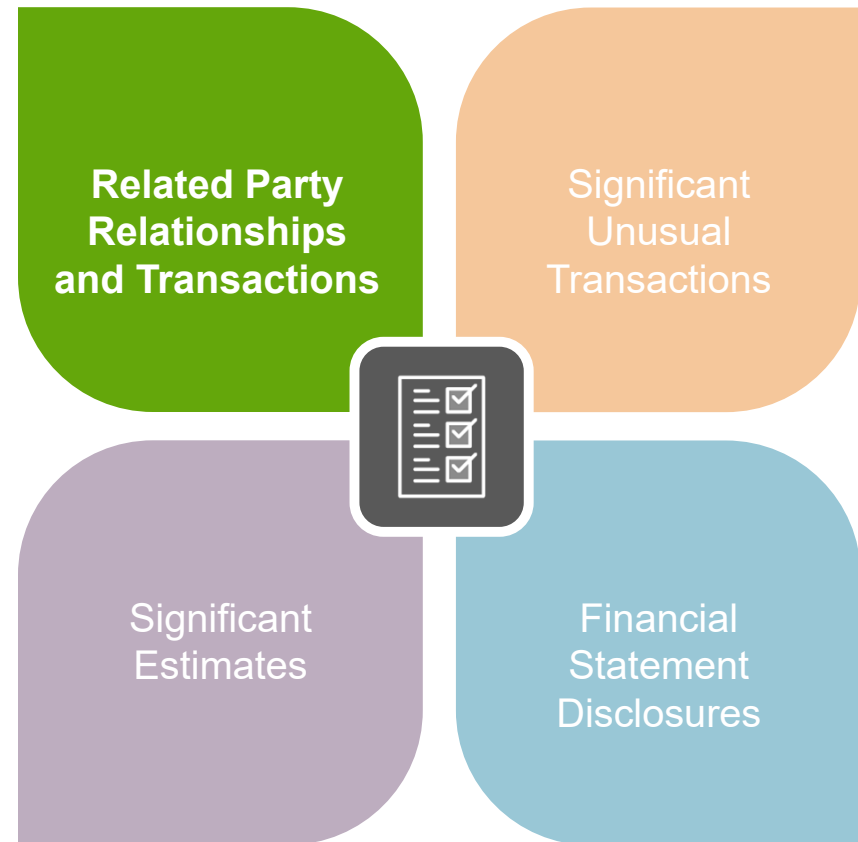


# Qualitative Aspects of Accounting Practices

As part of our audit, we evaluated the District's identification of, accounting for, and disclosure of the District's relationships and transactions with related parties as required by professional standards.

We noted none of the following:

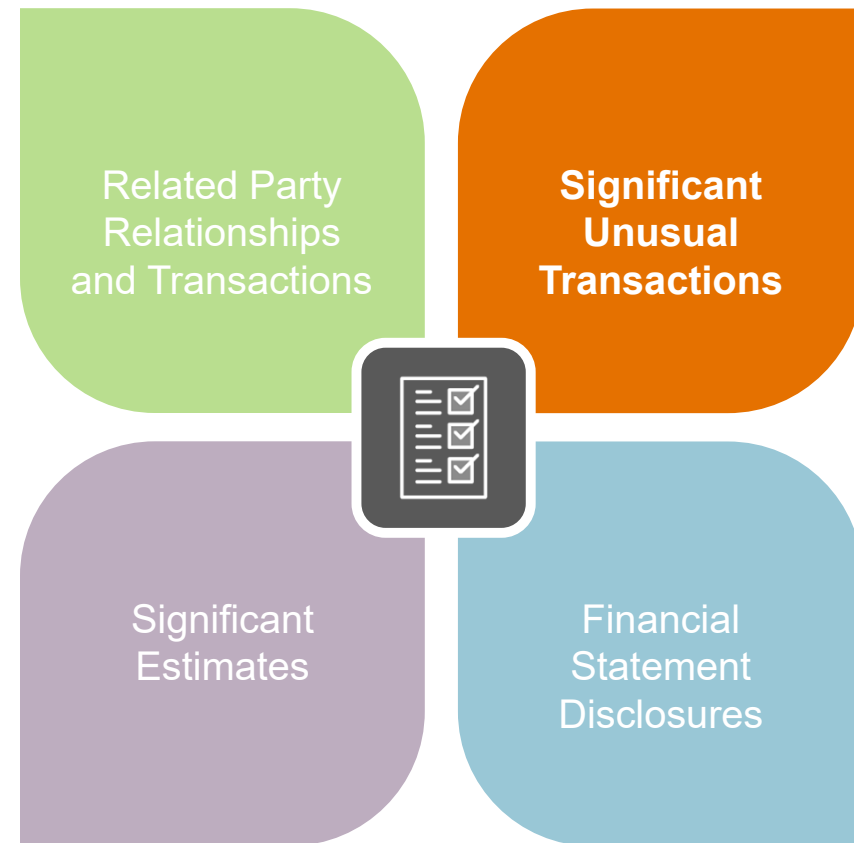
- Related parties or related party relationships or transactions that were previously undisclosed to us;
- Significant related party transactions that have not been approved in accordance with the District's policies or procedures or for which exceptions to the District's policies or procedures were granted;
- Significant related party transactions that appeared to lack a business purpose;
- Noncompliance with applicable laws or regulations prohibiting or restricting specific types of related party transactions; and
- Difficulties in identifying the party that ultimately controls the District.



# Qualitative Aspects of Accounting Practices

We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

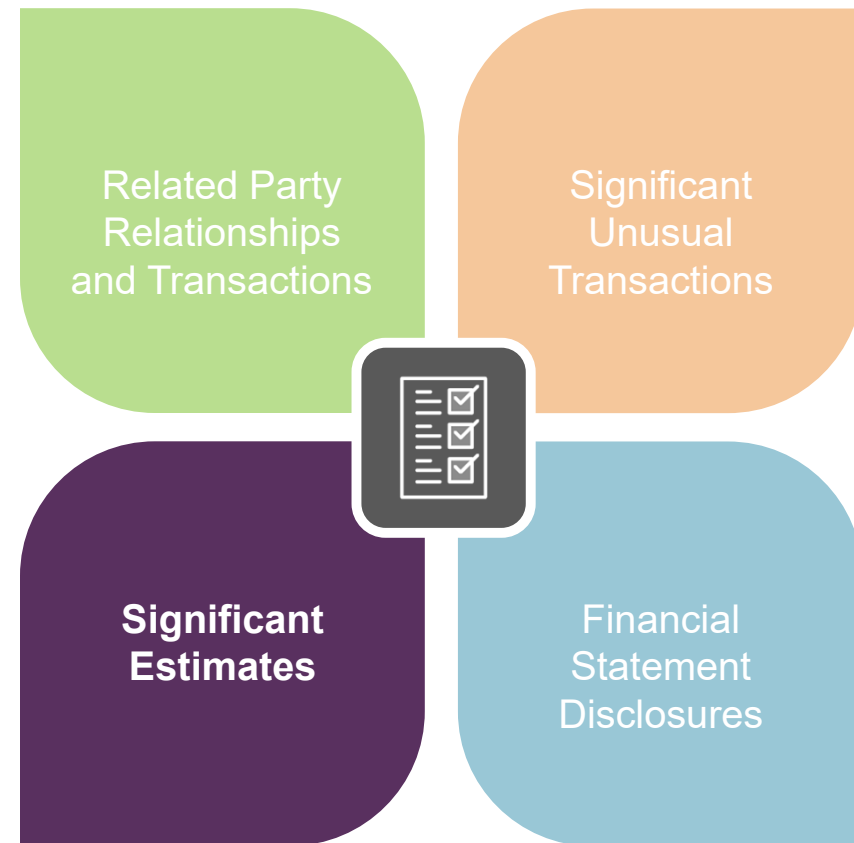
For purposes of this presentation, professional standards define significant unusual transactions as transactions that are outside the normal course of business for the District or that otherwise appear to be unusual due to their timing, size, or nature. We noted no significant unusual transactions during our audit.



# Qualitative Aspects of Accounting Practices

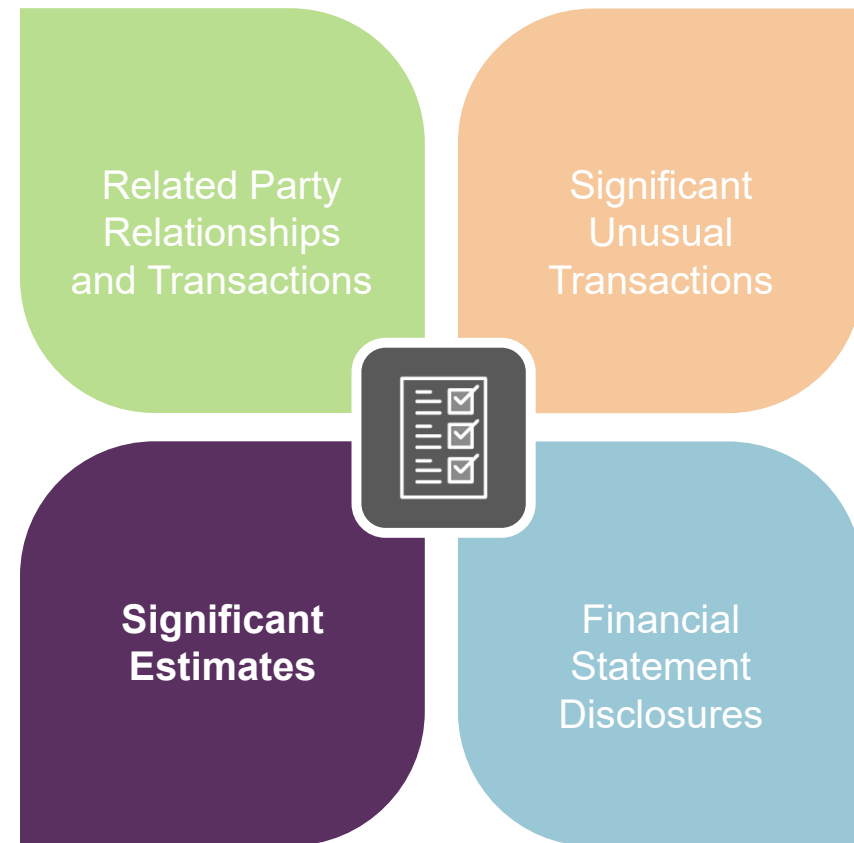
Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the financial statements was (were):

- Management's estimate of the useful lives of property and equipment is based on management's analysis of the asset's life expectancy.
- Management's estimates of the liabilities for insurance claims payable, and early retirement payable are based on actuarial calculations.



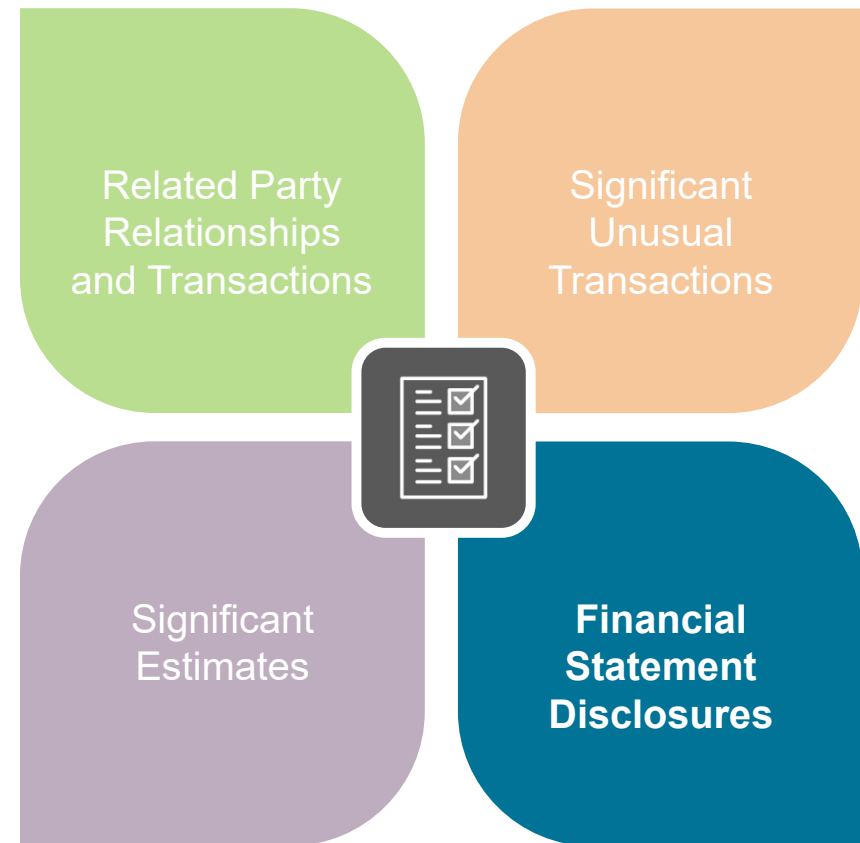
# Qualitative Aspects of Accounting Practices

- Management's estimate of pension and other post-employment benefits costs is based on the calculation of an actuary who uses management's inputs to calculate the pension liability.
- Management uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.
- Management's estimated incremental borrowing rate as the discount rate for subscriptions.
- Management's estimates of the fair value of investments.
- We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole.



# Qualitative Aspects of Accounting Practices

The financial statement disclosures are neutral, consistent, and clear.



# Independence Considerations

## Nonattest Services

- ▶ Our firm will prepare the data collection form. We also assisted in the data input into lease software.
- ▶ For all nonattest services we perform, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

## Independence Conclusion

- ▶ We are not aware of any other circumstances or relationships that create threats to auditor independence.
- ▶ We are independent of the District and have met our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit.



# Other Required Communications

## Difficulties Encountered

We encountered no significant difficulties in dealing with management in performing and completing our audit.

## Disagreements with Management

Includes disagreements on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report.

We are pleased to report that no such disagreements arose during the course of our audit.

## Auditor Consultations

We noted no matters that are difficult or contentious for which the auditor consulted outside the engagement team.

## Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 5, 2023.





# Other Required Communications

## Management Consultations

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations.

To our knowledge, there were no such consultations with other accountants.

## Other Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year.

These discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

## Fraud and Illegal Acts

As of the date of this presentation, no fraud, illegal acts, or violations of laws and regulations noted.

## Going Concern

No events or conditions noted that indicate substantial doubt about the District’s ability to continue as a going concern.



# Other Matters

## Supplementary Information

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.



## Annual Report

The District's audited financial statements are included in its annual report. We do not have an obligation to perform any procedures to corroborate the other information contained in the annual report. However, we read the other information and considered whether such information, or the manner of its presentation, was materially inconsistent with that appearing in the financial statements. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, was materially inconsistent with that appearing in the financial statements.



# Upcoming Financial Reporting Changes

These standards will be effective for the NAA in the upcoming years and may have a significant impact on the NAA's financial reporting.

We would be happy to discuss with management the potential impacts on the NAA's financial statements and how we may be able to assist in the implementation efforts.

GASB 100,  
*Accounting  
Changes and Error  
Corrections*

GASB 101,  
*Compensated  
Absences*



# Questions

## Contacts

Lauren Strobe, Partner –  
Lstrobe@cbh.com

### About Cherry Bekaert LLP

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**February 6, 2024 Board Meeting**  
**Agenda Item 3.**

**Title**  
HEARING OF CITIZENS

**Description**

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

**Contact Information**

**Financial Impact**



**February 6, 2024 Board Meeting**  
**Agenda Item 4.**

**Title**

APPROVAL OF CONSENT AGENDA

**Description**

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

That the Consent Agenda be approved as presented.

**Contact Information**

**Financial Impact**



**February 6, 2024 Board Meeting**  
Agenda Item 5.

**Title**  
APPROVAL OF MINUTES

**Description**

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**  
That the minutes be approved as presented.

**Contact Information**

**Financial Impact**

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">011624 Board Meeting Minutes</a>	1/19/2024	Cover Memo
<a href="#">011624 Work Session Minutes</a>	1/22/2024	Cover Memo
<a href="#">011924 Convocation of Governments Meeting Minutes</a>	1/24/2024	Cover Memo



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**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**  
**Landings Administrative Complex**  
**1980 Landings Blvd.**  
**6:00 PM**

**January 16, 2024 Board Meeting Minutes**

**Call to Order**

The Chair convened the January 16, 2024 Board Meeting at 6:00 p.m.

**Present:**

- Karen Rose, Chair
- Tim Enos, Vice Chair
- Tom Edwards
- Robyn Marinelli
- Bridget Ziegler

**Flag Salute**

1. FLAG SALUTE

Description

Riverview High School JROTC and Student Representative

Arts Aesthetic Moment - Booker Middle School Visual Art and VPA Dance

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

Flag Salute: Riverview High School JROTC

Cadets:

- Sophia Bruno Alves



- Armando Friedman
- Donovan Trimble
- Dillon Wardell

Student Representative: Ellee Liang, Riverview High School

ARTS Aesthetic Moment:

- Booker Middle School Fine Art and Digital Design artwork prior to the Board Meeting.
- Booker Middle School VPA Dancers - Anna Abrahamson, Nora Howland, and Novelle Park-Francis performed "The Deeper Side".

## **Special Presentations/Moments of Pride**

### **2. SPECIAL PRESENTATIONS/MOMENTS OF PRIDE**

Description

Riverview and Sarasota High School Fall Sport State Champions

SCS Cares Recipients

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

Student Athletes from Riverview and Sarasota High Schools were recognized:

Sarasota High School Boys Swim Team State Champions

Coach Andrew Eckhart - State Boys Swimming Coach of the Year

- Casey Aten
- Elias Corn
- Jorge Guzman
- Victor Iquierdo
- Jackson Irwin
- Colin Jacobs
- Daniel Keegan
- Alex Malaj
- Andrew Malaj
- Ethan Ooi

- Toby Schwenk
- Henry Shoemaker
- Aidan Siers
- Luca Simon
- Bogdan Zverev

Riverview High School Girls Swim Team State Champions

Coach John Bruenning - State Girls Swimming Coach of the Year

- Carmen Bunt
- Isabella Cardenas
- Laila Chance
- Brianna Deierlein
- Nella Duty
- Gabriella Gonzalez
- Brynn Lavigueur
- Riley Leach
- Angelina Lista
- Lolly Milbaum
- Claudia Nowakowski
- Jessica Robie
- Peyton Ross
- Addison Sauickie
- Taylor Schwenk
- Ginger Thomas
- Gracie Weyant

Volleyball Coach Brian Wheatley - National Volleyball Coach of the Year by the AVCA

SCS CARES recognized eleven (11) staff members who received the award for the 2023 school year with almost 700 submissions made this year!

Recipients:

- Kavin Mayes - Tatum Ridge Elementary School
- Jessica Seltzer - Cranberry Elementary School
- Officer Steven Roy, Michele Hughes, Claire Edwards - Lamarque Elementary School
- Kenneth Carter - Sarasota High School
- Sally Frank - Records Retention
- Russell Dennison - Transportation Services
- Katie Shaver - Toledo Blade Elementary School
- Robin Frost - Laurel Nokomis School
- Patricia VanFleet - Glenallen Elementary School
- Diane McShane, Jennifer Wolf - Transportation Services @ Fruitville Elementary
- Sarah Woods - Food & Nutrition Services @ Gulf Gate Elementary

**Superintendents Report**

### 3. SUPERINTENDENT'S REPORT

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

Topics:

- Consent Agenda Highlights: Revised Policies
- Martin Luther King Day
- County Teacher of the Year Congratulations - Ronnique Major, Emma E. Booker Elementary School
- Two New Principals: Holly Brody, Brentwood Elementary and Natasha Forbus, Larmarque Elementary
- 2022-2023 Model School Recipients - 33 schools received the distinction
- ESE Parent Learning Opportunity on January 17th
- Superintendent's 100 Day Transition Plan Report

### Hearing of Citizens - Agenda

#### 4. HEARING OF CITIZENS

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

Contact:

Financial Impact:

This portion of the meeting can be viewed at <https://www.youtube.com/watch?v=uZ1nbaDyABc> starting at 1:10:00 marker.

Speakers:

- Jennifer Bowles
- Sally Sells

- Shannon Clement
- Bill Nease
- Leila Newcomb
- Jason Newcomb
- Larry Wilson
- Gretchen Zablackas
- Alba Walkiewicz
- Alice Blueglass
- Paulina Testerman
- Michael Weddle
- Jason Champion
- James Coler
- Alissandra Smith
- Theoni Soublis
- Elizabeth Bornstein
- Richard Stammer
- Susan Boston
- Seneca Bristol
- Lola Smyth
- Kaitlynn Danehy-Samitz
- John Smeallie
- Rhana Bazzini
- Nancy Harris
- Brenda Pasturick
- Robin Williams
- Joyce Peralta
- Carol Lerner
- Sonia Nalpas Meyer
- Louise Machinist
- Sarah Kessler
- Anastasia Dykins
- Jay Wolin
- India Miller
- Wendy Rosen
- MaryLynn McKeon
- Sebastian Girstl
- Anya Dennison
- William Harless
- Hana Knowlton
- Sandi Armstrong
- Marcy Jack
- Hannah Silva
- Lisa Schurr
- Jerry Rippo
- Pam Nolan
- Marjorie Peter
- August Rey
- Neela Ravindran
- Jessica Thomason

- Sheila Weiss
- Zander Moricz
- Daniel Lustig
- Kayak Sanchez
- Esther Rachwal
- William James DaBrow
- Julie Forester
- Ann McClure

## **Approval of Consent Agenda**

### 5. APPROVAL OF CONSENT AGENDA

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the Consent Agenda be approved as presented.

Contact:

Financial Impact:

An addendum was added to Item #7 - *The Instructional/Classified Personnel Report*

**Motion: (Roll Call Vote)**

That the amended Consent Agenda be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

## **Consent Agenda**

### **Approval of Minutes**

### 6. APPROVAL OF MINUTES

Description

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the minutes be approved as presented.

Contact:

Financial Impact:

**Approval of Instructional/Classified Personnel Report**

7. APPROVAL OF INSTRUCTIONAL/CLASSIFIED PERSONNEL REPORT

Description

The Human Resources Instructional/Classified Personnel Report has been added to the agenda item for approval.

Gap Analysis:

Previous Outcomes:

Expected Outcomes:

Strategic Plan Goal:

Recommendation:

That the Human Resources Instructional/Classified Personnel Report be approved as presented.

Contact:

AL HARAYDA al.harayda@sarasotacountyschools.net

ALLISON FOSTER allison.foster@sarasotacountyschools.net

Financial Impact:

**General Items**

8. APPROVAL OF THE SCHOOL ADVISORY COUNCIL (SAC) ROSTERS AND BYLAWS

Description

School Advisory Council (SAC) Rosters list all members of the SAC to ensure the composition represents each ethnic, racial and economic community. There is not a State Statute that requires a precise percentage or ratio of each group.

SAC Bylaws are the procedures set by both school and state.

- Bylaws and Rosters can be reviewed at [www.sarasotacountyschools.net](http://www.sarasotacountyschools.net) > Home > Departments > Research, Accountability, and Evaluation > School Improvement > School Advisory Council (SAC) Rosters and Guidelines

Gap Analysis:

Previous Outcomes:

Schools were in state compliance.

Expected Outcomes:

Review School Rosters to ensure the composition of the advisory council represents each ethnic, racial, and economic community. There is not a State Statute that requires a precise percentage or ratio of each community category equal to the percentage of the general population served.

Review SAC Bylaws to ensure each school follows the procedures outlined within their bylaws, including replacing a member who has two or more unexcused absences.

Strategic Plan Goal:

Recommendation:

That the SAC Rosters and Bylaws be approved as presented.

Contact:

DENISE CANTALUPO denise.cantalupo@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

N/A

### **Agreement/Contracts**

#### **9. APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN LIGHTSHARE MOBILE RESPONSE TEAM AND THE SARASOTA COUNTY SCHOOL BOARD, FL**

##### **Description**

This agreement allows for the partnership between the Lightshare Mobile Response team and the Sarasota County School District to support students that may need de-escalation strategies when in crisis and expressing suicidal ideation and self-harm. In accordance with HB 945, school districts are required to have outreach to local mobile response teams prior to the initiation of an Involuntary Examination by a law enforcement officer, unless imminent danger is present. Parents must consent to services provided by the Mobile Response Team.

##### **Gap Analysis:**

When students do not receive de-escalation support, the increase in unnecessary involuntary examinations may increase.

##### **Previous Outcomes:**

88% of Involuntary Examinations were diverted last school year with effective de-escalation strategies.

##### **Expected Outcomes:**

The collaboration of staff, families, and the Mobile Response team will lead to effective de-escalation strategies for students and allow for timely and safe return to the learning environment. Students in need of more intensive services will be referred and connected to necessary supports, with parental consent.

##### **Strategic Plan Goal:**

Recommendation:

That the Memorandum of Understanding between Lightshare Mobile Response Team and The School Board of Sarasota County be approved as presented.

Contact:

AMANDA COKER amanda.coker@sarasotacountyschools.net  
DEBRA GIACOLONE debra.giacolone@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

Services are of no cost to families or the district.

10. APPROVAL OF AFFILIATION AGREEMENT BETWEEN SOUTHERN MANATEE FIRE RESCUE DISTRICT AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

Description

The Southern Manatee Fire Rescue District has agreed to Suncoast Technical College Health Science Program to make its fire rescue services available to STC students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a Fire Rescue Department.

Gap Analysis:

N/A

Previous Outcomes:

N/A

Expected Outcomes:

Emergency Medical Technician and Paramedic students will successfully master skills to provide the highest level of quality patient care through the hands-on clinical/field rotations. Meet governing body's requirements for certification and/or licensure.

Strategic Plan Goal:

Recommendation:

That the Affiliation Agreement between Southern Manatee Fire Rescue District and the School Board of Sarasota County, FL be approved as presented.

Contact:

RON DIPILLO ron.dipillo@sarasotacountyschools.net  
RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

N/A

11. APPROVAL OF THE RECOGNITION/ACKNOWLEDGEMENT AGREEMENT WITH IUPA FOR REPRESENTATION OF THE SERGEANTS

Description

This action formally acknowledges that the School Board recognized IUPA as the



petitioning union and sole collective bargaining representative for all Sergeants within the School Police Department.

Gap Analysis:

N/A

Previous Outcomes:

N/A

Expected Outcomes:

That the Board recognize IUPA as the bargaining agent for the Sergeants.

Strategic Plan Goal:

Recommendation:

That the agreement/acknowledgment with IUPA be approved as presented.

Contact:

STEVEN LORENZ steve.lorenz@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

N/A

12. APPROVAL OF THE AGREEMENT BETWEEN VHS INDIANS LACROSSE BOOSTER CLUB, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

Description

This is a 3-Year agreement between the district and booster clubs for Venice High School's contracted sport (Lacrosse).

Gap Analysis:

This sport allows for the participation of over 30 student-athletes per year the opportunity for the enrichment of high school athletics.

Previous Outcomes:

This sport has been contracted with the district since 2017 providing over 30 student-athletes per year an opportunity to participate in high school athletics.

Expected Outcomes:

The board will approve the 3-Year agreement between the district and booster clubs for Venice High School's contracted Lacrosse.

Strategic Plan Goal:

Recommendation:

That the contract between VHS Indians Lacrosse Booster Club, Inc. and the School Board of Sarasota County, FL be approved as presented.

Contact:

MEGAN GREEN megan.green@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

\$16,165.00 (Coaching Supplements)

13. APPROVAL OF THE AGREEMENT BETWEEN VHS BOYS VOLLEYBALL BOOSTERS, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

Description

This is a 3-Year agreement between the district and booster club for Venice High School's contracted sports (Boys Volleyball).

Gap Analysis:

This sport allows for the participation of over 30 student-athletes per year the opportunity for the enrichment of high school athletics.

Previous Outcomes:

This sport has been contracted with the district since 2017 providing over 30 student-athletes per year an opportunity to participate in high school athletics.

Expected Outcomes:

The board will approve the 3-Year agreement between the district and booster club for Venice High School's contracted sport (Boys Volleyball).

Strategic Plan Goal:

Recommendation:

That the agreement between VHS Boys Volleyball Boosters, Inc. and the School Board of Sarasota County, FL be approved as presented.

Contact:

MEGAN GREEN [megan.green@sarasotacountyschools.net](mailto:megan.green@sarasotacountyschools.net)

RACHAEL O'DEA [rachael.o'dea@sarasotacountyschools.net](mailto:rachael.o'dea@sarasotacountyschools.net)

Financial Impact:

\$16,165.00 (Coaches Supplement)

14. APPROVAL OF THE AGREEMENT BETWEEN SOUTHWEST FLORIDA WATER POLO FOUNDATION, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

Description

This is a 3-Year agreement between the district and booster club for Venice High School's contracted sport (Water Polo).

Gap Analysis:

This sport allows for the participation of over 30 student-athletes per year the opportunity for the enrichment of high school athletics.

Previous Outcomes:

This sport has been contracted with the district since 2017 providing over 30 student-athletes per year an opportunity to participate in high school athletics.

Expected Outcomes:

The board will approve the 3-Year agreement between the district and booster club for Venice High School's contracted sport (Water Polo).

Strategic Plan Goal:

Recommendation:

That the agreement between Southwest Florida Water Polo Foundation, Inc. and the School Board of Sarasota County, FL be approved as presented.

Contact:

MEGAN GREEN megan.green@sarasotacountyschools.net  
RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

\$16,165.00 (Coaching Supplements)

**Materials Management**

15. APPROVAL TO AWARD BID #24-0101 FOR DRIVER EDUCATION/TRAFFIC SAFETY TRAINING

Description

On November 8, 2023, Procurement issued a bid for Driver Education/Traffic Safety Training. A bid to provide 'Driver Education/Safety Training' was received from one vendor on November 29, 2023. The bid of Ault's Driver Education Center, Inc., was the best low bid meeting the advertised specifications. This bid is for a period of one year with an option to renew for two additional one-year periods.

Gap Analysis:

The driver education bid is in place to provide eligible students the necessary driver education skills to be a safe and skilled driver.

Previous Outcomes:

The current driver education bid has been in place since 2021 to provide eligible students the necessary driver education skills to be a safe and skilled driver.

Expected Outcomes:

The board will approve the driver education bid to offer students the best available driver education company that is able to provide the necessary contracted services.

Strategic Plan Goal:

Recommendation:

That the bid of Ault's Driver Educations Center, Inc., for 'Driver Education/Traffic Safety Training' in an amount not to exceed \$175,000.00 be approved as presented.

Contact:

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MICHELLE ANDERSON michelle.anderson@sarasotacountyschools.net  
RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

Not to exceed: \$175,000.00

The funds for these purchases are contained in the budget allocated to the schools.

Funding Source: Slosberg Grant from Sarasota County Government

16. APPROVAL TO AWARD BID #24-0028 FOR FOOD SERVICE LARGE EQUIPMENT

Description

On November 9, 2023, Procurement in conjunction with Food & Nutrition Services, issued a bid for Food Service Large Equipment. Bids to provide 'Food Service Large Equipment' were received from nine vendors on November 30, 2023. The bids of Big Bend Restaurant Supply, Chefs Depot, Innovative Foodservice Group, Inc., Johnson-Lancaster and Associates, Inc., and Sam Tell & Son Inc. were the best low bids. Reasons for not selecting the apparent low bid were included with the bid tabulation. This bid is for a period of one year with an option to renew for two additional one-year periods.

Gap Analysis:

We require this bid to obtain timely repairs and replacement of equipment to assist in feeding students.

Previous Outcomes:

Food and Nutrition Services has been able to replace equipment quickly at best price.

Expected Outcomes:

To get best pricing for equipment repairs and maintain standardization of equipment in school kitchens.

Strategic Plan Goal:

Recommendation:

That the bids of Big Bend Restaurant Supply, Chefs Depot, Innovative Foodservice Group, Inc., Johnson-Lancaster and Associates, Inc., and Sam Tell & Son Inc. for 'Food Service Large Equipment' in an amount not to exceed \$400,000.00 be approved as presented.

Contact:

SARA DAN sara.dan@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

Not to exceed: \$400,000.00

The funds for these purchases are contained in the budget allocated to the Food and Nutrition Services Department. Funding source: Food and Nutrition Services Department Capital Budget

**Facilities**

17. APPROVAL OF THE DELETION OF THE SHED #96-276 LOCATED AT VENICE HIGH SCHOOL

Description

The specified shed has been inspected by the Facilities Services and Construction Services staff and is deemed beyond economical to maintain or renovate and is more

cost-effective to be replaced with a new shed. Therefore, it is requested the shed be deleted and demolished.

Gap Analysis:

This shed has a lot of time and weather-related damage to it. It has been determined to be costly to repair. The shed is used to house maintenance equipment in and needs to be replaced to preserve the equipment stored within.

Previous Outcomes:

The shed houses a lot of equipment that needs to be protected from the elements as well as secured.

Expected Outcomes:

Remove and replace the shed.

Strategic Plan Goal:

Recommendation:

That the deletion of shed #96-276 located at Venice High School from F.I.S.H inventory be approved as presented.

Contact:

DON HAMPTON don.hampton@sarasotacountyschools.net  
JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

\$2,000.00

**Construction**

18. ACCEPTANCE OF CONSTRUCTION SERVICES' PROJECT COMPLETION AND APPROVAL OF FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE LAUREL NOKOMIS SCHOOL BUILDING 13 COVERED PLAY RESTROOMS 2023 DB CONTRACT

Description

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22303122-05 are enclosed. The Director of Construction Services has determined that the project is complete in accordance with state statutes.

Gap Analysis:

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

Previous Outcomes:

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months, when most of the work takes place.

Expected Outcomes:

Acceptance of this item will close out the project financially and free up District staff for new projects.

Strategic Plan Goal:

Recommendation:

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

N/A

19. APPROVAL OF THE 2024 ANNUAL CERTIFICATION OF PROFESSIONALS FOR CONSTRUCTION RELATED SERVICES

Description

The recommended professionals have submitted request for annual certification by the School Board to provide professional construction related services for Sarasota County Schools Board projects. These submissions are in accordance with School Board Policy #7.71.

Gap Analysis:

The Professional Services Selection Committee (PSSC), in accordance with School Board Policy 7.71 and 7.71a, certifies that firms are qualified to submit proposals for advertised projects.

Previous Outcomes:

Approval of the qualified professionals on this annual certification list allows the PSSC to proceed with selection of firms to perform work for the district.

Expected Outcomes:

Firms on the approved, qualified professionals list represent high quality, experienced firms who are eligible to compete for district projects.

Strategic Plan Goal:

Recommendation:

That the 2024 Annual Certification of Professionals for construction related services be approved as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

N/A



20. APPROVAL TO EXTEND THE SEVEN (7) DESIGN/BUILD FIRMS NON-EXCLUSIVE CONTINUING SERVICES CONTRACTS FOR AN ADDITIONAL ONE (1)-YEAR PERIOD AND TO INCREASE AVAILABLE FUNDING FOR THIS ADDITIONAL PERIOD

Description

The seven (7) individual contracts, under the terms of individual non-exclusive two (1)-year period contracts, with the option of an additional one (1)-year period extension, were Board approved on 1/18/2022 (Item #39). The original estimate for these services for the two (2)-year contract period was \$45,000,000.00. Per Article 1.1 of the agreements, "This agreement, at the Owner's discretion, is renewable for an additional one (1)-year period at mutually agreed rates and conditions. Staff is recommending exercising the option to continue these contracts for the additional one (1)-year period and contract amounts be increased.

Gap Analysis:

This will allow district staff to continue to utilize the services of the seven Design Build firms and will eliminate the need for a lengthy selection process.

Previous Outcomes:

The district has had successful outcomes with each of the firms on this list.

Expected Outcomes:

Approval of this one year extension will allow operations to continue seamlessly.

Strategic Plan Goal:

Recommendation:

That the extension of the seven (7) design/build non-exclusive continuing services contracts for an additional one (1)-year period, at mutually agreed rates and conditions, and the available budget be increased by \$22,000,000.00.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS Jody.Dumas@sarasotacountyschools.net

Financial Impact:

\$22,000,000.00

21. APPROVAL OF ARCHITECT RANKINGS FOR THE GARDEN ELEMENTARY SCHOOL REPLACEMENT PROJECT

Description

Architectural rankings allow the Director of Construction Services to begin negotiations with the highest ranked firm. The Garden Elementary School Replacement project includes but is not limited to the design and construction of a new 2-story compact, secure school facility of approximately 130,000 s.f. for approximately 950 students; demolition of most of the existing buildings; and new site drainage, parking, fencing, play areas, and paving. The construction will take place on an active campus and all construction activities will be separated from the school operations. Demolition and site restoration are anticipated to be complete by December 2027. On 10/26/2023, the PSSC met to shortlist the top three firms. Interviews were conducted on 11/30/23 and has ranked the top three architectural

firms in accordance with School Board Policy 7.71 and 7.71a. The preliminary total project budget is \$80,000,000.00.

Gap Analysis:

This item allows staff to submit the results of professional services selection committee (PSSC) meetings to the Board. This keeps the Superintendent and Board apprised of current selection processes.

Previous Outcomes:

This is the first item requiring Board approval for this new project.

Expected Outcomes:

Approval of this item will allow staff to begin negotiations with the highest ranked architectural firm for the Garden Elementary School Replacement project.

Strategic Plan Goal:

Recommendation:

That the rankings of architects for the Garden Elementary School Replacement project be accepted as presented and the Director of Construction Services be authorized to begin negotiations with the top-ranked firm.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

There is no financial impact for rankings and authorization to negotiate with the highest ranked firm.

22. APPROVAL OF CONSTRUCTION MANAGER RANKINGS FOR THE GARDEN ELEMENTARY SCHOOL REPLACEMENT PROJECT

Description

Construction Manager rankings allow the Director of Construction Services to begin negotiations with the highest ranked firm. The Garden Elementary School Replacement project includes but is not limited to the design and construction of a new 2-story compact, secure school facility of approximately 130,000 s.f. for approximately 950 students; demolition of most of the existing buildings; and new site drainage, parking, fencing, play areas, and paving. The construction will take place on an active campus and all construction activities will be separated from the school operations. On 12/8/2023, the Professional Services Selection Committee (PSSC) met to select a construction manager for this project. The PSSC ranked them in accordance with School Board Policy 7.71 and 7.7a. The preliminary total project budget is \$80,000,000.00.

Gap Analysis:

This item allows staff to submit the results of professional services selection committee (PSSC) meetings to the Board. This keeps the Superintendent and Board apprised of current selection processes.

Previous Outcomes:

This is the first item requiring Board approval for this new project.

Expected Outcomes:

Approval of this item will allow staff to begin negotiations with the highest ranked construction management firm for the Garden Elementary School Replacement project.

Strategic Plan Goal:

Recommendation:

That the rankings of construction manager for the Garden Elementary School Replacement project be accepted as presented and the Director of Construction Services be authorized to attempt contract negotiations with the top-ranked firm.

Contact:

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JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

There is no financial impact for rankings and authorization to negotiate with the highest ranked firm.

23. ACCEPTANCE OF CONSTRUCTION SERVICES' PROJECT COMPLETION AND APPROVAL OF THE FINAL PAYMENT TO CONTRACTOR AND THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE NORTH PORT HIGH SCHOOL FOOTBALL STADIUM SYNTHETIC TURF INSTALLATION CONTRACT

Description

All work has been completed, the final project costs have been internally audited, and the final payment application and backup #22202039-09 are enclosed. The Director of Construction Services has determined that the project is complete in accordance with state statutes.

Gap Analysis:

Acceptance of this item allows the project to be completed, unspent funds to be returned, and final payment to be made to the Construction Manager.

Previous Outcomes:

These items are submitted to the Board for all completed projects. The item officially closes out the project financially, frees up District staff for new projects, and returns unspent funds.

Expected Outcomes:

Acceptance of this item will close out the project financially.

Strategic Plan Goal:

Recommendation:

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

The financial impact for this item is included in the final change order item, which is used to return funds to the Capital budget.

24. APPROVAL AND/OR RATIFICATION OF CONSTRUCTION SERVICES' CHANGE ORDERS

Description

The Construction Services' change orders are summarized on the enclosure for ease of review. These change orders total a decrease in the amount of (\$1,526,776.01) in gross contract dollars.

Included in these change orders is a \$1,176,330.55 credit for Direct Material Purchases; the corresponding direct material purchase orders of \$1,109,415.61 results a net \$66,914.94 in a sales tax savings.

Gap Analysis:

Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments need to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

Previous Outcomes:

Change orders reflect construction project progress and occur normally as a result of conditions on the construction project and the project manager managing the costs associated with the purchase of materials, supplies and labor. Deductive change orders allow the district to save the cost of paying sales tax on large purchase items.

Expected Outcomes:

The district removes large purchase items from the original contracts, purchases the items directly from the various vendors and saves the cost of the sales tax in the overall project budget.

Strategic Plan Goal:

Recommendation:

That the Construction Services' change orders be approved and/or ratified as presented.

Contact:

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JODY DUMAS jody.dumas@sarasotacountyschools.net

Financial Impact:

(\$1,526,776.01)

25. ACCEPTANCE OF CONSTRUCTION SERVICES' PROJECT COMPLETION AND APPROVAL OF THE FINAL PAYMENT TO CONTRACTOR FOR THE WOODLAND

## MIDDLE SCHOOL HURRICANE IAN CAMPUS REPAIRS & RESTORATION 2022 CONTRACT

### Description

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22301479-09 are enclosed. The Director of Construction Services has determined that the project is complete in accordance with state statutes.

### Gap Analysis:

Acceptance of this item allows the project to be completed, unspent funds to be returned, and final payment to be made to the Construction Manager.

### Previous Outcomes:

These items are submitted to the Board for all completed projects. The item officially closes out the project financially.

### Expected Outcomes:

Acceptance of this item will close out the project financially.

### Strategic Plan Goal:

### Recommendation:

That the project be accepted as complete, and the final payment be approved as presented.

### Contact:

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### Financial Impact:

The financial impact for this item is included in the final change order item, which is used to return funds to the Capital budget.

## **Planning**

### 26. APPROVAL TO ADOPT THE TENTATIVE 2023-24 5-YEAR DISTRICT EDUCATIONAL FACILITIES WORK PLAN

#### Description

Section 1013.35, Florida Statute, establishes a series of facility planning actions with which all Florida School Boards must comply. Planning and Budget staff have completed the Department of Education's online planning tool and are submitting the draft plan to all local governments for review of Comprehensive Plan consistency. The School Board is now asked to adopt the plan, which does comply with the financial feasibility requirement. The first section replicates the revenues and projects in the Board's adopted five-year capital budget; the first year of this section constitutes the capital outlay budget as required in s. 1013.61, F.S. The Long Range Planning section reflects future facility needs that are currently unfunded based on projected market growth. The reader should use caution when interpreting this document as some data elements (e.g., class size, school enrollments, total

enrollments, future costs) are misleading due to the spreadsheet design. Also, the Board's adoption of this document does not compel any action past the implementation of the Capital Budget for 2023-24, as previously adopted on September 19, 2023.

Gap Analysis:

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including future funding, planning, and as the authoritative source for school facilities information.

Previous Outcomes:

Annually, each school board must prepare a tentative district facilities work program for adoption and submittal to the Department of Education. Previously, the Board has adopted each year's work program.

Expected Outcomes:

That the 2023-24 5-Year District Educational Facilities Work Plan is adopted.

Strategic Plan Goal:

Recommendation:

That the School Board of Sarasota County adopt the 5-Year Educational Facilities Work Plan, as presented.

Contact:

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JODY DUMAS [jody.dumas@sarasotacountyschools.net](mailto:jody.dumas@sarasotacountyschools.net)

Financial Impact:

N/A

## **Finance**

### **27. APPROVAL OF THE SUPERINTENDENT'S MONTHLY FINANCIAL REPORT**

Description

The Superintendent's Financial Statements for the month ending October 31, 2023 does not reflect any unexpected trends for the first four months of the 2023-2024 fiscal year. The negative trend shown in the General Fund will continue until approximately November when property taxes are received.

Gap Analysis:

The presentation of monthly financial statements promotes transparency and provides the Board and community with the result of operations during the fiscal year.

Previous Outcomes:

The Superintendent's Financial reports are presented to the Board monthly to show the financial condition of the District.



Expected Outcomes:

The approval of the Superintendent's Monthly Financial Report.

Strategic Plan Goal:

Recommendation:

That the Superintendent's Monthly Financial Report be approved as presented.

Contact:

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BONNIE PENNER bonnie.penner@sarasotacountyschools.net

Financial Impact:

N/A

**School Board Items**

28. APPROVAL OF REVISED POLICY 3.14 SUICIDE PREVENTION

Description

Policy 3.14 Suicide Prevention has been revised with the following changes:

- Updates definitions in line with new DOE Rule and State Statute.
- Updates training requirements and student education requirements.
- Revisions to Suicide Prevention Procedures.
- Parental notification and consent information added in line with State Statute.

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2022.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 3.14 - Suicide Prevention - be approved as

presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

29. APPROVAL OF REVISED POLICY 3.40 CAMPUS DISORDERS

Description

Policy 3.40 Campus Disorders has been revised with the following changes:

- Renamed Campus Disorders
- Addition of reference to new policy 3.401 Trespassing

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been REVISED to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2018.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 3.40 - Campus Disorders - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

30. APPROVAL OF NEW POLICY 3.401 TRESPASS POLICY

Description

Policy 3.401 Trespass Policy has been created to address the following areas:

- Authorized personnel to issue a trespass warning
- School Board property

- Trespass procedures
- Time period of trespass warning
- Appealing a trespass warning

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been created to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy is new.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the New School Board Policy 3.401 - Trespass Policy - be adopted as presented.

Contact:

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CHRIS RENOUF [chris.renouf@sarasotacountyschools.net](mailto:chris.renouf@sarasotacountyschools.net)

Financial Impact:

31. APPROVAL OF REVISED POLICY 4.20 INSTRUCTIONAL MATERIALS EVALUATION, SELECTION, AND OBJECTION TO USE

Description

Policy 4.20 Instructional Materials Evaluation, Selection, and Objection to Use has been revised with the following changes:

- Updates definitions in line with Legislative changes last two sessions.
- Outlines the process for evaluation and selection of instructional materials, including roles and responsibilities for review committees.
- Details the process for who can object to adoptions of instructional materials and how.
- Describes process for who can object to specific instructional materials and how.
- Formalizes the District Review Committee composition, responsibilities, and procedures for review and hearings.

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2022.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 4.20 - Instructional Materials Evaluation, Selection, and Objection to Use - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

32. APPROVAL OF REVISED POLICY 4.22 LIBRARY MEDIA CENTER MATERIALS SELECTION, AND OBJECTION TO USE

Description

Policy 4.22 Library Media Center Materials Selection, and Objection to Use has been revised with the following changes:

- Updates definitions in line with Legislative changes last two sessions.
- Outlines who can opt out of access to school or classroom libraries and how.
- Details how consideration should be given for selection of school or classroom library materials selection. Formalizes the process for challenging library media center materials, review committee composition, responsibilities, and procedures for review and hearings.

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of

Education rules.

Previous Outcomes:

This policy was last revised in 2022.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 4.22 - Library Media Center Materials Selection, and Objection to Use - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

33. APPROVAL OF REVISED POLICY 4.40 EXTRACURRICULAR PROGRAM

Description

Policy 4.40 Extracurricular Program has been revised with the following changes:

- Update to allow public school students to participate in extracurricular activity at different public school or a private school if their public school does not offer the activity.
- Allows a student who transfers during the school year to continue participating in interscholastic extracurricular activities at the previous school for the remainder of the school year as long as parents provide transportation.
- Adds District's "Good Cause" allowance.

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2019.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 4.40 - Extracurricular Program - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

34. APPROVAL OF REVISED POLICY 4.43 FIELD TRIPS

Description

Policy 4.43 Field Trips has been revised with the following changes:

- Update parental notification and overnight lodging requirements, in accordance with FL DOE rule 6a-10.089, similar to policy 3.31 School-Sponsored Events and Activities

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2019.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 4.43 - Field Trips - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

35. APPROVAL OF REVISED POLICY 4.431 FIELD TRIP MEDICATION TRAINING FOR TEACHERS AND STAFF

#### Description

Policy 4.431 Field Trip Medication Training for Teachers and Staff has been revised with the following changes:

- Adds reference to Policy 5.62 that a student may take an over-the-counter medicine to treat and/or relieve a headache while on school property or at a school-sponsored event or activity without a physician's note or prescription.

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

#### Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

#### Previous Outcomes:

This policy was last revised in 2019.

#### Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

#### Strategic Plan Goal:

#### Recommendation:

That the revised School Board Policy 4.431 - Field Trip Medication Training for Teachers and Staff - be approved as presented.

#### Contact:

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CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

#### Financial Impact:

### 36. APPROVAL OF REVISED POLICY 4.65 VIRTUAL INSTRUCTION

#### Description

Policy 4.65 Virtual Instruction has been revised with the following changes:

- Removing outdated or irrelevant items
- Adding information about Controlled open Enrollment window

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

#### Gap Analysis:



This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2019.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 4.65 - Virtual Instruction - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

37. APPROVAL OF REVISED POLICY 4.70 HOME EDUCATION

Description

Policy 4.70 Home Education has been revised with the following changes:

- Removing outdated or irrelevant items, aligning with state statutes
- Adding information about Controlled open Enrollment window

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2019.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 4.70 - Home Education - be approved as presented.

Contact:

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CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

38. APPROVAL OF REVISED POLICY 5.20 STUDENT ATTENDANCE ZONES AND CHOICE OPTIONS

Description

Policy 5.20 Student Attendance Zones and Choice Options has been revised with the following changes:

- Revisions to cover how school attendance zones are created, school boundaries, and referencing Policy 5.201 Student Reassignment and School Choice Options

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2022.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 5.20 - Student Attendance Zones and Choice Options - be approved as presented.

Contact:

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net

CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

39. APPROVAL OF REVISED POLICY 5.201 STUDENT REASSIGNMENT AND SCHOOL CHOICE OPTIONS

Description

Policy 5.201 Student Reassignment and School Choice Options has been

revised with the following changes:

- Revisions to how reassignment works, additional choice options, and details on each
- Removes Controlled Open Enrollment info and references policy 5.23

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2022.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 5.201 - Student Reassignment and School Choice Options - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

40. APPROVAL OF REVISED POLICY 5.23 CONTROLLED OPEN ENROLLMENT

Description

Policy 5.23 Controlled Open Enrollment has been revised with the following changes:

- Preferential treatment in accordance with FS 1002.31, website reference

This policy was reviewed at the November 28<sup>th</sup> workshop

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of

Education rules.

Previous Outcomes:

This policy was last revised in 2022.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 5.23 - Controlled Open Enrollment - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

41. APPROVAL OF REVISED POLICY 5.305 THREAT MANAGEMENT TEAMS

Description

Policy 5.305 Threat Management Teams has been revised with the following changes:

- Changes title to Threat Management Teams.
- Updates roles and responsibilities of School Based Threat Management Teams and District Threat Management Teams and meeting requirements.
- Updates definitions based on new "Florida Model". Outlines criteria for determination of unfounded or factual claim, level of concern.
- Aligns timelines for parental contact.
- Addition of information on continual monitoring of student during "Student Support Management Plan" or SSMP

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2019.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 5.305 Threat Management Teams - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouv@sarasotacountyschools.net

Financial Impact:

42. APPROVAL OF REVISED POLICY 5.31 STUDENT DETENTION, SEARCH, AND SEIZURE

Description

Policy 5.31 Student Detention, Search, and Seizure has been revised with the following changes:

- Update to match FS 1006.09, searches must be done discreetly, items found that are not prohibited must immediately be returned to the student's belongings.
- If a child refuses, they are subject to discipline and will need parent re-entry conference to create a safety plan

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2020.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 5.31 - Student Detention, Search, and Seizure - be approved as presented.

Contact:

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CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

43. APPROVAL OF REVISED POLICY 5.56 SCHOOL HEALTH SERVICES

Description

Policy 5.56 School Health Services has been revised with the following changes:

- Revised to cover all minor students, in line with Parent's Bill of Rights

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2022.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 5.56 - School Health Services - be approved as presented.

Contact:

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CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

44. APPROVAL OF REVISED POLICY 5.61 STUDENT ILLNESS

Description

Policy 5.61 Student Illness has been revised with the following changes:

- Adds reference to Policy 5.62 that a student may take an over-the-counter medicine to treat and/or relieve a headache while on school property or at a school-sponsored event or activity without a physician's note or prescription.

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2022.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 5.61 - Student Illness - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

45. APPROVAL OF REVISED POLICY 5.62 ADMINISTRATION OF MEDICATION DURING SCHOOL HOURS

Description

Policy 5.62 Administration of Medication During School Hours has been revised with the following changes:

- A student may possess and use a medication regulated by the US Food and Drug Administration for over-the-counter use to treat and/or relieve headaches while on school property or at a school-sponsored event or activity without a physician's note or prescription.

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

-

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.



Previous Outcomes:

This policy was last revised in 2019.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 5.62 - Administration of Medication During School Hours - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

46. APPROVAL OF REVISED POLICY 5.80 ATHLETICS

Description

Policy 5.80 Athletics has been revised with the following changes:

- Update to allow public school students to participate in extracurricular activity at different public school or a private school if their public school does not offer the activity.
- Allows a student who transfers during the school year to continue participating in interscholastic extracurricular activities at the previous school for the remainder of the school year as long as parents provide transportation.
- Adds District's "Good Cause" allowance.

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

-

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2019.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 5.80 -Athletics - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

47. APPROVAL OF REVISED POLICY 6.29 REPORT OF MISCONDUCT

Description

Policy 6.29 Report of Misconduct has been revised with the following changes:

- Update due to changes in Statute on notification requirements on an employee arrest when it involves abuse of a minor child or sale or possession of a controlled substance.

This policy was reviewed at the November 28<sup>th</sup> workshop.

The Board approved advertising the policy changes at the December 12 meeting, and a public notice of the proposed changes was published December 13.

Gap Analysis:

This policy has been revised to comply with state law and FL Department of Education rules.

Previous Outcomes:

This policy was last revised in 2022.

Expected Outcomes:

Upon adoption of this policy, appropriate corresponding updates will be made to district procedures and manuals to align with the changes.

Strategic Plan Goal:

Recommendation:

That the revised School Board Policy 6.29 - Report of Misconduct - be approved as presented.

Contact:

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CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

**New Business**

48. APPROVAL TO INITIATE LITIGATION AGAINST SOCIAL MEDIA COMPANIES AND TO CONTRACT WITH ATTORNEYS

Description

In recent years, it has become apparent that social media platforms have had, in part through the use of targeted algorithmic programming, a detrimental effect on youth mental health. In May 2023, the United States Surgeon General published an advisory regarding this problem. In it, he referred to the "mounting evidence for the risk of harm to some children and adolescents from social media use" and stated that "extreme, inappropriate and harmful content continues to be easily and widely accessible by children and adolescents." Claims have been made that some social media companies have known of this problem for years and did not alter their platforms. Public schools have expended resources, both time and money, to address youth mental health and related issues, such as cyberbullying, that have been caused at least in part by social media.

Attorneys from Beasley Allen Crow Methvin Portis & Miles, P.C., Wagstaff & Cartmell, Goza & Honnold, LLC, and Hand Arendall Harrison Sale, LLC represent at least twenty other Florida public school boards in similar litigation. Representation of the School Board will be on a contingent fee basis, meaning that the School Board will pay and owe nothing for the attorneys' legal representation unless and until the School Board obtains a judgment or approves a settlement in the case. Specifically, no public funds will be expended on this litigation that will not be paid out of a judgment or settlement the School Board receives. If approved, a complaint will be filed in this multi-district litigation against the parent companies of Facebook, Instagram, Snapchat, TikTok and YouTube.

Gap Analysis:

Joining multi-district litigation with other school boards in Florida and across the country will, if successful, allow the School Board to recoup taxpayer resources spent to address these issues.

Previous Outcomes:

N/A

Expected Outcomes:

Joining multi-district litigation with other school boards in Florida and across the country will, if successful, allow the School Board to recoup taxpayer resources spent to address these issues.

Strategic Plan Goal:

Recommendation:

That the Board approve the Engagement Agreement that will permit the school district to join the class action litigation against various social media entities that allegedly target children.

Contact:

PATRICK DUGGAN pduggan@shumaker.com

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net

TERRY CONNOR terry.connor@sarasotacountyschools.net

Financial Impact:

TBD

**Motion: (Roll Call Vote)**

That the Board approve the Engagement Agreement that will permit the school

district to join the class action litigation against various social media entities that allegedly target children.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

49. APPROVAL OF REQUEST TO ADVERTISE REVISED BOARD POLICIES

Description

Approval of request to advertise the following revised Board policies for future adoption:

- 2.231 Compliance with Rules of the School Board
- 2.261 Family and School Partnership for Student Achievement
- 3.43 Internet Safety
- 4.45 Religious Activities
- 4.60 District and Statewide Assessment Program
- 7.41 Outside Organizations
- 9.10 Parent Organizations and School Support Groups
- 9.30 Use of Facilities
- 9.40 Advertising and Commercial Activities
- 9.50 Distribution of Literature and Materials to Students

Gap Analysis:

We are seeking authorization to advertise policies as part of the rulemaking process for a minimum of 28 days. Once this time period passes the policies will be brought back before the Board for formal adoption. The proposed policies were discussed at the School Board Workshop on December 12, 2023 with no objection to any of the language by Board members. The attached policies are drafts of those discussed policies and the changes that have been made.

Per F.S. 120.54, a notice of proposed rule is required to be published for Board policy changes. In accordance with our Interlocal Agreement with Sarasota County, approved by our Board on October 17, 2023 and the Sarasota County Board of County Commissioners on November 14, 2023, our notices for each policy will be published on the County's Publicly Accessible website, with a link on our District website.

After expiration of the required 28-day advertisement period, the Board will be asked to formally adopt the revised policies at the February 20, 2024 Board Meeting

Previous Outcomes:

These policy changes have been discussed with the Board during the December 12, 2023 School Board Workshop.

Expected Outcomes:

Upon formal adoption of these policies after the required 28-day advertisement period and a final Board vote, appropriate corresponding updates will be made to district procedures and manuals to align daily operations with the Board policy.

Strategic Plan Goal:

Recommendation:

That the Request to Advertise Revised Board Policies be approved as presented.

Contact:

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CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

**Motion: (Roll Call Vote)**

That the request to advertise revised Board Policies: 2.231, 2.261, 3.43, 4.45, 4.60, 7.41, 9.10, 9.30, 9.40, 9.50 be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

50. APPROVAL OF THE PURCHASE OF APPTegy FOR DISTRICTWIDE WEBSITE, ADMINISTRATION, TEACHER, COACH, PARENT, AND STUDENT COMMUNICATION PLATFORM

Description

The current contract with our website and community engagement provider, Blackboard, has expired and will no longer be supported in 2025. Presented to School Board during Work Session on 12/12/23. We have had demonstrations with multiple vendors who are on the forefront of educational communications technology and have chosen Apptegy to migrate and support our website and community engagement needs. To compliment the website and communication tool (email, text, and voice) we are adding 2-way communication technology classroom management for administrators, teachers, coaches, parents, and students to communicate in the language of choice (over 150). The system will work on multiple platforms and be supported by an easy-to-use APP where multiple students can be tracked by their parents in one place. The system seamlessly integrates with all our current and proposed enterprise software (Schoology, Focus, and Skyward).

Gap Analysis:

Apptegy is a complete solution to our communication needs, both website and engagement allowing for fast and reliable 2-way information for all our stakeholders. In addition, the contract offers 100% ongoing 1:1 training for all employees and has dedicated staff to ensure rapid support when needed, under :60 seconds. By having an all-in-one communications tool, we will solidify building-wide communications and enhance classroom management with staff, families, and students. By adding this type of technology, we will ensure we are compliant with State Statutes – providing safety and transparency.

Previous Outcomes:

Apptegy has a 99% retention rate and is providing communications solutions across

the country for more than 30% school districts in the US and servicing more than 3.8 million students. On open forums, like NSPRA, they have received rave reviews for technology and flexibility but equally important customer support. While researching, we created an all-encompassing crosswalk comparing vendors that met our needs, and they scored a 77 out of 82 categories. The highest in the field. A focus group of Administrators, Principals, APs, Teachers, and parents selected Apptegy.

Expected Outcomes:

Approval of this contract will allow for a seamless transition to state-of-the-art technology for a district-wide website and communication engagement platform. Addition of 2-way classroom management where building administrators, teachers, staff, parents, and students can receive and send information in the language they want to converse.

Strategic Plan Goal:

Recommendation:

That the purchase of Apptegy for two (2) years at \$447,048 for school year 2024-25 & 2025-26 including website migration with three (3) one year renewal options for 2026-27, 2027-28, and 2028-29 be approved as presented.

Contact:

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JOE BINSWANGER joe.binswanger@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

The total fiscal impact is \$447,048 for two (2) year contract from the Capital Fund to be paid out annually \$209,216.

**Motion: (Roll Call Vote)**

That the purchase of Apptegy for two (2) years at \$447,048 for school year 2024 -25 and 2025-26 including website migration with three (3) one year renewal options for 2026-27, 2027-28, and 2028-29 be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

51. APPROVAL OF MASTER LICENSE AGREEMENT BETWEEN SKYWARD AND THE SARASOTA COUNTY SCHOOL BOARD, FLORIDA

Description

As presented during the December 12th, 2023 School Board Workshop, it is imperative for the Sarasota County School District to migrate to a more modern, robust, secure Enterprise Resource Planning (ERP) system to meet the growing needs of the school district in the Human Resources and Financial Services Departments.

Gap Analysis:

After extensive research and evaluation, the Skyward ERP system was identified as the best solution for Sarasota County Schools to implement. The Skyward ERP system is both a market leader and innovator in the state of Florida in the areas of human resources and financial services. The Master License Agreement in conjunction with the Product Schedule provide a comprehensive contractual agreement with Skyward and the Sarasota County School Board.

Previous Outcomes:

There are no previous outcomes as this is the first contract with Skyward to provide their ERP solution to Sarasota County Schools.

Expected Outcomes:

The Skyward ERP implementation will provide the set-up, services, data migration, and training of the School Business Suite Software Core Package (finance, employee access, staff planning, payroll, position management, substitute tracking, and time off tracking) along with Electronic Signatures, Applicant Tracking/Onboarding, Asset Management, Deduction/Benefit tracking, and Time Tracking of clock-in/submission/approval. The set-up and training will consist of both on-site and virtual opportunities throughout the implementation

Strategic Plan Goal:

Recommendation:

That the agreement with Skyward and the Sarasota County School Board be approved as presented.

Contact:

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ALLISON FOSTER allison.foster@sarasotacountyschools.net  
BONNIE PENNER bonnie.penner@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

Financial Impact:

\$1,449,624.00

The funding source will be a combination of general fund and capital projects.

**Motion: (Roll Call Vote)**

That the agreement with Skyward and the Sarasota County School Board be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

52. APPROVAL OF THE CONTRACT BETWEEN THE MUSEUM OF SCIENCE AND INDUSTRY AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA TO FACILITATE STEM ACTIVITIES AT EIGHT MIDDLE SCHOOLS

Description

The contract between the Museum of Science and Industry and The School Board of Sarasota County, Florida to allow the Museum of Science and Industry to facilitate



STEM activities at the following Middle Schools: Booker Middle School, Brookside Middle School, Heron Creek Middle School, Laurel Nokomis School, McIntosh Middle School, Sarasota Middle School, Venice Middle School and Woodland Middle School.

Custom programs designed to match 6th, 7th and 8th grade standards that students are tested on, focusing on application and understanding of science concepts as well as the nature of science. Programs will contain instructional hands-on activities/labs, including demos. MOSI provides staffing, materials and a pre and post assessment based on interest, engagement and standards as well as a visit (field trip) to MOSI for each student.

Gap Analysis:

The Museum of Science and Industry has developed a rigorous curriculum that addresses 6th, 7th and 8th grade science standards that students are tested on, that focuses on the application and understanding of science concepts as well as the nature of science.

Previous Outcomes:

N/A

Expected Outcomes:

This initiative will provide the opportunity Sarasota County Schools to prioritize science technology, engineering and math for our Middle School students.

Strategic Plan Goal:

Recommendation:

That the contract with the Museum of Science and Industry for the second semester of the 2023-2024 school year be approved as presented.

Contact:

SUE MECKLER sue.meckler@sarasotacountyschools.net

BRANDON JOHNSON brandon.johnson@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

Financial Impact:

Intensive Afterschool and Weekend Academies ESSER Fund

Expense Account: 4445 5102 0510 9004 AP535

Amount: \$157,320

**Motion: (Roll Call Vote)**

That the contract with the Museum of Science and Industry for the second semester of the 2023-2024 school year be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

53. APPROVAL OF THE NEW JOB DESCRIPTION FOR CHIEF OF STUDENT SERVICES

Description

Following an extensive evaluation conducted by an external partner on November 28, 2023, a strategic recommendation was made to restructure Sarasota County's Exceptional Student Education Division. In response to this recommendation, a new leadership position has been considered, overseeing both the Student Services and the Exceptional Student Education Division. This pivotal role is instrumental in facilitating the integration of these two divisions into a unified entity, known as the Student Services Division. This reorganization aims to significantly enhance the quality and effectiveness of our services and support to our students and the entire school community.

Gap Analysis:

The Exceptional Student Education Division currently has an open position as Executive Director of Exceptional Student Education. This role is undergoing a significant revision and will be redefined as the Chief of Student Services. Accompanying this change, the role will feature a new job description, reflecting its expanded responsibilities and scope. Concurrently, the Exceptional Student Education Division will merge with the existing Student Services Division. This consolidation will result in both Exceptional Student Education and Student Services functions being unified under the newly formed Student Services department.

Previous Outcomes:

Traditionally operating independently, the Exceptional Student Education division recognizes the imperative need for augmented coordination with the student service staff and leadership. This strategic alignment is essential for advancing our efforts in enhancing the services and support provided to students with disabilities. By fostering a more collaborative and cohesive approach, we anticipate significant improvements in the efficacy and reach of our programs, leading to better educational outcomes for students.

Expected Outcomes:

Our overarching goal is to enhance the scope of Student Services, focusing on both funding and support mechanisms available to all students. A significant area of improvement is the academic progression of students with disabilities, as defined by the state's reporting criteria. We are committed to improving the coordination and delivery of services for these students.

Furthermore, ongoing refinements within each division of the newly established department will ensure our actions are in direct alignment with the goal of elevating service quality and performance outcomes for students with disabilities. This will encompass a comprehensive review and update of job descriptions and responsibilities, ensuring they are strategically tailored to meet the evolving needs of our students and the broader school community.

Strategic Plan Goal:

Recommendation:

That the Chief of Student Services job description be approved as presented.

Contact:

RACHAEL O'DEA [rachael.o'dea@sarasotacountyschools.net](mailto:rachael.o'dea@sarasotacountyschools.net)

Financial Impact:

Salary and Benefits for Chief of Student Services: \$193,377  
Previous Salary and Benefits for Executive Director of ESE: \$263,035  
Total Impact: Savings of \$69,65[PB1]8

This compares an entry level Chief with FRS at the Senior Management level. This position is currently funded 60% from IDEA.

**Motion: (Roll Call Vote)**

That the Chief of Student Services job description be approved as presented.

MOTION Passed

**Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

**Board Members Comments/Assignments**

Topics:

- For the record: Mr. Edwards felt that he was silenced in the member comments portion following up on public comments. He feels it is wrong when a Board Chair does not acknowledge when a Board Member wants to speak.
- Superintendent's 100-Day Transition Report
- Recognize School Social Workers - especially James Camelo, Retired School District Social Worker
- School Tours / Hiring Freeze
- Curriculum - mandated through the Department of Education
- Today's Work Session

**Announcements/Comments**

The next Board Meeting is scheduled for Tuesday, February 6th at 6:00 p.m.

**Adjournment**

**The Chair adjourned the Regular Board Meeting at 10:40 p.m.**

We certify that the foregoing minutes are a true account of the Regular Board Meeting held on January 16, 2024 and approved at the Regular Board Meeting on February 6, 2024.

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Terrence Connor, Secretary

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Karen Rose, Chair



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**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**  
**Landings Administrative Complex**  
**1980 Landings Blvd.**  
**1:00 PM**

**January 16, 2024 Monthly Work Session Minutes**

**Call to Order**

The Board Chair convened the January 16, 2024 Work Session at 1:00 p.m.

**Present:**

- Karen Rose, Chair
- Tim Enos, Vice Chair
- Tom Edwards
- Robyn Marinelli
- Bridget Ziegler

**1. ORGANIZATIONAL EXCELLENCE OVERVIEW**

Description

Recommendation

Financial Impact:

Contact:

RENOUF & DUMAS

**ORGANIZATIONAL EXCELLENCE OVERVIEW**

Chris Renouf, Chief of Staff, and Jody Dumas, COO, presented a high-level overview of a concept for consideration of SCS's operational and service excellence.

**Presentation included:**

- Achieving Operational and Service Excellence (Our 'Why' / Purpose

and Focus)

- National Recognition of Expertise (Research)
- Evidence-based Leadership Framework (Aligned Goals, Aligned Behaviors, Aligned Processes, Foundational, Breakthrough)
- Nine Principles Framework: (1) Commit to Excellence, (2) Measure the Important Things, (3) Build a Culture Around Service, (4) Develop Leaders to Develop People, (5) Focus on Employee Engagement, (6) Be Accountable, (7) Align Behaviors with Goals and Values, (8) Communicate at All Levels, (9) Recognize and Reward Success
- How Does It Work? (Define Success, Align & Execute, Monitor-Validate-Adjust, Cascade Communication)
- High-Yield Evidence-Based Leadership Strategies and Tools
- Draft/Sample SCS Operations Scorecard (Service Excellence / Stakeholder Engagement / Operational Effectiveness)
- Sample Implementation Chart - Year 1
- Priority Outcomes of the Work (Priority Outcomes / High-Level Component(s) of Approach)
- Sampling of the Research & Evidence Base

Discussion ensued.

## 2. FOCUSED FRAMEWORK FOR ADVANCING SCHOOL PERFORMANCE

Description

Recommendation

Financial Impact:

Contact:

O'DEA

## FOCUSED FRAMEWORK FOR ADVANCING SCHOOL PERFORMANCE

This portion of the work session can be viewed at <https://www.youtube.com/watch?v=wgKspypePmc> at 39:00 marker.

Rachael O'Dea, Deputy Superintendent/Chief Academic Officer, presented an overview on a framework on how we are advancing accountability, professional development, rounding, and all of the

components needed in order to actually take us from great to really excellent. This work in the district is called 'Focused Framework for Advancing School Performance'.

The three pillars are: *Enhancing Climate and Culture*, *Ensuring Excellence*, and *Empowering Educators* with today's focus being on *Ensuring Excellence* and *Empowering Educators*.

The topics for the presentation are:

- Theory of Action (high expectations, strong instruction, deep engagement, and grade-appropriate assignments)
- Targeted Areas of Focus (Growing Core Instruction, Aligning Tiered Support)
- Framework (Planning, Monitoring and Acting, Monitoring and Supporting)
- Impact Reviews Process (Overview Discussion, Classroom Observations, Action Planning Session)
- How to support effective instruction in our buildings?
- Academic Ownership (Shared Thinking, Student Discourse, Vocabulary, Productive Struggle, High Quality Work, Tools and Strategies)
- Whole School Action Plan
- District Outcomes Based on Impact Review Results
- K-12 Professional Learning Plan (High Impact Practices, High Impact Processes)
- 3rd Grade Response Plan
- 3rd Grade Professional Learning and Support
- Empower Meetings
- Impact Review Next Steps

Discussion ensued.

Board recessed at 2:24 p.m.

Board reconvened at 2:40 p.m.

### 3. LITERACY PLAN

Description

Recommendation

Financial Impact:

Contact:

O'DEA

## LITERACY PLAN

This portion of the work session can be viewed at <https://www.youtube.com/watch?v=wgKspypePmc> at 1:43:10 marker.

Rachael O'Dea, Deputy Superintendent/Chief Academic Officer, lead a discussion regarding a comprehensive approach to attacking the literacy achievement gap while ensuring the delivery of high-quality Tier 1 Core Instruction aligned to the Science of Reading for every student every day.

The topics for the presentation are:

- Literacy for ALL Goals
- Scarborough's Reading Rope
- Attack the Gap (Focusing on the growth of all student groups)
- Understanding the Importance of Proficiency and Growth
- FAST PM3 ELA by Achievement Level - All Students
- FAST PM3 ELA by Achievement Level - Non-SWD Students
- FAST PM3 ELA by Achievement Level - Students with Disabilities
- Sample Middle School Grade
- All Students and Lowest Quartile Students Earning a ELA Learning Gain
- All and Lowest Quartile Students without Disabilities Earning a Learning Gain
- All and Lowest Quartile Students with Disabilities Earning a Learning Gain
- Number of Schools below the 41% ESSA Federal Index by Student Group and School Year
- Count of Schools in the Fourth Consecutive Year below the 41% Federal Index by Student-Group
- Data Review Summary
- Engage (How does our collective work impact Literacy for ALL?)
- Engaged in an aligned approach
- Empower (How do our resources and supports align with our goals?)
- High-Impact Resources
- Redesign and Align Resources
- Transitioning from the Reading Recovery Program to support Literacy for ALL initiatives
- Reading Recovery Targets Limited Student Population
- Intervention Programs need to reach more students
- Building Teacher Leaders



- Excel (How to ensure growth?)
- Implement, Monitor, Support

Discussion ensued.

### **Board Members Comments/Assignments**

#### **4. MEMBERS COMMENTS**

Description

Recommendation

Topics:

- Florida House

### **Adjournment**

**The Chair adjourned the Monthly Work Session at 3:46 p.m.**

We certify that the foregoing minutes are a true account of the Monthly Work Session held on January 16, 2024 and approved at the Regular Board Meeting on February 6, 2024.

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Terrence Connor, Secretary

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Karen Rose, Chair

## CONVOICATIONS OF GOVERNMENTS

JANUARY 16, 2023

### MINUTES OF THE SPECIAL JOINT MEETING OF THE CONVOICATION OF GOVERNMENTS OF THE SCHOOL BOARD OF SARASOTA COUNTY, THE SARASOTA BOARD OF COUNTY COMMISSIONERS, THE COMMISSIONS OF THE CITIES OF NORTH PORT AND SARASOTA, THE TOWN COMMISSION OF THE TOWN OF LONGBOAT KEY, AND THE CITY COUNCIL OF THE CITY OF VENICE OF JANUARY 16, 2024

**PRESENT:** Sarasota Board of County Commissioners (BCC): Chair Mike Moran, Vice Chair Joe Neunder, Commissioners Neil Rainford, Ron Cutsinger, Mark Smith, County Administrator Jonathan Lewis

School Board of Sarasota County (SBSC): Chair Karen Rose, Vice Chair Tim Enos, SBSC Board Members Tom Edwards, Robyn Marinelli, Superintendent Terry Connor

North Port City Commission: Mayor Alice White, Vice Mayor Phil Stokes, Commissioners Debbie McDowell, Pete Emrich, Barbara Langdon, City Manager Jerome Fletcher

Sarasota City Commission: Mayor Liz Alpert, Vice Mayor Jen Ahearn-Koch, Commissioners Debbie Trice, Kyle Battie, City Manager Marlon Brown

Longboat Key Town Commission (LBK): Mayor Ken Schneier, Vice Mayor Mike Haycock, Town Manager Howard Tipton

Venice City Council: Mayor Nick Pachota, Vice Mayor Jim Boldt, Assistant City Manager James Clinch

**ABSENT:** Sarasota Board of County Commissioners: None

School Board of Sarasota County (SBSC): Board Member Bridget Ziegler

North Port City Commission: None

Sarasota City Commission: Commissioner Erik Arroyo

Longboat Key Town Commission (LBK): Commissioners Debbie Murphy, Penny Gold, Debra Williams, B.J. Bishop, Gary Coffin

Venice City Council: Council Members Joan Farrell, Rachel Frank, Rick Howard, Ron Smith, Helen Moore

1. **WELCOME/PLEDGE/INTRODUCTIONS** (Agenda Item #1)

SBSC Chair Rose called the meeting to order at the Suncoast Technical College (STC) in the Conference Center located at 4748 Beneva Road, Sarasota, Florida, at 9:00 a.m., followed by the Pledge of Allegiance, and welcoming of the County, City, Town Commissioners/Council Members, School Board Members, and Representatives to the annual Convocation of Governments (COG) Meeting.

Attendees from the County, City, Town Commissioners/Council Members, School Board Members, and Representatives introduced themselves.

2. **CONVOCATION GOALS AND AGENDA** (Agenda Item #2)

SBSC Chair Rose reviewed the Convocation Goals and Agenda for the COG Meeting which included presentations and discussions.

3. **OPEN TO THE PUBLIC** (Agenda Item #3)

Speaker: Linda Kitch

4. **HISTORY OF SUCCESSFUL JOINT USE COLLABORATION** (Agenda Item #4)

Diane Cominotti, Director of Planning, spoke before the Bodies and referred to a PowerPoint presentation displayed on the projector entitled "*A History of Successful Joint Use Collaboration*". The presentation provided an overview of the amended 2008 agreement between the Sarasota County Commission and all the legislative bodies of the municipalities including the Town of Longboat Key, the City of North Port, the City of Sarasota, the City of Venice, and the School Board of Sarasota County.

Examples included: Englewood Park, Athletic Facilities, Tatum Ridge Soccer Fields, Shannon Staub Library, Regional Fire Academy, North Port High School Performing Arts Center, Glenallen Soccer Complex, STC North Port Conference Center, Heron Creek Middle School Parking for Butler Park, Venice Performing Arts Center, and the Rededication of School Avenue.

Questions/recommendations posed were addressed by SBSC Board Chair Rose.

5. **AFFORDABLE HOUSING** (Agenda Item #5)

Marlon Brown, City Manager-Sarasota, presented a brief history of affordable housing in the community and the future affordable housing opportunities in the city.

Steven Cover, Planning Director – City of Sarasota, presented a PowerPoint presentation. The attainable housing update included explanation of Accessory Dwelling Units (ADUs), Cottage Court Housing, density incentives for zone districts, reduce parking requirements city wide, expedited permit review, multimodal transportation impact fees discount/deferral, inventory of locally owned surplus public lands suitable for attainable housing, and implement workforce housing overlay district ('Missing Middle'). Detailed how downtown allows up to 4x the maximum base density when attainable housing is provided on-site for parcels with a Downtown Bayfront, Downtown Core, and Urban Edge Future Land Use classifications. Commercial Corridors and Commercial Centers allow for an attainable housing density bonus up to 3x above base density of Urban Mixed-Use FLU classification; created new Urban Mixed-Use FLU classification providing for mixed-use development designated generally at commercial centers and along commercial corridors; and creating 3 new Urban Mixed-Use zone districts to implement the FLU classification.

Questions/recommendations posed were addressed by Steven Cover and Marlon Brown.

6. **CITY OF NORTH PORT** (Agenda Item #6)

City of North Port City Manager, Jerome Fletcher, spoke before the Bodies regarding the following:

- Traffic signal analysis was completed and showed a need for a new signal at North Port High School across from Heron Creek Middle School on Price Boulevard. Vendor has been selected and construction will start in June 2024.
- STC Expansion Project – need for Phase 3 to occur.

SCSB Chair Rose commented that the School Board is behind this project.

7. **CITY OF SARASOTA** (Agenda Item #7)

City of Sarasota City Manager, Marlon Brown, spoke before the Bodies regarding the following:

- Recycling in the schools
- Affordable Housing
- Skill Trades in North Sarasota

SCSB Chair Rose commented on the recycling in the schools and would like to discuss skill trades at a Board work session. Superintendent Connor commented that the students are interested in a recycling program and the district will explore this topic, along with attainable housing.

The Superintendent and Dr. DiPillo have discussed how to continue to expand high-wage/high-demand relative CT workforce development within the district, focusing on north county.

Apprenticeship opportunities are also an interest of all the County, City, Town Commissioners/Council Members.

There is a huge demand for nursing with the hospitals being constructed and future ones. Superintendent Connor said the Board is in favor of accelerating the STC healthcare expansion.

8. **SARASOTA COUNTY GOVERNMENT** (Agenda Item #8)

Sarasota County Administrator, Jonathan Lewis, spoke before the Bodies regarding the following:

- BCC Commission adopted the Strategic Plan priorities for the year and many affect school facilities, planning, land use, etc.
- Water Supply
- Affordable Housing
- Hi Hat Planning
- River Road – south of 41
- Fire Academy – School District support of this facility
- Evacuation Centers – schools being built, options for evacuation centers

9. **CITY OF VENICE** (Agenda Item #9)

City of Venice Assistant City Manager, James Clinch, spoke before the Bodies, thanked the SBSC for hosting and stated that this is considered an important annual meeting to discuss governmental topics and spoke regarding the following:

- Evacuation Shelters
- Venice High School population/future plans
- Great collaboration projects over the years
- Listed the many every-day partnerships with the local schools

Joe Neunder commented that students should have an opportunity to see all the amazing facilities in our County by way of tours, internships, etc. A new mosquito facility is being built at Honore and Laurel Road.

10. **TOWN OF LONGBOAT KEY** (Agenda Item #10)

Longboat Key (LBK) Town Manager, Howard Tipton, spoke before the Bodies regarding the following:

- Recycling – students need to learn business side of the business, too
- Local Government Week with students from school
- Public Safety Training
- Hospitality Training (Ex.: St. Regis Resort)
- Library collaboration

11. **OTHER BUSINESS** (Agenda Item #11)

An invitation was made to the group to attend an Open House in North Port to tour the new training facility for first responders (10:00 a.m. – 2:00 p.m.)

Another advantage for students to tour the local facilities educates them to learn more about the local governments.

A Referendum ballot item is slated to be on the November 2024 General Election.

STC has a partnership with Manatee Technical Institute for an aviation maintenance program. There was a groundbreaking ceremony at the airport and planning is still in the process.

Work base learning includes paid internships, unpaid internships, apprenticeships, etc.

SBSC Chair Rose thanked everyone for attending and for the extraordinarily great opportunity to discuss initiatives and future items, the Suncoast Technical College (STC) Culinary Arts Program Chef and students, STC for the use of the Conference Center, and SBSC staff for coordinating today's event.

The next Convocation Meeting is January 17, 2025 at Suncoast Technical College.

12. **ADJOURNMENT** (Agenda Item #12)

**The Chair adjourned the Convocation of Governments Meeting (COG) at 10:10 a.m.**

We certify that the foregoing minutes are a true account of the Convocation of Governments Meeting held on January 19, 2024 and approved at the Regular Board Meeting on February 6, 2024.

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Terrence Connor, Secretary

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Karen Rose, Chair



**February 6, 2024 Board Meeting**  
Agenda Item 6.

**Title**  
APPROVAL OF INSTRUCTIONAL/CLASSIFIED PERSONNEL REPORT

**Description**  
The Human Resources Instructional/Classified Personnel Report has been added to the agenda item for approval.

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**  
That the Human Resources Instructional/Classified Personnel Report be approved as presented.

**Contact Information**  
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**Financial Impact**

<b><u>ATTACHMENTS:</u></b>		
Description	Upload Date	Type
<a href="#">Board - February 6, 2024 (Regular)</a>	1/29/2024	Cover Memo
<a href="#">Board - February 6, 2024 (Addendum)</a>	2/2/2024	Cover Memo

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Appointment - 2324FY</b>				
Cadenas Alvarez, Laura		Transportation Department Bus Aide/Bus Attendant (SSP06)	Replacement for: Shaney Sorey	January 9, 2024
Ford, Synthea		Booker Middle Food Service Assistant I (SSP02)	Replacement for: Shanice Ruano	January 8, 2024
Nunn, Shenna		Booker Middle Food Service Assistant I (SSP02)	Within budget allocation	January 22, 2024
Powers, Lisa		McIntosh Middle Food Service Assistant I (SSP02)	Replacement for: Leticia Rodriguez	January 22, 2024
Royle, Nicole		Booker High Campus Security Aide (SSP07)	Replacement for: James Conaway	January 19, 2024
White, Aimee		Student Services Sec, Pupil Personnel Svc (SSP06)	Replacement for: Margareta Djakov	January 29, 2024
<b>Appointment - 2324FY Correction</b>				
Noriega, Shaun		Venice Middle Teacher, Language Arts, Mid/Jr (Out-of-Field ESOL End. & M.G. English) (perf pay)	Detail: Out-of-Field	January 10, 2024
<b>Appointment - 2324FY Out-of-Field</b>				
Emmerson, Rachel		Venice Middle Teacher, Language Arts, Mid/Jr (Out-of-Field ESOL End.) (perf pay)	Within budget allocation	January 29, 2024
<b>Begin Active Status/Return to Duty - 2324FY</b>				
Dougherty, Elizabeth	Glenallen Elementary	ESE Paraprofessional Cluster Aide	Returning to duty from leave	January 8, 2024
Evans, Alyson	Booker High	Teacher, Art-SH	Returning to duty from leave	January 8, 2024
Gorski, Lauren	Brookside Middle	Parapro Aide Behavior Technician	Returning to duty from leave	January 16, 2024
Hand, Brianna	Woodland Middle	Teacher, ESE Varying Except.	Returning to duty from leave	January 16, 2024
Myers, James	Facilities Services	Grounds Helpers	Returning to duty from leave	January 9, 2024
Snyder, Allyn	Student Services	School Psychologist, 10 Month	Returning to duty from leave	January 8, 2024



# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Begin Active Status/Return to Duty - 2324FY</b>				
Tully, Calyn	Human Resources Department Human Resources Generalist		Returning to duty from leave	February 5, 2024
<b>Begin Active Status/Return to Duty - 2324FY Out-of-Field</b>				
Collins, Alene	Cranberry Elementary Teacher, Grade 2 (Out-of-Field ESOL End.)		Returning to duty from leave	January 22, 2024
Schools, Desiree	Glenallen Elementary Teacher, EBD (Out-of-Field ESOL End.)		Returning to duty from leave	January 8, 2024
<b>Change of Status/Transfer - 2324FY</b>				
Chapman, Kevin	Transportation Department Bus Driver (8 hrs)	Transportation Department Bus Driver (7 hrs)	Within budget allocation	January 19, 2024
Harris, Dianne	Transportation Department Bus Aide/Bus Attendant (SSP06)	Transportation Department Bus Driver (SSP11)	Within budget allocation	January 19, 2024
Jarvis, Steven	Transportation Department Bus Aide/Bus Attendant (6 hrs)	Transportation Department Bus Aide/Bus Attendant (7 hrs)	Within budget allocation	January 12, 2024
Laskar, Irma	Facilities Services (Glenallen) 12 Month Custodian	Facilities Services (Glenallen) Lead Custodian 12 Month	Within budget allocation	January 10, 2024
Lieu, Kevin	Safety & Security/School Police Campus Security Aide	Pine View School Campus Security Aide	Replacement for: Edward Leduc	January 23, 2024
Rose, Susan	Facilities Services (Garden) Head Custodian	Facilities Services (Englewood) Head Custodian	Replacement for: Thomas Miller	January 24, 2024
Scarvelli III, Carmello	Transportation Department Bus Driver in training (SSP06)	Transportation Department Bus Driver (SSP11)	Within budget allocation	January 17, 2024
Shelton, Mary	Woodland Middle ESE Paraprofessional Cluster Aide 196 (SSP07)	North Port High ESE Aide 186 (SSP05)	Replacement for: Myrta Ortiz	January 26, 2024
Wagner, Carly	Transportation Department Bus Aide/Bus Attendant (7 hrs)	Transportation Department Bus Aide/Bus Attendant (8 hrs)	Within budget allocation	January 8, 2024
Worrell, Enrico	Transportation Department Bus Driver (6 hrs)	Transportation Department Bus Driver (7 hrs)	Within budget allocation	January 12, 2024

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Change of Status/Transfer - 2324FY Out-of-Field</b>				
Arias, Stephanie	Gocio Elementary Teacher, ESE Varying Except.	Gocio Elementary Teacher, ESE Varying Except (Out-of-Field ESE K-12)	Detail: Out-of-Field	August 3, 2023
Tracy, Tylar	Woodland Middle Teacher, Science, Mid/Jr	Woodland Middle Teacher, Science, Mid/Jr (Out-of-Field Gifted End.)	Detail: Out-of-Field	August 3, 2023
<b>Change of Status/Transfer - 2324FY Transportation Bid Meeting Results</b>				
Ball, Kristine	Transportation Department Bus Driver (6 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	January 19, 2024
Chinea-Maldonado, Dadyanna	Transportation Department Bus Driver (5 hrs)	Transportation Department Bus Driver (7 hrs)	Within budget allocation	January 19, 2024
Clayton, Destin	Transportation Department Bus Aide/Bus Attendant (7 hrs)	Transportation Department Bus Aide/Bus Attendant (8 hrs)	Within budget allocation	January 19, 2024
Colon, Jason	Transportation Department Bus Driver (5 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	January 19, 2024
Lloyd, Aerion	Transportation Department Bus Aide/Bus Attendant (8 hrs)	Transportation Department Bus Aide/Bus Attendant (6 hrs)	Within budget allocation	January 19, 2024
Sokol, Oleg	Transportation Department Bus Driver (8 hrs)	Transportation Department Bus Driver (7 hrs)	Within budget allocation	January 19, 2024
<b>Extra Duty Days - 2324FY</b>				
Dembinski, Mary	Venice High Teacher, Family & Cons. Science		Detail: Teaching during planning 98 Days (1 hr)	December 13, 2023
Velez Guzman, Jose	Venice High Teacher, Foreign Lang, Senior		Detail: Teaching during planning 98 Days (1 hr)	December 13, 2023
<b>Leave - 2324FY</b>				
Chatfield, Joseph	Oak Park School ESE Paraprofessional Aide		Medical January 9, 2024 - February 9, 2024	
Chipurnoi, Michala	Gulf Gate Elementary Teacher, ESE Varying Except.		Medical January 23, 2024 - February 13, 2024	

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Leave - 2324FY</b>				
Curtiss, Allen	Venice High Teacher, Reading, Senior High		Medical January 8, 2024 to January 29, 2024	
Dailey, Sherri	Facilities Services (Phillippi Shores) 12 Month Custodian		Medical (Relative) January 8, 2024 - January 30, 2024	
Dougherty, Elizabeth	Glenallen Elementary ESE Paraprofessional Cluster Aide		Medical November 28, 2023 - December 22, 2023	
Edwards, Joanna	Venice High Para Aide III, In School Susp		Birth of Child/Adoption/Foster Care February 5, 2024 - May 6, 2024	
Garcia, Rosa	Facilities Services (Sarasota High) 12 Month Custodian		Medical (Relative) November 6, 2023 - February 6, 2024	
Grabel, Samuel	Facilities Services 12 Month Custodian		Medical January 11, 2024 - February 5, 2024	
Gutierrez Chacin, Estefany	Oak Park School ESE Paraprofessional Aide		Birth of Child/Adoption/Foster Care January 16, 2024 - February 29, 2024	
Keane, Marlene	Tatum Ridge Elementary Food Service Assistant I		Medical January 8, 2024 - April 1, 2024	
Manson, Patricia	Oak Park School ESE Paraprofessional Aide		Medical December 14, 2023 - March 7, 2024	
Mercier, Tiffany	Phillippi Shores Elementary Teacher, Grade 5		Medical January 8, 2024 - January 31, 2024	
Moser, Peter	Brookside Middle Teacher, Mathematics, Mid/Jr		Birth of Child/Adoption/Foster Care December 14, 2023 - March 28, 2024	
Myers, James	Facilities Services Grounds Helper		Medical November 17, 2023 - January 8, 2024	
Nipirakis, Jessica	Gulf Gate Elementary Teacher, Grade 3		Birth of Child/Adoption/Foster Care January 22, 2024 - April 22, 2024	
Pitre-Zampol, Tiffany	Pupil Support Services Speech/Language Pathologist		Personal January 24, 2024 - May 29, 2024	

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Leave - 2324FY</b>				
Seekford, Ronald	Transportation Department Bus Driver		Medical January 8, 2024 - March 28, 2024	
Staffiles, Despina	Gulf Gate Elementary ESE Liaison		Birth of Child/Adoption/Foster Care January 16, 2024 - April 16, 2024	
Thomas, Jennica	North Port High Counselor, Senior High School		Birth of Child/Adoption/Foster Care February 20, 2024 - April 23, 2024	
Williams, Betsy	Brentwood Elementary Clinic Attendant/Health Aide		Medical November 9, 2023 - April 9, 2024	
<b>Leave - 2324FY (Currently on LOA)</b>				
Costanza, Kelly	Heron Creek Middle Food Service Assistant I		Medical (extension) February 6, 2024 - May 2, 2024	
<b>Resignation - 2324FY</b>				
Berger, Frank	Materials Management Purchasing Buyer		Personal	February 8, 2024
Bevard, Tina	Booker High Teacher, Mathematics, SH		Moving away from the area	February 2, 2024
Deller, Charlotte	Woodland Middle Teacher, Mathematics, Mid/Jr		Moving away from the area	January 18, 2024
Eddy, Jace	Triad Counselor, Other Type School		Personal	January 31, 2024
Graber, Scott	Suncoast Technical College Teacher, Public Service 240		Personal	February 2, 2024
Griggs, Doney	Suncoast Technical College Bookkeeper, Multi Grade - 12 Month		Personal	February 2, 2024
Howell, Shavion	Booker High Para Aide III, In School Susp		Personal	January 30, 2024
Nunn, Shenna	Booker Middle Food Service Assistant I		Detail: Conclusion of Employment	January 22, 2024
Pereira Figueroa, Victoria	Alta Vista Elementary Para Aide III, ESOL Elem		Personal	January 24, 2024
Reynolds, Jacqueline	Suncoast Technical College Receptionist, School		Personal	February 2, 2024

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Regular

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Resignation - 2324FY</b>				
Roberts, Kristal	Ashton Elementary Food Service Assistant I		Personal	January 26, 2024
Rodriguez, JoAnn	Venice High Food Service Assistant I		Moving away from the area	February 8, 2024
Tremblay, Michel	North Port High Teacher, Foreign Lang, Senior		Taking a job in education outside of Florida	February 2, 2024
Veno, Jason	Facilities Services (Englewood Elementary) 12 Month Custodian		Personal	December 21, 2023
Vu, Vincent	Facilities Services A/C Maintenance Mechanic		Personal	January 8, 2024
Wagner, Carly	Transportation Department Bus Aide/Bus Attendant		Within budget allocation	January 22, 2024
<b>Retirement - 2324FY DROP Program-(Correction)</b>				
Adams, Pamela	Transportation Department Bus Driver		Change DROP ation effective date from: April 30, 2028 to February 2, 2024	
Ferebee, Ethel	Transportation Department Bus Driver		Change DROP termination effective date from: September 30, 2024 to September 30, 2027	
Hampton, Don	Facilities Services Director Maintenance		Change DROP termination effective date from: November 30, 2024 to June 28, 2024	
Maas-Lyon, Susan	Venice Middle Teacher, Soc Studies, Mid/Jr		Change DROP termination effective date from: June 30, 2026 to May 29, 2024	
<b>Substitute/Contracted Services - While on Leave - 2324FY</b>				
Porter, Tyler	Information Technology System Administrator I			January 24, 2024
<b>Transfer of Sick Days/Hours - 2324FY</b>				
Beese, Robert	Facilities Services 12 Month Custodian		Detail: Transfer 13 Days to Calyn Tully	January 17, 2024

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status:

Addendum 1

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Appointment - 2324FY</b>				
Aguilera Contreras, Monserrat		Englewood Elementary ESE Aide (SSP05)	Replacement for: Jennifer Michalak	January 16, 2024
Azouz, Margaret		Oak Park School ESE Paraprofessional Aide (SSP07)	Replacement for: Lisa Watson	January 30, 2024
Brown, Susan		Fruitville Elementary Registrar (SSP08)	Replacement for: Janet Augello	February 5, 2024
Cheaves, Tania		Oak Park School ESE Paraprofessional Aide (SSP07)	Replacement for: Fleetwill Hernandez	January 9, 2024
Clayton, Christopher		Tatum Ridge Elementary ESE Paraprofessional Cluster Aide (SSP07)	Replacement for: Linda Hoffman	January 23, 2024
Coleman, Petrina		Booker Middle Teacher, Grade 6 (perf pay)	Within budget allocation	January 8, 2024
Cook, Chadd		Facilities Services Carpenter (SSP10)	Replacement for: Keefe Aspinall	January 31, 2024
De Long, Angela		Safety & Security/School Police School Resource Officer (SRO)	Replacement for: Joseph Carolan	January 29, 2024
Gonzalez, Maria		Booker High Teacher, Foreign Lang, Senior (perf pay)	Replacement for: Lordia Urquiza	February 5, 2024
Gray, Donna		Booker High Teacher, Science, Senior High (perf pay)	Replacement for: Victoria Medina	January 25, 2024
Graziadei, David		Booker High School Resource Officer (SRO)	Replacement for: Mary Thoroman	February 5, 2024
Hawran, Brian		McIntosh Middle Teacher, Mathematics, Mid/Jr (perf pay)	Replacement for: Sarah Harris	January 16, 2024
Kaya, Serkan		Safety & Security/School Police School Resource Officer (SRO)	Replacement for: Amy Jundi	February 5, 2024
Kruse, Keri		McIntosh Middle Nurse, Licensed Practical (SSP10)	Replacement for: Stephanie Moss	January 25, 2024

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status:

Addendum 1

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Appointment - 2324FY</b>				
Larger, Thomas		Venice Middle Teacher, Music, Mid/Jr (perf pay)	Replacement for: Ian Ackroyd	February 5, 2024
Luper, Bernadette		Bay Haven School of Basics Plus Cafeteria Aide (SSP01)	Replacement for: Myrian Martinez Barboza	January 16, 2024
McGoldrick, Ryan		Booker High Teacher, Science, Senior High (perf pay)	Replacement for: Charlie Carver	January 25, 2024
Rodriguez De Rivera, Clara		Transportation Department Bus Aide/Bus Attendant (SSP06)	Replacement for: Larry Pontious JR	February 12, 2024
Sanchez Cuevas, Hilda		Oak Park School Separate Day School CNA/Student Care Assistant (SSP09)	Within budget allocation	January 19, 2024
Warner, Regina		Career & Technical Education Secretary/Bookkeeper (SSP09)	Replacement for: Beltheia Feltner	January 29, 2024
Wiedeman, Bonnie		Oak Park School ESE Paraprofessional Aide (SSP07)	Replacement for: Catherine Graham	January 31, 2024
Workman, Sarah		Pine View School Safe School Liaison (perf pay)	Within budget allocation	January 24, 2024
<b>Appointment - 2324FY Out-of-Field</b>				
Myers, Morgan		Tuttle Elementary Teacher, Title I, Elementary (Out-of-Field ESOL End.) (perf pay)	Replacement for: Robin Prucha	January 30, 2024
<b>Begin Active Status/Return to Duty - 2324FY</b>				
Aljallad, Maha	Oak Park School Food Service Assistant I		Returning to duty from leave	January 8, 2024
Anderson, Chelsea	Alta Vista Elementary Teacher, Grade 1		Returning to duty from leave	February 1, 2024
Cory, Colleen	Riverview High Teacher, Art-SH		Returning to duty from leave ERFL	January 8, 2024
Cultrera, Ryan	Information Technology Support Professional		Returning to duty from leave	January 31, 2024

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Addendum 1

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Begin Active Status/Return to Duty - 2324FY</b>				
Dirkx, Jeffry	Facilities Services 12 Month Custodian		Returning to duty from leave	January 31, 2024
Gay, Elizabeth	Fruitville Elementary Para Aide III, PE Elem		Returning to duty from leave ERFL	January 29, 2024
Mendenhall, Kyle	Sarasota High Teacher, Mathematics, SH		Returning to duty from leave	January 16, 2024
Mercier, Tiffany	Phillippi Shores Elementary Teacher, Grade 5		Returning to duty from leave	February 1, 2024
Nadeau, Jeanne	Lakeview Elementary Cafeteria Aide		Returning to duty from leave	February 1, 2024
Obendorf, Kathleen	Sarasota High Registrar, 12 Month		Returning to duty from leave	January 16, 2024
Tejada, Ana	Tuttle Elementary Teacher, Pre-K VE		Returning to duty from leave	January 23, 2024
<b>Change of Status/Transfer - 2324FY</b>				
Clark, Gabriella	Materials Management Records Technician/Record Ret (SSP08)	Transportation Department Administrative Assistant III (SSP09)	Replacement for: Lori Donahue	February 5, 2024
Grinstead JR, Thomas	Transportation Department Bus Driver (6 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	January 25, 2024
Grinstead, Kimberly	Transportation Department Bus Aide/Bus Attendant (6 hrs)	Transportation Department Bus Aide/Bus Attendant (8 hrs)	Within budget allocation	January 25, 2024
Maurer, Matthew	Ashton Elementary TOSA - School Administration 196 (perf pay)	Brentwood Elementary Assistant Principal - Elementary, 11 Month (AP salary range)	Replacement for: Holly Brody	February 12, 2024
<b>Change of Status/Transfer - 2324FY Out-of-Field</b>				
Hunter, Joshua	Venice High Teacher, PE, SH	Venice High Teacher, PE, SH (Out-of-Field Health K-12)	Detail: Out-of-Field	August 3, 2023
<b>Extra Duty Days - 2324FY</b>				
Barrett, Brian	Sarasota High Teacher, ESE Varying Except.		Detail: Hospital Homebound 29244 30 Days (2 hrs) and Planning 30 Days (.5 hr)	January 8, 2024



# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Addendum 1

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Extra Duty Days - 2324FY</b>				
Bono, Paul	Venice High Teacher, Language Arts, SH		Detail: Hospital homebound instruction 29239 60 Days (2 hrs) and Planning 30 Days (1 hr)	October 6, 2023
Copley Pomerleau, Cymon	North Port High Teacher, Social Studies, SH		Detail: Hospital homebound instruction 29167 46 Days (2 hrs) and Planning 23 Days (1 hr)	November 28, 2023
Feaster, Kevin	Tatum Ridge Elementary Teacher, Grade 4		Detail: Hospital Homebound 29261 38 Days (1.5 hrs) and Planning 19 Days (1 hr)	January 8, 2024
Hazuda, Steven	Riverview High Teacher, Intellectual Disabilities		Detail: Jail Instruction for R.W. 20 Days (5 hrs)	January 8, 2024
Heenan, Patricia	Student Services School Psychologist, 10 Month		Detail: Psychological duties 44 Days (8 hrs)	December 13, 2023
Kahler, Jeffrey	Suncoast Polytechnical High Teacher, Social Studies, SH		Detail: Hospital homebound instruction 29246 96 Days (1 hr) and Planning 24 Days (1 hr)	December 14, 2023
Kahler, Jeffrey	Suncoast Polytechnical High Teacher, Social Studies, SH		Detail: Hospital homebound instruction 29250 96 Days (1 hr) and Planning 24 Days (1 hr)	December 13, 2023
Murray Holtby, Kristy	Venice High Teacher, Foreign Lang, Senior		Detail: Hospital Homebound 29247 50 Days (2 hrs) and Planning 25 Days (1 hr)	November 9, 2023
Murray Holtby, Kristy	Venice High Teacher, Foreign Lang, Senior		Detail: Hospital Homebound 29248 36 Days (2 hrs) and Planning 18 Days (1 hr)	January 8, 2024
Nelson, Shannon	Sarasota High ESE Liaison		Detail: Hospital Homebound 29230 43 Days (2 hrs) and Planning 43 Days (.5 hr)	December 7, 2023
Powers, Susan	Cranberry Elementary Teacher, Grade 1		Detail: Hospital Homebound 29269 38 Days (2 hrs) and Planning 19 Days (1 hr)	January 8, 2024

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Addendum 1

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Extra Duty Days - 2324FY</b>				
Summerlee, Elizabeth	Taylor Ranch Elementary TOSA - School Administration		Detail: Jail Instruction for A.M. 20 Days (5 hrs)	January 8, 2024
Swirles, Scott	Sarasota High Teacher, Social Studies, SH		Detail: Hospital Homebound 29240 38 Days (2 hrs) and Planning 38 Days (.5 hr)	January 8, 2024
Swirles, Scott	Sarasota High Teacher, Social Studies, SH		Detail: Hospital Homebound 29241 38 Days (2 hrs) and Planning 38 Days (.5 hr)	January 8, 2024
<b>Leave - 2324FY</b>				
Anthofer, Mark	Materials Management Print Services Technician		Medical January 24, 2024 - April 24, 2024	
Bivin, Brooke	Lamarque Elementary ESE Paraprofessional Cluster Aide		Personal January 16, 2024 - May 29, 2024	
Cerny, Eden	Atwater Elementary Teacher, Grade 4		Birth of Child/Adoption/Foster Care March 18, 2024 - May 29, 2024	
Curtiss, Jerry	Transportation Department Bus Driver		Medical January 8, 2024 - May 27, 2024	
Etienne, Magda	Booker High Secretary, School		Birth of Child/Adoption/Foster Care February 7, 2024 - April 8, 2024	
Fehr, Barbara	Fruitville Elementary Teacher, Grade 5		Medical February 5, 2024 - May 3, 2024	
Gross, Amy	Taylor Ranch Elementary Speech/Language Pathologist		Medical January 8, 2024 - January 18, 2024	
Hoffman, Linda	Tatum Ridge Elementary ESE Aide		Medical (Relative) January 16, 2024 - May 29, 2024	
Kracke, Melissa	Riverview High Bookkeeper Assistant		Medical October 30, 2023 - December 22, 2023	
Lay, Keisha	Laurel Nokomis School Teacher, Kindergarten		Birth of Child/Adoption/Foster Care March 18, 2024 - May 29, 2024	

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Addendum 1

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Leave - 2324FY</b>				
Lundgren, Cady	Lamarque Elementary Food Service Assistant I		Medical January 26, 2024 - April 12, 2024	
Peralta, Jacqueline	Heron Creek Middle ESE Paraprofessional Aide		Birth of Child/Adoption/Foster Care January 12, 2024 - February 22, 2024	
Petz, Rebecca	Gulf Gate Elementary Teacher, Autistic		Birth of Child/Adoption/Foster Care January 16, 2024 - March 15, 2024	
Slessor, Brandon	Oak Park School Teacher, ESE Varying Except.		Medical November 9, 2023 - May 29, 2024	
Van Buskirk, Samantha	Toledo Blade Elementary Teacher, Grade 4		Birth of Child/Adoption/Foster Care April 1, 2024 - May 29, 2024	
<b>Leave - 2324FY (Currently on LOA)</b>				
Andrews, Mary	Lakeview Elementary Teacher, Grade 5		Medical (extension) January 31, 2024 - May 29, 2024	
Chatfield, Joseph	Oak Park School ESE Paraprofessional Aide		Medical (extension) February 12, 2024 - April 5, 2024	
Cox, Lucretia	Tatum Ridge Elementary Teacher, Grade 2		Medical (extension) January 31, 2024 - May 29, 2024	
Neff, Amanda	Glenallen Elementary Teacher, Grade 2		Medical (extension) January 11, 2024 - May 29, 2024	
Williams, Kimberly	Venice Elementary Teacher, Grade 3		Medical (extension) January 22, 2024 - January 26, 2024	
<b>Leave - 2324FY Correction</b>				
Kovalsky, Taylor	Transportation Department Bus Aide/Bus Attendant		Birth of Child/Adoption/Foster Care January 8, 2024 - March 4, 2024	
<b>Leave - 2425FY</b>				
Nasby, Karly	Bay Haven School of Basics Plus Teacher, Kindergarten		Child Care August 5, 2024 - May 30, 2025	
<b>Leave - 2425FY Delete</b>				
Lennon, Kathryn	Bay Haven School of Basics Plus Teacher, Grade 4		Personal July 1, 2024 - June 30, 2025	

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status: Addendum 1

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Resignation - 2324FY</b>				
Abner, Chacandace	Emma E. Booker Elementary Cafeteria Aide		Detail: Conclusion of Employment	January 17, 2024
Anderson, Jennifer	Deputy Superintendent - Chief Academic Officer Coordinator, Volunteer & Partnership Pgm		Personal	January 19, 2024
Bianchi, Cinderella	Booker Middle Receptionist, School		Personal	February 23, 2024
Gonzalez Castro, Indira	Oak Park School ESE Paraprofessional Aide		Personal	January 18, 2024
Gosman, Savannah	Emma E. Booker Elementary Nurse, Licensed Practical		Personal	January 30, 2024
Hudson, Pamela	Venice High Teacher, Health Science Educ.		Personal	February 23, 2024
Kiernan, Paul	Safety & Security/School Police Campus Security Aide		Personal	January 26, 2024
Mikhonova, Olga	Transportation Department Bus Driver		Personal	January 29, 2024
Pal, Natalia	Phillippi Shores Elementary Para Aide III, Elem		Taking a job in education in Florida	January 16, 2024
Vick Anderson, Taylor	Sarasota Middle Para Aide III, PE - Mid Schl		Detail: Conclusion of Employment	January 31, 2024
Williams, Renee	Lamarque Elementary Registrar Assistant/Admin. Asst. II		Personal	January 26, 2024
Winnett, Amber	Gulf Gate Elementary ESE Paraprofessional Cluster Aide		Personal	January 31, 2024
<b>Retirement - 2324FY</b>				
Leroy, Maryann	Cranberry Elementary Teacher, Pre-K VE		Years of Service: 20	May 29, 2024
<b>Retirement - 2324FY DROP Program - Pending FRS Approval</b>				
Amann, Maurine	Brentwood Elementary Teacher, Grade 5		Years of Service: 13	December 31, 2031
Cunningham, Karen	Fruitville Elementary Teacher, Gifted		Years of Service: 34	December 31, 2031

# Superintendent's Personnel Report

Item #:

Board Date: February 6, 2024

Status:

Addendum 1

Name	Current Assignment	New Assignment	Explanation	Effective Date
<b>Retirement - 2324FY DROP Program - Pending FRS Approval</b>				
Foreman, Gail	Booker High Teacher, Social Studies, SH		Years of Service: 24	December 31, 2031
Lee, John	Facilities Services (Garden Elementary) Lead Custodian 12 Month		Years of Service: 30	December 31, 2031
Mayes, Catherine	Tatum Ridge Elementary ESE Aide		Years of Service: 34	December 31, 2031
Millbourn, Mary Lisa	Oak Park School Speech/Language Pathologist		Years of Service: 25	December 31, 2031
O'Brien, Kelly	Tatum Ridge Elementary Teacher, Grade 1		Years of Service: 34	December 31, 2031
<b>Retirement - 2324FY DROP Program-(Correction)</b>				
Crooke, Victoria	Wilkinson Elementary Teacher, Title I, Elementary		Change DROP termination effective date from: June 30, 2026 to August 1, 2024	
Wagoner, David	Sarasota Middle ESE Aide		Change DROP termination effective date from: April 30, 2024 to April 30, 2027	
Walls-Leverett, Beverly	Transportation Department Bus Driver		Change DROP effective date from: August 31, 2027 to August 31, 2030	
<b>Substitute/Contracted Services - While on Leave - 2324FY</b>				
Callahan, Lindsey	Wilkinson Elementary Teacher, Grade 3			January 18, 2024
Gay, Elizabeth	Fruitville Elementary ESE Paraprofessional Aide			January 18, 2024
<b>Transfer of Sick Days/Hours - 2324FY</b>				
Mulligan, Anna	Financial Services Accountant, Payroll		Detail: Transfer 13 Days to John Mulligan	January 19, 2024
Perkins, Robert	Sarasota High Teacher, ESE Varying Except.		Detail: Transfer 2 Days to Maureen Perkins	December 6, 2023



**February 6, 2024 Board Meeting**  
**Agenda Item 7.**

**Title**

APPROVAL OF THE CONSENT TO ASSIGNMENT BETWEEN THE UNIVERSITY OF PHOENIX AND SARASOTA COUNTY SCHOOLS

**Description**

The Consent to Assignment transfers the affiliation agreement between University of Phoenix to Four Three Education, Inc., a non-profit that acquired substantial assets of University of Phoenix. This allows students pursuing education degrees at the University of Phoenix to continue completing classroom observations, field experiences and final clinical teaching internships, related to their classroom instruction and degree path, with the Sarasota County Schools.

**Gap Analysis**

Sarasota County Schools currently has an affiliation agreement with the University of Phoenix. This institution offers a Bachelor of Science in Education/Elementary Education, Master of Arts in Education/Elementary Teacher Education, Master of Arts in Education/Secondary Education, and a Master of Arts in Education/Special Education.

A partnership with the University of Phoenix, and its new owner Four Three Education, Inc., will allow us to provide clinical experiences to their students and provide us with the opportunity to “grow our own” educators through the different degree programs available at The University of Phoenix.

**Previous Outcomes**

We currently have an affiliation agreement with 14 institutions of higher learning and are currently hosting 20 clinical/final internships from seven of these institutions. Of the Fall 2023 Teaching internship Cohort, six of the eight teaching interns are currently employed by Sarasota County Schools.

**Expected Outcomes**

By preserving the affiliation agreement with The University of Phoenix, and its new owner Four Three Education, Inc., we will be increasing the pool of highly qualified applicants for vacant teaching positions.

**Strategic Plan Goal**

**Recommendation**

That the Assignment between University of Phoenix and Sarasota County Schools be approved as presented.

**Contact Information**

SETH GARDNER seth.gardner@sarasotacountyschools.net  
ALLISON FOSTER allison.foster@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">U. of Phoenix Consent to Assignment</a>	1/11/2024	Cover Memo
<a href="#">U of Phoenix Proof of Insurance</a>	1/11/2024	Cover Memo

Date: November 13, 2023

Re: Notice of Assignment of Affiliation Agreement with The University of Phoenix, Inc., including, without limitation, any amendments or renewals thereunder (the “**Agreement**”).

Dear Sir or Madam:

As you might have heard, the University of Phoenix is in the process of being acquired by a new nonprofit corporation, Four Three Education, Inc. (“**Four Three**”), and such process will result in Four Three acquiring substantially all the assets of the University of Phoenix (the “**Transaction**”). The sole member of Four Three is the Regents of the University of Idaho, and University of Phoenix will be affiliated with University of Idaho through the sole member relationship. For University of Phoenix, this Transaction marks a pivotal moment in the institution’s transformation and will empower the new University of Phoenix to further strengthen academic offerings, increase investments in student support services, and improve operational efficiencies.

As an important educational partner to the University of Phoenix, we are reaching out to you in an effort to make this transition as smooth as possible. In connection with the Transaction described above, the Agreement will be assigned from the University of Phoenix to Four Three, conditioned upon the closing of the Transaction (this “**Assignment**”). Pursuant to this Assignment, (a) University of Phoenix will assign, convey, sell, deliver and transfer to Four Three all of the rights, title, benefits, privileges and interest of University of Phoenix in and to the Agreement, effective as of the closing of the Transaction (“**Effective Date**”), and (b) Four Three will assume and agree to all obligations, duties and liabilities arising under the Agreement, as of the Effective Date of this Assignment.

Pursuant to the terms of the Agreement, the Assignment may be deemed an assignment or other transfer of the Agreement requiring consent to such assignment and transfer. Accordingly, we respectfully request that you hereby:

- (a) agree and consent to the assignment of the Agreement to Four Three in connection with the closing of the Transaction; and
- (b) waive any breach, default, right or obligation under the Agreement that may be triggered by the Transaction (including, without limitation, all notice or other procedural requirements set forth in the Agreement with respect to the Transaction).

This letter shall in no event be deemed an admission that your consent is required under the Agreement. Please sign below to indicate your acceptance of and agreement to the foregoing and return an executed copy as soon as possible.

After the Transaction closes, Four Three will continue to perform under the Agreement upon the same terms and conditions as currently provided in the Agreement. The Agreement will continue in full

force and effect after the closing of the Transaction. Should the Transaction not close, then this letter, including this Assignment, will be void and of no force and effect.

If you have any questions, please do not hesitate to contact me at [Amber.Guins@phoenix.edu](mailto:Amber.Guins@phoenix.edu). We appreciate your assistance and thank you in advance for your prompt attention to this request.

Sincerely,

**THE UNIVERSITY OF PHOENIX, INC.**

School Board of Sarasota County, Florida

By:



Pamela Roggeman, Dean College of Education

**ACCEPTED AND AGREED:**

Karen Rose

\_\_\_\_\_  
Chair

By: \_\_\_\_\_

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Name: \_\_\_\_\_  
Signed: MRM  
Date: December 21, 2023

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 205-414-8100 <b>FAX (A/C, No):</b> 205-414-8105 <b>E-MAIL ADDRESS:</b>	
License#: 79319 APOLEDU-01		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> University of Phoenix, Inc Apollo Education Group, Inc 4025 S. Riverpoint Pkwy Phoenix AZ 85040		<b>INSURER A:</b> Evanston Insurance Company	
		<b>INSURER B:</b> Everest Indemnity Insurance Co	
		<b>INSURER C:</b> Everest National Ins. Co.	
		<b>INSURER D:</b> XL Specialty Insurance Co	
		<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b>	
		35378	
		10851	
		10120	
		37885	

**COVERAGES****CERTIFICATE NUMBER:** 405459187**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse & <input type="checkbox"/> Molestation(SAM) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			RM8GL00001-231	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SAM LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			RM8CA00003-231	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XC3EX00183-231	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
C C C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	RM8WC00004-231 AOS RM8WC00005-231 MA, WI RM8WC00047-231 FL, ME, NJ	9/1/2023 9/1/2023 9/1/2023	9/1/2024 9/1/2024 9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Educators Legal Liability			ELU192318-23	9/1/2023	9/1/2024	Per Claim/Aggregate \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Students and Interns in the College of Education are included in the Professional Liability Policy.  
Certificate holder shall be additional insured as respects General Liability and Auto Liability as required by written contract.  
Waiver of Subrogation applies in favor of certificate holder as respects General Liability, Auto Liability and Workers Compensation as required by written contract. Subject to policy terms, conditions, and exclusions

**CERTIFICATE HOLDER****CANCELLATION**

School Board of Sarasota County 1960 Landings Blvd. Sarasota FL 34231	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**February 6, 2024 Board Meeting**  
Agenda Item 8.

**Title**

APPROVAL OF THE AFFILIATION AGREEMENTS BETWEEN GRAND CANYON UNIVERSITY AND THE SARASOTA COUNTY SCHOOL BOARD, FLORIDA

**Description**

The affiliation agreement will allow students pursuing education degrees at Grand Canyon University to complete classroom observations, field experiences and final clinical teaching internships, related to their classroom instruction and degree path, with the Sarasota County Schools.

**Gap Analysis**

Sarasota County Schools currently does not have an affiliation agreement with Grand Canyon University. This institution offers a Bachelor of Arts in Secondary Education, Bachelor of Science in Elementary Education, Master of Education.

A partnership with the Grand Canyon University will allow us to provide clinical experiences to their students and provide us with the opportunity to “grow our own” educators through the different degree programs available at Grand Canyon University.

**Previous Outcomes**

We currently have affiliation agreements with thirteen institutions of higher learning and are hosting twenty clinical/final internships from seven of these institutions for the Spring of 2024.

**Expected Outcomes**

An affiliation agreement with Grand Canyon University will increase the number of partnerships we have with institutions of higher learning, therefore increasing the pool of highly qualified applicants for vacant teaching positions.

**Strategic Plan Goal**

**Recommendation**

That the affiliation agreement between Grand Canyon University and Sarasota County Schools be approved as presented.

**Contact Information**

SETH GARDNER seth.gardner@sarasotacountyschools.net  
ALLISON FOSTER allison.foster@sarasotacountyschools.net  
CHRIS RENOUF chris.renouf@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description  
[GCU Agreement](#)

Upload Date  
1/24/2024

Type  
Cover Memo

## Field Placement Affiliation Agreement Between GCU and Sarasota County Schools

1. **PARTIES:** This Agreement (the "Agreement") is entered into on this 12/12/2023 day by and between Grand Canyon University ("GCU") and Sarasota County Schools located at 1960 Landings Blvd, Sarasota, FL 34231 hereafter referred to as the (the "District").
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in Practicum/Field Experience, Student Teaching, and/or Educational Administration Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 12/12/2023 and ends 12/8/2026.
4. **RESPONSIBILITIES OF THE DISTRICT:**
  - 4a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher ("Cooperating Teacher") or host mentor ("Mentor") that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendix).
  - 4b. The District shall ensure that the Cooperating Teacher/Mentor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor expectations are outlined in the applicable program manual. (See Appendix.)
  - 4c. The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.
  - 4d. The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate.
  - 4e. The District shall through the involvement of the Cooperating Teacher/Mentor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.
  - 4f. The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.
  - 4g. The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
  - 4h. The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.
  - 4i. The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).



4j. The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**5. RESPONSIBILITIES OF GCU:**

5a. GCU shall pay a \$500 stipend to Cooperating Teachers per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

5b. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

5c. GCU shall not provide compensation to Mentors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

5d. GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching or educational administration internships to evaluate a candidate's performance through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

5e. GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.

5f. GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

5g. GCU shall comply with all policies of GCU and the District that pertain to this Agreement.

5h. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**6. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES:** Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendix.) Failure to complete the requirements will result in non-placement of candidates.

**7. PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for Candidates. GCU may allow a Candidate to maintain a paid position during Student Teaching if deemed appropriate by the District and the role is in alignment to the Candidate's university program of study, setting and coursework requirements and desired certification. The Candidate must have an appropriately certified mentor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach in a paid position are reviewed by the College of Education on a case-by-case basis and are not guaranteed.

**8. INSURANCE AND LIABILITY:** GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

1. Commercial General Liability (Minimum Requirements):

Limits of Liability:



\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury/Advertising Injury  
\$5,000 Medical Payments

Coverage:

Premises/Operation Liability  
Medical Payments Liability  
Contractual Liability  
Personal Injury Liability  
Independent Contractors

2. Professional Liability, as related to Educational Services:

Limits of Liability:

\$1,000,000 Each wrongful act  
\$1,000,000 Aggregate

3. Automobile Liability:

Limits of Liability:

\$1,000,000 Combined Single Limit

4. Sexual Abuse or Molestation Liability:

Limits of Liability:

\$1,000,000 Each  
\$1,000,000 Aggregate

9. **FERPA:** GCU and the District agree to protect the candidate's and/or student's educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA") and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate's and/or student's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate's and/or student's prior written consent.

10. **CONFIDENTIALITY:** GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher/Mentor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher or Mentor shall be grounds for immediate termination of the field placement.

11. **INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

12. **USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY:** The District hereby grants GCU the right and license to publish and/or use District's logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right,



title, and interest in and to District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

13. **ASSIGNMENT:** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
14. **NOTICES:** Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

**Grand Canyon University**

COE Affiliations

[COEAffiliations@gcu.edu](mailto:COEAffiliations@gcu.edu)

Subject: Sarasota County Schools Affiliation Agreement Notification

**School/District Information**

Sarasota County Schools

1960 Landings Blvd

Sarasota, FL 34231

15. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by both parties.
16. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.
17. **PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between Candidates and the District shall be determined by the District according to its policies and agreements with the Candidates.
18. **INDEPENDENT CONTRACTOR:** The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.
19. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).
20. **GOVERNING LAW:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Florida, without giving effect to its conflict of laws rules.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

**Grand Canyon University**

By: 

Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 12/12/2023

**Sarasota County Schools**

By: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: December 12, 2023

**Appendix**

University Policy Handbook

Clinical Field Experience Handbook

Student Teaching/Clinical Practice Manual

Educational Administration Internship Manual





**February 6, 2024 Board Meeting**  
**Agenda Item 9.**

**Title**

APPROVAL OF THE CONTRACT BETWEEN THE SPEECH 101 THERAPY INC AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA FOR THE PURPOSE OF CONTRACTING SPEECH-LANGUAGE PATHOLOGIST POSITIONS

**Description**

The Speech 101 Therapy Inc. is a company that provides a qualified contracted speech-language pathology provider for Exceptional Student Education (ESE) to provide services based on Individual Education Plan (IEP) needs.

The district has also issued a bid for Speech, Occupational, Physical Therapy ESE services and other personnel (Bid #24-0026). 28 vendors were awarded on October 17, 2023, and the positions have not been able to be filled due to limited qualified applicants.

**Gap Analysis**

Currently, there are 3.6 SLP vacancies. The positions continue to be posted since the beginning of the summer with a limited applicant pool and are a critical shortage area position. These positions are essential to support student needs based on Individualized Education Plan (IEP) supports and services.

The district has also issued a bid for Speech, Occupational, Physical Therapy ESE services and other personnel (Bid #24-0026). 28 vendors were awarded on October 17, 2023, and the positions have not been able to be filled due to limited qualified applicants.

**Previous Outcomes**

SLP positions are difficult to fill. During the 22-23, 1.4 contractors were contracted due to inability to directly hire due to limited qualified applicants. The Speech 101 Therapy Inc. has provided previous contracted SLP services to students in our district.

**Expected Outcomes**

Districted SLP positions will remain filled to ensure speech-language IEP supports and services are provided as identified on the IEP.

**Strategic Plan Goal**

N/A

**Recommendation**

That this contract between The Speech 101 Therapy Inc. and the School Board of Sarasota County, FL be approved as presented.

**Contact Information**

HEATHER WASSERMAN [heather.wasserman@sarasotacountyschools.net](mailto:heather.wasserman@sarasotacountyschools.net)

RACHAEL O'DEA [rachael.o'dea@sarasotacountyschools.net](mailto:rachael.o'dea@sarasotacountyschools.net)

**Financial Impact**

The total fiscal impact is not to exceed \$71,760.00 from a converted position from cost center 0292.

**ATTACHMENTS:**

Description

[Contract](#)

Upload Date

1/24/2024

Type

Cover Memo



**SPEECH 101 THERAPY INC AND SARASOTA COUNTY SCHOOL DISTRICT  
AGREEMENT FOR SERVICES**

This AGREEMENT FOR SERVICES is made and entered into this 9<sup>th</sup> day of January, 2024 ("Effective Date"), by and between **Speech 101 Therapy Inc**, a Florida corporation ("Speech 101") and **Sarasota County School District**, a body corporate ("School").

WHEREAS Speech 101 is a licensed speech-language pathologist and is also in the business of providing personnel, including professionals and assistants (collectively referred to herein as "Therapist" or "Therapists" as context may require) to perform speech/language therapy ("Services"); and

WHEREAS School is in need of Services;

WHEREAS School desires to engage Speech 101 to provide Services under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Term - The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall be for the period beginning January 9<sup>th</sup>, 2024 through August 1<sup>st</sup>, 2024 ("Term").
2. Request for Services - be providing services to the School during the hours and time specified by the School. Additionally, Speech 101 will use its best efforts to supply School with Therapists for the hours and times requested by School if other sites have the need for Services. If a Therapist is unable to complete an assignment for any reason, Speech 101 will use its best efforts to procure a replacement Therapist for School as requested.
3. Therapist Assignment and Rates
  - a. School will provide Therapists with work assignments consistent with School's standard workday and calendar.
  - b. Therapists must be informed in advanced of school field trips, state exam assigned days, special events days to allow therapists enough time to adjust their schedule for those days.
4. Therapists
  - a. Licensure - Speech 101 is a fully licensed speech-language pathologist therapist and all Therapists provided to School pursuant to this Agreement shall be qualified to perform the services requested and will be certified and/or licensed during the Term hereof to perform the applicable Services in the state in which School requests a Therapist to perform Services.
  - b. Employees and Subcontractors - All Therapists provided to School pursuant to this Agreement are employees or subcontractors of Speech 101 and Speech 101 is solely responsible for the wages or fees, benefits (if any), and tax

withholding (if any) of the Therapists. Speech 101 reserves the right to terminate, discipline, or reassign Therapists if such action is warranted in its sole discretion.

- c. Therapists Schedule – Days and Hours to be discussed in collaboration with the Therapist and the School.
- d. Family Educational Rights and Privacy Act ("FERPA") Compliance – Speech 101 and all Therapists providing Services to School pursuant to this Agreement will comply with FERPA and regulations promulgated thereunder in regard to the disclosure of Student Education Records as defined therein.

5. School's Obligations

- a. Facility – School will provide adequate or designated space for Therapist to perform Therapy Services and a designated storage area for Therapist to store student records.
- b. Designation of Liaison – School will designate a representative of School to serve as Liaison between School and Therapist on all operational matters.
- c. School's Procedures – School will provide instruction and orientation for Therapists assigned to work in its facility. School will notify Speech 101 and any Therapist providing Services to School of all documentation/record keeping procedures required by School.

6. Billing and Invoicing

- a. Billing Rate – School agrees to compensate Speech 101 at a rate of \$80.00 per hour for all hours of service rendered. It is understood that all treatment, evaluations, documentation, data entry, participation in IEP meetings, consultation with teachers and parents as well as all direct and indirect services provided during School hours are included within the hourly rate.
- b. Invoicing – Speech 101 will send biweekly invoices to School. Speech 101 invoices are based on time sheets completed by Therapists. Payment is due in full within thirty (30) days of receipt of invoice. If any payment is not paid within thirty (30) days of the due date, unpaid balances may be assessed interest charges of 1.0% per month. The ability to invoice based on approval of the contract will not be unreasonably withheld. Speech 101 agrees to cooperate with School or School's agent in order to permit School to process or invoice Medicare or Medicaid.

7. Insurance

- a. Provided by Speech 101- All Therapists contracted under Speech 101 and provided to School shall maintain the following insurance coverage during the Term of this Agreement: Professional Liability Insurance in the amount of \$1,000,000.00.

Speech 101 will submit copies of insurance certificate evidencing the requisite insurance coverage.

8. Termination of Agreement. This Agreement may be terminated by either party without cause with thirty (30) days written notice delivered to the other party at the address written above (or as specified in writing). In the event School terminates the Agreement, School will be responsible to pay for all Services performed by the Therapists through the effective date of termination.
9. Non-Solicitation - During the Term of this Agreement and for a period of twenty-four (24) months thereafter (the "Non-Solicitation Period"), School agrees not to, either directly or indirectly through a third party, hire, attempt to hire, contract with independently, or solicit for employment a Therapist who was referred and/or provided to School by Speech 101.
10. Confidentiality - School and Speech 101 agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation employees and/or subcontractors of Speech 101 provided, however, this paragraph shall not apply if such disclosure is required by law or court order. School agrees to inform all persons, whether employees, contractors, or agents of School, with knowledge of the terms of the agreement of the confidentiality provisions contained herein.
11. Attorneys' Fees and Costs - In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other party.
12. Additional Terms. School District shall not be responsible for withholding taxes with respect to the Speech 101's compensation. Speech 101 shall have no claim against School or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance, or employee benefits of any kind.
13. This Agreement contains the entire agreement between Speech 101 and School. Any amendments or changes must be executed in the same manner as this contract.
14. Public Records. Speech 101 shall comply with Section 119.0701, Florida Statutes, including:
1. Keep and maintain public records required by the School to perform the service.
  2. Upon request from the School's custodian of public records, provide the School 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 or as otherwise provided by law.

3. 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 contract term and following completion of the contract if the Speech 101 does not transfer the records to the School.
4. Upon completion of the contract, transfer, at no cost, to the School all public records in possession of Speech 101 or keep and maintain public records required by the School to perform the service. If Speech 101 transfers all public records to the School upon completion of the contract, Speech 101 shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Speech 101 keeps and maintains public records upon completion of the contract, Speech 101 shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School, upon request from the School's custodian of public records, in a format that is compatible with the information technology systems of the School.

**IF SPEECH 101 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SPEECH 101'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT EITHER 941-927-4009 OR VIA EMAIL AT [PUBLCRECORDREQUEST@SARASOTACOUNTYSCHOOLFL.NET](mailto:PUBLCRECORDREQUEST@SARASOTACOUNTYSCHOOLFL.NET), THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL, 34231.**

**15. E-Verify.**

- A. Pursuant to Section 448.095, Florida Statutes, Speech 101 shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, within fifteen (15) days of request, provide evidence of compliance with this provision.
- B. Subcontractors.
  - (i) Speech 101 shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Subcontractors shall provide Speech 101 with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
  - (iii) Speech 101 shall provide a copy of such affidavit to the School upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Failure to comply with this provision is a material breach of the Agreement, and School may choose to terminate the Agreement at its sole discretion. Speech 101 may be liable for all costs

associated with School securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The parties agree to all stipulations of this Agreement:



Speech 101 Therapy Inc  
Silvia T. Guerra - President

Date 1/9/2024

Sarasota County School District

Date \_\_\_\_\_

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: LRG  
Date: January 18, 2024



**February 6, 2024 Board Meeting**  
Agenda Item 10.

**Title**

APPROVAL OF THE AGREEMENT BETWEEN BOOKER PROMISE FOUNDATION, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

**Description**

The Booker Promise Foundation focuses on ensuring students are post-secondary ready through comprehensive plans encompassing college and career preparedness, mentoring, professional planning, life readiness skills, and scholarships.

**Gap Analysis**

**Previous Outcomes**

**Expected Outcomes**

**Strategic Plan Goal**

**Recommendation**

That the Agreement between Booker Promise Foundation, Inc. and the School Board of Sarasota County, Florida be approved as presented.

**Contact Information**

MEGAN GREEN   megan.green@sarasotacountyschools.net  
RACHAEL O'DEA   rachael.o'dea@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">BHS Booker Promise Agreement</a>	1/25/2024	Cover Memo

## AGREEMENT

### **Booker Promise Foundation, Inc.**

P.O. Box 2299  
Sarasota FL 34230  
(941) 928-0567

&

### **The School Board of Sarasota County, Florida**

1960 Landings Blvd. Sarasota, FL 34231  
(941) 927-9000

This Agreement is entered into effective January 1, 2024, by and between Booker Promise Foundation, Inc. ("Booker Promise" or "Agency") and The School Board of Sarasota County, Florida ("THE BOARD").

**Purpose:** Booker Promise is a non-profit organization dedicated to empowering students with essential skills tailored to their chosen college or career path after high school. The foundation focuses on ensuring post-secondary readiness through comprehensive plans encompassing college and career preparedness, mentoring, professional planning, life readiness skills, and scholarships.

#### **Booker Promise agrees:**

1. **Fundraising and Scholarships:** To raise funds for scholarships aiding students in achieving college degrees or technical certifications.
2. **Mentoring and Support:** To provide mentoring and professional college and career planning, ensuring students are equipped with the necessary resources for success.
3. **Student Monitoring and Engagement:** To engage in regular monitoring of students' progress, maintaining contact with families, and fostering strong mentor relationships.
4. **Background Checks and Compliance:** To ensure that all volunteers, employees, or agents present on school grounds comply with background checks and fingerprinting as required by state law. Booker Promise will provide the necessary documentation to the School Board's Police Department before any Agency personnel are permitted on school grounds.
  - i. **Statement of Attestation:** A statement of attestation (in a form acceptable to the Board) that Booker Promise has conducted Level 2 background checks for all candidates consistent with the requirements of Section 435.04, Fla. Stat. This statement shall be executed by Booker Promise's President or CEO.
  - ii. **Notification of Arrests:** Booker Promise will immediately furnish to Sarasota County Schools Police Department Fingerprint office any notifications of arrests it receives with respect to volunteers, employees, or agents who had a badge issued by the Board.



- iii. **Cost of Background Checks:** Booker Promise will bear the cost of the fingerprinting/background checks. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by The Board pursuant to Florida law.
  - iv. **RAPTOR Screening and Volunteer Database:** Like other visitors to school grounds, Booker Promise volunteers, employees, or agents will also be subject to RAPTOR screening on school campuses. Additionally, any mentor must sign in and out of the school district's database each time they are on campus.
- 5. **Liability and Insurance:** To hold harmless, indemnify, and defend THE BOARD from any claims arising from or in connection with the agreement. Booker Promise will provide proof of a minimum of \$500,000 comprehensive general liability insurance, naming THE BOARD as an additional insured.
  - 6. **Confidentiality and Compliance:** To comply with all federal and state laws regarding the confidentiality of student information, including FERPA. Booker Promise will ensure the protection of student records and information through adequate administrative, physical, and technological safeguards.

**The School Board of Sarasota County agrees:**

- 1. **Information Sharing:** Upon receiving appropriate parental consent, to keep Booker Promise updated regarding students' attendance, discipline, and grades.
- 2. **Campus Access:** To allow Booker Promise access to campus facilities for mentoring and student support activities.
- 3. **Student Referrals:** To assist in identifying students who would benefit from Booker Promise's programs and scholarships.

**Both Parties agree:**

- 1. **No Cost to THE BOARD:** There will be no cost to THE BOARD for Booker Promise providing services under this agreement.
- 2. **Independent Contractor Status:** Booker Promise will act as an independent contractor in the performance of all obligations under this agreement.
- 3. **Governing Law:** This Agreement shall be governed by the laws of the State of Florida, with venue in Sarasota County, Florida.
- 4. **Amendments and Notices:** Any changes to this agreement must be agreed upon in writing by both parties. Notices regarding this agreement should be directed to the respective addresses provided.
- 5. **Term, Renewal, and Termination:** The term of this Agreement shall begin on January 1, 2024 and remain in effect until June 30, 2024 unless terminated earlier by either party. The Agreement shall automatically renew on June 30, 2024 and each year thereafter for periods of one year unless terminated by either party. Either party may terminate this Agreement at any time without cause by giving thirty days written notice. The Board may

terminate this Agreement immediately upon providing written notice if Booker Promise materially breaches the terms of this Agreement.

6. **Termination Procedures and Agreement Execution:** Upon termination of this Agreement, by either party, the Originating Department is responsible for notifying Sarasota County Schools Police Department of such termination. Booker Promise shall, if necessary, assist with the collection of all badges issued pursuant to this Agreement.

The Parties have executed this Agreement effective as of the date first set forth above, fully intending to be bound by the terms hereof.

**The School Board of Sarasota County, Florida**

By: \_\_\_\_\_  
Karen Rose, Chair

Date: \_\_\_\_\_

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: December 11, 2023

**Booker Promise Foundation, Inc. d/b/a Booker Promise**

By: \_\_\_\_\_  
Earl Young, President & CEO

Date: 12/14/23



**February 6, 2024 Board Meeting**  
**Agenda Item 11.**

**Title**

APPROVAL TO INCREASE PURCHASING LIMIT FOR THE ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) FROM VENDORS UNDER CONTRACT WITH A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR HVAC PRODUCTS, INSTALLATIONS, SERVICES & RELATED PRODUCTS AND SERVICES

**Description**

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**Gap Analysis**

The District utilizes Trane Chiller/AC equipment for 90% of our schools and other sites throughout the County. Without the ability to provide parts for repairs or replacement items, we would not be able to keep the appropriate temperatures within our buildings.

**Previous Outcomes**

We have had a long-standing agreement in place to buy Trane products. We typically keep some Trane Parts in stock, which need to be replenished frequently, and we have the ability to purchase non-stock items through this contract quickly.

**Expected Outcomes**

We will continue to have the ability to obtain the appropriate parts needed to maintain our Trane HVAC equipment.

**Strategic Plan Goal**

**Recommendation**

That the request to increase the purchasing limit for the anticipated purchase of materials and/or services through piggyback contracting, be approved as presented.

**Contact Information**

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

Not to exceed \$175,000.00  
The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.  
Funding source: 1180 Maintenance transfer

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">2.6.24CoopIncrease - Trane REC</a>	1/17/2024	Cover Memo



**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
[SarasotaCountySchools.net](http://SarasotaCountySchools.net)

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## MEMORANDUM

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO INCREASE PURCHASING LIMIT FOR THE ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) FROM VENDORS UNDER CONTRACT WITH A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR HVAC PRODUCTS, INSTALLATIONS, SERVICES & RELATED PRODUCTS AND SERVICES**

DESCRIPTION: Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

GAP ANALYSIS: The District utilizes Trane Chiller/AC equipment for 90% of our schools and other sites throughout the County. Without the ability to provide parts for repairs or replacement items, we would not be able to keep the appropriate temperatures within our buildings.

PREVIOUS OUTCOMES: We have had a long-standing agreement in place to buy Trane products. We typically keep some Trane Parts in stock, which need to be replenished frequently, and we have the ability to purchase non-stock items through this contract quickly.

EXPECTED OUTCOMES: We will continue to have the ability to obtain the appropriate parts needed to maintain our Trane HVAC equipment.

STRATEGIC PLAN GOAL:

CONTACT: Don Hampton, Director, Facilities Ext 68835

FINANCIAL IMPACT: Not to exceed \$175,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

Funding source: 1180 Maintenance transfer

RECOMMENDED MOTION: That the request to increase the purchasing limit for the anticipated purchase of materials and/or services through piggyback contracting, be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH STATE CONTRACT OR COOPERATIVE PURCHASE

[illegible]



**February 6, 2024 Board Meeting**  
**Agenda Item 12.**

**Title**

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A FEDERAL, STATE OR MUNICIPAL GOVERNMENT, OR A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR COPIERS AND MANAGED PRINT SERVICES

**Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contract for the purpose cited presents the best value and/or is in the best interest of the School Board.

**Gap Analysis**

Konica Minolta. provides the leases for copiers and print services throughout the District.

**Previous Outcomes**

Konica Minolta has been providing the SBSC with quality products and services for many years at a competitive or better price.

**Expected Outcomes**

To continue to use Konica Minolta for copy services and supplies throughout the District.

**Strategic Plan Goal**

**Recommendation**

That the cooperative contracts awarded to Konica Minolta Business Solutions USA, Inc., for the anticipated purchase of Copiers and Managed Print Services be approved as presented.

**Contact Information**

TRACY BRIZENDINE [tracy.brizendine@sarasotacountyschools.net](mailto:tracy.brizendine@sarasotacountyschools.net)  
BONNIE PENNER [bonnie.penner@sarasotacountyschools.net](mailto:bonnie.penner@sarasotacountyschools.net)

**Financial Impact**

Not to exceed: \$850,000.00  
Funding source: General Fund

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">2.6.24Coop Konica REC</a>	1/17/2024	Cover Memo





**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
SarasotaCountySchools.net

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## MEMORANDUM

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A FEDERAL, STATE OR MUNICIPAL GOVERNMENT, OR A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR COPIERS AND MANAGED PRINT SERVICES**

**DESCRIPTION:** The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**GAP ANALYSIS:** Konica Minolta. provides the leases for copiers and print services throughout the District.

**PREVIOUS OUTCOMES:** Konica Minolta has been providing the SBSC with quality products and services for many years at a competitive or better price.

**EXPECTED OUTCOMES:** To continue to use Konica Minolta for copy services and supplies throughout the District.

**STRATEGIC PLAN GOAL:**

**CONTACT:** Tracy Brizendine, [tracy.brizendine@sarasotacountyschools.net](mailto:tracy.brizendine@sarasotacountyschools.net)  
Bonnie Penner, [bonnie.penner@sarasotacountyschools.net](mailto:bonnie.penner@sarasotacountyschools.net)

**FINANCIAL IMPACT:** Not to exceed: \$850,000.00

The funds for these purchases are contained in the budget allocated to the appropriate schools and departments.

Funding source: General Funds

**RECOMMENDED MOTION:** That the cooperative contracts awarded to Konica Minolta Business Solutions USA, Inc., for the anticipated purchase of Copiers and Managed Print Services be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

<u>DEPARTMENT</u>	<u>NAME OF OTHER ENTITIES BIDS</u>	<u>REASON</u>	<u>AWARDED VENDORS</u>	<u>NOT TO EXCEED AMOUNT</u>
Schools & Departments	Per State of Florida Alternate Contract (NASPO ValuePoint Master Agreement Lead Agency State of Colorado) Contracts for Copiers and Managed Print Services	For copier and managed print services	Konica Minolta Business Solutions USA, Inc.	\$850,000.00



**February 6, 2024 Board Meeting**  
**Agenda Item 13.**

**Title**

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR UNIFORMS PURCHASES AND RELATED MISCELLANEOUS FACILITIES PRODUCTS

**Description**

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**Gap Analysis**

Cintas Corporation provides SBSC options for purchasing uniforms and other related products for staff at a competitive price.

**Previous Outcomes**

Cintas Corporation has just started providing the SBSC with quality products for our employees. We are using the Omnia cooperative contract to obtain competitive pricing.

**Expected Outcomes**

To continue to use Cintas Corporation to obtain a larger selection of uniforms at a competitive price.

**Strategic Plan Goal**

**Recommendation**

That the cooperative contract awarded to Cintas Corporation for the anticipated purchase of materials and/or services through piggyback contracting be approved as presented.

**Contact Information**

TRACY BRIZENDINE [tracy.brizendine@sarasotacountyschools.net](mailto:tracy.brizendine@sarasotacountyschools.net)  
BONNIE PENNER [bonnie.penner@sarasotacountyschools.net](mailto:bonnie.penner@sarasotacountyschools.net)

**Financial Impact**

Not to exceed \$225,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

Funding source: General fund

**ATTACHMENTS:**

Description

[Cooperative Contract- Cintas](#)

Upload Date

1/18/2024

Type

Cover Memo



**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
[SarasotaCountySchools.net](http://SarasotaCountySchools.net)

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## MEMORANDUM

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM**  
**VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY**  
**THAT UTILIZED A COMPETITIVE PROCESS FOR UNIFORMS PURCHASES**  
**AND RELATED MISCELLANEOUS FACILITIES PRODUCTS**

**DESCRIPTION:** Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**GAP ANALYSIS:** Cintas Corporation provides SBSC options for purchasing uniforms and other related products for staff at a competitive price.

**PREVIOUS OUTCOMES:** Cintas Corporation has just started providing the SBSC with quality products for our employees. We are using the Omnia cooperative contract to obtain competitive pricing.

**EXPECTED OUTCOMES:** To continue to use Cintas Corporation to obtain a larger selection of uniforms at a competitive price.

**STRATEGIC PLAN GOAL:**

**CONTACT:** Tracy Brizendine, Director, Materials Management Ext 68483

**FINANCIAL IMPACT:** Not to exceed \$225,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

Funding source: General fund

**RECOMMENDED MOTION:** That the cooperative contract awarded to Cintas Corporation for the anticipated purchase of materials and/or services through piggyback contracting be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

[illegible]



**February 6, 2024 Board Meeting**  
**Agenda Item 14.**

**Title**

APPROVAL TO AWARD BID #24-0086 FOR CUSTODIAL FLOOR CLEANING EQUIPMENT

**Description**

On December 12, 2023, Procurement in conjunction with the Facilities Department issued a bid for 'Custodial Floor Cleaning Equipment.' Bids to provide 'Custodial Floor Cleaning Equipment' were received from six vendors on January 10, 2024. The bids of Gem Supply Company, Imperial Dade, ITEAM North America Inc., Karcher North America Inc., and West Florida Supply were the best low bids meeting the advertised specifications. The bid of Pollock Investments Inc. was non-responsive due to changing bid terms and conditions. This bid is for a period of one year with an option to renew for two additional one-year periods.

**Gap Analysis**

Facilities Services has over eight million square feet under roof to clean. This bid is used to purchase the necessary equipment utilized to ensure that happens.

**Previous Outcomes**

Facilities uses several vendors for various equipment for cleaning floors, bathrooms, desktops, cafeterias etc. This bid is used to provide equipment for this purpose.

**Expected Outcomes**

This bid ensures that we are able to purchase the needed equipment, at the best price, to perform many custodial tasks across the district.

**Strategic Plan Goal**

**Recommendation**

That the bids of Gem Supply Company, Imperial Dade, ITEAM North America Inc., Karcher North America Inc., and West Florida Supply for 'Custodial Floor Cleaning Equipment' in an amount not to exceed \$500,000 be approved as presented.

**Contact Information**

DON HAMPTON [don.hampton@sarasotacountyschools.net](mailto:don.hampton@sarasotacountyschools.net)

JODY DUMAS [jody.dumas@sarasotacountyschools.net](mailto:jody.dumas@sarasotacountyschools.net)

**Financial Impact**

Not to exceed: \$500,000.00

The funds for these purchases are contained in the budget allocated to the Facilities Services Department. Funding source: Operating Funds

**ATTACHMENTS:**



Description

[2.6.24CustFloorCleaningEquip#24-0086REC](#)

Upload Date

1/17/2024

Type

Cover Memo



**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 ▪ Fax 941-486-2188  
SarasotaCountySchools.net

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## **MEMORANDUM**

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO AWARD BID #24-0086 FOR CUSTODIAL FLOOR CLEANING EQUIPMENT**

**DESCRIPTION:** On December 12, 2023, Procurement in conjunction with the Facilities Department issued a bid for ‘Custodial Floor Cleaning Equipment.’ Bids to provide ‘Custodial Floor Cleaning Equipment’ were received from six vendors on January 10, 2024. The bids of Gem Supply Company, Imperial Dade, ITEAM North America Inc., Karcher North America Inc., and West Florida Supply were the best low bids meeting the advertised specifications. The bid of Pollock Investments Inc. was non-responsive due to changing bid terms and conditions. This bid is for a period of one year with an option to renew for two additional one-year periods.

**GAP ANALYSIS:** Facilities Services has over eight million square feet under roof to clean. This bid is used to purchase the necessary equipment utilized to ensure that happens.

**PREVIOUS OUTCOMES:** Facilities uses several vendors for various equipment for cleaning floors, bathrooms, desktops, cafeterias etc. This bid is used to provide equipment for this purpose.

**EXPECTED OUTCOMES:** This bid ensures that we are able to purchase the needed equipment, at the best price, to perform many custodial tasks across the district.

**STRATEGIC PLAN GOAL:**

**CONTACT:** Don Hampton, don.hampton@sarasotacountyschools.net  
Jody Dumas, jody.dumas@sarasotacountyschools.net

**FINANCIAL IMPACT:** Not to exceed: \$500,000.00  
The funds for these purchases are contained in the budget allocated to the Facilities Services Department. Funding source: Operating Funds

**RECOMMENDED MOTION:** That the bids of Gem Supply Company, Imperial Dade, ITEAM North America Inc., Karcher North America Inc., and West Florida Supply for ‘Custodial Floor Cleaning Equipment’ in an amount not to exceed \$500,000 be approved as presented.

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes”.  
Posting Date: 1/30/24

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation of Custodial Floor Cleaning Equipment - Bid #24-0086

Opened January 10, 2024 at 1:00 p.m.

The School Board of Sarasota County, Florida intends to establish a firm discount off current manufacturer published list price for the purchase of custodial floor cleaning equipment and repair parts that will be used at schools and other facilities located throughout the district, on an as needed bases, for the period of one (1) year.		<b>Gem Supply Company</b>		<b>Imperial Dade</b>		<b>ITEAM North America Inc</b>	
Item #	Manufacturer/Brand	% Discount from list price		% Discount from list price		% Discount from list price	
		Equipment	Repair Parts	Equipment	Repair Parts	Equipment	Repair Parts
1	Advance	12%	12%	20%	20%		
2	Betco			15%	15%		
3	Century						
4	Clarke	12%	12%	20%	20%		
5	Creative Products International (CPI)					45%	45%
6	Diversey (Taski)			15%	16%		
7	KaiVac	12%	12%	16%	16%		
8	Karcher (Windsor)	12%	12%	20%	21%		
9	KleenRite						
10	Landa						
11	Mercury						
12	Minuteman	22%	12%	20%	16%		
13	NACECARE			21%	20%		
14	Pacific	22%	12%				
15	Royal						
16	Rubbermaid	12%		25%	0%		
17	Sandia						
18	Sanitaire	22%	12%	15%	18%		
19	Simpson	18%	12%				
20	Tennant			15%	18%		
21	Tomcat						
22	Tornado	22%	12%	16%	16%		
23	Triple S	22%	12%				
24	Indicate additional names of manufacturers/brands not previously listed and discount off current list price. A firm percentage discount must be submitted.	% Discount from list price		% Discount from list price		% Discount from list price	
		Equipment	Repair Parts	Equipment	Repair Parts	Equipment	Repair Parts
a	Additional Manufacturer/Brand Offered:	<b>Spartan, Microfiber and More</b>		<b>Proteam</b>		<b>ITEAM North America Inc</b>	
		22%	12%	16%	19%	45%	45%
b	Additional Manufacturer/Brand Offered:	<b>ERI Clean, Cenobots, US Products</b>		<b>EDIC</b>			
		18%	12%	15%	15%		
c	Additional Manufacturer/Brand Offered:	<b>Therma-Kleen, Motor Scrubber, EDIC</b>		<b>Viper</b>			
		18%	12%	20%	17%		
d	Additional Manufacturer/Brand Offered:	<b>Aztec, 3M</b>					
		18%	12%				

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation of Custodial Floor Cleaning Equipment - Bid #24-0086

Opened January 10, 2024 at 1:00 p.m.

The School Board of Sarasota County, Florida intends to establish a firm discount off current manufacturer published list price for the purchase of custodial floor cleaning equipment and repair parts that will be used at schools and other facilities located throughout the district, on an as needed bases, for the period of one (1) year.		<b>Karcher North America, Inc</b>		Pollock Investments Inc.		<b>West Florida Supply</b>	
Item #	Manufacturer/Brand	% Discount from list price		% Discount from list price		% Discount from list price	
		Equipment	Repair Parts	Equipment	Repair Parts	Equipment	Repair Parts
1	Advance			15%	15%	10%	15%
2	Betco			No bid	No bid	NB	NB
3	Century			No bid	No bid	<b>0%</b>	<b>0%</b>
4	Clarke			15%	15%	NB	10%
5	Creative Products International (CPI)			No bid	No bid	NB	NB
6	Diversey (Taski)			15%	15%	NB	NB
7	KaiVac			15%	15%	NB	NB
8	Karcher (Windsor)	*	<b>40%</b>	15%	15%	5%	10%
9	KleenRite			No bid	No bid	NB	NB
10	Landa			No bid	No bid	NB	NB
11	Mercury			No bid	No bid	<b>10%</b>	<b>10%</b>
12	Minuteman			No bid	No bid	10%	10%
13	NACECARE			15%	15%	15%	15%
14	Pacific			No bid	No bid	10%	10%
15	Royal			No bid	No bid	NB	NB
16	Rubbermaid			15%	15%	10%	0%
17	Sandia			No bid	No bid	<b>10%</b>	<b>10%</b>
18	Sanitaire			15%	15%	0%	0%
19	Simpson			No bid	No bid	NB	NB
20	Tennant			15%	15%	NB	NB
21	Tomcat			No bid	No bid	NB	NB
22	Tornado			15%	15%	NB	NB
23	Triple S			No bid	No bid	NB	NB
24	Indicate additional names of manufacturers/brands not previously listed and discount off current list price. A firm percentage discount must be submitted.	% Discount from list price		% Discount from list price		% Discount from list price	
		Equipment	Repair Parts	Equipment	Repair Parts	Equipment	Repair Parts
a	Additional Manufacturer/Brand Offered:			IPC Eagle		<b>Mytee</b>	
				15%	15%	<b>10%</b>	<b>10%</b>
b	Additional Manufacturer/Brand Offered:			Powr-Flite		<b>IPC Eagle</b>	
				15%	15%	<b>10%</b>	<b>10%</b>
c	Additional Manufacturer/Brand Offered:			Pro-Team		<b>NSS</b>	
				15%	15%	<b>10%</b>	<b>10%</b>
d	Additional Manufacturer/Brand Offered:			Square Scrub			
				15%	15%		

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation of Custodial Floor Cleaning Equipment - Bid #24-0086

Opened January 10, 2024 at 1:00 p.m.

The School Board of Sarasota County, Florida intends to establish a firm discount off current manufacturer published list price for the purchase of custodial floor cleaning equipment and repair parts that will be used at schools and other facilities located throughout the district, on an as needed bases, for the period of one (1) year.		<b>Gem Supply Company</b>		<b>Imperial Dade</b>		<b>ITEAM North America Inc</b>	
Item #	Manufacturer/Brand	% Discount from list price		% Discount from list price		% Discount from list price	
		Equipment	Repair Parts	Equipment	Repair Parts	Equipment	Repair Parts
e	Additional Manufacturer/Brand Offered:	<b>Tersano, ProTeam, Unger</b>					
		<b>12%</b>	<b>12%</b>				
f	Additional Manufacturer/Brand Offered:						
25	Balance of line percentage discount for any brands, manufacturers, or materials not previously listed.	<b>12%</b>	<b>4%</b>	<b>20%</b>			
Notes:							
Contact:		<b>John P. Pezey</b>		<b>Vickie Scaglione</b>		<b>Peter de Roo</b>	
Address:		<b>1312 West Washington St</b>		<b>4522 E. Wetherbee Rd.</b>		<b>280 E. 64th Street</b>	
		<b>Orlando, FL 32805</b>		<b>Orlando, FL 32824</b>		<b>Holland, MI 49423</b>	
Phone:		<b>813-401-9933</b>		<b>407-619-3321</b>		<b>616-335-3333</b>	
Fax:		<b>813-877-6622</b>		<b>N/A</b>			
EIN#		<b>59-1633718</b>		<b>59-0784248</b>		<b>83-0637818</b>	
Email:		<a href="mailto:jpezey@gemsupply.net">jpezey@gemsupply.net</a>		<a href="mailto:vscaglione@imperialdade.com">vscaglione@imperialdade.com</a>		<a href="mailto:chad@i-teamnorthamerica.com">chad@i-teamnorthamerica.com</a>	

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation of Custodial Floor Cleaning Equipment - Bid #24-0086

Opened January 10, 2024 at 1:00 p.m.

The School Board of Sarasota County, Florida intends to establish a firm discount off current manufacturer published list price for the purchase of custodial floor cleaning equipment and repair parts that will be used at schools and other facilities located throughout the district, on an as needed bases, for the period of one (1) year.		<b>Karcher North America, Inc</b>		Pollock Investments Inc.		<b>West Florida Supply</b>	
Item #	Manufacturer/Brand	% Discount from list price		% Discount from list price		% Discount from list price	
		Equipment	Repair Parts	Equipment	Repair Parts	Equipment	Repair Parts
e	Additional Manufacturer/Brand Offered:						
f	Additional Manufacturer/Brand Offered:						
25	Balance of line percentage discount for any brands, manufacturers, or materials not previously listed.			15%	15%		
Notes:		*Various discounts offered. See attached price schedule					
Contact:		<b>Nick Agho</b>		Melissa Williams		<b>Tom Schiessle</b>	
Address:		<b>6398 N Karcher Way</b>		1 Pollock Place		<b>1184 N Washington Blvd</b>	
		<b>Aurora, CO 80019</b>		Grand Prairie, TX 75050		<b>Sarasota, FL 34236</b>	
Phone:		<b>720-610-9331</b>		855-239-5158		<b>941-365-2838</b>	
Fax:		<b>800-535-9164</b>		972-262-4708		<b>941-366-7976</b>	
EIN#		<b>13-3129757</b>		75-1015406		<b>59-1732128</b>	
Email:		<a href="mailto:nick.agho@karcher.com">nick.agho@karcher.com</a>		<a href="mailto:pollock.edgovsupport@pollock.com">pollock.edgovsupport@pollock.com</a>		<a href="mailto:tom@westfloridasupply.com">tom@westfloridasupply.com</a>	
		Recorded by: David Deller		Witnessed by: Samantha Clark			

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
JUSTIFICATION FOR AWARD TO OTHER THAN APPARENT LOW BIDDER

Custodial Floor Cleaning Equipment - Bid #24-0086

Opened January 10, 2024 at 1:00 p.m. EST

Item #	Vendor	Justification
All	Pollock Investments Inc.	Non-responsive due to changing bid specifications.





**February 6, 2024 Board Meeting**  
Agenda Item 15.

**Title**

APPROVAL OF CLASSIFICATION OF INOPERABLE EQUIPMENT AND FURNITURE AS PROPERTY TO BE DELETED

**Description**

Pursuant to School board Policy 7.75 - Obsolete, uneconomical or inefficient surplus property which serves no useful purpose may be disposed of in accordance with state law and regulations. Prior to disposal, reasonable attempts should be made to salvage all or part of any item of property for school use. When it is no longer practical that property be retained, the property shall be offered for sale by auction to the public at large or otherwise disposed of pursuant to Florida law including donation to other governmental bodies or private nonprofit agencies. Disposal of surplus property purchased with Federal funds shall be undertaken in accordance with Federal procedures. Any remaining surplus property may be declared unusable and disposed of in a reasonable, environmentally sound manner.

**Gap Analysis**

General Accepted Accounting Principles require that obsolete or unusable equipment be removed from records.

**Previous Outcomes**

This information is presented on a monthly basis.

**Expected Outcomes**

The board approves the disposal of inoperable equipment and furniture as property to be deleted.

**Strategic Plan Goal**

**Recommendation**

That the classification of equipment and furniture, as property to be deleted, in an amount of \$75,359.88, be approved as presented.

**Contact Information**

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

**Financial Impact**

\$75,359.88

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">2.6.24 Board Deletion Report</a>	1/17/2024	Cover Memo



**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
SarasotaCountySchools.net

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## MEMORANDUM

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL OF CLASSIFICATION OF INOPERABLE EQUIPMENT  
AND FURNITURE AS PROPERTY TO BE DELETED**

**DESCRIPTION:** Pursuant to School board Policy 7.75 - Obsolete, uneconomical or inefficient surplus property which serves no useful purpose may be disposed of in accordance with state law and regulations. Prior to disposal, reasonable attempts should be made to salvage all or part of any item of property for school use. When it is no longer practical that property be retained, the property shall be offered for sale by auction to the public at large or otherwise disposed of pursuant to Florida law including donation to other governmental bodies or private nonprofit agencies. Disposal of surplus property purchased with Federal funds shall be undertaken in accordance with Federal procedures. Any remaining surplus property may be declared unusable and disposed of in a reasonable, environmentally sound manner.

**GAP ANALYSIS:** General Accepted Accounting Principles require that obsolete or unusable equipment be removed from records.

**PREVIOUS OUTCOMES:** This information is presented on a monthly basis.

**EXPECTED OUTCOMES:** The board approves the disposal of inoperable equipment and furniture as property to be deleted.

**STRATEGIC PLAN GOAL:**

**CONTACT:** Tracy Brizendine

**FINANCIAL IMPACT:** \$75,359.88

**RECOMMENDED MOTION:** That the classification of equipment and furniture, as property to be deleted, in an amount of \$75,359.88, be approved as presented.



February 6, 2024

**Materials Management Department**  
101 Old Venice Road, Osprey FL 34229  
Telephone: 941-486-2183 • Fax: 941-486-2188

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## MEMORANDUM

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Cindy Beck, Purchasing & Fixed Asset Accounting Manager**

**DATE: January 16, 2024**

**RE: *Deletion List***

Listed on the attached pages are items of furniture, equipment, and vehicles that are unaccounted for, traded in, irreparable, otherwise inoperative or obsolete. Upon Board approval, these items will be deleted from the active property records and disposed of in accordance with Chapter 274 of the Florida Statutes and any applicable Federal regulations. The following information is listed for each item:

Asset Number (Asset No) – This is the property record number and the inventory number assigned to the item by the Fixed Asset Accounting Office.

Description - This is a brief description of the item.

In-Service Date (In-Srvc Dt) - This column indicates the year the item was acquired.

Acquisition Cost (Acq Cost) - Chapter 274 of the Florida Statutes does not provide for any depreciation in the value of equipment. Therefore, all values shown are historical or estimated costs.

Retirement Reason (Retire Rsn) - This column gives a brief reason why the item is classifiable as property to be deleted. This description is taken from the "Deletion of Property Report" form that is completed by the cost center head of the school or department to which the item is assigned.

Additional non-tagged items with an original acquisition value below \$1000 will be recycled, sold at auction, or otherwise disposed of.

CB  
Attachment

Please be aware that all mail sent to and from Sarasota County Public Schools is subject to the public records law of Florida

## FIXED ASSET RECORD DELETE

## FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT

## COST CENTER: PINE VIEW

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0021	0021	166770	PRINT/COPY VENDING STATION	0354	BOSCOPI	11/22/2011	2,348.11	0.00	12/05/2023	Obsolete	
0021	0021	90091	BILL CHANGER \$1 & \$5	0354	LUTECH	08/14/1998	1,360.00	0.00	12/06/2023	Obsolete	
0021	0021	76704	ATLAS STAND - 5 SHELVES	0175	MED. OAK	08/27/1993	891.39	0.00	12/05/2023	Obsolete	
0021	9029	179826	PRESSURE WASHER, HOT WATER	0612	LANDA	06/30/2013	3,997.50	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
<b>** 0021 TOTAL **</b>				<b>NO. OF ITEMS</b>			<b>ACQ COST</b>	<b>CURR VAL</b>			
				4			8,597.00	0.00			

## COST CENTER: SARASOTA MIDDLE

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0031	0031	201782	ACTIVPANEL	0188	PROMETHEAN	05/20/2015	4,466.80	0.00	11/29/2023	Not Economical to Repair	
<b>** 0031 TOTAL **</b>				<b>NO. OF ITEMS</b>			<b>ACQ COST</b>	<b>CURR VAL</b>			
				1			4,466.80	0.00			

## COST CENTER: SARASOTA HIGH

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0051	0051	235841	PRINTER, 3D	0741	TAZ	10/14/2019	2,655.00	1,232.68	12/06/2023	Not Economical to Repair	
0051	0051	235840	PRINTER, 3D	0741	TAZ	10/14/2019	4,455.00	2,068.39	12/07/2023	Not Economical to Repair	
0051	0051	144525	VINYL CUTTER, 24"	0265		02/13/2009	2,295.00	0.00	12/06/2023	Not Economical to Repair	
0051	0051	153048	LASER ENGRAVER	0639	TROTEC	01/16/2009	21,000.00	700.00	12/06/2023	Not Economical to Repair	
0051	0051	167200	SCANNER, 3D	0364	NEXTENGINE	05/09/2012	2,848.00	0.00	12/06/2023	Not Economical to Repair	
0051	0051	201494	PRINTER, 3D	0741	TAZ	06/08/2015	2,090.00	0.00	12/06/2023	Not Economical to Repair	
0051	9020	235414	TABLET PC	0397	MICROSOFT	07/29/2019	1,655.08	331.01	12/05/2023	Obsolete	
0051	9029	180485	PRESSURE WASHER, HOT WATER	0612	LANDA	08/14/2013	3,997.50	0.00	12/19/2023	Unusable-Deteriorated/Damaged	
<b>** 0051 TOTAL **</b>				<b>NO. OF ITEMS</b>			<b>ACQ COST</b>	<b>CURR VAL</b>			
				8			40,995.58	4,332.08			

## COST CENTER: BAY HAVEN SCHOOL OF BASICS PLUS

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0071	0071	115993	FILE CABINET, FIREPROOF	0160	HON	04/06/2005	939.20	0.00	11/29/2023	Obsolete	
0071	0071	115992	FILE CABINET, FIREPROOF	0160	HON	04/06/2005	939.20	0.00	11/29/2023	Obsolete	
0071	0071	115994	FILE CABINET, FIREPROOF	0160	HON	04/06/2005	939.20	0.00	11/29/2023	Obsolete	
0071	0071	115995	FILE CABINET, FIREPROOF	0160	HON	04/06/2005	939.20	0.00	11/29/2023	Obsolete	
0071	0071	115996	FILE CABINET, FIREPROOF	0160	HON	04/06/2005	939.20	0.00	11/29/2023	Obsolete	
<b>** 0071 TOTAL **</b>				<b>NO. OF ITEMS</b>			<b>ACQ COST</b>	<b>CURR VAL</b>			
				5			4,696.00	0.00			

FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT

COST CENTER: BROOKSIDE MIDDLE											
CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0111	9029	98925	SOIL EXTRACTOR	0546	NINJA	06/05/2001	1,015.55	0.00	12/18/2023	Unusable-Deteriorated/Damaged	
0111	9029	153417	PRESSURE WASHER, HOT WATER	0612	LANDA	10/12/2009	3,665.00	0.00	01/12/2024	Unusable-Deteriorated/Damaged	
0111	9029	190070	WATER JET SURFACE CLEANER	0612	LANDA	06/05/2014	1,386.00	0.00	12/18/2023	Unusable-Deteriorated/Damaged	
** 0111 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				3			6,066.55	0.00			

COST CENTER: FRUITVILLE ELEMENTARY											
CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0131	9033	192690	ACTIVPANEL	0188	PROMETHEAN	01/29/2015	4,412.26	0.00	01/12/2024	Unusable-Deteriorated/Damaged	
** 0131 TOTAL **					NO. OF ITEMS		ACQ COST	CURR VAL			
					1		4,412.26	0.00			

COST CENTER: RIVERVIEW HIGH											
CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0181	0181	7046438	LAPTOP 640 G8	0357	HP	07/01/2022	1,036.01	0.00	11/27/2023	Not Economical to Repair	
0181	9029	211551	WATER JET SURFACE CLEANER	0612	LANDA	06/23/2016	1,463.99	0.00	01/09/2024	Unusable-Deteriorated/Damaged	
** 0181 TOTAL **					NO. OF ITEMS		ACQ COST	CURR VAL			
					2		2,500.00	0.00			

COST CENTER: VENICE HIGH											
CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0221	0221	7004114	WORKSTATION Z240	0357	HP	06/15/2017	897.06	0.00	12/12/2023	Unaccounted For	Case#20230643
0221	0221	7032516	LAPTOP 640 G8	0357	HP	09/01/2021	995.00	0.00	12/12/2023	Unaccounted For	Case#20230643
0221	0221	7003903	WORKSTATION Z240	0357	HP	06/15/2017	897.06	0.00	12/12/2023	Unaccounted For	Case#20230643
0221	0221	213707	LAPTOP ZBOOK 15	0357	HP	06/15/2017	2,062.12	0.00	12/12/2023	Unaccounted For	Case#20230643
0221	0221	159095	SOUSAPHONE	0467	JUPITER	05/25/2010	4,475.00	0.00	12/12/2023	Unaccounted For	Case#20230643
0221	0221	144576	SAXOPHONE ALTO	0443	YAMAHA	03/03/2009	795.00	0.00	12/12/2023	Unaccounted For	Case#20230643

FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT  
COST CENTER: VENICE HIGH CONTINUED

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0221	0221	140266	AMPLIFICATION SYSTEM	0243	LIGHTSPEED	12/07/2007	1,001.14	0.00	12/12/2023	Unaccounted For	Case#20230643
0221	9029	173026	FLOOR SCRUBBER	0544	ADVANCE	10/08/2012	1,915.31	0.00	12/18/2023	Unusable-Deteriorated/Damaged	
0221	9029	173028	FLOOR SCRUBBER	0544	ADVANCE	10/08/2012	1,915.31	0.00	12/18/2023	Unusable-Deteriorated/Damaged	
0221	9029	173029	FLOOR SCRUBBER	0544	ADVANCE	10/08/2012	1,915.31	0.00	12/18/2023	Unusable-Deteriorated/Damaged	
0221	9029	211548	PRESSURE WASHER, HOT WATER	0612	LANDA	06/23/2016	5,348.00	0.00	12/18/2023	Unusable-Deteriorated/Damaged	
** 0221 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				11			22,216.31	0.00			

COST CENTER: WILKINSON ELEMENTARY

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0291	0291	123043	CABINET, STORAGE	0161	VIRCO	02/02/2006	759.58	0.00	11/30/2023	Obsolete	
0291	0291	123039	CABINET, STORAGE	0161	VIRCO	02/02/2006	759.58	0.00	11/30/2023	Obsolete	
0291	0291	123037	CABINET, STORAGE	0161	VIRCO	02/02/2006	759.58	0.00	11/30/2023	Obsolete	
0291	0291	122957	CABINET, STORAGE	0161	VIRCO	02/02/2006	759.58	0.00	11/30/2023	Obsolete	
0291	0291	122943	CABINET, STORAGE	0161	VIRCO	02/02/2006	759.58	0.00	11/30/2023	Obsolete	
** 0291 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				5			3,797.90	0.00			

COST CENTER: OAK PARK

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0293	0293	7012807	TABLET, PROBOOK 11	0357	HP	08/01/2019	785.00	0.00	12/07/2023	Unaccounted For	Case#20230679
0293	0293	154540	BED HOSPITAL	0142	MERITS	09/04/2009	800.00	0.00	12/07/2023	Unaccounted For	Case#20230679
** 0293 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				2			1,585.00	0.00			

COST CENTER: ASHTON ELEMENTARY

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0301	0301	144571	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144570	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144569	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144568	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144567	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144566	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	

FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT

COST CENTER: ASHTON ELEMENTARY CONTINUED

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0301	0301	144565	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144564	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144540	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144541	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144551	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144550	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144549	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144548	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144547	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144546	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144545	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144544	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144543	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144542	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144552	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144553	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144554	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144555	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144556	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144557	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144563	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144562	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144558	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144559	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144560	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	144561	TABLE/STOOL COMBO	0106		12/15/2008	1,400.35	0.00	01/12/2024	Obsolete	
0301	0301	222129	TABLE/STOOL COMBO	0106	SICO	04/13/2018	2,080.12	988.07	01/12/2024	Obsolete	
0301	0301	222130	TABLE/STOOL COMBO	0106	SICO	04/13/2018	2,080.13	988.07	01/12/2024	Obsolete	
** 0301 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				34			48,971.45	1,976.14			

FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT

COST CENTER: GARDEN ELEMENTARY

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0381	9029	105653	SOIL EXTRACTOR	0546	NINJA	07/31/2003	1,015.55	0.00	12/19/2023	Unusable-Deteriorated/Damaged	
** 0381 TOTAL **			NO. OF ITEMS				ACQ COST	CURR VAL			
			1				1,015.55	0.00			

COST CENTER: SUNCOAST TECHNICAL COLLEGE

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0391	0391	195038	LAPTOP 840	0357	HP	05/17/2015	1,180.79	0.00	01/11/2024	Obsolete	
0391	0391	193895	LAPTOP 840	0357	HP	05/17/2015	1,180.79	0.00	01/11/2024	Obsolete	
0391	0391	195042	LAPTOP 840	0357	HP	05/17/2015	1,180.79	0.00	01/11/2024	Obsolete	
0391	0391	195100	LAPTOP 840	0357	HP	05/17/2015	1,180.79	0.00	01/11/2024	Obsolete	
0391	0391	195125	LAPTOP 840	0357	HP	05/17/2015	1,180.79	0.00	01/11/2024	Obsolete	
0391	0391	195138	LAPTOP 840	0357	HP	05/17/2015	1,180.79	0.00	01/11/2024	Obsolete	
0391	0391	195139	LAPTOP 840	0357	HP	05/17/2015	1,180.79	0.00	01/11/2024	Obsolete	
0391	0391	195172	LAPTOP 840	0357	HP	05/17/2015	1,180.79	0.00	01/11/2024	Obsolete	
0391	0391	206435	LAPTOP 640	0357	HP	05/23/2016	1,098.00	0.00	01/11/2024	Obsolete	
0391	0391	206847	LAPTOP Z15	0357	HP	05/23/2016	2,085.62	0.00	01/11/2024	Obsolete	
0391	0391	179659	LASERJET PRINTER	0362	HP	05/20/2013	926.65	0.00	01/11/2024	Obsolete	
0391	0391	179895	LAPTOP 8470P	0360	HP	06/30/2013	1,379.00	0.00	01/11/2024	Obsolete	
0391	0391	179958	LAPTOP 8470P	0360	HP	06/30/2013	1,379.00	0.00	01/11/2024	Obsolete	
0391	0391	180008	LAPTOP 8470P	0360	HP	06/30/2013	1,379.00	0.00	01/11/2024	Obsolete	
0391	0391	193838	LAPTOP 840	0357	HP	05/17/2015	1,180.79	0.00	01/11/2024	Obsolete	
0391	0391	7001153	COMPUTER Z240	0357	HP	05/23/2016	913.22	0.00	01/11/2024	Obsolete	
0391	0391	20000139	SIMPAD, LLEAP	0743	LAERDAL	08/16/2017	2,278.67	352.65	11/28/2023	Obsolete	
** 0391 TOTAL **			NO. OF ITEMS				ACQ COST	CURR VAL			
			17				22,066.27	352.65			

COST CENTER: GLENALLEN ELEMENTARY

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0461	0461	191220	TRIPOD	0233	MONFROTTO	09/16/2014	1,801.50	0.00	01/12/2024	Obsolete	
0461	0461	191219	HD CAMCORDER	0230	PANASONIC	09/16/2014	2,405.00	0.00	01/12/2024	Obsolete	
0461	0461	191218	HD CAMCORDER	0230	PANASONIC	09/16/2014	2,405.00	0.00	01/12/2024	Obsolete	
0461	0461	160079	LATERAL ROW	0685		10/29/2010	1,101.46	0.00	12/21/2023	Unaccounted For	Case#20230047



FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT

COST CENTER: GLENALLEN ELEMENTARY CONTINUED

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0461	0461	144442	LEG PRESS	0685	CARDIOKIDS	07/22/2008	1,351.50	0.00	12/21/2023	Unaccounted For	Case#20230047
0461	0461	191221	TRIPOD	0233	MONFROTTO	09/16/2014	1,087.50	0.00	01/12/2024	Obsolete	
0461	0461	191222	TELEPROMPTER	0256	IKAN	09/16/2014	1,681.61	0.00	01/12/2024	Obsolete	
0461	0461	191223	DVD PLAYER, BLU-RAY	0235	JVC	09/16/2014	1,593.25	0.00	01/12/2024	Obsolete	
0461	0461	204530	LAMINATOR	0394	GBC	12/18/2015	1,598.98	0.00	12/01/2023	Not Economical to Repair	
0461	0461	229554	LAPTOP 840 G4	0357	HP	05/10/2018	1,041.00	0.00	12/21/2023	Unaccounted For	Case#20230047
** 0461 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				10			16,066.80	0.00			

COST CENTER: LAKEVIEW ELEMENTARY

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0471	9029	37884	STEAM KETTLE	0528	GROEN	08/01/1976	2,220.00	0.00	01/10/2024	Unusable-Deteriorated/Damaged	
** 0471 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				1			2,220.00	0.00			

COST CENTER: TAYLOR RANCH ELEMENTARY

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0491	0491	157461	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157474	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157473	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157472	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157471	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157470	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157469	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157468	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157462	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157463	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157464	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157465	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157466	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157467	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157475	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157476	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157477	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157478	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	

FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT

COST CENTER: TAYLOR RANCH ELEMENTARY CONTINUED

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0491	0491	157479	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	157480	TABLE/STOOL COMBO	0106	SICO	03/17/2010	1,315.78	0.00	01/10/2024	Obsolete	
0491	0491	7009279	TABLET, PROBOOK 11	0357	HP	08/01/2019	785.00	0.00	12/08/2023	Obsolete	
0491	9029	100834	FLOOR SCRUBBER 20"	0544	PIONEER	09/17/2001	1,250.00	0.00	01/12/2024	Unusable-Deteriorated/Damaged	
** 0491 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				22			28,350.60	0.00			

COST CENTER: EMMA E. BOOKER ELEMENTARY

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
0501	0501	66039	REFRIGERATOR 2-DOOR	0524	TRAULSEN	06/07/1990	2,778.00	0.00	11/22/2023	Obsolete	
** 0501 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				1			2,778.00	0.00			

COST CENTER: LAUREL NOKOMIS

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
1211	1211	75305	TABLE/STOOL COMBO	0106		08/04/1993	836.35	0.00	12/05/2023	Obsolete	
1211	1211	191457	TABLE/STOOL COMBO	0106	SICO	11/19/2014	1,302.60	173.68	12/05/2023	Obsolete	
1211	1211	191458	TABLE/STOOL COMBO	0106	SICO	11/19/2014	1,302.60	173.68	12/05/2023	Obsolete	
1211	1211	191464	TABLE/STOOL COMBO	0106	SICO	11/19/2014	1,302.61	173.69	12/05/2023	Obsolete	
1211	1211	191465	TABLE/STOOL COMBO	0106	SICO	11/19/2014	1,302.61	173.69	12/05/2023	Obsolete	
1211	1211	191467	TABLE/STOOL COMBO	0106	SICO	11/19/2014	1,302.61	173.69	12/05/2023	Obsolete	
1211	1211	191468	TABLE/STOOL COMBO	0106	SICO	11/19/2014	1,302.61	173.69	12/05/2023	Obsolete	
1211	9029	173023	WATER JET SURFACE CLEANER	0612	LANDA	09/20/2012	1,386.00	0.00	12/18/2023	Deteriorated/Damaged	
1211	9029	173024	PRESSURE WASHER, HOT WATER	0612	LANDA	09/20/2012	3,665.00	0.00	12/18/2023	Deteriorated/Damaged	
** 1211 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				9			13,702.99	1,042.12			

COST CENTER: NORTH PORT HIGH

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
1251	9029	159451	WATER JET SURFACE CLEANER	0612	LANDA	11/03/2010	1,386.00	0.00	12/19/2023	Unusable-Deteriorated/Damaged	
** 1251 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				1			1,386.00	0.00			

FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT

COST CENTER: HERON CREEK MIDDLE

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
1261	1261	106470	TABLE/STOOL COMBO	0106	VIRCO	03/06/2003	820.31	0.00	12/22/2023	Obsolete	
1261	1261	106492	TABLE/STOOL COMBO	0106	VIRCO	03/06/2003	820.31	0.00	12/22/2023	Obsolete	
1261	1261	106493	TABLE/STOOL COMBO	0106	VIRCO	03/06/2003	820.31	0.00	12/22/2023	Obsolete	
1261	1261	110245	TABLE/STOOL COMBO	0106	N/A	09/22/2003	920.67	0.00	12/22/2023	Obsolete	
1261	1261	113638	TABLE/STOOL COMBO	0106	VIRCO	05/17/2004	824.00	0.00	12/22/2023	Obsolete	
1261	1261	113640	TABLE/STOOL COMBO	0106	VIRCO	05/17/2004	824.00	0.00	12/22/2023	Obsolete	
1261	1261	106460	TABLE/STOOL COMBO	0106	VIRCO	03/06/2003	820.31	0.00	12/22/2023	Obsolete	
1261	1261	106469	TABLE/STOOL COMBO	0106	VIRCO	03/06/2003	820.31	0.00	12/22/2023	Obsolete	
** 1261 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				8			6,670.22	0.00			

COST CENTER: TATUM RIDGE ELEMENTARY

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
1282	9029	180487	WATER JET SURFACE CLEANER	0612	LANDA	08/14/2013	1,386.00	0.00	01/11/2024	Unusable-Deteriorated/Damaged	
** 1282 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				1			1,386.00	0.00			

COST CENTER: SUNCOAST POLYTECHNICAL HIGH

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
1391	1391	220987	PRINTER, 3D	0741	LULZBOLT	10/25/2017	2,425.00	433.03	12/18/2023	Not Economical to Repair	
1391	1391	235904	PRINTER, 3D	0741	LULZBOLT	11/11/2019	4,455.00	2,121.42	12/18/2023	Not Economical to Repair	
** 1391 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				2			6,880.00	2,554.45			

COST CENTER: INFORMATION TECHNOLOGY

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9020		180681	LASERJET COPIER	0333	HP	09/13/2013	5,198.50	0.00	01/09/2024	Not Economical to Repair	
9020		220858	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020		220855	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0051	220744	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0051	220747	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0051	220751	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0051	220854	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	

FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT  
COST CENTER: INFORMATION TECHNOLOGY CONTINUED

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9020	0085	220745	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0085	220746	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0085	220859	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0085	220750	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0131	220734	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0131	220752	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0131	220748	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0131	220739	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0291	220853	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0291	220749	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0291	220736	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	0291	220735	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	1211	220738	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	1211	220737	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	1251	220851	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	1251	220852	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	1251	220860	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	1251	220741	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	9020	220856	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
9020	9020	220857	SERVER	0361	DELL	10/19/2017	5,768.77	2,451.72	12/14/2023	Obsolete	
** 9020 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				27			155,186.52	63,744.72			

COST CENTER: HUMAN RESOURCES

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9023		204037	TREADMILL	0685	PROMAXIMA	09/29/2015	4,942.22	0.00	01/16/2024	Unusable-Deteriorated/Damaged	

FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT

COST CENTER: HUMAN RESOURCES CONTINUED

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9023		204036	TREADMILL	0685	PROMAXIMA	09/29/2015	4,942.22	0.00	01/16/2024	Unusable-Deteriorated/Damaged	
9023		204035	TREADMILL	0685	PROMAXIMA	09/29/2015	4,942.22	0.00	01/16/2024	Unusable-Deteriorated/Damaged	
9023		204034	TREADMILL	0685	PROMAXIMA	09/29/2015	4,942.24	0.00	01/16/2024	Unusable-Deteriorated/Damaged	
** 9023 TOTAL **					NO. OF ITEMS		ACQ COST	CURR VAL			
					4		19,768.90	0.00			

COST CENTER: FACILITIES SERVICES

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9029	9029	153418	PRESSURE WASHER, HOT WATER	0612	LANDA	10/12/2009	3,665.00	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	143262	PRESSURE WASHER, HOT WATER	0612	LANDA	06/25/2008	3,665.00	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	115244	FLOOR SCRUBBER 14"	0544	ADVANCE	04/26/2005	1,389.79	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	159452	WATER JET SURFACE CLEANER	0612	LANDA	11/03/2010	1,386.00	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	160411	PRESSURE WASHER, HOT WATER	0612	LANDA	02/07/2011	3,665.00	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	180450	FLOOR SCRUBBER	0544	ADVANCE	08/01/2013	1,793.83	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	191402	BULB EATER	0639	VRS	11/03/2014	2,216.24	935.74	12/18/2023	Unusable-Deteriorated/Damaged	
9029	9029	105001	FLOOR SCRUBBER 14"	0544	ADVANCE	04/17/2003	1,766.05	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	104721	SOIL EXTRACTOR	0546	NINJA	04/14/2003	1,015.55	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	98913	MICROMATIC SCRUBBER	0544	ADVANCE	05/14/2001	1,766.05	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	96977	CARPET EXTRACTOR	0546	NINJA	12/20/2000	1,199.00	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	94096	CARPET EXTRACTOR	0546	NINJA	02/25/2000	1,199.00	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	59900	BUFFER WHIRLAMATIC 20"	0544	ADVANCE	02/01/1988	994.00	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	65621	BUFFER WHIRLAMATIC 20"	0544	ADVANCE	02/01/1989	1,003.00	0.00	12/15/2023	Unusable-Deteriorated/Damaged	
9029	9029	71533	HINGE MACHINE	0615	GRASS	11/13/1992	3,699.00	0.00	12/14/2023	Obsolete	

FIXED ASSET RECORD DELETE

FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT  
COST CENTER: FACILITIES SERVICES CONTINUED

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9029	9030	122702	PICKUP TRUCK, 3/4 TON	0811	FORD	04/25/2006	15,800.00	0.00	12/14/2023	Obsolete	
9029	9030	144248	PICKUP TRUCK, F250	0811	FORD	06/10/2008	17,144.00	0.00	12/14/2023	Obsolete	
9030	9030	14399	CARGO VAN	0810	FORD	06/10/2008	19,254.00	0.00	12/14/2023	Obsolete	
9029	9033	69738	FORK LIFT TRUCK	0611	CATERPILL	08/07/1991	24,655.00	0.00	12/19/2023	Unusable-Deteriorated/Damaged	
** 9029 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				18			88,021.51	935.74			

COST CENTER: TRANSPORTATION SERVICES

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9030	9030	179674	BUS 1312 77 PASSENGER	0805	THOMAS	05/21/2013	108,680.00	0.00	12/14/2023	Obsolete	
9030	9030	144984	ESCAPE, 4-DR	0809	FORD	05/12/2009	15,590.00	0.00	12/14/2023	Obsolete	
9030	9030	128493	BUS 0625 77 PASSENGER	0805	THOMAS	08/03/2006	77,206.00	0.00	12/14/2023	Obsolete	
9030	9030	128492	BUS 0624 77 PASSENGER	0805	THOMAS	08/03/2006	77,206.00	0.00	12/14/2023	Obsolete	
9030	9030	122644	BUS 0528 71 PASSENGER	0805	THOMAS	11/02/2005	73,579.34	0.00	12/14/2023	Obsolete	
9030	9030	115196	BUS 0430 77 PASSENGER	0805	THOMAS	10/21/2004	77,062.00	0.00	12/14/2023	Obsolete	
** 9030 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				7			448,577.34	0.00			

COST CENTER: MATERIALS MANAGEMENT

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9033	9033	41815	OFFSET, DUPLICATOR	0337	M.GRAPHIC	10/01/1980	15,461.30	0.00	01/12/2024	Obsolete	
9033	9033	68451	OFFSET, PRESS	0337	MULTIGRAP	04/08/1991	20,047.50	0.00	01/12/2024	Obsolete	
9033	9033	68970	ENVELOPE FEEDER WITH CONVEYOR	0399	MULTIGRAPHI	07/18/1991	2,946.55	0.00	01/12/2024	Obsolete	
9033	9033	73893	OFFSET, PRESS	0337	MULTIGRAPHI	11/17/1992	22,360.00	0.00	01/12/2024	Obsolete	
9033	9033	236139	INKJET PRINTER	0362	EPSON	02/24/2020	1,332.58	421.98	01/12/2024	Obsolete	
** 9033 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				5			62,147.93	421.98			

COST CENTER: SAFETY, SECURITY AND SCHOOL POLICE

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9035	9030	179810	CARGO VAN	0810	FORD	07/01/2013	18,329.00	0.00	12/14/2023	Obsolete	
** 9035 TOTAL **				NO. OF ITEMS			ACQ COST	CURR VAL			
				1			18,329.00	0.00			

# FIXED ASSET RECORD DELETE

## FURNITURE, FIXTURES, AND EQUIPMENT DELETION REPORT

COST CENTER: ESE SERVICES

CC#	LOC	ASSET NO	DESCRIPTION	CLASS	MFR	IN-SRVC DT	ACQ COST	CURR VAL	RETIRE DT	RETIRE RSN	POLICE CASE#
9051		171786	LASERJET PRINTER	0362	HP	06/30/2012	1,268.41	0.00	12/05/2023	Not Economical to Repair	
** 9051 TOTAL **			NO. OF ITEMS				ACQ COST	CURR VAL			
			1				1,268.41	0.00			

** GRAND TOTAL **			NO. OF ITEMS				ACQ COST	CURR VAL			
			212				1,044,126.89	75,359.88			



**February 6, 2024 Board Meeting**  
**Agenda Item 16.**

**Title**

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER PIGGYBACK CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR CLASSROOM FURNITURE

**Description**

Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**Gap Analysis**

Ernie Morris Enterprises, Inc. provides the SBSC options for purchasing classroom furniture for our students at a competitive price.

**Previous Outcomes**

Ernie Morris Enterprises, Inc. has been providing the SBSC with quality products and service at a competitive or better price.

**Expected Outcomes**

Having Ernie Morris Enterprises, Inc. as a vendor for our classroom furniture purchases will offer our students high quality materials at competitive prices.

**Strategic Plan Goal**

**Recommendation**

That the piggyback contracts awarded to Ernie Morris Enterprises, Inc., for the anticipated purchase of furniture be approved as presented.

**Contact Information**

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**Financial Impact**

Not to exceed \$625,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools. Funding source: General fund



**ATTACHMENTS:**

Description

[2.6.24Piggyback - Ernie Morris REC2](#)

Upload Date

1/23/2024

Type

Cover Memo



**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
[SarasotaCountySchools.net](http://SarasotaCountySchools.net)

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## MEMORANDUM

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM**  
**VENDORS UNDER PIGGYBACK CONTRACT WITH A LEAD AGENCY THAT**  
**UTILIZED A COMPETITIVE PROCESS FOR CLASSROOM FURNITURE**

DESCRIPTION: Piggybacking is the post-award use of a contractual document or process that allows an entity that was not contemplated in the original procurement to purchase the same supplies, equipment or services through that original document or process. The School Board of Sarasota County Policy 7.70 Purchasing and Bidding allows for this process subject to the provisions of law.

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

GAP ANALYSIS: Ernie Morris Enterprises, Inc. provides the SBSC options for purchasing classroom furniture for our students at a competitive price.

PREVIOUS OUTCOMES: Ernie Morris Enterprises, Inc. has been providing the SBSC with quality products and service at a competitive or better price.

EXPECTED OUTCOMES: Having Ernie Morris Enterprises, Inc. as a vendor for our classroom furniture purchases will offer our students high quality materials at competitive prices.

STRATEGIC PLAN GOAL:

CONTACT: Tracy Brizendine, Director, Materials Management Ext 68483

FINANCIAL IMPACT: Not to exceed \$625,000.00

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools. Funding source: General fund

RECOMMENDED MOTION: That the piggyback contracts awarded to Ernie Morris Enterprises, Inc., for the anticipated purchase of furniture be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH PIGGYBACK CONTRACTING

[illegible]



**February 6, 2024 Board Meeting**  
**Agenda Item 17.**

**Title**

APPROVAL TO PURCHASE MATERIALS OR SERVICES (PER ATTACHED LIST) THAT ARE EXEMPT FROM THE BIDDING PROCESS – ISCORP

**Description**

Pursuant to State Board Rules Purchasing Policies 6A-1.012(11)(b), the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for the purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

**Gap Analysis**

As part of the Master Agreement with Skyward approved on the January 16th, 2024 School Board meeting, the option to leverage Secure Cloud Computing Services through ISCorp was part of the agreement. ISCorp provides full remote operation of all instances (development, test, production, etc.) of the Skyward application through a secure, private cloud. ISCorp operates servers within its own facilities, located in the United States, allowing secure access to all applications. ISCorp is fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases. Over 90% of Skyward's existing customers opt for ISCorp's Secure Cloud Computing Services, citing significant cost savings with greater response and system uptime compared to a self-hosted model. Sarasota County Technology Department has identified those same cost savings advantages when researching the anticipated cost of a self-hosted approach.

**Previous Outcomes**

The Skyward Master Agreement, including the ISCorp Secure Cloud Computing Services, was approved at the January 16th, 2024 School Board meeting but did not include financial obligations toward ISCorp as part of the financial impact pending the Board's approval of the Master Agreement.

**Expected Outcomes**

Approve the cost for Secure Cloud Computing Services from ISCorp as described in the Skyward Master Agreement.

**Strategic Plan Goal**

**Recommendation**

That the attached vendor for the anticipated purchase of materials and services exempt from the bidding process be approved as presented.

**Contact Information**

JOE BINSWANGER [joe.binswanger@sarasotacountyschools.net](mailto:joe.binswanger@sarasotacountyschools.net)

CHRIS RENOUF [chris.renouf@sarasotacountyschools.net](mailto:chris.renouf@sarasotacountyschools.net)

**Financial Impact**

Not to Exceed \$132,063.00  
Funding Source: Capital Transfer

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">2.6.24Exempt - ISCorp REC</a>	1/23/2024	Cover Memo



**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
SarasotaCountySchools.net

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## **MEMORANDUM**

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO PURCHASE MATERIALS OR SERVICES (PER ATTACHED LIST) THAT ARE EXEMPT FROM THE BIDDING PROCESS- ISCORP**

**DESCRIPTION:** Pursuant to State Board Rules 6A-1.012, 11b Purchasing Policies, the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for the purchase by district school boards of educational services and any type of copyrighted materials where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

**GAP ANALYSIS:** As part of the Master Agreement with Skyward approved on the January 16<sup>th</sup>, 2024 School Board meeting, the option to leverage Secure Cloud Computing Services through ISCorp was part of the agreement. ISCorp provides full remote operation of all instances (development, test, production, etc.) of the Skyward application through a secure, private cloud. ISCorp operates servers within its own facilities, located in the United States, allowing secure access to all applications. ISCorp is fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases. Over 90% of Skyward's existing customers opt for ISCorp's Secure Cloud Computing Services, citing significant cost savings with greater response and system uptime compared to a self-hosted model. Sarasota County Technology Department has identified those same cost savings advantages when researching the anticipated cost of a self-hosted approach.

**PREVIOUS OUTCOMES:** The Skyward Master Agreement, including the ISCorp Secure Cloud Computing Services, was approved at the January 16<sup>th</sup>, 2024 School Board meeting but did not include financial obligations toward ISCorp as part of the financial impact pending the Board's approval of the Master Agreement.

**EXPECTED OUTCOMES:** Approve the cost for Secure Cloud Computing Services from ISCorp as described in the Skyward Master Agreement.

**STRATEGIC PLAN GOAL:**

**CONTACT:** Joe Binswanger, [joe.binswanger@sarasotacountyschools.net](mailto:joe.binswanger@sarasotacountyschools.net)  
Chris Renouf, [chris.renouf@sarasotacountyschools.net](mailto:chris.renouf@sarasotacountyschools.net)

**FINANCIAL IMPACT:** Not to Exceed \$132,063.00.

**Funding Source:** Capital Transfer

**RECOMMENDED MOTION** That the attached list of vendors for the anticipated purchase of materials and services exempt from the bidding process, be approved as presented.

## PURCHASE OF MATERIAL OR SERVICES THAT ARE EXEMPT FROM THE BIDDING PROCESS

[illegible]





**February 6, 2024 Board Meeting**  
Agenda Item 18.

**Title**

APPROVAL TO INCREASE THE PURCHASING LIMIT FOR BID #22-0120 FOR HOLLOW METAL DOORS

**Description**

Bid #22-0120 for 'Hollow Metal Doors' was approved for award on April 5, 2022, to DH Pace Door Service, Inc., Facilities Services Department is requesting an increase of the purchasing limit of this bid by an additional \$80,000.00, for the duration of the bid.

**Gap Analysis**

The district has an abundance of hollow metal doors that require constant maintenance on a regular basis. Our in-house staff cannot keep up with the amount of work required for these doors. Unfortunately, the cost of doing business with vendors and the aging of the schools within are causing us to need to increase the purchasing amounts for this much-needed work.

**Previous Outcomes**

Facilities contracts most of the work required to maintain the doors throughout our sites within the district properly. The contractors have done very well in keeping up with the demand and were well utilized.

**Expected Outcomes**

To continue with the needed services for door maintenance within the district on a timely basis.

**Strategic Plan Goal**

**Recommendation**

That the request to increase the purchasing limit for 'Hollow Metal Doors' by an additional \$80,000,00 for the duration of the bid, be approved as presented.

**Contact Information**

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

\$80,000.00

The funds for these purchases are contained in the budget allocated to the appropriate schools and departments.

Funding Source: 1180

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">2.6.24HollowMetalDoors#22-0120IncreaseREC</a>	1/23/2024	Cover Memo



**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 ▪ Fax 941-486-2188  
[SarasotaCountySchools.net](http://SarasotaCountySchools.net)

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## MEMORANDUM

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO INCREASE THE PURCHASING LIMIT FOR BID**  
**#22-0120 FOR HOLLOW METAL DOORS**

**DESCRIPTION:** Bid #22-0120 for 'Hollow Metal Doors' was approved for award on April 5, 2022, to DH Pace Door Service, Inc., Facilities Services Department is requesting an increase of the purchasing limit of this bid by an additional \$80,000.00, for the duration of the bid.

**GAP ANALYSIS:** The district has an abundance of hollow metal doors that require constant maintenance on a regular basis. Our in-house staff cannot keep up with the amount of work required for these doors. Unfortunately, the cost of doing business with vendors and the aging of the schools within are causing us to need to increase the purchasing amounts for this much-needed work.

**PREVIOUS OUTCOMES:** Facilities contracts most of the work required to maintain the doors throughout our sites within the district properly. The contractors have done very well in keeping up with the demand and were well utilized.

**EXPECTED OUTCOMES:** To continue with the needed services for door maintenance within the district on a timely basis.

**STRATEGIC GOAL:**

**CONTACT:** Don Hampton Ext 68835

**FINANCIAL IMPACT:** \$80,000.00

The funds for these purchases are contained in the budget allocated to the appropriate schools and departments. Funding Source: 1180

**RECOMMENDED MOTION:** That the request to increase the purchasing limit for 'Hollow Metal Doors' by an additional \$80,000.00 for the duration of the bid, be approved as presented.



**February 6, 2024 Board Meeting**  
Agenda Item 19.

**Title**

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR FACILITY MRO, INDUSTRIAL AND BUILDING RELATED SUPPLIES

**Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**Gap Analysis**

Facilities needs an MRO supply bid to provide quick access to everyday use items for maintenance supplies. This bid allows for an on-site warehouse as well as vending machines for immediate needs.

**Previous Outcomes**

Facilities has been in contract with Fastenal for several years to provide maintenance related supplies. Fastenal has an on-site warehouse in the Facilities Compound on Beneva near STC as well as Fastenal provided vending machines across the district.

**Expected Outcomes**

This will allow for continued access to supplies on an as needed basis and will help our technicians to resolve maintenance needs in a timely manner and save drive time to various material supply houses.

**Strategic Plan Goal**

**Recommendation**

That the cooperative contracts awarded to Fastenal Company for the anticipated purchase of materials and/or services be approved as presented.

**Contact Information**

DON HAMPTON don.hampton@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

Not to exceed: \$2,000,000.00

The funds for these purchases are contained in the budget allocated to the Facilities Department.

Funding Source: Operating Funds

**ATTACHMENTS:**

Description

Upload Date

Type





**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
[SarasotaCountySchools.net](http://SarasotaCountySchools.net)

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## **MEMORANDUM**

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FACILITY MRO, INDUSTRIAL AND BUILDING RELATED SUPPLIES AND EQUIPMENT**

**DESCRIPTION:** The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**GAP ANALYSIS:** Facilities needs an MRO supply bid to provide quick access to everyday use items for maintenance supplies. This bid allows for an on-site warehouse as well as vending machines for immediate needs.

**PREVIOUS OUTCOMES:** Facilities has been in contract with Fastenal for several years to provide maintenance related supplies. Fastenal has an on-site warehouse in the Facilities Compound on Beneva near STC as well as Fastenal provided vending machines across the district.

**EXPECTED OUTCOMES:** This will allow for continued access to supplies on an as needed basis and will help our technicians to resolve maintenance needs in a timely manner and save drive time to various material supply houses.

**STRATEGIC PLAN GOAL:**

**CONTACT:** Don Hampton, [don.hampton@sarasotacountyschools.net](mailto:don.hampton@sarasotacountyschools.net)  
Jody Dumas, [jody.dumas@sarasotacountyschools.net](mailto:jody.dumas@sarasotacountyschools.net)

**FINANCIAL IMPACT:** Not to exceed: \$2,000,000.00  
The funds for these purchases are contained in the budget allocated to the Facilities Department.  
**Funding Source:** Operating Funds

**RECOMMENDED MOTION:** That the cooperative contracts awarded to Fastenal Company for the anticipated purchase of materials and/or services be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

<u>DEPARTMENT</u>	<u>NAME OF OTHER ENTITIES BIDS</u>	<u>REASON</u>	<u>AWARDED VENDORS</u>	<u>NOT TO EXCEED AMOUNT</u>
Facilities	Per Sourcewell RFP for Facility MRO, Industrial and Building Related Supplies and Equipment	For custodial cleaning equipment and supplies	Fastenal Company	\$2,000,000.00



**February 6, 2024 Board Meeting**  
**Agenda Item 20.**

**Title**

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A FEDERAL, STATE, OR MUNICIPAL GOVERNMENT, OR A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR CLASSROOM FURNITURE

**Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**Gap Analysis**

Ernie Morris Enterprises, Inc. provides the SBSC options for purchasing classroom furniture for our students at a competitive price.

**Previous Outcomes**

Ernie Morris Enterprises, Inc. has been providing the SBSC with quality products and service at a competitive or better price.

**Expected Outcomes**

Having Ernie Morris Enterprises, Inc. as a vendor for our classroom furniture purchases will offer our students high quality materials at competitive prices.

**Strategic Plan Goal**

**Recommendation**

That the cooperative contracts awarded to Ernie Morris Enterprises, Inc., for the anticipated purchase of furniture be approved as presented.

**Contact Information**

TRACY BRIZENDINE [tracy.brizendine@sarasotacountyschools.net](mailto:tracy.brizendine@sarasotacountyschools.net)

BONNIE PENNER [bonnie.penner@sarasotacountyschools.net](mailto:bonnie.penner@sarasotacountyschools.net)

**Financial Impact**

Not to exceed: \$325,000.00

The funds for these purchases are contained in the budget allocated to the appropriate schools and departments. Funding Source: General Fund

**ATTACHMENTS:**

Description

Upload Date

Type







**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
SarasotaCountySchools.net

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## **MEMORANDUM**

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A FEDERAL, STATE, OR MUNICIPAL GOVERNMENT, OR A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR CLASSROOM FURNITURE**

**DESCRIPTION:** The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**GAP ANALYSIS:** Ernie Morris Enterprises, Inc. provides the SBSC options for purchasing classroom furniture for our students at a competitive price.

**PREVIOUS OUTCOMES:** Ernie Morris Enterprises, Inc. has been providing the SBSC with quality products and service at a competitive or better price.

**EXPECTED OUTCOMES:** Having Ernie Morris Enterprises, Inc. as a vendor for our classroom furniture purchases will offer our students high quality materials at competitive prices.

**STRATEGIC PLAN GOAL:**

**CONTACT:** Tracy Brizendine, [tracy.brizendine@sarasotacountyschools.net](mailto:tracy.brizendine@sarasotacountyschools.net)  
Bonnie Penner, [bonnie.penner@sarasotacountyschools.net](mailto:bonnie.penner@sarasotacountyschools.net)

**FINANCIAL IMPACT:** Not to exceed: \$325,000.00  
The funds for these purchases are contained in the budget allocated to the appropriate schools and departments. Funding Source: General Fund

**RECOMMENDED MOTION:** That the cooperative contracts awarded to Ernie Morris Enterprises, Inc., for the anticipated purchase of furniture be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

<u>DEPARTMENT</u>	<u>NAME OF OTHER ENTITIES BIDS</u>	<u>REASON</u>	<u>AWARDED VENDORS</u>	<u>NOT TO EXCEED AMOUNT</u>
Schools & Departments	The Interlocal Purchasing System for furniture, furnishings, and services	For the purchase of classroom furniture	Ernie Morris Enterprises, Inc.	\$325,000.00



**February 6, 2024 Board Meeting**  
Agenda Item 21.

**Title**

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER A COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

**Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contract for the purpose cited presents the best value and/or is in the best interest of the School Board.

**Gap Analysis**

The Technology Department at Sarasota County Schools is in need of a robust inventory tracking system to efficiently manage all technology components district-wide while ensuring strict compliance with regulations associated with the federal eRate program. Over the years, the eRate program, facilitated by the FCC, has generously provided the district with millions of dollars in funding for telecommunications and network equipment. It is imperative that all equipment is meticulously accounted for during annual audits, as any discrepancies could lead to a reduction in eligible eRate funds in the subsequent years.

In addition to the financial implications, effective computer device tracking is crucial for the smooth functioning of district operations and to meet instructional needs in our schools and departments. Recognizing the significance of meeting local, state, and federal requirements while being fiscally responsible, IncidentIQ has been identified as an inventory tracking system that aligns with these needs. Along with meeting the district's regulatory requirements, IncidentIQ provides advanced reporting capabilities to assist in the decision making process of how best to allocate equipment taking into account historical trends and anticipated growth.

**Previous Outcomes**

N/A

**Expected Outcomes**

The approval of this purchase holds the key to unlocking insightful reporting and analysis of our eRate purchase history, along with crucial metrics that empower data-driven decisions for the strategic allocation and optimal usage of technology across our schools and departments. Beyond merely addressing regulatory needs, the inventory tracking system plays a pivotal role in advancing broader objectives across various departments, ensuring a seamlessly integrated approach.

**Strategic Plan Goal**

**Recommendation**

That the cooperative contracts awarded to Incident IQ, for the anticipated purchase of materials and/or services be approved as presented.

**Contact Information**

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net

CHRIS RENOUF chris.renouf@sarasotacountyschools.net

**Financial Impact**

Not to exceed: \$68,655.17

The funds for these purchases are contained in the budget allocated to the Information Technology Department. Funding Source: Capital Transfer funding allocated in the Technology Department’s Budget.

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">2.6.24Coop - Incident IQ REC</a>	1/23/2024	Cover Memo



**Materials Management**  
Purchasing Department  
101 Old Venice Road, Osprey, FL 34229  
Phone 941-486-2183 • Fax 941-486-2188  
SarasotaCountySchools.net

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## **MEMORANDUM**

**TO: Members of the School Board**  
**Terrence Connor, Superintendent**  
**Bonnie Penner, Assistant Superintendent Chief Financial Officer**

**FROM: Tracy Brizendine, Director of Materials Management**

**TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER A COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES**

**DESCRIPTION:** The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

**GAP ANALYSIS:** The Technology Department at Sarasota County Schools is in need of a robust inventory tracking system to efficiently manage all technology components district-wide while ensuring strict compliance with regulations associated with the federal eRate program. Over the years, the eRate program, facilitated by the FCC, has generously provided the district with millions of dollars in funding for telecommunications and network equipment. It is imperative that all equipment is meticulously accounted for during annual audits, as any discrepancies could lead to a reduction in eligible eRate funds in the subsequent years.

In addition to the financial implications, effective computer device tracking is crucial for the smooth functioning of district operations and to meet instructional needs in our schools and departments. Recognizing the significance of meeting local, state, and federal requirements while being fiscally responsible, IncidentIQ has been identified as an inventory tracking system that aligns with these needs. Along with meeting the district's regulatory requirements, IncidentIQ provides advanced reporting capabilities to assist in the decision making process of how best to allocate equipment taking into account historical trends and anticipated growth.

**PREVIOUS OUTCOMES:** N/A

**EXPECTED OUTCOMES:** The approval of this purchase holds the key to unlocking insightful reporting and analysis of our eRate purchase history, along with crucial metrics that empower data-driven decisions for the strategic allocation and optimal usage of technology across our schools and departments. Beyond merely addressing regulatory needs, the inventory tracking

system plays a pivotal role in advancing broader objectives across various departments, ensuring a seamlessly integrated approach.

**STRATEGIC PLAN GOAL:**

**CONTACT:** Joe Binswanger, [joe.binswanger@sarasotacountyschools.net](mailto:joe.binswanger@sarasotacountyschools.net)  
Chris Renouf, [chris.renouf@sarasotacountyschools.net](mailto:chris.renouf@sarasotacountyschools.net)

**FINANCIAL IMPACT:** Not to exceed: \$68,655.17

The funds for these purchases are contained in the budget allocated to the Information Technology Department. Funding Source: Capital Transfer funding allocated in the Technology Department's Budget.

**RECOMMENDED MOTION:** That the cooperative contracts awarded to Incident IQ, for the anticipated purchase of materials and/or services be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

<u>DEPARTMENT</u>	<u>NAME OF OTHER ENTITIES BIDS</u>	<u>REASON</u>	<u>AWARDED VENDORS</u>	<u>NOT TO EXCEED AMOUNT</u>
Information Technology	Per TIPS RFP for Technology Solutions, Products and Services	To purchase technology solutions, products, and services	Incident IQ, LLC	\$68,655.17



**February 6, 2024 Board Meeting**  
Agenda Item 22.

**Title**

ACCEPTANCE OF FACILITIES SERVICES' PROJECT COMPLETION AND APPROVAL FOR FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBTANTIAL COMPLETION FOR THE TATUM RIDGE ELEMENTARY SCHOOL REFOCUS ROOM UPGRADES DB CONTRACT

**Description**

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22202192-3 are enclosed. The Director of Facilities Services has determined that the project is complete in accordance with state statutes.

**Gap Analysis**

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

**Previous Outcomes**

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months when most of the work takes place.

**Expected Outcomes**

Acceptance of this item will close out the project financially and free up District staff for new projects.

**Strategic Plan Goal**

**Recommendation**

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

**Contact Information**

DON HAMPTON don.hampton@sarasotacountyschools.net  
JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description

[Tatum Ridge Refocus Room Final](#)

Upload Date

1/23/2024

Type

Cover Memo



# CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

22202192-3  
FINAL

**Project:**

SBSC Project #5542

Request No:

Pay Application Date:

For Period Ending:

Three - Final

10/20/2022

9/30/2020

Tatum Ridge Elementary School  
Refocus Room Upgrades  
4100 Tatum Ridge  
Sarasota, FL 34240

**To Owner:**

School Board of Sarasota County  
1960 Landings Boulevard  
Sarasota, FL 34231

**From Construction Manager:**

Jon F. Swift, Inc.  
2221 8th Street  
Sarasota, FL 34240

1. ORIGINAL CONTRACT SUM	\$ 91,686.16
2. NET CHANGE BY CHANGE ORDERS (1-30)	\$ (3,581.91)
3. CONTRACT SUM TO DATE (1. +/- 2.)	\$ 88,104.25
4. TOTAL COMPLETED AND STORED TO DATE	\$ 88,104.25
5. RETAINAGE:	\$ -
6. TOTAL EARNED LESS RETAINAGE (4. - 5.)	\$ 88,104.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 75,413.96

**8. CURRENT PAYMENT DUE (6. - 7.)** \$ **12,690.29**

9. BALANCE TO FINISH INCL. RETAINAGE (3. - 6.) \$ -

\*\*\*\*\*


**CERTIFICATION BY THE CONTRACTOR:** The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jon F. Swift, Inc.

BY:  Justin Williams  
Justin Williams, Vice President  
Date: 10/20/2022

Personally Known  
Subscribed and sworn to before me this 20th  
day of October, 2022

STATE OF FLORIDA  
COUNTY OF Sarasota

Notary Public:   
My Commission Expires: January 25, 2025

 Tina L. Bowen  
Notary Public  
State of Florida  
Comm# HH084812  
Expires 1/25/2025

\*\*\*\*\*

REVIEWED AND RECOMMENDED FOR PAYMENT

By: **Don Hampton**  
Owner's Representative: Digitally signed by Don Hampton  
Date: 2024.01.18 07:19:02 -05'00'

**Tatum Ridge Elementary School Refocus Room Upgrades**  
**SCHOOL BOARD OF SARASOTA COUNTY**  
**APPLICATION AND CERTIFICATION FOR PAYMENT**  
 Contractor's signed certification is attached

APPLICATION NUMBER:  
 10/20/2022  
 APPLICATION DATE:  
 9/30/2020  
 PERIOD ENDING:  
 SBSC PROJECT NO:  
 5542

Tatum Ridge Elementary School Refocus Room Upgrades																
SCHOOL BOARD OF SARASOTA COUNTY																
APPLICATION AND CERTIFICATION FOR PAYMENT																
Contractor's signed certification is attached																
A	B	C				D	E	F	G	H	I	J	K	L	M	N
OLD COST CODE	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	Final CO	Admin 02	CM-01	CHANGE ORDERS	NOTES	REVISED SCHEDULED VALUE (C+D)	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% COMPLETE	BALANCE TO FINISH (F-J)	% RETAINAGE HELD	TOTAL RETAINAGE HELD
DIV 1	GENERAL REQUIREMENTS															
010600	Architecture and Engineering	15,114.00				0.00		15,114.00	13,924.00	1,190.00	✓	15,114.00	100%	0.00	0%	0.00
010005	Estimator	945.00				0.00		945.00	945.00			945.00	100%	0.00	0%	0.00
011200	Project Manager	3,675.00				0.00		3,675.00	3,675.00			3,675.00	100%	0.00	0%	0.00
011210	Proj Manager Vehicle	100.00	(12.50)			(12.50)		87.50	87.50			87.50	100%	0.00	0%	0.00
011220	Project Manager - Fuel	52.00	(3.24)			(3.24)		48.76	48.76			48.76	100%	0.00	0%	0.00
011500	Superintendent	4,845.00	1190.00			1190.00		6,035.00	4,845.00	1,190.00	✓	6,035.00	100%	0.00	0%	0.00
011510	Superintendent Vehicle	200.00	(22.50)			(22.50)		177.50	142.50	35.00	✓	177.50	100%	0.00	0%	0.00
011520	Superintendent - Fuel	50.00	140.49			140.49		190.49	47.66	142.83	✓	190.49	100%	0.00	0%	0.00
011800	Project Coordinator	1,400.00				0.00		1,400.00	640.00	760.00	✓	1,400.00	100%	0.00	0%	0.00
012150	Plan Cost	25.00	(23.40)			(23.40)		1.60	1.60			1.60	100%	0.00	0%	0.00
012360	PM Software	235.00				0.00		235.00	235.00			235.00	100%	0.00	0%	0.00
016160	Misc. Material	0.00		15.79		15.79		15.79	15.79			15.79	100%	0.00	0%	0.00
016250	Dumsters	500.00	(484.21)			(484.21)		0.00	0.00			0.00	0%	0.00	0%	0.00
016250	Temporary Toilets	150.00	(150.00)			(150.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
017350	Final Cleaning	500.00	(300.00)			(300.00)		200.00	200.00			200.00	100%	0.00	0%	0.00
018000	Insurance (Gen Liability)	1,100.23				0.00		1,100.23	1,100.23			1,100.23	100%	0.00	0%	0.00
018100	Payment/Perform Bonds	1,100.23	(387.44)			(387.44)		712.79	712.79			712.79	100%	0.00	0%	0.00
DIV 2	EXISTING CONDITIONS															
024100	Demolition	1,500.00			(601.78)	(765.00)		735.00	735.00			735.00	100%	0.00	0%	0.00

**Tatum Ridge Elementary School Refocus Room Upgrades**  
**SCHOOL BOARD OF SARASOTA COUNTY**  
**APPLICATION AND CERTIFICATION FOR PAYMENT**  
 Contractor's signed certification is attached

APPLICATION NUMBER:  
 10/20/2022  
 APPLICATION DATE:  
 9/30/2020  
 PERIOD ENDING:  
 SBSC PROJECT NO: 5542

A	B	C	D	E	F	G	H	I	J	K	L	M	N
OLD COST CODE	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE				WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% COMPLETE	BALANCE TO FINISH (F-J)	% RETAINAGE HELD	TOTAL RETAINAGE HELD
DIV 6	WOOD/PLASTICS/COMPOSITES												
		Final CO	Admin 02	CM-01	CHANGE ORDERS	NOTES	REVISED SCHEDULED VALUE (C+D)						
	Carpentry Material	199.58			199.58		199.58	✓	199.58	100%	0.00	0%	0.00
	Carpentry Labor	2080.00			2080.00		2,080.00	✓	2,080.00	100%	0.00	0%	0.00
DIV 8	OPENINGS												
081000	Doors/Frames	200.00	959.59		759.59		959.59	✓	959.59	100%	0.00	0%	0.00
DIV 9	FINISHES												
092900	Framing and Drywall	8,980.00			433.22		9,413.22		9,413.22	100%	0.00	0%	0.00
096200	Flooring/Wall Pads	8,935.00			9130.00		18,065.00		18,065.00	100%	0.00	0%	0.00
095100	Acoustical Ceiling	2,000.00			(775.00)		1,225.00	✓	1,225.00	100%	0.00	0%	0.00
099100	Painting	2,500.00	(1930.00)		(1930.00)		0.00		570.00	100%	0.00	0%	0.00
DIV 10	SPECIALTIES												
101400	White Boards	850.00	34.24		(15.76)		800.00	✓	834.24	100%	0.00	0%	0.00
DIV 12	FURNISHINGS												
122000	Wall Pads	9,150.00			(9150.00)		0.00		0.00	0%	0.00	0%	0.00
DIV 21	FIRE SUPPRESSION												
210000	Fire Sprinkler	1,860.00			(110.00)		3,500.00	✓	1,750.00	100%	0.00	0%	0.00
DIV 23	HVAC												
230000	HVAC System	1,660.00			800.00		2,300.00		2,300.00	100%	0.00	0%	0.00
DIV 26	ELECTRICAL												
260000	Electrical	4,561.00			535.04		5,096.04		5,096.04	100%	0.00	0%	0.00
DIV 27	LOW VOLTAGE												
271000	Structured Cabling System	2,233.12			730.89		2,964.01		2,964.01	100%	0.00	0%	0.00
Div 28	FIRE ALARM												
280000	Fire Alarm	0.00			2150.39		2,150.39		2,150.39	100%	0.00	0%	0.00
	SUBTOTAL	74420.58	1290.61	0.00	2569.54	3860.15	72,869.49	0.00	78,280.73		0.00		0.00
12%	CM FEE	9,823.52				0.00	8,744.34		9,823.52	100%	0.00		
010150	Contingency (CM)	7,442.06	(4872.52)		(2569.54)	(7442.06)	0.00		0.00	0%	0.00		
	GRAND TOTAL	91,686.16	(3581.91)	0.00	0.00	(3581.91)	81,613.83	0.00	88,104.25	100%	0.00		0.00

**Invoice**

Schenkel & Shultz, Inc.  
200 E. Robinson Street, Suite 300  
Orlando, FL 32801  
407.872.3322

**Approved**

Justin Williams, PM  
12/07/2021 5:04:53 PM

**JON F. SWIFT**  
CONSTRUCTION

Jon F. Swift, Inc.  
2221 8th Street  
Sarasota, FL 34237

December 1, 2021

Invoice No: 2021126 - 2

Project 2021126 Tatum Ridge ES - Re-Focus Room Renov.

**Architectural services rendered for the month of November 1, 2021 to November 30, 2021**

L2 11 Architecture & Bidding

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Documents	13,924.00	100.00	13,924.00	13,924.00	0.00
Closeout Documents	1,190.00	100.00	1,190.00	0.00	1,190.00
Total Fee	15,114.00		15,114.00	13,924.00	1,190.00
Total Fee				1,190.00	
Total Amount Due				\$1,190.00	

**Outstanding Invoices**

Number	Date	Balance
1	8/2/2021	13,924.00
Total		13,924.00

23-Sep-22  
11:22 AM

JON F. SWIFT, INC.  
Payroll AR Billing Report  
Job: 1211 Tatum Ridge Elementary School  
for Task: 011500

Page: 1 of 1

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Huckleberry, Mike A.							
1/14/2022	011500		011500	8.00	Regular	85	680.00
4/8/2022	011500		011500	6.00	Regular	85	510.00
				14.00			1190.00
Job Totals				14.00			1190.00

<b>011510</b>		<b>Superintendent Vehicle</b>				
PR	****	12/17/21	PR Consolidated			
PR	****	01/14/22	PR Consolidated			20.00
PR	****	04/08/22	PR Consolidated			15.00
Cost Code Totals			0.00	0.00	35.00	35.00

1211-01-1520

**Approved**

Justin Williams, PM

01/03/2022 11:19:01 AM

**NON F. SWIFT**  
CONSTRUCTION

Welcome to Shell

SHELL

1166 S TAMiami TRAIL  
OSPREY, FL

34229

57542487301

12/16/2021 442325344

10:30:14 AM

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

PUMP# 5

REGULAR

PRICE/GAL

14.836G

\$3.299

FUEL TOTAL \$ 48.94

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

CREDIT

CHASE VISA

USD \$48.94

DATE 12/16/2021

TIME 10:30:14

APPROVED

AUTH # 04952G

INV # 072249

Mode: Issuer

AID: A0000000031010

TVR: 0000008000

IAD: 06010AC3A0A002

TSI: F800

ARC: 00

MIKE  
FUEL

1211-01-1520

**Approved**

Justin Williams, PM

12/20/2021 9:36:32 AM

**WELCOM  
OUR STORE**

**ON F. SWIFT  
CONSTRUCTION**

00304127

Chevron

2788 Fruitville Rd

Sarasota FL

Description	Qty	Amount
-----	---	-----
REGUNL CR #01	14.000G	46.19
SELF @ 3.299/ G		
		-----
	Subtotal	46.19
	Tax	0.00
<b>TOTAL</b>		<b>46.19</b>
	CREDIT \$	46.19

\*\*\*\*\*7901

Stn# 00304127

VISA

Inv# 2758235

Auth# 05936G

Entry Method: Chip Read

VISA CREDIT

MODE: ISSUER

AID: A0000000031010

TVR: 0880008000

IAD: 06010A03A0A000

TSI: E800

ARC: 00

Get rewarded on





31-Jan-22  
10:19 AM

JON F. SWIFT, INC.  
Payroll AR Billing Report  
Job: 1211 Tatum Ridge Elementary School  
for Task:011800

Page: 1 of 1

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Bowen, Tina L.							
12/24/2021	011800		011800	19.00	Regular	40	760.00
				19.00			760.00
Job Totals				19.00			760.00

1211-06-1010  
locktite for door  
screws

**LOWE'S**

LOWE'S HOME CENTERS, LLC  
5750 FRUITVILLE ROAD  
SARASOTA, FL 34232 (941) 961-6261

- SALE -

SALES#: S1935WCI 2585600 TRANS#: 88674653 03-30-22

125874 6 NL THREADLOCKER RED 7.38

SUBTOTAL: 7.38

TAX: 0.52

INVOICE 01608 TOTAL: 7.90

VISA: 7.90

VISA:XXXXXXXXXX3599 AMOUNT:7.90 AUTHCD:032158

CHIP REFID:193501131338 03/30/22 17:10:51

CUSTOMER CODE: tatum

APL: CHASE VISA TVR: 0080008000

AID: A0000000031010 TSI: E800

STORE: 1935 TERMINAL: 01 03/30/22 17:11:16

# OF ITEMS PURCHASED: 1

EXCLUDES FEES, SERVICES AND SPECIAL ORDER-ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT

LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE

AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: DENNY WARREN

LOWE'S PRICE PROMISE

FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*

SHARE YOUR FEEDBACK! \*

ENTER FOR A CHANCE TO BE \*

ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! \*

ENTRE EN EL SORTEO MENSUAL \*

PARA SER UNO DE LOS CINCO GANADORES DE \$500! \*

ENTER BY COMPLETING A SHORT SURVEY \*

WITHIN ONE WEEK AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*

V D U R 1 0 1 016088 192670 898421 \*

NO PURCHASE NECESSARY TO ENTER OR WIN. \*

VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. \*

OFFICIAL RULES & WINNERS AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*

\*\*\*\*\*

STORE: 1935 TERMINAL: 01 03/30/22 17:11:16

1211-06-1010  
Replacement  
baseboard  
material

TERS, LLC  
LE ROAD  
(941) 961-6261

SARASOTA, FL 34232

- SALE -

SALES#: S1935WC1 2585600 TRANSM: 88674261 03-30-22

1126378 1X4 CRAFTSMEN TRIM 8-FT W 149.16  
11 @ 13.56  
580244 BRK #9 X 2-1/2-IN INT/EXT 29.98

SUBTOTAL: 179.14  
TAX: 12.54  
INVOICE 01605 TOTAL: 191.68  
VISA: 191.68

VISA:XXXXXXXXXX3599 AMOUNT:191.68 AUTHCD:033536  
CHIP REFID:193501131336 03/30/22 17:04:11  
CUSTOMER CODE: tatum

APL: CHASE VISA TUR: 0080008000

ATD: A0000000031010 ISI: E800

STORE: 1935 TERMINAL: 01 03/30/22 17:05:01

# OF I  
EXCLUDES F

**Approved**  
Justin Williams, PM  
04/11/2022 4:28:59 PM

**JOHN F. SWIFT**  
CONSTRUCTION

12  
ITEMS

THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT  
LOWES.COM/RETURNS  
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: DENNY WARREN

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*

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¡ENTRE EN EL SORTEO MENSUAL  
PARA SER UNO DE LOS CINCO GANADORES DE \$500!

ENTER BY COMPLETING A SHORT SURVEY  
WITHIN ONE WEEK AT: [www.lowes.com/survey](http://www.lowes.com/survey)  
YOUR ID # 016051 193520 897841



2221 EIGHTH STREET  
SARASOTA, FLORIDA 34237  
(941) 951-6100  
FAX (941) 954-4369

# INVOICE

**JOB NAME:** SCSB Refocus Room

**BILL TO:** SCSB Refocus Room

Attn.:

**SHIP TO:**

Attn.:

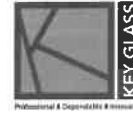
INVOICE DATE	INVOICE NO.	PURCHASE ORDER NO.	TERMS
23-Sep-22	06-1020	N/A	Net 15

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
32	Hrs	Install solid plastic wood base. Repair wall pads damaged by students. Repair existing door closer (service call)	\$ 65.00	\$ 2,080.00
Total				\$ 2,080.00

Please make checks payable to:  
Jon F. Swift, Inc.  
2221 8th Street  
Sarasota, FL 34237

Key Glass, Inc.  
2312 58th Avenue East  
Bradenton, FL 34203

# INVOICE



Phone: 941-755-3414  
Fax: 941-751-0074

Invoice: 2187  
Invoice Date: 3/23/2022

Bill To:	Project Details:
Jon F. Swift, Inc. 2221 8th Street Sarasota, FL 34237  Phone: 941-951-6100 Fax: 941-954-4369	Small Projects 1st Quarter 2022  1211-08-1000

Payment Terms	Contract/ Purchase Order Number	Invoice Due Date
Net 30		4/22/2022

Description
-------------

Project Name:  
Sarasota County Schools  
Door Lite

As per bid proposal from Derek Whetsel dated 12.29.21.

Key Glass provided all labor and material necessary to supply and install (1) HM lite kit frame and (1) piece of laminated glass for and existing door.

\*Glass 9/16" clear laminated  
\*Existing door thickness 1-3/4"

Description	Invoice Amount	Current Due
Work Completed 3.10.22	950.00	950.00
<b>Subtotal Amount</b>	<b>950.00</b>	<b>950.00</b>
<b>Total Invoice Amount Due</b>		<b>950.00</b>



Credit Card payments over \$3,000 are subject to a 3% processing fee.



LOWE'S HOME CENTERS, LLC  
5750 FRUITVILLE ROAD  
SARASOTA, FL 34232 (941) 961-6261

- SALE -

SALES#: S1935R01 3613222 TRANS#: 88202062 02-18-22

841581 DW 1/2-IN CYLINDER ROTARY 4.48  
841582 DW 1/2-IN CONICAL ROTARY 4.48

SUBTOTAL: 8.96

TAX: 0.63

INVOICE 01004 TOTAL: 9.59

VISA: 9.59

VISA:XXXXXXXXXX3599 AMOUNT:9.59 AUTHCD:031278

CHIP REFID:193501120762 02/18/22 11:34:20

CUSTOMER CODE: tatum

APL: CHASE VISA TVR: 0080008000

AID: A0000000031010 TSI: E800

STORE: 1935 TERMINAL: 01 02/18/22 11:34:44

\* OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT

LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE

AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: DENNY WARREN

LOWE'S PRICE PROMISE

FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*

\* SHARE YOUR FEEDBACK! \*

\* ENTER FOR A CHANCE TO BE \*

\* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! \*

\* ENTRE EN EL SORTEO MENSUAL \*

\* PARA SER UNO DE LOS CINCO GANADORES DE \$500! \*

\* \*

\* ENTER BY COMPLETING A SHORT SURVEY \*

\* WITHIN ONE WEEK AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*

\* YOUR ID # 010048 193500 490103 \*

\* \*

\* NO PURCHASE NECESSARY TO ENTER OR WIN. \*

\* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. \*

\* OFFICIAL RULES & WINNERS AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*

\*\*\*\*\*

STORE: 1935 TERMINAL: 01 02/18/22 11:34:44

1211-08-1000

Fix existing  
door strike

**Approved**

Justin Williams, PM

03/07/2022 9:51:21 AM

**NON F. SWIFT**  
CONSTRUCTION



## SERVICE CONTRACTING SOLUTIONS

Invoice ID: 57749  
Invoice Date: 03-17-2022  
PO Number:

To:  
Jon F. Swift Inc  
2221 - 8th Street  
Sarasota, FL 34237

Job Location:  
Tatum Ridge Painting

Item	Description	Units	Unit of Measure	Unit Price	Amount
	Painting at Tatum Ridge				
	labor	8.00	per hour	42.00	336.00
	5 gal primer/5 gal finish paint				234.00

**Approved**

Justin Williams, PM  
03/18/2022 2:32:36 PM

**JON F. SWIFT**  
CONSTRUCTION

DATE DUE: 03-17-2022

Amount Due

\$570.00

FORT MYERS  
12140 Metro Parkway, Suite K  
Fort Myers, FL 33966  
O 239.939.7622 - F 239.939.1543

SARASOTA  
6215 Clarity Court  
Sarasota, FL 34240  
O 941.371.8182 - F 941.371.0563

EAST COAST  
15461 SW 12th Street, Unit 105  
Sunrise, FL 33326  
O 305.364.5092 - F 239.939.1543



# BURGESS SIGNS THE SIGN SHOP

**941-955-7454**

735 N Lime Ave., Sarasota FL 34237  
Fax: 941-952-1118

Web: [www.BurgessSigns.com](http://www.BurgessSigns.com)  
Email: [Info@BurgessSigns.com](mailto:Info@BurgessSigns.com)  
ES0000051

Date: 12/7/2021

Invoice #: 13522

TO: Jon F. Swift Inc.  
2221 8th Street  
Sarasota, FL 34237  
Phone #: 941-951-6100  
ATTN: Mike Huckleberry  
Purchase Order Number:

Fax #: 941-954-4369  
Cell #: 941-356-9649  
Tatum Ridge

Quantity	Description	Unit Price	Line Total
1	6" x 6" x .063 aluminum sign panel with red vinyl letters	\$32.00	\$32.00
<div style="position: relative; width: 100%; height: 100%;"> <div style="position: absolute; top: 20%; left: 20%; font-size: 4em; transform: rotate(-15deg); opacity: 0.5;">TATUM REFOCUS Room</div> <div style="position: absolute; top: 30%; right: 10%; border: 1px solid black; padding: 5px; text-align: center;"> <b>Approved</b>            Justin Williams, PM            01/03/2022 2:00:29 PM  <b>JOHN F. SWIFT</b>            CONSTRUCTION         </div> </div>			

<b>SUB TOTAL:</b>	\$32.00	
Florida State Sales Tax %	6.00%	\$1.92
County Discretionary Surtax %		
Sarasota County	1.00%	\$0.32

Permit & Acquisition Fee

Less Deposit Received

**Please Pay This Amount: \$34.24**

Payment is due upon receipt.  
If you have any questions concerning this invoice,  
please contact us at the number listed above.



Access Fire Protection Inc  
PO Box 519  
Talleavast, FL 34270

# Invoice


Date	Invoice #
11/1/2021	10154

**Bill To**

Jon F. Swift Construction, Inc  
2221 8th Street  
Sarasota, FL 34237

1211-21-0000

P.O. No.	Terms	Project
	Due on receipt	Tatum Ridge

Qty	Description	Rate	Amount
	Add 2 heads and relocate 3 heads	1,750.00	1,750.00
<div><div><b>Approved</b> Justin Williams, PM 11/10/2021 8:35:48 AM </div><div><i>Invoice 10154 billed on pay app #1 &amp; #2 McLean</i></div></div>			
Thank you for your business.			<b>Total</b> \$1,750.00

Phone #	Fax #	E-mail
941-355-3473	866-396-3134	admin@accessfireprotection.net



# Document G704® – 2017

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Tatum Ridge Refocus Room Sarasota, FL	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: November 22, 2021	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001 Date: February 23, 2022
<b>OWNER:</b> <i>(name and address)</i> School Board of Sarasota County 1960 Landings Boulevard, Sarasota, FL 34231	<b>ARCHITECT:</b> <i>(name and address)</i> Schenkel Shultz Architecture 2801 Fruitville Road, Suite 200, Sarasota, FL 34237	<b>CONTRACTOR:</b> <i>(name and address)</i> Jon F. Swift, Inc. 2221 8th Street, Sarasota, FL 34237

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.  
*(Identify the Work, or portion thereof, that is substantially complete.)*

Schenkel Shultz Architecture		Roberto Gonzalez, Architect	December 22, 2021
<b>ARCHITECT</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE OF SUBSTANTIAL COMPLETION</b>

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:  
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED


A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:  
*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Jon F. Swift, Inc.		Justin Williams,, Vice President	2/23/2022
<b>CONTRACTOR</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>
School Board of Sarasota County	Don E Hampton	Don Hampton, Director of Facilities	
<b>OWNER</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>

## Carr Mary

---

**From:** Hampton Don  
**Sent:** Wednesday, January 17, 2024 3:30 PM  
**To:** Carr Mary  
**Cc:** Johnson Eve  
**Subject:** Closeout Docs

Mary,

I have received and reviewed the closeout documents for Tatum Refocus Room and the Southside and Fruitville Decks. These documents are approved. We are good to pay the final invoice for these projects.

Thank you,



**Don Hampton**  
Director  
Facilities Services  
Sarasota County Schools

Office: 941-927-9000 ext. 68835

Mobile: 941-915-7015

Email: [Don.hampton@sarasotacountyschools.net](mailto:Don.hampton@sarasotacountyschools.net)

Web: <https://www.sarasotacountyschools.net/>



This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message. Please be aware that all e-mail to and from Sarasota County Schools is subject to the public records laws of Florida.



**February 6, 2024 Board Meeting**  
Agenda Item 23.

**Title**

ACCEPTANCE OF FACILITIES SERVICES' PROJECT COMPLETION AND APPROVAL FOR FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBTANTIAL COMPLETION FOR THE FRUITVILLE-SOUTHSIDE PLAZA & DECK IMPROVEMENTS DB CONTRACT

**Description**

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22200568-4 are enclosed. The Director of Facilities Services has determined that the project is complete in accordance with state statutes.

**Gap Analysis**

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

**Previous Outcomes**

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months when most of the work takes place.

**Expected Outcomes**

Acceptance of this item will close out the project financially and free up District staff for new projects.

**Strategic Plan Goal**

**Recommendation**

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

**Contact Information**

DON HAMPTON don.hampton@sarasotacountyschools.net  
JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">22200568-4 FINAL</a>	1/23/2024	Cover Memo

22200568-4  
FINAL

## CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

**Project:**

SBSC Contract #22000683  
SBSC Project #5604

Request No:

Pay Application Date:

For Period Ending:

Four (Final)

11/7/2023

10/30/2023

Fruitville-Southside Plaza Outdoor Improvements

**To Owner:**

School Board of Sarasota County  
1960 Landings Boulevard  
Sarasota, FL 34231

**From Construction Manager:**

Jon F. Swift, Inc.  
2221 8th Street  
Sarasota, FL 34240

1. ORIGINAL CONTRACT SUM	\$ 241,969.44
2. NET CHANGE BY CHANGE ORDERS (1-30)	\$ (5,761.50)
3. CONTRACT SUM TO DATE (1. +/- 2.)	\$ 236,207.94
4. TOTAL COMPLETED AND STORED TO DATE	\$ 236,207.94
5. RETAINAGE:	\$ -
6. TOTAL EARNED LESS RETAINAGE (4. - 5.)	\$ 236,207.94
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 216,611.08

8. CURRENT PAYMENT DUE (6. - 7.)	\$ 19,596.86
----------------------------------	--------------

9. BALANCE TO FINISH INCL. RETAINAGE (3. - 6.)	\$ -
--	------

\*\*\*\*\*  
**CERTIFICATION BY THE CONTRACTOR:** The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jon F. Swift, Inc.

BY: Justin Williams 11/7/2023  
Justin Williams, Vice President Date

Personally Known

Subscribed and sworn to before me this 7th  
day of November, 2023

STATE OF FLORIDA  
COUNTY OF Sarasota

Notary Public: Dona Bowel  
My Commission Expires: January 25, 2025



\*\*\*\*\*  
REVIEWED AND RECOMMENDED FOR PAYMENT

By: Don Hampton 11/7/2023  
Digitally signed by Don Hampton Date: 2024.01.23 11:45:27 -05'00'

**Fruitville-Southside Plaza Outdoor Improvements**  
**SCHOOL BOARD OF SARASOTA COUNTY**  
**APPLICATION AND CERTIFICATION FOR PAYMENT**  
 Contractor's signed certification is attached

APPLICATION NUMBER:  
 11/7/2023  
 PERIOD ENDING:  
 10/30/2023  
 SBSC PROJECT NO.: 3226

A	B	C	D	E	F	G	H	I	J	K	L	M	N
OLD CODE CODE	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	Final CO	CHANGE ORDERS	NOTES	REVISED SCHEDULED VALUE (C+D)	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% COMPLETE	BALANCE TO FINISH (F-J)	TOTAL RETAINAGE HELD
<b>DIV 1</b>	<b>GENERAL REQUIREMENTS</b>												
010600	DB Architect	0.00		1125.00		1,125.00	1,125.00			1,125.00	100%	0.00	0.00
010620	DB Landscape Arch.	6,000.00	80.00	80.00		6,080.00	4,815.00	1,265.00		6,080.00	100%	0.00	0.00
010680	BD Structural Engineer	2,250.00	(840.00)	(1740.00)		510.00	510.00			510.00	100%	0.00	0.00
011200	Project Manager	10,920.00	4,200.00	4830.00		15,750.00	11,550.00	4,200.00		15,750.00	100%	0.00	0.00
011210	Proj Manager Vehicle	260.00	100.00	115.00		375.00	275.00	100.00		375.00	100%	0.00	0.00
011220	Project Manager - Fuel	260.00	(194.35)	(194.35)		65.65	65.65			65.65	100%	0.00	0.00
011500	Superintendent	13,260.00	1,020.00	3315.00		16,575.00	15,555.00	1,020.00		16,575.00	100%	0.00	0.00
011510	Superintendent Vehicle	390.00	30.00	97.50		487.50	457.50	30.00		487.50	100%	0.00	0.00
011520	Superintendent - Fuel	488.00		14.56		502.56	502.56			502.56	100%	0.00	0.00
011800	Project Coordinator	2,760.00	440.00	440.00		3,200.00	1,920.00	1,280.00		3,200.00	100%	0.00	0.00
011950	Project Accountant	1,575.00		0.00		1,575.00	1,575.00			1,575.00	100%	0.00	0.00
012150	Plan Cost	150.00	(14.11)	(114.11)		35.89	35.89			35.89	100%	0.00	0.00
012360	Misc Materials	750.00	(113.10)	(613.10)		136.90	136.90			136.90	100%	0.00	0.00
012500	As-Builts/Record Dwgs	250.00	(250.00)	(250.00)		0.00	0.00			0.00	0%	0.00	0.00
	Project Management Softw	607.00		0.00		607.00	607.00			607.00	100%	0.00	0.00
016100	Housekeeping Labor	1,732.00	(294.30)	(1332.80)		399.20	399.20			399.20	100%	0.00	0.00
016150	Housekeeping Materials	0.00		38.50		38.50	38.50			38.50	100%	0.00	0.00
016160	Dumpsters	1,500.00	210.52	(789.48)		710.52	92.36	618.16		710.52	100%	0.00	0.00
016250	Temporary Toilets	450.00	710.43	(450.00)		0.00	0.00			0.00	0%	0.00	0.00
016300	Temporary Labor	1,732.00	(1,570.27)	(1570.27)		161.73	161.73			161.73	100%	0.00	0.00
016350	Ice and Cups	0.00		62.78		62.78	62.78			62.78	100%	0.00	0.00
016500	Temp Fence	0.00	(67.22)	(67.22)		1,620.00	1,620.00			1,620.00	100%	0.00	0.00
017100	Expendable Hand Tool	350.00	(332.90)	(332.90)		17.10	17.10			17.10	100%	0.00	0.00
017150	Equipment Rental	750.00		(75.00)		675.00	675.00			675.00	100%	0.00	0.00
018000	Insurance (Gen Liability)	0.00		2903.63		2,903.63	2,903.63			2,903.63	100%	0.00	0.00
018100	Payment/Perform Bonds	0.00		1742.00		1,742.00	1,742.00			1,742.00	100%	0.00	0.00
<b>DIV 2</b>	<b>EXISTING CONDITIONS</b>												
024100	Demolition - Fruitville	12,300.00		450.00		12,750.00	12,750.00			12,750.00	100%	0.00	0.00
024100	Demolition - Southside	7,000.00		(2200.00)		4,800.00	4,800.00			4,800.00	100%	0.00	0.00
023200	GPR	0.00	280.50	1080.50		1,080.50	800.00	280.50		1,080.50	100%	0.00	0.00
<b>DIV 3</b>	<b>CONCRETE</b>												
030000	Concrete - Fruitville	24,324.00		5346.00		29,670.00	29,670.00			29,670.00	100%	0.00	0.00
030000	Cast-in-Place Southside	28,300.00	(3,852.31)	(16727.00)		11,573.00	11,573.00			11,573.00	100%	0.00	0.00
<b>DIV 6</b>	<b>WOOD/PLASTICS/COMPOSITES</b>												
061010	Rough Carpentry Material	13,350.00	1,837.63	3410.39		16,760.39	14,922.76	1,837.63		16,760.39	100%	0.00	0.00
061020	Rough Carpentry Labor	11,180.00	1,040.00	4680.00		15,860.00	14,820.00	1,040.00		15,860.00	100%	0.00	0.00
<b>DIV9</b>	<b>Finishes</b>												
	Stucco	0.00	847.00	847.00		847.00	0.00	847.00		847.00	100%	0.00	0.00
	Paint	0.00	267.00	267.00		267.00	0.00	267.00		267.00	100%	0.00	0.00
<b>DIV 22</b>	<b>PLUMBING</b>												
220000	Plumbing Allowance	3,300.00		2102.02		5,402.02	5,402.02			5,402.02	100%	0.00	0.00
<b>DIV 26</b>	<b>ELECTRICAL</b>												
260005	Electrical Allowance	0.00		1155.00		1,155.00	1,155.00			1,155.00	100%	0.00	0.00

**Fruitville-Southside Plaza Outdoor Improvements**  
**SCHOOL BOARD OF SARASOTA COUNTY**  
**APPLICATION AND CERTIFICATION FOR PAYMENT**  
Contractor's signed certification is attached

APPLICATION NUMBER:  
11/7/2023  
APPLICATION DATE:  
10/30/2023  
PERIOD ENDING:  
SBSC PROJECT NO: 3226

Four (Final)

A	B	C	D	E	F	G	H	I	J	K	L	M	N
OLD COST CODE	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	CHANGE ORDERS	NOTES	REVISED SCHEDULED VALUE (C+D)	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% COMPLETE	BALANCE TO FINISH (F-J)	% RETAINAGE HELD	TOTAL RETAINAGE HELD
<b>DIV 31</b>	<b>EARTHWORK</b>												
311000	Stewwork and drainage -Fru	11,866.67	(7277.58)		4,589.09	4,589.09			4,589.09	100%	0.00	0%	0.00
311100	Sitework and drainage -Sol	2,400.00	(300.01)		2,099.99	2,099.99			2,099.99	100%	0.00	0%	0.00
<b>DIV 32</b>	<b>EXTERIOR IMPROVEMENTS</b>												
321400	Pavers	10,556.50	1041.50		11,598.00	11,598.00			11,598.00	100%	0.00	0%	
321800	Synthetic Turf	3,672.00	230.00		3,902.00	3,902.00			3,902.00	100%	0.00	0%	0.00
323100	Fences/Gates	1,600.00	20.00		1,620.00	1,620.00			1,620.00	100%	0.00	0%	0.00
329000	Landscaping - Fruitville	18,790.00	14380.00		33,170.00	33,170.00			33,170.00	100%	0.00	0%	
329000	Landscaping - Southside	1,300.00	(1000.00)		300.00	300.00			300.00	100%	0.00	0%	
329200	Seeding/Sodding	1,500.00	(1500.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
<b>DIV 33</b>	<b>UTILITIES</b>												
331300	Bac T Testing	300.00	(300.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
	<b>SUBTOTAL</b>	198173.17	14626.78		212,799.95	200,014.66	12,785.29	0.00	212,799.95		0.00		0.00
11%	CM FEE	21,799.05	1608.94		23,407.99	22,001.61	1,406.38		23,407.99	100%	0.00		
010150	Contingency (CM)	21,997.22	(21997.22)		0.00	0.00	0.00		0.00	0%	0.00		
	<b>GRAND TOTAL</b>	241,969.44	(5,761.50)		236,207.94	222,016.27	14,191.67	0.00	236,207.94	100%	0.00		0.00



**David W. Johnston Associates, Inc.**

630 S. Orange, Suite 202  
Sarasota, FL 34236-4913  
(941)366-3159 Phone  
(941)954-4616 Fax

**Invoice**

DATE	INVOICE #
10/20/2021	8590

**BILL TO**

Justin Williams  
Jon F. Swift Construction, Inc.  
2221 8th Street  
Sarasota, FL 34237

Project No./Name

**2021-05-SCS Plaza**

P.O. #

Fruitville Courtyard

ITEM	DESCRIPTION	HRS/QTY	RATE	AMOUNT
Principal Associate	Site visits to review work in progress. Review/prepare record plans.	4	125.00	500.00
		9	85.00	765.00
1173-01-0620				
<div>Approved Justin Williams, PM 11/01/2021 10:05:16 AM JON F. SWIFT CONSTRUCTION</div>				

**Total** \$1,265.00**Payments/Credits** \$0.00**Balance Due** \$1,265.00

Contract Amount

Billed to Date

Balance

This Billing \$1,265.00

Balance to Complete

7-Nov-23  
10:56 AM

JON F. SWIFT, INC.  
Payroll AR Billing Report  
Job: 1173 Southside Deck Replacement & Fruitville Hardscape 2021  
for Task: 011000

Page: 1 of 1

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Williams, Justin L.							
11/26/2021	011000		011000	8.00	Regular	105	840.00
12/3/2021	011000		011000	8.00	Regular	105	840.00
9/22/2023	011000		011000	10.00	Regular	105	1050.00
9/29/2023	011000		011000	11.00	Regular	105	1155.00
10/13/2023	011000		011000	3.00	Regular	105	315.00
				40.00			4200.00
Job Totals				40.00			4200.00

<b>011210</b>		<b>Project Manager Vehicle</b>		
PR	****	11/26/21	PR Consolidated	20.00
PR	****	12/03/21	PR Consolidated	20.00
PR	****	09/22/23	PR Consolidated	20.00
PR	****	09/29/23	PR Consolidated	20.00
PR	****	10/13/23	PR Consolidated	20.00
Cost Code Totals			0.00      0.00      40.00	100.00

<b>011510</b>		<b>Superintendent Vehicle</b>		
PR	****	09/10/21	PR Consolidated	20.00
PR	****	09/24/21	PR Consolidated	10.00
Cost Code Totals			0.00      0.00      30.00	30.00

7-Feb-22

11:05 AM

JON F. SWIFT, INC.

Page: 1 of 1

Payroll AR Billing Report

Job: 1173 Southside Deck Replacement & Fruitville Hardscape 2021  
for Task: 011500

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Huckleberry, Mike A.							
11/23/2021	011500		011500	8.00	Regular	85	680.00
12/3/2021	011500		011500	4.00	Regular	85	340.00
				12.00			1020.00
Job Totals				12.00			1020.00

7-Feb-22  
11:46 AM

JON F. SWIFT, INC.  
Payroll AR Billing Report  
Job: 1173 Southside Deck Replacement & Fruitville Hardscape 2021  
for Task: 011800

Page: 1 of 1

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Bowen, Tina L.							
11/26/2021	011800		011800	32.00	Regular	40	1280.00
				32.00			1280.00
Job Totals				32.00			1280.00



**On Time Dumpster and Potties**  
1840 61st St., Bldg. A  
Sarasota, FL 34243  
941-739-2017  
ontimedumpsterservice@gmail.com

## Invoice

**Approved**

Justin Williams, PM  
01/03/2022 1:45:27 PM

**JON F. SWIFT**  
CONSTRUCTION

**BILL TO**

Jon F. Swift Inc.  
2221 8th Street  
Sarasota, FL 34237

Fruitville Elem

1173-01-6160

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSURE
8189	08/10/2021	\$618.16	Due on receipt	

**SITE ADDRESS**

601 Honroe

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/09/2021	Haul Fee	Haul fee	1	150.00	150.00
08/09/2021	Dump Fees	Dump Fees	8.36	56.00	468.16

Thank you for your business!

**BALANCE DUE**

**\$618.16**



1748 Independence Blvd., Suite B-1, Sarasota, FL 34234 | p 941.358.7410 | f 941.358.7353

## INVOICE

Remit to: P.O. Box 628734, Orlando, FL 32862-8734

**1173-02-3200**

August 31, 2021

Project No: 1110.2100771.0000

Invoice No: 00533927

Mr. Jon Swift  
Jon F. Swift Construction  
2221 8th Street  
Sarasota, FL 34237

**Terms: Net 30 days**

We accept American Express, Visa,  
Master Card, Discover, and ACH

Project 1110.2100771.0000 Fruitville Elementary - Sarasota  
Location: 601 Honore Avenue  
Sarasota, FL 34232

**Approved**  
Justin Williams, PM  
09/02/2022 2:24:16 PM

**Professional Services through August 31, 2021**

Phase 1110 Fruitville Elementary - Sarasota

**Unit Billing**

Engineering Technician

7/1/2021 242687 2.0 hours @ 50.00 100.00

In-Place Density Tests

7/1/2021 242687-1 2.0 tests @ 20.00 40.00

**Total Units 140.00 140.00**

**Additional Fees**

admin fee 10.00 % of 140.00 14.00  
**Total Additional Fees 14.00 14.00**

**Total this Phase \$154.00**

**Total this Invoice \$154.00**

**JON F. SWIFT**  
CONSTRUCTION



1748 Independence Blvd., Suite B-1, Sarasota, FL 34234 | p 941.358.7410 | f 941.358.7353

## INVOICE

Remit to: P.O. Box 628734, Orlando, FL 32862-8734

September 30, 2021

Project No: 1110.2100771.0000

Invoice No: 00543086

Mr. Jon Swift  
Jon F. Swift Construction  
2221 8th Street  
Sarasota, FL 34237

### Terms: Net 30 days

We accept American Express, Visa,  
Master Card, Discover, and ACH

Project 1110.2100771.0000 Fruitville Elementary - Sarasota  
Location: 601 Honore Avenue  
Sarasota, FL 34232

1173-02-3210

### Professional Services through September 30, 2021

Phase 1110 Fruitville Elementary - Sarasota

#### Unit Billing

Modified or Standard Proctor Density Tes

7/7/2021 7618 1.0 test @ 80.00 80.00

Sieve Analysis Test

7/7/2021 7618 1.0 test @ 35.00 35.00

**Total Units 115.00 115.00**

#### Additional Fees

admin fee 10.00 % of 115.00 11.50  
**Total Additional Fees 11.50 11.50**

**Total this Phase \$126.50**

**Total this Invoice \$126.50**

## Approved

Justin Williams, PM

10/13/2021 11:22:30 AM

**JON F. SWIFT**  
CONSTRUCTION





1173-05-5200

Questions?

We're here to help!

888-270-2972 8am-5pm PST

Shipping

Confirmation



Thank you for your order. Please print this page for your records.

If you have any questions about your order, please [Contact Us](#)**Shopping Cart**

Item	Options	Unit Price	Qty.	Cost
 Aluminum Link Handrail	Color : Natural ProductNum : 711583	\$149.00	1	\$149.00
 Aluminum Link Handrail - Adjustable Elbows	Color : Natural ProductNum : 730628	\$39.95	2	\$79.90
 Aluminum Link Handrail - End Cap	Color : Natural ProductNum : 017853	\$36.25	2	\$72.50
 Aluminum Link Handrail - Wall Return	Color : Natural ProductNum : 018010	\$113.25	2	\$226.50
 Aluminum Link Handrail - Wall Bracket	Color : Natural ProductNum : 018058	\$17.15	4	\$68.60
<b>Subtotal:</b>				\$596.50
<b>Shipping:</b>				\$522.92
<b>Tax:</b>				\$78.36
<b>Total:</b>				\$1,197.78

**Order Confirmation****Confirmation****Order Date:** 08/08/2023**Order Number:** SC&R-35363**Ship To**

justin williams  
2221 8th Street  
Sarasota, FL 34237  
9416855839

**Shipping Method:** Freight shipping**Bill To**

justin williams  
2221 8th Street  
Sarasota, FL 34237  
9416855839  
justin@jonfswiftinc.com (Will send order confirmation to this email)

**Approved****Justin Williams, PM**

08/22/2023 9:12:41 AM

**JON F. SWIFT**  
CONSTRUCTION[Continue Shopping](#)

# ACE Hardware

your convenient neighborhood hardware store

1173-06-1010

THANK YOU FOR SHOPPING WITH  
ACE Hardware 15402  
4231 Tamiami Trail  
Sarasota, FL 34231  
(941) 924-5654

Receipt Required For Refund  
and Exchange

Some Items Non-Refundable!

347 BAN 2227 846 SALE

1	EA	\$12.49	EA
3DS 8X1-5/8 1LB		\$12.49	
511810	1	EA	\$17.33
ANGLE 1/16X1-1/2X4' ALUM		\$17.33	
5118120	2	EA	\$22.43
ANGLE 1/16X2X4' ALUMINUM		\$44.86	
SUB-TOTAL: \$		74.68	TAX: \$ 5.23
		TOTAL: \$	79.91
		BC AMT: \$	79.91

BK CARD#: XXXXXXXXXX3599  
MID:\*\*\*\*\*2883 TID:\*\*\*5114  
AUTH: 04114G AMT: \$ 79.91  
Host reference #:637548 Bat#

Authorizing Network: VISA

Chip Read  
CARD TYPE:VISA  
AID : A000000000  
TVR : 0080008000  
LAD : 060212036  
TSI : E800  
ARC : 00  
MODE : Issuer  
CVM : No CVM  
Name : CHASE VISA  
ATC : 005B  
AC : 1EFL36FE549018DC  
TxnID/ValCode: 028358

**Approved**

Justin Williams, PM  
04/11/2022 4:29:56 PM

**JON F. SWIFT**  
CONSTRUCTION

Bank card USD\$ 79.91



**Metal Works, Inc.**

1821 Myrtle Street • Sarasota, FL 341173-061010

Telephone: (941) 355-0222 • Fax: (941) 355-0222

E-mail: rob@artisticmetalwk.com • www.artisticmetalwk.com

Customer's

Order No. \_\_\_\_\_

Date

10/29 2023

Name

Jon F. Swift

Address

South Side Project

City

State

Zip

SOLD BY

CASH

C.O.D.

CHARGE

ON ACC'T

MOSE RET'D

PAID OUT

QUAN.

DESCRIPTION

PRICE

AMOUNT

1

12" x 3/8" x 40 1/4"  
Aluminum plate

\$ 98

00

THANK YOU

Please keep this copy for reference

TOTAL

\$ 98

00

ALL CLAIMS AND RETURNED GOOD MUST BE ACCOMPANIED BY THIS BILL

Received By \_\_\_\_\_

**Approved**

Justin Williams, PM

11/07/2023 7:54:10 AM

**JOHN F. SWIFT**  
CONSTRUCTION

# 102 SOUTH Side ACE Hardware

**Approved**

Justin Williams, PM  
10/30/2023 3:26:41 PM

**JON F. SWIFT**  
CONSTRUCTION

1173-061010  
Handrail  
fasteners

Noted for Refund  
and Exchange

10/30/23 4:21AM 251 570 SALE

10	EA	59	EA
FASTENERS			\$5.90
10	EA	45	EA
FASTENERS			\$4.50
50	EA	45	EA
FASTENERS			\$3.60
50	EA	45	EA
FASTENERS			\$3.60
50	EA	37	EA
FASTENERS			\$7.40
10	EA	50	EA
FASTENERS			\$5.00

GR TOTAL	\$	40.00	TAX	\$	2.10
			TOTAL	\$	32.10
		57.00	AMT	\$	32.10

10/30/23 4:21AM 251 570 SALE

1173-06-1010

Southside

**Approved**

Justin Williams, PM

09/28/2021 4:24:04 PM

**WON F. SWIFT**  
CONSTRUCTION

loers  
ore done.

BRADENTON, FL 34207 941 753-7777  
STR MGR JUSTIN T.

0244 00034 57512 09/13/21 09:08 AM  
SALE CASHIER ANTOINETTE

814632012702 DEWALT 140W <A,S> 24.98  
DEWALT 140W POWER INVERTER W/(2) 3.  
092097215108 TEKS 8X1 <A> 21.98  
TEKS 8X1" LATH SHARP PT, 510CT  
887480026078 ANG2X96X1/16 <A>  
ANGLE SLD ALUM 96X2X1/16  
3@29.48 88.44

SUBTOTAL 135.40  
SALES TAX 9.48  
TOTAL \$144.88

XXXXXXXXXXXX3599 VISA USD\$ 144.88  
AUTH CODE 01606G/6341390 TA  
Chip Read  
AID A0000000031010 CHASE VISA

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-6100 SUMMARY  
THIS RECEIPT PO/JOB NAME: SOUTHSIDE

2021 PRO XTRA SPEND 09/12: \$945.03  
INCLUDES:  
2021 PROXTRA SAVINGS 09/12: \$5.00

As of 09/13/2021 your Paint Rewards  
level is Member; Spend 952.96 more in  
qualifying paint purchases to earn  
Bronze (10.0% off) on select paint  
items.

Get the CREDIT LINE your business needs  
with The Home Depot Commercial Credit.  
Apply and SAVE UP TO \$100  
on your first purchase.  
Learn more: [homedepot.com/credit](https://www.homedepot.com/credit)

0244 09/13/21 09:08 AM



0244 34 57512 09/13/2021 6510

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 12/12/2021

\*\*\*\*\*  
DID WE NAIL IT?

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](https://www.homedepot.com/survey)

User ID: HXY 115557 115347  
PASSWORD: 21463 115313

1173-06-1010

Southside



How doers  
get more done.

5820 STATE ROAD 64 EAST  
BRADENTON, FL 34208 19411213-6/00

1863 00035 21168 09/13/21 09:40 AM  
SALE CASHIER EDWARD

887480026078 ANG2X96X1/16 <A>  
ANGLE SLD ALUM 96X2X1/16  
7@29.48 206.36  
008925138242 DIABLO80GSH <A> 9.97  
DIABLO 4.5" 80G SPEED HUB FLAP DISC

SUBTOTAL 216.33  
SALES TAX 15.15  
TOTAL \$231.48

XXXXXXXXXXXX3599 VISA USD\$ 231.48

AUTH CODE 033316/6351442 TA

Chip Read  
AID A0000000031010 CHASE VISA

PRO

PRO XTRA #  
THIS RECEIPT

**Approved**

Justin Williams, PM  
09/28/2021 4:25:24 PM

2021 PRO XT 20.43  
INCLUDES:  
2021 PROXTRA SAVINGS 09/12 20.00

**JON F. SWIFT**  
CONSTRUCTION

As of 09/13/2021 your Paint Rewards  
level is Member; Spend 952.96 more in  
qualifying paint purchases to earn  
Bronze (10.0% off) on select paint  
items.

Get the CREDIT LINE your business needs  
with The Home Depot Commercial Credit.  
Apply and SAVE UP TO \$100  
on your first purchase.  
Learn more: [homedepot.com/credit](http://homedepot.com/credit)

1863 09/13/21 09:40 AM



1863 35 21168 09/13/2021 2070

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 12/12/2021

\*\*\*\*\*  
DID WE NAIL IT?

Survey for a chance to WIN

1173-06-1010

**Approved**

Justin Williams, PM

09/20/2021 9:54:54 AM

**ION F. SWIFT**  
CONSTRUCTION



LOWE'S HOME CENTERS, L.L.C.  
5750 FRUITVILLE ROAD  
SARASOTA, FL 34232 (941) 961-6261

- SALE -

SALES#: S1935WC1 2505600 TRANS#: 9297584 09-10-21

916598 10LB COMPOSITE SCR 2-1/2 49.98

SUBTOTAL: 49.98

TAX: 3.50

INVOICE 09535 TOTAL: 53.48

VISA: 53.48

VISA: XXXXXXXXXXXX3599 AMOUNT:53.48 AUTHCD: 09524G

CHIP REFID:193509049666 09/10/21 14:13:03

CUSTOMER CODE: south side

APL: CHASE VISA TVR: 0080008000

AID: A0000000031010 TSI: E800

STORE: 1935 TERMINAL: 09 09/10/21 14:13:04

# OF ITEMS PURCHASED: 1

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT

LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: MICKEY RATHERS

LOWE'S PRICE PROMISE

FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*

SHARE YOUR FEEDBACK!

ENTER FOR A CHANCE TO BE

ONE OF FIVE \$500 WINNERS DRAWN MONTHLY!

¡ENTRE EN EL SORTEO MENSUAL

PARA SER UNO DE LOS CINCO GANADORES DE \$500!

ENTER BY COMPLETING A SHORT SURVEY

WITHIN ONE WEEK AT: [www.lowes.com/survey](http://www.lowes.com/survey)

V N I R I D #095352 193592 533399



2221 EIGHTH STREET  
SARASOTA, FLORIDA 34237  
(941) 951-6100  
FAX (941) 954-4369

# INVOICE

**JOB NAME:** Southside North Deck

**BILL TO:**

SCSB Construction Services

Attn.:

**SHIP TO:**

Attn.:

INVOICE DATE	INVOICE NO.	PURCHASE ORDER NO.	TERMS
7-Nov-23	1	06-1020	Net 15

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
16	Hrs	Installed aluminum handrail on existing aluminum guardrail.	\$ 65.00	\$ 1,040.00
Total				\$ 1,040.00

Please make checks payable to:

Jon F. Swift, Inc.  
2221 8th Street  
Sarasota, FL 34237



Doug Parsons Stucco, Inc.  
1605 Hammock Drive  
Nokomis, Florida 34275  
FAX/PHONE (941) 486-1355  
email: [dpstucco@comcast.net](mailto:dpstucco@comcast.net)  
[www.venicesarasotastucco.com](http://www.venicesarasotastucco.com)

# Invoice


1173-09-2400

Bill To:

Jon F. Swift, Inc.  
2221 8th Street  
Sarasota, FL 34237

Invoices are all payable to Doug Parsons Stucco, inc by  
check sent to 1605 Hammock Dr., Nokomis, FL 34275

Date	Invoice No.	P.O. Number	Terms	Project
12/07/21	4735		Net on Receipt	Southside Elementary School

Item	Description	Quantity	Rate	Amount
Labor	Invoice Based on 9/22/21 Estimate # 8054 Stucco Sand Finish 60 Sq Ft Ramp Sides - 2 Men/ 8 Hours		752.00	752.00
Material	Stucco, Link, Visqueen, Fuel		95.00	95.00
			<div><b>Approved</b> Justin Williams, PM 12/07/2021 5:06:59 PM </div>	
			Total	\$847.00



# SERVICE CONTRACTING SOLUTIONS

Invoice ID: 58023  
Invoice Date: 05-09-2022  
PO Number:

To:  
Jon F. Swift Inc  
2221 - 8th Street  
Sarasota, FL 34237

Job Location:  
Southside Elementary School

1173-09-9100

Item	Description	Units	Unit of Measure	Unit Price	Amount
	Southside Elementary Painting per ticket 13289				267.00

**Approved**

Justin Williams, PM  
05/12/2022 12:25:12 PM

**JON F. SWIFT**  
CONSTRUCTION

DATE DUE: 05-09-2022

Amount Due

\$267.00

FORT MYERS  
12140 Metro Parkway, Suite K  
Fort Myers, FL 33966  
O 239.939.7622 - F 239.939.1543

SARASOTA  
6215 Clarity Court  
Sarasota, FL 34240  
O 941.371.8182 - F 941.371.0563

EAST COAST  
15461 SW 12th Street, Unit 105  
Sunrise, FL 33326  
O 305.364.5092 - F 239.939.1543



**SERVICE CONTRACTING  
SOLUTIONS**

No. 13289  
Extra Work/Time & Material Ticket

SCS Job No 17-7507-SH

Employee Name Bill Carcoran

Ticket No \_\_\_\_\_

Project Southside Elementary School

Date 04-04-2022

Customer/Contractor John Swift

Cust Ref No \_\_\_\_\_

Work Description: (Be Specific)

Requested work - Painting of new stucco on exterior  
of school

### LABOR

Date	Name	Trade	Foreman	Journeyman	Apprentice	Total Hours	Rate	Price
03-29	Javier	Painter		✓	ST	3.5	42	147
					OT			
					ST			
					OT			
					ST			
					OT			
					ST			
					OT			
					ST			
					OT			

Subtotal \$147

### MATERIALS

Qty	Description	Unit Price	Price
2 Gal	Loxon Primer	29	58
2 Gal	Super Paint Satin	31	62

Subtotal \$120

### EQUIPMENT

Qty	Description	Unit Price	Price

Subtotal \_\_\_\_\_

Tax \_\_\_\_\_

Contractor/Customer \_\_\_\_\_

Total \$267

Office - White Copy

Customer - Yellow Copy

Supervisor - Pink Copy

## Carr Mary

---

**From:** Hampton Don  
**Sent:** Wednesday, January 17, 2024 3:30 PM  
**To:** Carr Mary  
**Cc:** Johnson Eve  
**Subject:** Closeout Docs

Mary,

I have received and reviewed the closeout documents for Tatum Refocus Room and the Southside and Fruitville Decks. These documents are approved. We are good to pay the final invoice for these projects.

Thank you,



**Don Hampton**  
Director  
Facilities Services  
Sarasota County Schools

Office: 941-927-9000 ext. 68835

Mobile: 941-915-7015

Email: [Don.hampton@sarasotacountyschools.net](mailto:Don.hampton@sarasotacountyschools.net)

Web: <https://www.sarasotacountyschools.net/>



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AIA®

## Document G704® – 2017

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Fruitville and Southside Elementary Schools Plaza and Outdoor Deck Improvements Sarasota, FL	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: July 2, 2022	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 01  Date: March 7, 2023
<b>OWNER:</b> <i>(name and address)</i> Sarasota County Schools 1960 Landings Boulevard Sarasota, FL 34231	<b>ARCHITECT:</b> <i>(name and address)</i> David W Johnston and Associates 630 S Orange Ave, Ste 202 Sarasota, FL 34236-7504	<b>CONTRACTOR:</b> <i>(name and address)</i> Jon F. Swift, Inc. 2221 8th Street Sarasota, FL 34237

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*

All work is substantially complete. Per owner request, permanent irrigation omitted (per SCSB guidelines). Hand watering provided by CM and School. — *Fruitville School Only*

David W Johnston and  
Associates

ARCHITECT *(Firm Name)*

SIGNATURE

Phil Smith, ASLA  
Principal

PRINTED NAME AND TITLE

September 13, 2021

DATE OF SUBSTANTIAL COMPLETION

## WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

## WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Jon F. Swift, Inc.

CONTRACTOR *(Firm Name)*

Sarasota County Schools

OWNER *(Firm Name)*

SIGNATURE

SIGNATURE

Don Hampton

Justin Williams, V.P.

PRINTED NAME AND TITLE

Digitally signed by Don Hampton  
Date: 2023.03.08 15:16:18 -05'00'

PRINTED NAME AND TITLE

March 7, 2023

DATE

DATE



**February 6, 2024 Board Meeting**  
Agenda Item 24.

**Title**

ACCEPTANCE OF CONSTRUCTION SERVICES' PROJECT COMPLETION AND APPROVAL OF FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE LANDINGS SINGLE POINT ENTRY SECURITY 2020 DB CONTRACT

**Description**

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22004403-12 are enclosed. The Director of Construction Services has determined that the project is complete in accordance with state statutes.

**Gap Analysis**

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

**Previous Outcomes**

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months, when most of the work takes place.

**Expected Outcomes**

Acceptance of this item will close out the project financially and free up District staff for new projects.

**Strategic Plan Goal**

**Recommendation**

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

**Contact Information**

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">Final Pay App 12 LandingsSinglePointEntry Email SubstantialComp 12-2023</a>	1/8/2024	Cover Memo



# Design Build and Construction Manager at Risk GMP Pay Application Review Check Sheet

**Project:** The Landings - Single Point of Entry

**Review Date By Project Manager** 12/19/2023

**Contract #:** SCS Project ID #4014 / PO #22004403

Review	Completed
<b>General Conditions and General Requirements Review</b>	<b>(Y / N / NA )</b>
a. Ensure charges submitted are in line with negotiated contract Schedule of Values	Y
b. Charges are responsible and fair based on the job progress	Y
c. Field personnel being charged to the job have been onsite performing assigned duties	Y
d. Time charged for any contractor office personnel is consistent with negotiated contract time	Y
e. Verified all backup documentation is provided for all items listed on the detailed transaction report for all General Conditions and General Requirement line items	Y
f. Review General Conditions GMP. Are adjustments needed? Yes _____ No <u>X</u>	
g. If "Yes", set up meeting to discuss needed changes Date of meeting _____	
<b>Contingency Tracking</b>	
a. Reviewed Contingency Modification Tracking Sheet	Y
b. Reviewed remaining contract contingency	Y
c. Process new Contingency Modifications	Y
<b>Direct Purchase Order Log</b>	
a. Reviewed Direct Purchase Order log	N/A
b. Reviewed open DPO's for potential closure	N/A
<b>Change Order Tracking Log</b>	
a. Reviewed Change Order Tracking Log	Y
b. Verified all approved change orders have been added or deducted from the contract	Y
<b>Backup Documentation</b>	
a. Verified all backup documentation is provided for all items listed on the detailed transaction report provided for all cost of work line items in the pay application	Y
b. Verified all total charges on the detailed transaction report agree with what is entered in the contract continuation sheet	Y
<b>Retainage</b>	
a. Reviewed current level of retainage being held	Y
b. If a retainage reduction is requested, verify a Retainage Reduction Request Form is being submitted with pay application	N/A

All required backup documentation has been submitted and reviewed to be complete for Pay Application # 12R .

All charges have been reviewed and are in agreement with the original contract.

Ralph Abela  
Digitally signed by Ralph Abela  
DN: C=US,  
E=ralph@magnumbuilders.com,  
O=Magnum Builders of Sarasota,  
OU=Project Manager, CN=Ralph Abela  
Date: 2023.12.19 15:36:15-05'00'

Brian T. Mabee  
Digitally signed by Brian T. Mabee  
Date: 2023.12.19 15:53:43  
-05'00'

Mercedes Bustelo  
Digitally signed by Mercedes Bustelo  
Date: 2023.12.19 16:04:39  
-05'00'

Contractor

Project Manager

Accounting Verification

Jane Dreger  
Digitally signed by Jane Dreger  
Date: 2024.01.08 09:42:07  
-05'00'

Director Signature



Magnum Builders of Sarasota, Inc.  
201 Fletcher Ave  
Suite 120  
Sarasota FL 234237  
941-351-5560

License: CBC015667

**FINAL**  
**Progress Billing**

Application: 12

Period: 11/10/2023

**Owner:** School Board of Sarasota Cnty  
7895 Fruitville Road  
Sarasota FL 34240

**Job Location:** The Landings Single Point  
7895 Fruitville Road  
Sarasota FL 34240

## Application For Payment On Contract

Original Contract.....	682,303.54
Net Change by Change Orders.....	320,070.67
Contract Sum to Date.....	1,002,374.21
Total Complete to Date.....	1,002,374.21
Total Retained.....	0.00
Total Earned Less Retained.....	1,002,374.21
Less Previous Billings.....	1,001,220.51
Current Payment Due.....	1,153.70
Balance on Contract.....	0.00

## Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: \_\_\_\_\_

Date: 11/13/2023

**Brian T. Mabee** Digitally signed by Brian T. Mabee  
Date: 2023.12.20 11:35:09 -05'00'

*Terms: Invoices are due and payable 10TH from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per annum. Please make checks payable to: Magnum Builders of Sarasota, Inc.*

*Thank you for your prompt payment.*



# PROGRESS BILLING

Application: 12

Period: 11/10/2023

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Project Executive	4,676.00		4,676.00	4,600.00	76.00		4,676.00	100.00		
Project Manager	33,419.00		33,419.00	33,000.00	419.00		33,419.00	100.00		
General Superintendent	4,157.00		4,157.00	4,157.00			4,157.00	100.00		
Superintendent	70,595.90		70,595.90	70,595.90			70,595.90	100.00		
Project Coordinator	4,476.15		4,476.15	3,780.00	696.15		4,476.15	100.00		
Flagmen/Temporary Labor	861.20		861.20		861.20		861.20	100.00		
IT & Support	300.00		300.00	300.00			300.00	100.00		
Office Supplies/Postage	600.00		600.00	32.59	567.41		600.00	100.00		
Rental Equipment	1,675.00		1,675.00	1,156.56	518.44		1,675.00	100.00		
Safety/Misc. Protection	4,155.00		4,155.00	4,052.39	102.61		4,155.00	100.00		
Material Testing	1,500.00		1,500.00		1,500.00		1,500.00	100.00		
Reproduction/Blueprint/Costs	1,400.00		1,400.00	212.03	1,187.97		1,400.00	100.00		
Roll-Off Debris Hauling	2,050.00		2,050.00	1,916.48	133.52		2,050.00	100.00		
Temp Toilets	285.00		285.00	285.00			285.00	100.00		
Final Clean-up Labor/Site Cl	5,250.00		5,250.00	4,110.00	1,140.00		5,250.00	100.00		
Surveying Costs										
Sitework	17,000.00		17,000.00	7,480.00	9,520.00		17,000.00	100.00		
Tree Trimming	24,400.00		24,400.00	24,400.00			24,400.00	100.00		
Sod										
Landscape Restoration										
Selective Demolition	10,320.00		10,320.00	9,320.00	1,000.00		10,320.00	100.00		
Concrete	26,008.90		26,008.90	26,008.90			26,008.90	100.00		
Masonry/Brick										
Casework	35,541.00		35,541.00	35,316.00	225.00		35,541.00	100.00		
HM Doors, Frames & Hardw	67,122.21		67,122.21	66,626.52	495.69		67,122.21	100.00		
Storefront Doors/Ballistics Gl	91,870.00		91,870.00	85,760.00	6,110.00		91,870.00	100.00		
Metal framing/drywall/ballisti	56,425.00		56,425.00	55,225.00	1,200.00		56,425.00	100.00		
Acoustical Ceilings	3,500.00		3,500.00	2,920.00	580.00		3,500.00	100.00		
Flooring										

# PROGRESS BILLING

Application: 12

Period: 11/10/2023

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
Painting	6,781.00		6,781.00	6,781.00			6,781.00	100.00		
Entry Canopy(engineering, a	10,880.00		10,880.00	8,880.00	2,000.00		10,880.00	100.00		
Interior Signage & Wayfindin	19,935.17		19,935.17	19,935.17			19,935.17	100.00		
HVAC	13,028.00		13,028.00	13,028.00			13,028.00	100.00		
Plumbing	14,003.64		14,003.64	14,003.64			14,003.64	100.00		
Electrical	118,587.71		118,587.71	118,587.71			118,587.71	100.00		
Contingency(original value =	112.92		112.92		112.92		112.92	100.00		
GL Insurance & Completed	9,127.97		9,127.97	9,127.97			9,127.97	100.00		
CM Markup(8%)	74,740.92		74,740.92	72,125.00	2,615.92		74,740.92	100.00		
Performance & Payment Bo	18,267.04		18,267.04	13,209.50	5,057.54		18,267.04	100.00		
Architectural, MEP Engineeri	111,100.00		111,100.00	111,100.00			111,100.00	100.00		
CO#2 - Board Room Upgrad	63,972.54		63,972.54	63,338.78	633.76		63,972.54	100.00		
CO#2 - Board Room Upgrad	47,874.00		47,874.00	47,874.00			47,874.00	100.00		
CO#2 - Board Room Upgrad	42,034.74		42,034.74	42,034.74			42,034.74	100.00		
Use of Contingency 01 - Bus	21,371.00		21,371.00	15,646.89	5,724.11		21,371.00	100.00		
Use of Contingency Added S	1,444.50		1,444.50	1,444.50			1,444.50	100.00		
Use of Contingency 03 - Cha										
Use of Contingency - Electric	2,849.26		2,849.26	2,849.26			2,849.26	100.00		
Deductive Change Order		-41,323.56	-41,323.56		-41,323.56		-41,323.56	100.00		
<b>Totals:</b>	<b>1,043,697.77</b>	<b>-41,323.56</b>	<b>1,002,374.21</b>	<b>1,001,220.51</b>	<b>1,153.70</b>		<b>1,002,374.21</b>	<b>100.00</b>		



**MAGNUM  
BUILDERS**

CGC-1525991

CBC-015667

201 Fletcher Ave., Suite 120  
Sarasota, FL 34237  
941.351.5560  
info@magnumbuilders.com  
magnumbuilders.com

## 2013 – The Landings Single Point Entry Project

### Detailed Transaction Report – Through November 13, 2023

Item No.	Title	\$amount	Comments
001	Project Executive	\$76.00	
002	Project Manager	\$419.00	
005	Project Coordinator	\$696.15	
006	Flagmen/Temporary Labor	\$861.20	
008	Office Supplies/Postage	\$567.41	
009	Rental Equipment	\$518.44	
010	Safety/Misc. Protection	\$102.61	
011	Material Testing	\$1,500.00	
012	Reproduction/Blueprint/Costs	\$1,187.97	
013	Roll-Off Debris Hauling	\$133.52	
015	Final Clean-up Labor/Site Cl	\$1,140.00	
017	Sitework	\$9,520.00	
021	Selective Demolition	\$1,000.00	
024	Casework	\$225.00	
025	HM Doors, Frames & Hardw	\$495.69	
026	Storefront Doors/Ballistics Gl	\$6,110.00	
027	Metal framing/drywall/ballisti	\$1,200.00	
028	Acoustical Ceilings	\$580.00	
031	Entry Canopy(engineering, a	\$2,000.00	
036	Contingency (original value =	\$112.92	
038	CM Markup	\$2,615.92	8%
039	Performance & Payment Bonds	\$5,057.54	
041	CO#2 - Board Room Upgrad	\$633.76	
044	Use of Contingency 01 – Bus	\$5,724.11	
049	Change Order#05 – GMP Reconciliation	(-\$41,323.56)	
	Totals	\$1,153.68	

# Certificate of Substantial Completion

Project: The Landings Single Point  
Entry Security 2020

Project Number: 4014

Contract For: The Landings Single Point  
Entry Security 2020  
1980 Landings Boulevard – Brown Building  
Sarasota, FL 34231

Contract Date: April 23, 2020

To Owner:  
School Board of Sarasota County, FL  
7895 Fruitville Road  
Sarasota, FL 34240

To Contractor  
Magnum Builders of Sarasota, Inc.  
4545 Northgate Court  
Sarasota, FL 34234

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE  
SHALL INCLUDE:

Provide Design and Construction services of the reconfiguration of existing  
brown building to create a single point access for the public visiting the Landings.

The work performed under this Contract has been reviewed and found, to the Contractor's best knowledge,  
information and belief, to be substantially complete. Substantial Completion is the stage in the progress of  
the Work when the Work or designated portion is sufficiently complete in accordance with the Contract  
documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial  
Completion of the Project or portion designated above is the date of issuance established by this Certificate,  
which is also the date of commencement of applicable warranties required by the Contract Documents,  
except as stated below:

By  Date: \_\_\_\_\_

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list  
does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract  
Documents. Unless otherwise agreed to in writing, the date of Commencement of warranties for items on  
the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective:

The Contractor will complete or correct the Work on the list of items attached hereto within thirty ( 30 )  
days from the above date of Substantial Completion.

MAGNUM BUILDERS OF SARASOTA, INC. By  Date: 10-23-23  
Contractor CLINT R. RILEY

The Owner accepts the Work or designated portion as substantially complete and will assume full  
possession at 5:00 AM (time) on October 8, 2021.

SCHOOL BOARD OF SARASOTA COUNTY By:  Date: \_\_\_\_\_  
Brian T. Mabee Digitally signed by Brian T. Mabee  
Date: 2023.11.22 10:52:30 -05'00'

## Bustelo Mercedes

---

**From:** Mabee Brian  
**Sent:** Friday, December 15, 2023 7:58 AM  
**To:** Bustelo Mercedes  
**Subject:** FW: Landings Projects - Record Submissions

See below. Magnum provided explanation for Wayne's comments and looks like we have all required close outs for the Landings – Single Point of Entry project (there were no structural PDFs and we are checking to see if we need the A/E asbestos form since we have one from Magnum). Please process the final payment. Thanks.



*Brian T. Mabee*

Project Manager, Construction Services  
Sarasota County Schools  
7895 Fruitville Road, Sarasota, FL 34240

Office: 941.927.9000 ext. 69033

Cell: 941.468.4157

Email: [brian.mabee@sarasotacountyschools.net](mailto:brian.mabee@sarasotacountyschools.net)

Web: <https://www.sarasotacountyschools.net/>



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**From:** Clint Riley <[criley@magnumbuilders.com](mailto:criley@magnumbuilders.com)>  
**Sent:** Thursday, December 14, 2023 3:29 PM  
**To:** Starr Wayne <[Wayne.Starr@sarasotacountyschools.net](mailto:Wayne.Starr@sarasotacountyschools.net)>  
**Cc:** Mabee Brian <[Brian.Mabee@sarasotacountyschools.net](mailto:Brian.Mabee@sarasotacountyschools.net)>; Fred Koenig <[fkoenig@halldarling.com](mailto:fkoenig@halldarling.com)>; Bustelo Mercedes <[Mercedes.Bustelo@sarasotacountyschools.net](mailto:Mercedes.Bustelo@sarasotacountyschools.net)>; Ralph Abela <[rabela@magnumbuilders.com](mailto:rabela@magnumbuilders.com)>; Mike Baltzer <[mbaltzer@magnumbuilders.com](mailto:mbaltzer@magnumbuilders.com)>  
**Subject:** Re: Landings Projects - Record Submissions

### External Email - Be Suspicious of Attachments, Links, and Requests for Login Information

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Brian and Wayne,

No structural plans were provided by the design team. All engineering is contained in the subcontractor shop drawings (canopy).

Magnum provided the Non-use Asbestos form (never had the architect do before but can do so if necessary).

Please advise if this is acceptable to all.

Thank you,

Clint Riley

Vice President  
Magnum Builders

Sent from my iPhone

On Dec 14, 2023, at 2:49 PM, Starr Wayne <[Wayne.Starr@sarasotacountyschools.net](mailto:Wayne.Starr@sarasotacountyschools.net)> wrote:

Afternoon Brian,

Sorry to delay as I prev downloaded and started review but was pulled off.

Missing Items:

Non-use of asbestos letter from A/E may be needed as well (check with Jane if this is an Audit Item).  
Structural PDF's and AutoCAD sheet (files) are missing.

Other than these items it looks great.

Thanks,  
Wayne

---

**From:** Mabee Brian <[Brian.Mabee@sarasotacountyschools.net](mailto:Brian.Mabee@sarasotacountyschools.net)>  
**Sent:** Thursday, December 14, 2023 12:47 PM  
**To:** Starr Wayne <[Wayne.Starr@sarasotacountyschools.net](mailto:Wayne.Starr@sarasotacountyschools.net)>; Clint Riley <[criley@magnumbuilders.com](mailto:criley@magnumbuilders.com)>; Fred Koenig <[fkoenig@halldarling.com](mailto:fkoenig@halldarling.com)>  
**Cc:** Bustelo Mercedes <[Mercedes.Bustelo@sarasotacountyschools.net](mailto:Mercedes.Bustelo@sarasotacountyschools.net)>  
**Subject:** RE: Landings Projects - Record Submissions

Wayne, just checking back to see if there is anything missing for the Landings – Single Point of Use close outs. We are looking to close the project and want to make sure we have everything. Let me know. Thanks.



**February 6, 2024 Board Meeting**  
Agenda Item 25.

**Title**

ACCEPTANCE OF CONSTRUCTION SERVICES' PROJECT COMPLETION AND APPROVAL OF FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR FRUITVILLE ELEMENTARY SCHOOL BUILDING 8 RENOVATION DB CONTRACT

**Description**

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22304221-04 are enclosed. The Director of Construction Services has determined that the project is complete in accordance with state statutes.

**Gap Analysis**

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

**Previous Outcomes**

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months, when most of the work takes place.

**Expected Outcomes**

Acceptance of this item will close out the project financially and free up District staff for new projects.

**Strategic Plan Goal**

**Recommendation**

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

**Contact Information**

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description

[Final Pay App 04 Fruitville Bldg 08 Email SubstantialComp 11.30.23](#)

Upload Date

1/8/2024

Type

Cover Memo

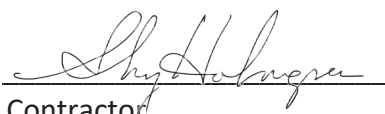


# Design Build and Construction Manager at Risk GMP Pay Application Review Check Sheet

**Project:** Fruitville Elementary School Bldg. 8 Renovation **Review Date By Project Manager** 12/20/2023  
**Contract #:** 22304221

Review	Completed
<b>General Conditions and General Requirements Review</b>	<b>(Y / N / NA )</b>
a. Ensure charges submitted are in line with negotiated contract Schedule of Values	Y
b. Charges are responsible and fair based on the job progress	Y
c. Field personnel being charged to the job have been onsite performing assigned duties	Y
d. Time charged for any contractor office personnel is consistent with negotiated contract time	Y
e. Verified all backup documentation is provided for all items listed on the detailed transaction report for all General Conditions and General Requirement line items	Y
f. Review General Conditions GMP. Are adjustments needed? Yes _____ No <u>X</u>	Y
g. If "Yes", set up meeting to discuss needed changes Date of meeting <u>N/A</u>	Y
<b>Contingency Tracking</b>	
a. Reviewed Contingency Modification Tracking Sheet	Y
b. Reviewed remaining contract contingency	Y
c. Process new Contingency Modifications	Y
<b>Direct Purchase Order Log</b>	
a. Reviewed Direct Purchase Order log	Y
b. Reviewed open DPO's for potential closure	Y
<b>Change Order Tracking Log</b>	
a. Reviewed Change Order Tracking Log	Y
b. Verified all approved change orders have been added or deducted from the contract	Y
<b>Backup Documentation</b>	
a. Verified all backup documentation is provided for all items listed on the detailed transaction report provided for all cost of work line items in the pay application	Y
b. Verified all total charges on the detailed transaction report agree with what is entered in the contract continuation sheet	Y
<b>Retainage</b>	
a. Reviewed current level of retainage being held	Y
b. If a retainage reduction is requested, verify a Retainage Reduction Request Form is being submitted with pay application	Y

All required backup documentation has been submitted and reviewed to be complete for Pay Application # 4.  
All charges have been reviewed and are in agreement with the original contract.

  
Contractor

Jane Dreger  
Digitally signed by Jane Dreger  
Date: 2023.12.20 14:34:14  
-05'00'

Director Signature

Stephen Clark  
Digitally signed by Stephen Clark  
Date: 2023.12.20 10:21:33  
-05'00'

Project Manager

Mercedes Bustelo  
Digitally signed by Mercedes Bustelo  
Date: 2023.12.20 10:51:55  
-05'00'

Accounting Verification



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: School Board of Sarasota Cnty  
1960 Landings Blvd.  
Sarasota, FL 34231

PROJECT: Fruitville Bldg. 8 Renovation  
601 Honore Avenue  
Sarasota, FL 34232

APPLICATION NO: 23009-00004

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐

PERIOD TO: 11/30/2023

FROM CONTRACTOR: P.J. Hayes, Inc d/b/a Tandem Construction  
5391 Lakewood Ranch Blvd. N.,  
Suite 200  
Sarasota, FL 34240

VIA ARCHITECT:

PROJECT: 22304221

CONTRACT DATE: 6/13/2023

Contract For:


CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$239,179.91
2. Net change by Change Orders	(41,227.49)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	197,952.42
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	197,952.42
5. RETAINAGE:	
a. 0 % of Completed Work & Stored Material (Column D + E + F on G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	197,952.42
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	152,128.08
8. CURRENT PAYMENT DUE	45,824.34
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6 Total)	\$0.00

CONTRACTOR:

By:  Date: 12/19/2023

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	584.19	(41,811.68)
TOTALS	584.19	(41,811.68)
NET CHANGES by Change Order		(41,227.49)

REVIEWED AND RECOMMENDED FOR PAYMENT

By: **Stephen Clark** Digitally signed by Stephen Clark  
Date: 2023.12.20 10:22:32 -05'00'

Owner's Representative: SBSC Project Manager

CONTINUATION SHEET

ITEM	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	CHANGE ORDERS	REVISED SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE HELD
					FROM PREVIOUS APPLICATION	THIS PERIOD					
1-01-0040	Sr. Project Manager	5,400.00	(1,219.04)	4,180.96	4,180.96		0.00	4,180.96	100.0		
1-01-0055	Asst. Project Manager	8,400.00	(2,229.78)	6,170.22	5,997.73	172.49	0.00	6,170.22	100.0		
1-01-0065	Project Super - Interior	26,000.00	(16,212.03)	9,787.97	9,787.97		0.00	9,787.97	100.0		
1-01-0090	Contract Administrator	2,320.00	1,329.72	3,649.72	2,653.75	995.97	0.00	3,649.72	100.0		
1-01-0100	Accounting	1,500.00	584.19	2,084.19	845.70	1,238.49	0.00	2,084.19	100.0		
1-01-0125	Temp Labor	1,792.00	(1,256.00)	536.00	536.00		0.00	536.00	100.0		
1-01-0170	Temporary Toilet	240.00	(240.00)				0.00				
1-01-0190	Drinking Water, Ice, Cups	100.00	(100.00)				0.00				
1-01-0220	Waste Management & Disposal	1,350.00	(46.85)	1,303.15	892.48	410.67	0.00	1,303.15	100.0		
1-01-0250	Small Hand Tools/Misc Cons.	700.00	(465.70)	234.30	195.31	38.99	0.00	234.30	100.0		
1-01-0300	Liability & Umbrella Insurance	2,331.00		2,331.00	2,331.00		0.00	2,331.00	100.0		
1-01-0320	Payment and Performance Bonds	3,635.49	331.16	3,966.65	3,966.65		0.00	3,966.65	100.0		
1-01-0430	Design Fees	24,180.00		24,180.00	22,703.00	1,477.00	0.00	24,180.00	100.0		
1-01-0510	Safety & First Aid Supplies	87.50	(87.50)				0.00				
1-01-0511	Safety Signage	100.00	(100.00)				0.00				
1-01-0550	Final Cleaning	2,304.00	(2,304.00)				0.00				
1-01-0590	PMIS Cloud	330.00	(90.82)	239.18	239.18		0.00	239.18	100.0		
1-01-0640	Temporary Protection	800.00	(800.00)				0.00				
	SUBTOTAL	81,569.99	(22,906.65)	58,663.34	54,329.73	4,333.61	0.00	58,663.34	0.0		
1-02-4119	Selective Structure Demolition	10,420.00		10,420.00	10,420.00		0.00	10,420.00	100.0		
	SUBTOTAL	10,420.00		10,420.00	10,420.00	0.00	0.00	10,420.00	100.0		
1-06-4116	PL Cabinets & Countertop	11,669.00		11,669.00	11,669.00		0.00	11,669.00	100.0		
	SUBTOTAL	11,669.00		11,669.00	11,669.00	0.00	0.00	11,669.00	100.0		
1-08-1114	Inter HM Doors, Frames & Hdwr	11,526.00		11,526.00		11,526.00	0.00	11,526.00	100.0		
1-08-8713	Solar Control Films	250.00		250.00	250.00		0.00	250.00	100.0		
	SUBTOTAL	11,776.00		11,776.00	250.00	11,526.00	0.00	11,776.00	100.0		
1-09-2116	Framing & Drywall	24,450.00		24,450.00	24,450.00		0.00	24,450.00	100.0		
1-09-5113	Acoustical Panel Ceilings	1,920.00	1,350.00	3,270.00		3,270.00	0.00	3,270.00	100.0		
1-09-9100	Painting	7,406.00		7,406.00		7,406.00	0.00	7,406.00	100.0		

CONTINUATION SHEET

ITEM	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	CHANGE ORDERS	REVISED SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE HELD
					FROM PREVIOUS APPLICATION	THIS PERIOD					
	SUBTOTAL	33,776.00	1,350.00	35,126.00	24,450.00	10,676.00	0.00	35,126.00	100.0		
1-10-1116	Markerboards and Tackboards	6,803.00	(2,960.00)	3,843.00	3,843.00		0.00	3,843.00	100.0		
1-10-1400	Signage		746.80	746.80	746.80		0.00	746.80	100.0		
1-10-2613	Corner Guards	430.00	(430.00)				0.00				
	SUBTOTAL	7,233.00	(2,643.20)	4,589.80	4,589.80	0.00	0.00	4,589.80	0.0		
1-22-0010	Plumbing	2,500.00	(2,260.67)	239.33	239.33		0.00	239.33	100.0		
	SUBTOTAL	2,500.00	(2,260.67)	239.33	239.33	0.00	0.00	239.33	100.0		
1-23-0010	HVAC	11,332.00	3,602.00	14,934.00	14,934.00		0.00	14,934.00	100.0		
	SUBTOTAL	11,332.00	3,602.00	14,934.00	14,934.00	0.00	0.00	14,934.00	100.0		
1-26-0010	Electrical/Data/FA	21,000.00	5,225.00	26,225.00	16,193.00	10,032.00	0.00	26,225.00	100.0		
	SUBTOTAL	21,000.00	5,225.00	26,225.00	16,193.00	10,032.00	0.00	26,225.00	100.0		
1-98-0010	CM Contingency	18,530.95	(18,530.95)				0.00				
	SUBTOTAL	18,530.95	(18,530.95)			0.00	0.00		0.0		
1-99-0020	CM Fee	29,372.97	(5,063.02)	24,309.95	19,190.48	5,119.47	0.00	24,309.95	100.0		
	SUBTOTAL	29,372.97	(5,063.02)	24,309.95	19,190.48	5,119.47	0.00	24,309.95	100.0		

PROJECT TOTAL	239,179.91	(41,227.49)	197,952.42	156,265.34	41,687.08			197,952.42	100.0		
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# Change Request Log by Status

Tandem Construction

Date: 12/01/2023

23-009 Fruitville Elem. Bldg. 8 Reno

Number	Date	Description	Amount	Change Order
Approved				
01	11/30/23	Project Close-out	-41,227.49	01
Approved Total			-41,227.49	

Original Contract Amount:	239,179.91
Approved Contract Changes:	-41,227.49
Revised Contract Amount:	197,952.42
Pending Contract Changes:	

## Changes by Contract Item

Tandem Construction

Date: 12/01/2023

**SBSC School Board of Sarasota Cnty**

Original Contract	Approved Changes	Revised Contract	Total Billed	% Billed	Cash Received	% Paid
----------------------	---------------------	---------------------	-----------------	-------------	------------------	-----------

**23-009-1 Fruitville Bldg. 8 Renovation**

1-98-0010 CM **Contingency**

Change Order: 01	Project Close-out					
01	Project Close-out			-8,353.95		
Change Order: X01	Exit & Emergency Lights					
X01	Exit & Emergency Lights			-1,163.00		
Change Order: X02	Fire Dampers					
X02	Fire Dampers			-3,602.00		
Change Order: X03	Acoustical Ceiling					
X03	Acoustical Ceiling			-1,350.00		
Change Order: X04	Smoke Partition Changes					
X04	Smoke Partition Changes			-4,062.00		
	1-98-0010 CM Contingency totals	18,530.95		-18,530.95		
	<b>Fruitville Bldg. 8 Renovation totals</b>			<b>-18,530.95</b>		
	<b>School Board of Sarasota Cnty totals</b>			<b>-18,530.95</b>		
	<b>Report totals</b>			<b>-18,530.95</b>		

1 Aug 25, 2023 - Aug 31, 2023  
Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction

 # (77) Holmgren, Sky E.

CODING	Fri Aug 25	Sat Aug 26	Sun Aug 27	Mon Aug 28	Tue Aug 29	Wed Aug 30	Thu Aug 31
SAL CONSTRUCTION: (#23-009) Fruitville Elem. Bldg. 8 Reno							
# (#01-0055) Asst. Project Manager	<input type="radio"/> 2 SAL-						
Daily Totals	<input type="radio"/> 2 SAL-						
	2.00						
Weekly Totals	<input checked="" type="radio"/> 2 SAL-						2.00

\$114.24

1 Sep 08, 2023 - Sep 14, 2023

Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(77) Holmgren, Sky E.

CODING	Fri Sep 08	Sat Sep 09	Sun Sep 10	Mon Sep 11	Tue Sep 12	Wed Sep 13	Thu Sep 14
SAL CONSTRUCTION: (#23-009) Fruitville Elem. Bldg. 8 Reno							
(#01-0055) Asst. Project Manager				○ 1 SAL-			
Daily Totals				○ 1 SAL-			
				1.00			
Weekly Totals				● 1 SAL-			1.00

\$58.25



1 Aug 18, 2023 - Aug 24, 2023  
Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction

# (14) Richardson, Ruth N.

CODING	Fri Aug 18	Sat Aug 19	Sun Aug 20	Mon Aug 21	Tue Aug 22	Wed Aug 23	Thu Aug 24
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
(#01-0090) Contract Administrator	<input type="radio"/> 1 HRL-			<input type="radio"/> 1 HRL-	<input type="radio"/> 2 HRL-	<input type="radio"/> 1 HRL-	<input type="radio"/> 1 HRL-
Daily Totals	<input type="radio"/> 1 HRL- 1.00			<input type="radio"/> 1 HRL- 1.00	<input type="radio"/> 2 HRL- 2.00	<input type="radio"/> 1 HRL- 1.00	<input type="radio"/> 1 HRL- 1.00
Weekly Totals	<input checked="" type="radio"/> 6 HRL-						6.00

**\$347.49**



1 Aug 25, 2023 - Aug 31, 2023  
Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(14) Richardson, Ruth N.

CODING	Fri Aug 25	Sat Aug 26	Sun Aug 27	Mon Aug 28	Tue Aug 29	Wed Aug 30	Thu Aug 31
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
(#01-0090) Contract Administrator				○ 1 HRL-			
Daily Totals				○ 1 HRL-			
				1.00			
Weekly Totals				● 1 HRL-			1.00

\$57.91

1 Sep 01, 2023 - Sep 07, 2023

Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(14) Richardson, Ruth N.

CODING	Fri Sep 01	Sat Sep 02	Sun Sep 03	Mon Sep 04	Tue Sep 05	Wed Sep 06	Thu Sep 07
HOURLY ADJ: (#23-009) Fruitville Elem. Bldg. 8 Reno							
(#01-0090) Contract Administrator	<input type="radio"/> 2 HRL-				<input type="radio"/> 2 HRL-		
Daily Totals	<input type="radio"/> 2 HRL- 2.00				<input type="radio"/> 2 HRL- 2.00		
Weekly Totals	<input checked="" type="radio"/> 4 HRL-						4.00

\$236.23

1 Sep 08, 2023 - Sep 14, 2023

Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(14) Richardson, Ruth N.

CODING	Fri Sep 08	Sat Sep 09	Sun Sep 10	Mon Sep 11	Tue Sep 12	Wed Sep 13	Thu Sep 14
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
(#01-0090) Contract Administrator				○ 2 HRL-		○ 2 HRL-	○ 2 HRL-
Daily Totals				○ 2 HRL-		○ 2 HRL-	○ 2 HRL-
				2.00		2.00	2.00
Weekly Totals				● 6 HRL-			6.00

\$354.34



1 Aug 18, 2023 - Aug 24, 2023  
Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(10) Galto, Renee A.

CODING	Fri Aug 18	Sat Aug 19	Sun Aug 20	Mon Aug 21	Tue Aug 22	Wed Aug 23	Thu Aug 24
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
(#01-0100) Accounting					<input type="radio"/> 1 HRL-	<input type="radio"/> 1 HRL-	
Daily Totals					<input type="radio"/> 1 HRL- 1.00	<input type="radio"/> 1 HRL- 1.00	
Weekly Totals					<input checked="" type="radio"/> 2 HRL-		2.00

\$147.56



1 Sep 01, 2023 - Sep 07, 2023

Employee Time Card

5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(10) Galto, Renee A.

CODING	Fri Sep 01	Sat Sep 02	Sun Sep 03	Mon Sep 04	Tue Sep 05	Wed Sep 06	Thu Sep 07
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
■ (#01-0100) Accounting							○ 3 HRL-
Daily Totals							○ 3 HRL-
							3.00
Weekly Totals							● 3 HRL- 3.00

\$225.71

1 Sep 08, 2023 - Sep 14, 2023

Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(10) Galto, Renee A.

CODING	Fri Sep 08	Sat Sep 09	Sun Sep 10	Mon Sep 11	Tue Sep 12	Wed Sep 13	Thu Sep 14
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
(#01-0100) Accounting	○ 2 HRL-						
Daily Totals	○ 2 HRL-						
	2.00						
Weekly Totals	● 2 HRL-						2.00

\$150.48





1 Sep 15, 2023 - Sep 21, 2023

Employee Time Card

5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(10) Galto, Renee A.

CODING	Fri Sep 15	Sat Sep 16	Sun Sep 17	Mon Sep 18	Tue Sep 19	Wed Sep 20	Thu Sep 21
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
■ (#01-0100) Accounting	<input type="radio"/> 0.5 HRL-						
Daily Totals	<input type="radio"/> 0.5 HRL-						
	0.50						
Weekly Totals	<input checked="" type="radio"/> 0.5 HRL-						0.50

\$37.62



1 Sep 22, 2023 - Sep 28, 2023

Employee Time Card

5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(10) Galto, Renee A.

CODING	Fri Sep 22	Sat Sep 23	Sun Sep 24	Mon Sep 25	Tue Sep 26	Wed Sep 27	Thu Sep 28
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
(#01-0100) Accounting						<input type="radio"/> 1 HRL-	<input type="radio"/> 1 HRL-
Daily Totals						<input type="radio"/> 1 HRL-	<input type="radio"/> 1 HRL-
						1.00	1.00
Weekly Totals					<input checked="" type="radio"/> 2 HRL-		2.00

\$150.47



1 Sep 29, 2023 - Oct 05, 2023

Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(10) Galto, Renee A.

CODING	Fri Sep 29	Sat Sep 30	Sun Oct 01	Mon Oct 02	Tue Oct 03	Wed Oct 04	Thu Oct 05
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
# (#01-0100) Accounting	<input type="radio"/> 1 HRL-			<input type="radio"/> 1 HRL-			
Daily Totals	<input type="radio"/> 1 HRL- 1.00			<input type="radio"/> 1 HRL- 1.00			
Weekly Totals	<input checked="" type="radio"/> 2 HRL-						2.00

\$150.47

1 Oct 06, 2023 - Oct 12, 2023

Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(10) Galto, Renee A.

CODING	Fri Oct 06	Sat Oct 07	Sun Oct 08	Mon Oct 09	Tue Oct 10	Wed Oct 11	Thu Oct 12
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
(#01-0100) Accounting				○ 1 HRL-			
Daily Totals				○ 1 HRL-			
				1.00			
Weekly Totals				● 1 HRL-			1.00

\$75.24

1 Nov 17, 2023 - Nov 23, 2023

Employee Time Card



5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(10) Galto, Renee A.

CODING	Fri Nov 17	Sat Nov 18	Sun Nov 19	Mon Nov 20	Tue Nov 21	Wed Nov 22	Thu Nov 23
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
■ (#01-0100) Accounting	<input type="radio"/> 1 HRL-				<input type="radio"/> 1 HRL-		
Daily Totals	<input type="radio"/> 1 HRL- 1.00				<input type="radio"/> 1 HRL- 1.00		
Weekly Totals	<input checked="" type="radio"/> 2 HRL-						2.00

\$150.47



1 Nov 24, 2023 - Nov 30, 2023

Employee Time Card

5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota FL, 34240

Tandem Construction



#(10) Galto, Renee A.

CODING	Fri Nov 24	Sat Nov 25	Sun Nov 26	Mon Nov 27	Tue Nov 28	Wed Nov 29	Thu Nov 30
HOURLY ADMIN: (#23-009) Fruitville Elem. Bldg. 8 Reno							
■ (#01-0100) Accounting						○ 1 HRL-	○ 1 HRL-
Daily Totals						○ 1 HRL-	○ 1 HRL-
						1.00	1.00
Weekly Totals						● 2 HRL-	2.00

\$150.47

Renee Galto





**REPUBLIC**  
SERVICES

5210 W Linebaugh Ave  
Tampa FL 33624-503434

**Customer Service** (813) 265-0292  
RepublicServices.com/Support

**Important Information**

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

**Account Number** 3-0696-0091413  
**Invoice Number** 0696-001130216  
**Invoice Date** 9/1/23 ~~August 31, 2023~~  
**Previous Balance** \$892.48  
**Payments/Adjustments** -\$892.48  
**Current Invoice Charges** \$410.67

<b>Total Amount Due</b> \$410.67	<b>Payment Due Date</b> September 20, 2023
-------------------------------------	---

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 08/04	110333	-\$892.48

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Tandem Construction-Fruitville 601 Honore Ave CSA A239959566</b>				
<b>Sarasota, FL</b>				
<b>1 Waste Container 20 Cu Yd, On Call Service</b>				
Disposal/Recycling 08/03	239920	2.3800Tons		\$133.28
Receipt Number 49320				
Pickup Service 08/03	Justin	1.0000	\$264.00	\$264.00
Receipt Number 49320				
Late Fee 07/31				\$13.39

**CURRENT INVOICE CHARGES**

**\$410.67**

23009 - 010220

OK *SA*  
9/28/2023

Simple account access at your fingertips.

Download the Republic Services app or visit RepublicServices.com today.



**REPUBLIC**  
SERVICES

5210 W Linebaugh Ave  
Tampa FL 33624-503434

Thank You For Choosing Paperless

**Total Enclosed**

Address Service Requested

☐

TANDEM CONSTRUCTION  
RENEE GALTO  
5391 LAKEWOOD RANCH BLVD N  
STE 200  
LAKEWOOD RANCH FL 34240-8626

<b>Total Amount Due</b>	\$410.67
<b>Payment Due Date</b>	September 20, 2023
<b>Account Number</b>	3-0696-0091413
<b>Invoice Number</b>	0696-001130216

☐

For Billing Address Changes,  
Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #696  
PO BOX 9001099  
LOUISVILLE KY 40290-1099

Petty Cash



LOWE'S HOME CENTERS, LLC  
5750 FRUITVILLE ROAD  
SARASOTA, FL 34232 (941) 961-6261

- SALE -

SALES#: FSTLAN02 13 TRANS#: 587466666 07-27-23

36568 20 OZ ORANGE PEEL TEXTURE 21.98

SUBTOTAL: 21.98  
TOTAL TAX: 1.54  
INVOICE 82656 TOTAL: 23.52  
VISA: 23.52

VISA: XXXXXXXXXXXX3115 AMOUNT: 23.52 AUTHCD: 07346C  
CHIP REFID:193526656091 07/27/23 07:52:41  
APL : 43484153452056495341 TVR : 0080008000  
TSI : E800 AID : A0000000031010

STORE: 1935 TERMINAL: 26 07/27/23 07:52:51

# OF ITEMS PURCHASED: 1  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.  
FOR DETAILS ON OUR RETURN POLICY, VISIT  
LOWES.COM/RETURNS  
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

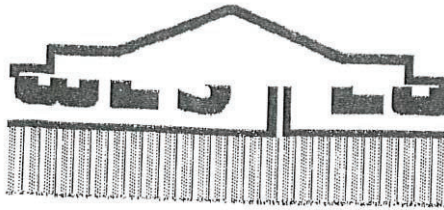
LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*  
\* SHARE YOUR FEEDBACK! \*  
\* ENTER FOR A CHANCE TO BE \*  
\* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! \*  
\* ENTRE EN EL SORTEO MENSUAL \*  
\* PARA SER UNO DE LOS CINCO GANADORES DE \$500! \*  
\*  
\* ENTER BY COMPLETING A SHORT SURVEY \*  
\* WITHIN ONE WEEK AT: www.lowes.com/survey \*  
\* Y O U R I D #826565 193512 082106 \*  
\*  
\* NO PURCHASE NECESSARY TO ENTER OR WIN. \*  
\* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. \*  
\* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey \*  
\*\*\*\*\*

STORE: 1935 TERMINAL: 26 07/27/23 07:52:51

23009-010250  
OK SET

Petty Cash



LOWE'S HOME CENTERS, LLC  
5750 FRUITVILLE ROAD  
SARASOTA, FL 34232 (941) 961-6261

-- SALE --

SALES#: FSTLAN02 13 TRANS#: 959703361 08-01-23

488024 SCOTCH CLEAR MNTING TAPE	11.96
2 @ 5.98	
30348 (JH) IVRY 3 1/4-IN WALL P	3.28

SUBTOTAL:	15.24
TOTAL TAX:	0.23
INVOICE 97969 TOTAL:	15.47
VISA:	15.47

VISA: XXXXXXXXXXXX3115 AMOUNT: 15.47 AUTHCD: 08460C  
CHIP REFID:193525969170 08/01/23 09:19:45  
APL : 43484153452056495341 TVR : 0080008000  
TSI : E800 AID : A0000000031010

STORE: 1935 TERMINAL: 25 08/01/23 09:19:54  
# OF ITEMS PURCHASED: 3  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.  
FOR DETAILS ON OUR RETURN POLICY, VISIT  
LOWES.COM/RETURNS  
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*  
SHARE YOUR FEEDBACK!

23009-010250



# SWEETSPARKMAN

## ARCHITECTURE & INTERIORS

Sweet Sparkman Architects  
1819 Main Street, Suite 400  
Sarasota, FL 34236  
941.952.0084

Tandem Construction  
5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota, FL 34240

Invoice number 23725.05  
Date 10/10/2023

Project 23725 SBSC FRUITVILLE ES BLDG 8  
RENO

Professional services through September 30, 2023

Description	Contract Amount	% Complete	Previous	Total Billed	Amount Due
<b>Sweet Sparkman Architects</b>					
Design	15,810.00	100.00	15,810.00	15,810.00	0.00
Construction Administration	4,370.00	90.00	3,933.00	3,933.00	0.00
Subtotal	20,180.00	97.83	19,743.00	19,743.00	0.00
<b>ME3 Consulting Engineers</b>					
Design	2,960.00	100.00	2,960.00	2,960.00	0.00
Construction Administration	1,040.00	95.00	0.00	988.00	988.00
Subtotal	4,000.00	98.70	2,960.00	3,948.00	988.00
Total	24,180.00	97.98	22,703.00	23,691.00	988.00

Invoice total **988.00**

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23725.05	10/10/2023	988.00	988.00				
	Total	988.00	988.00	0.00	0.00	0.00	0.00

23009-010430

OK *SA*  
10/11/2023



# SWEETSPARKMAN

## ARCHITECTURE & INTERIORS

Sweet Sparkman Architects  
1819 Main Street, Suite 400  
Sarasota, FL 34236  
941.952.0084

Tandem Construction  
5391 Lakewood Ranch Blvd N, Ste 200  
Sarasota, FL 34240

Invoice number 23725.06  
Date 11/16/2023

Project 23725 SBSC FRUITVILLE ES BLDG 8  
RENO

Professional services through October 31, 2023

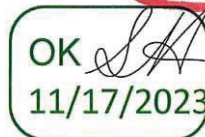
Description	Contract Amount	% Complete	Previous	Total Billed	Amount Due
<b>Sweet Sparkman Architects</b>					
Design	15,810.00	100.00	15,810.00	15,810.00	0.00
Construction Administration	4,370.00	100.00	3,933.00	4,370.00	437.00
Subtotal	20,180.00	100.00	19,743.00	20,180.00	437.00
<b>ME3 Consulting Engineers</b>					
Design	2,960.00	100.00	2,960.00	2,960.00	0.00
Construction Administration	1,040.00	100.00	988.00	1,040.00	52.00
Subtotal	4,000.00	100.00	3,948.00	4,000.00	52.00
Total	24,180.00	100.00	23,691.00	24,180.00	489.00

Invoice total 489.00

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23725.05	10/10/2023	988.00		988.00			
23725.06	11/16/2023	489.00	489.00				
Total		1,477.00	489.00	988.00	0.00	0.00	0.00

23009-010430





## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

FROM: Suncoast Commercial Door & Hardware, Inc  
TO: P.J. Hayes Inc., d/b/a Tandem Construction

PROJECT: 23-009 Fruitville Elem. Bldg Reno

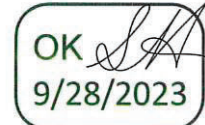
PAYMENT REQUEST NO: 1

PERIOD 9/25/23 - 9/30/23

*FRUIT 1 Pay 10/10*

### STATEMENT OF CONTRACT ACCOUNT:

1. Original Contract Amount		11,526.00
2. Approved Changes (Net) (Add/Deduct) (As per attached breakdown)		
3. Adjusted Contract Amount		11,526.00
4. Value of Work completed to Date (As per attached breakdown)		11,526.00
5. Value of Approved Change Orders Completed to Date (As per attached breakdown)		
6. Materials Stored on Site (As per attached breakdown)		
7. Total (4 + 5 + 6)		11,526.00
8. Less Amount Retained -10%	<b>COMMITMENT #</b> <u>23009.081114</u>	<u>11526.00</u>
9. Total Less Retainage	<u>ret (576.30)</u>	<u>10949.70</u>
10. Less Previous Payment		<u>10949.70</u>
11. AMOUNT OF THIS REQUEST		<u>10949.70</u>



### CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms on the Contract (and all authorized changes thereto) between the undersigned and P. J. Hayes, Inc., d/b/a Tandem Construction relating to the above referenced project..

I also certify that all laborers, materialmen, suppliers, contractors, and subcontractors used on or in connection with the performance of this contract have been paid in full, except as noted on reverse side. I further certify I have complied with all Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of this Contract.

Furthermore, in consideration of the payments received, and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish any and all claims under any applicable surety bond, rights of lien upon the above premises, and causes of action which the undersigned may now have or hereafter acquire, including, but not limited to those rights as contemplated by Chapters 255 and 713, Florida Statutes, except for rights to the extent that payment is retained pursuant to written agreement or payment to become due for work performed subsequent to the date hereof.

Date September 15, 2023

Suncoast Commercial Door & Hardware, Inc.

Subscribed and sworn before me this 15 day of

SUBCONTRACTOR

September, 2023

BY: [Signature]

(authorized signature)

Notary Public [Signature]

TITLE: President

My Commission Expires



## FIELD PAY REQUEST CONTINUATION SHEET

Subcontractor: Suncoast Commercial Door & Hardware, Inc

Job: Fruitville EL BLDG 8 Reno  
601 Honore Ave  
Sarasota, FL 34232

Contractor: P.J. Hayes, Inc., d/b/a Tandem Construction  
5391 Lakewood Ranch Boulevard N Suite 200  
Sarasota, Florida 34240

ITEM NO.	COST CODE	SCHEDULE OF VALUES	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	% COMP	RETAINAGE HELD
				PREVIOUS	CURRENT				
1	08-1114	Hardware	5,896.00	0.00	5,896.00		5,896.00	100.0%	589.60
2	08-1114	Hollow Metal Frames	1,087.00	0.00	1,087.00		1,087.00	100.0%	108.70
3	08-1114	Hollow Metal Doors	3,513.00	0.00	3,513.00		3,513.00	100.0%	351.30
4	08-1114	Installation	1,030.00	0.00	1,030.00		1,030.00	100.0%	103.00
			11,526.00	0.00	11,526.00	0.00	11,526.00	100.00%	1152.60

### CHANGE ORDERS

CO1							0.00	#DIV/0!	0.00
CO2							0.00	#DIV/0!	0.00
		CHANGE ORDERS TOTAL	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00
		REVISED CONTRACT AMOUNT	11526.00	0.00	11526.00	0.00	11526.00	100.0%	1,152.60





## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

FROM: R. J. WALKER Acoustical LLC

TO: P.J. Hayes Inc., dba Tandem Construction

PROJECT: Fruitville Cleant. Bld & Reno FRUIT 1

PAYMENT REQUEST NO: 1

PERIOD: 7/1/23 to 8/31/23 9/1/23

+ No Retainage

### STATEMENT OF CONTRACT ACCOUNT:

1. Original Contract Amount
2. Approved Changes (Net) (Add/Deduct) (As per attached breakdown)
3. Adjusted Contract Amount
4. Value of Work completed to Date (As per attached breakdown)
5. Value of Approved Change Orders Completed to Date  
(As per attached breakdown)
6. Materials Stored on Site (As per attached breakdown)
7. Total (4 + 5 + 6)
8. Less Amount Retained ( 10 %)
9. Total Less Retainage
10. Less Previous Payment
11. AMOUNT OF THIS REQUEST

\$	1920. <sup>00</sup>	
\$	1350. <sup>00</sup>	
		\$ 3270. <sup>00</sup>
\$	1920. <sup>00</sup>	
\$	1350. <sup>00</sup>	
		\$ 3270. <sup>00</sup>
		\$ 327
		\$ 2943 3270. <sup>00</sup>
		\$ 0
		\$ 2943 3270. <sup>00</sup>

**COMMITMENT #**

23009.095113

3270.<sup>00</sup>

OK SA  
9/28/2023

### CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms on the Contract (and all authorized changes thereto) between the undersigned and P. J. Hayes, Inc., dba Tandem Construction relating to the above referenced project.

I also certify that all laborers, materialmen, suppliers, contractors, and subcontractors used on or in connection with the performance of this contract have been paid in full, except as noted on reverse side. I further certify I have complied with all Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of this Contract.

Furthermore, in consideration of the payments received, and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish any and all claims under any applicable surety bond, rights of lien upon the above premises, and causes of action which the undersigned may now have or hereafter acquire, including, but not limited to those rights as contemplated by Chapters 255 and 713, Florida Statutes, except for rights to the extent that payment is retained pursuant to written agreement or payment to become due for work performed subsequent to the date hereof.

Date: 9/27/23

Subscribed and sworn before me this 27 day of September 20 23

Notary Public:

Tyler Johnson

My Commission Expires

7/12/25

SUBCONTRACTOR

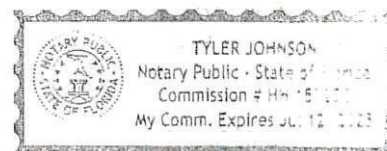
BY:

Scott Allen

(Authorized Person)

TITLE:

Manager



FRUIT 1

10/10

(final)

## REQUEST FOR PAYMENT

From: Florida Service Painting, Inc.  
DBA Service Contracting Solutions  
12140 Metro Parkway Suite K  
Fort Myers, FL 33966

To: Tandem Construction  
Energy Court Center  
5391 Lakewood Ranch Blvd. N.  
Sarasota, FL 34240-8617

Invoice: 60601  
Draw: 1  
Invoice date: 9/13/2023  
Period ending date: 9/30/2023

Contract For:

## Request for payment:

Original contract amount \$7,406.00  
Approved changes \$0.00  
Revised contract amount

Project: 310260  
FRUITVILLE BLDG 8

Contract completed to date \$7,406.00

Contract date:

Architect:

Scope:

COMMITMENT #

23009 099100 7406.00

Add-ons to date \$0.00  
Taxes to date \$0.00  
Less retainage \$0.00  
Total completed less retainage \$7,406.00  
Less previous requests \$0.00  
Current request for payment \$7,406.00

Current billing \$7,406.00  
Current additional charges \$0.00  
Current tax \$0.00  
Less current retainage \$0.00

Current amount due \$7,406.00

Remaining contract to bill \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

OK *SA*  
9/28/2023

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Tandem Construction relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Florida Service Painting, Inc.

By: *Jennifer M. Harrison*

Date: 9-13-23

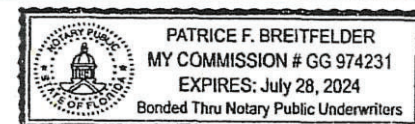
State Of Florida

County Of Lee

Subscribed and sworn to before me this 13<sup>th</sup> day of September, 2023  
by *Jennifer M. Harrison*, who is personally known to me.

Notary Public *Patricia A. B.*

My commission expires: 7/28/2024



# REQUEST FOR PAYMENT DETAIL

Project: 310260 / FRUITVILLE BLDG 8

Invoice: 60601

Draw: 1

Period Ending Date: 9/30/2023 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1	Painting	7,406.00		7,406.00		7,406.00	100.00		

Totals		7,406.00		7,406.00		7,406.00	100.00		
--------	--	----------	--	----------	--	----------	--------	--	--





## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

FROM: Westcoast Electric Services, Inc.

TO: P.J. Hayes Inc., d/b/a Tandem Construction

PROJECT: Fruitville Elementary School Building 8 Renovation

PAYMENT REQUEST NO: 3

PERIOD 8-26-23 9/1/23 9/25/23 9/30/23

FRUIT3 Pay 10/10

### STATEMENT OF CONTRACT ACCOUNT:

1. Original Contract Amount	21,000.00	26,225.00
2. Approved Changes (Net) (Add/Deduct) (As per attached breakdown)		5,225.00
3. Adjusted Contract Amount		26,225.00
4. Value of Work completed to Date (As per attached breakdown)		21,000.00
5. Value of Approved Change Orders Completed to Date (As per attached breakdown)		5,225.00
6. Materials Stored on Site (As per attached breakdown)		
7. Total (4 + 5 + 6)		26,225.00 ✓
8. Less Amount Retained	23009.260010	1,311.25 ✓
9. Total Less Retainage		24,913.75 ✓
10. Less Previous Payment		15,383.35 ✓
11. AMOUNT OF THIS REQUEST		9,530.40 ✓

COMMITMENT #

23009.260010

10032.00

ret (501.60)

OK SA  
9/28/2023

### CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms on the Contract (and all authorized changes thereto) between the undersigned and P. J. Hayes, Inc., d/b/a Tandem Construction relating to the above referenced project..

I also certify that all laborers, materialmen, suppliers, contractors, and subcontractors used on or in connection with the performance of this contract have been paid in full, except as noted on reverse side. I further certify I have complied with all Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of this Contract.

Furthermore, in consideration of the payments received, and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish any and all claims under any applicable surety bond, rights of lien upon the above premises, and causes of action which the undersigned may now have or hereafter acquire, including, but not limited to those rights as contemplated by Chapters 255 and 713, Florida Statutes, except for rights to the extent that payment is retained pursuant to written agreement or payment to become due for work performed subsequent to the date hereof.

Date 9/15/23

Westcoast Electric Services, Inc.

Subscribed and sworn before me this 15th day of Sept., 2023

SUBCONTRACTOR

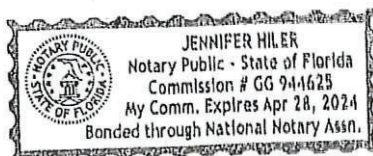
BY:

(authorized signature)

Notary Public

TITLE:

My Commission Expires



# FIELD PAY REQUEST CONTINUATION SHEET

Application #3

Subcontractor: Westcoast Electric Services, Inc.  
2745 Commerce Parkway  
North Port, FL 34289

Job: Fruitville Elementary B8 Reno  
601 Honore Avenue  
Sarasota, FL 34232

Contractor: P.J. Hayes, Inc., d/b/a Tandem Construction  
5391 Lakewood Ranch Boulevard N Suite 200  
Sarasota, Florida 34240

ITEM NO.	COST CO	SCHEDULE OF VALUES	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	% COMP	BALANCE TO FINISH	RETAINAGE HELD
				PREVIOUS	CURRENT					
1		Temporary Power	3,000.00	3,000.00	0.00		3,000.00	100.0%	0.00	150.00
2		Raceway & Boxes	12,197.00	11,610.00	587.00		12,197.00	100.0%	0.00	609.85
3		Fire Alarm	975.00	975.00	0.00		975.00	100.0%	0.00	48.75
4		Intercom	1,215.00	608.00	607.00		1,215.00	100.0%	0.00	60.75
5		Data	3,613.00	0.00	3,613.00		3,613.00	100.0%	0.00	180.65
			21,000.00	16,193.00	4,807.00	0.00	21,000.00	1.00	0.00	1,050.00

## CHANGE ORDERS

CO1		Change Order #1	1,163.00	0.00	1,163.00		1,163.00	100.0%	0.00	58.15
CO2		Change Order #2	4,062.00	0.00	4,062.00		4,062.00	100.0%	0.00	203.10
		CHANGE ORDERS TOTAL	5,225.00	0.00	5,225.00	0.00	5,225.00	1.00	0.00	261.25
		REVISED CONTRACT AMOUNT	26,225.00	16,193.00	10,032.00	0.00	26,225.00	100.0%	0.00	1,311.25



CERTIFICATE OF  
SUBSTANTIAL COMPLETION  
AIA Document G704 – Electronic Format

Owner	<input checked="" type="checkbox"/>
Architect	<input checked="" type="checkbox"/>
Contractor	<input checked="" type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

PROJECT: Fruitville Elementary BLDG 8 Reno

PROJECT NO.: 23725

CONTRACT FOR: Construction

CONTRACT DATE: 06.13.2023

TO OWNER: The School Board of Sarasota County

TO CONTRACTOR: Tandem Construction

DATE OF ISSUANCE: 08.02.23

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as 08.02.23 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Sweet Sparkman Architects & Interiors

Jenna Albers

11.20.23

ARCHITECT:

Digitally signed by Jenna Albers  
Date: 2023.11.20 10:01:33-05'00'

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 10 days from the above date of Substantial Completion.

Tandem Construction

Sky Holmgren

11.21.23

CONTRACTOR:

Digitally signed by Sky Holmgren  
Date: 2023.11.21 07:20:46-05'00'

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 08.02.23.

The School Board of Sarasota County

OWNER:

Stephen Clark

BY

Digitally signed by Stephen Clark  
Date: 2023.11.28 08:27:06 -05'00'

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

See attached punch lists.

## Bustelo Mercedes

---

**From:** Clark Steve  
**Sent:** Friday, December 22, 2023 1:12 PM  
**To:** Bustelo Mercedes  
**Cc:** Starr Wayne  
**Subject:** Fruitville Building 8

Mercedes,

We have all close out documents from Fruitville building 8 from Tandem and this is my email for you to close out the contract.

Thanks,



**Steve Clark**  
Project Manager,  
Construction Services  
Sarasota County Schools  
**Every Student. Every Day!**

Office: 941-927-9000 ext. 69016

Mobile: 941-915-7081

Email: [Steve.clark@sarasotacountyschools.net](mailto:Steve.clark@sarasotacountyschools.net)

Web: <https://www.sarasotacountyschools.net/>



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This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message. Please be aware that all e-mail to and from Sarasota County Schools is subject to the public records laws of Florida.



**February 6, 2024 Board Meeting**  
Agenda Item 26.

**Title**

ACCEPTANCE OF CONSTRUCTION SERVICES' PROJECT COMPLETION AND APPROVAL OF FINAL PAYMENT TO CONTRACTOR WITH THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR OAK PARK SCHOOL BUILDING 10 RENOVATION / SENSORY GARDEN & OUTDOOR DINING DB CONTRACT

**Description**

All work has been completed and all required closeout documents have been received from the contractor. The final project costs have been internally audited, and the final payment application and backup #22302148-09 are enclosed. The Director of Construction Services has determined that the project is complete in accordance with state statutes.

**Gap Analysis**

Acceptance of this item allows the project to be completed, unspent funds to be returned, closeout to be finalized, and final payment to be made to the Construction Manager.

**Previous Outcomes**

These items are submitted to the Board for all completed projects. The item officially closes out the project financially and frees up District staff for new projects. Many small projects are completed immediately following the summer months, when most of the work takes place.

**Expected Outcomes**

Acceptance of this item will close out the project financially and free up District staff for new projects.

**Strategic Plan Goal**

**Recommendation**

That the project be accepted as complete, and the final payment and certificate of substantial completion be approved as presented.

**Contact Information**

JANE DREGER [jane.dreger@sarasotacountyschools.net](mailto:jane.dreger@sarasotacountyschools.net)

JODY DUMAS [jody.dumas@sarasotacountyschools.net](mailto:jody.dumas@sarasotacountyschools.net)

**Financial Impact**

N/A

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">OPS Bldg 10_FINAL PAY APP 09_wSubComp_Email_Closeout 02.06.24</a>	1/16/2024	Cover Memo



# Design Build and Construction Manager at Risk GMP Pay Application Review Check Sheet

**Project:** Oak Park Bldg. 10 Renovation

**Review Date By Project Manager** 1/9/2024

**Contract #:** 22302148

Review	Completed
<b>General Conditions and General Requirements Review</b>	<b>(Y / N / NA )</b>
a. Ensure charges submitted are in line with negotiated contract Schedule of Values	Y
b. Charges are responsible and fair based on the job progress	Y
c. Field personnel being charged to the job have been onsite performing assigned duties	Y
d. Time charged for any contractor office personnel is consistent with negotiated contract time	Y
e. Verified all backup documentation is provided for all items listed on the detailed transaction report for all General Conditions and General Requirement line items	Y
f. Review General Conditions GMP. Are adjustments needed? Yes _____ No <u>  X  </u>	Y
g. If "Yes", set up meeting to discuss needed changes Date of meeting <u>  N/A  </u>	Y
<b>Contingency Tracking</b>	
a. Reviewed Contingency Modification Tracking Sheet	Y
b. Reviewed remaining contract contingency	Y
c. Process new Contingency Modifications	Y
<b>Direct Purchase Order Log</b>	
a. Reviewed Direct Purchase Order log	Y
b. Reviewed open DPO's for potential closure	Y
<b>Change Order Tracking Log</b>	
a. Reviewed Change Order Tracking Log	Y
b. Verified all approved change orders have been added or deducted from the contract	Y
<b>Backup Documentation</b>	
a. Verified all backup documentation is provided for all items listed on the detailed transaction report provided for all cost of work line items in the pay application	Y
b. Verified all total charges on the detailed transaction report agree with what is entered in the contract continuation sheet	Y
<b>Retainage</b>	
a. Reviewed current level of retainage being held	Y
b. If a retainage reduction is requested, verify a Retainage Reduction Request Form is being submitted with pay application	Y

All required backup documentation has been submitted and reviewed to be complete for Pay Application #   9  .

All charges have been reviewed and are in agreement with the original contract.

Justin Williams  
Digitally signed by Justin Williams  
DN: C=US,  
E=Justin@jonswiftinc.com, O=Jon F  
Swift Inc., CN=Justin Williams  
Date: 2023.12.12 13:00:27-05'00'

Stephen Clark  
Digitally signed by Stephen  
Clark  
Date: 2024.01.09 14:01:15  
-05'00'

Mercedes Bustelo  
Digitally signed by  
Mercedes Bustelo  
Date: 2024.01.10 14:34:11  
-05'00'

Contractor

Project Manager

Accounting Verification

Director Signature

# CONTRACTOR'S APPLICATION AND CERTIFICATE FOR PAYMENT

**Project:**  
SBSC Contract #  
SBSC Project #5542

Request No:  
Pay Application Date:  
For Period Ending:

Nine - Final
12/12/2023
11/30/2023

Oak Park School Building #10 Renovation  
7285 Hand Rd  
Sarasota, FL 34241

**To Owner:**  
School Board of Sarasota County  
1960 Landings Boulevard  
Sarasota, FL 34231

**From Construction Manager:**

Jon F. Swift, Inc.  
2221 8th Street  
Sarasota, FL 34240

1. ORIGINAL CONTRACT SUM	\$ 2,797,379.68
2. NET CHANGE BY CHANGE ORDERS (1-30)	\$ (939,348.37)
3. CONTRACT SUM TO DATE (1. +/- 2.)	\$ 1,858,031.31
4. TOTAL COMPLETED AND STORED TO DATE	\$ 1,858,031.31
5. RETAINAGE:	\$ -
6. TOTAL EARNED LESS RETAINAGE (4. - 5.)	\$ 1,858,031.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 1,775,674.40


<b>8. CURRENT PAYMENT DUE (6. - 7.)</b>	<b>\$ 82,356.91</b>
---	---------------------

9. BALANCE TO FINISH INCL. RETAINAGE (3. - 6.)	\$ -
--	------

\*\*\*\*\*

**CERTIFICATION BY THE CONTRACTOR:** The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jon F. Swift, Inc.

BY:  Justin Williams, Vice President  
Date: 12/12/2023

Personally Known  
Subscribed and sworn to before me this 12th  
day of December, 2023



Notary Public: \_\_\_\_\_  
My Commission Expires: **January 25, 2025**

STATE OF FLORIDA  
COUNTY OF Sarasota



Tina L. Bowen  
Notary Public  
State of Florida  
Comm# HH084612  
Expires 1/25/2025

\*\*\*\*\*

**REVIEWED AND RECOMMENDED FOR PAYMENT**

By: Stephen Clark  
Owner's Representative: Steve Clark, Construction Services Project Manager  
Date: 2023-01-09 14:01:54 -05'00'

A	B	C					D	E	F	G	H	I	J	K	L	M	N
COST CODE	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	Final CO	CO-03 Additional Tarkett Scope	Admin 08	Admin 07	CHANGE ORDERS	NOTES	REVISED SCHEDULED VALUE (C+D)	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% COMPLETE	BALANCE TO FINISH (F-J)	% RETAINAGE HELD	TOTAL RETAINAGE HELD
<b>DIV 1</b>	<b>GENERAL REQUIREMENTS</b>																
010600	DB - Arch and MEP & Struc	63,605.50					1510.00		65,115.50	65,115.50			65,115.50	100%	0.00	0%	0.00
010640	CM Preconstruction	14,875.00					(14875.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
011200	Project Manager	43,815.00	(705.00)		(3,500.00)		(11500.00)		32,315.00	32,315.00			32,315.00	100%	0.00	0%	0.00
011210	Proj Manager Vehicle/Fuel	2,262.43					0.00		2,262.43	2,262.43			2,262.43	100%	0.00	0%	0.00
011200	Assistant Project Manager	23,625.00	(727.50)		(5,000.00)		(9277.50)		14,347.50	13,707.50	640.00		14,347.50	100%	0.00	0%	0.00
011210	Assit Proj Manager Vehicle	2,262.43	(0.01)				(0.01)		2,262.42	2,262.42			2,262.42	100%	0.00	0%	0.00
011500	Superintendent	85,770.00	4,310.00		20,000.00		49670.00		135,440.00	125,840.00	9600.00		135,440.00	100%	0.00	0%	0.00
011510	Superintendent Vehicle/Fue	5,953.75					0.00		5,953.75	5,953.75			5,953.75	100%	0.00	0%	0.00
011800	Project Coordinator	14,175.00	740.00		(2,000.00)		(900.00)		13,275.00	12,015.00	1260.00		13,275.00	100%	0.00	0%	0.00
011950	Project Accountant	4,750.00					0.00		4,750.00	4,750.00			4,750.00	100%	0.00	0%	0.00
012110	Precon Video/Pictures	825.00	(825.00)				(825.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
012150	Plan Cost	500.00	(460.11)				(460.11)		39.89	39.89			39.89	100%	0.00	0%	0.00
012360	Misc Materials	0.00	(694.48)				305.52		305.52	285.35	20.17		305.52	100%	0.00	0%	0.00
012500	As-Builts/Record Dwgs	3,000.00			(3,000.00)		(3000.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
013000	Safety Consultant	1,650.00	(900.00)				(900.00)		750.00	750.00			750.00	100%	0.00	0%	0.00
013100	Personal Protect Equip	825.00	(629.01)				(629.01)		195.99	195.99			195.99	100%	0.00	0%	0.00
	Fire Extinguishers	300.00	(300.00)				(300.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
013200	Barricades/Temp Fence	10,000.00	(3,566.63)				(3566.63)		6,433.37	6,433.37			6,433.37	100%	0.00	0%	0.00
015020	Job Office Furniture/Equipm	550.00	(550.00)				(550.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
015040	Job Office Supplies	412.50	(394.73)				(394.73)		17.77	17.77			17.77	100%	0.00	0%	0.00
	Project Management Softw	7,273.19					0.00		7,273.19	7,273.19			7,273.19	100%	0.00	0%	0.00
015700	Temp Svc - Internet	825.00	(476.86)				(476.86)		348.14	327.08	21.06		348.14	100%	0.00	0%	0.00
016100	Housekeeping Labor	5,715.60	(684.48)		(2,000.00)		(2684.48)		3,031.12	3,031.12			3,031.12	100%	0.00	0%	0.00
016150	Housekeeping Materials	2,750.00	(1,378.75)				(1378.75)		1,371.25	1,371.25			1,371.25	100%	0.00	0%	0.00
016160	Dumpsters	12,500.00	(1,922.29)		(3,000.00)		(4922.29)		7,577.71	7,577.71			7,577.71	100%	0.00	0%	0.00
016250	Temporary Toilets	1,650.00	(164.42)		750.00		585.58		2,235.58	2,055.82	179.76		2,235.58	100%	0.00	0%	0.00
016300	Temporary Labor	5,715.60	(1,031.76)		(1,000.00)		7968.24		13,683.84	13,683.84			13,683.84	100%	0.00	0%	0.00
016350	Ice and Cups	275.00	(275.00)				(275.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
016700	Final Cleaning	9,450.00	(325.00)				(325.00)		9,125.00	9,125.00			9,125.00	100%	0.00	0%	0.00
017000	Storage Trailers	5,500.00	(1,750.00)		(1,250.00)		(5500.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
017100	Expendable Hand Tool	550.00	(391.96)				(391.96)		158.04	158.04			158.04	100%	0.00	0%	0.00
017350	Survey	0.00					0.00		0.00	0.00			0.00	0%	0.00	0%	0.00
018000	Insurance (Gen Liability)	33,568.56					0.00		33,568.56	33,568.56			33,568.56	100%	0.00	0%	0.00
018100	Payment/Perform Bonds	33,568.56	(4,283.44)				(14293.44)		19,275.12	19,275.12			19,275.12	100%	0.00	0%	0.00
<b>DIV 2</b>	<b>EXISTING CONDITIONS</b>																
023210	Materials Testing	0.00			700.00		2700.00		2,700.00	2,700.00			2,700.00	100%	0.00	0%	0.00
024100	Demolition	56,700.00	(2,525.00)			(700.00)	(25225.00)		31,475.00	31,475.00			31,475.00	100%	0.00	0%	0.00

A	B	C					D	E	F	G	H	I	J	K	L	M	N
COST CODE	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	Final CO	CO-03 Additional Tarkett Scope	Admin 08	Admin 07	CHANGE ORDERS	NOTES	REVISED SCHEDULED VALUE (C+D)	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% COMPLETE	BALANCE TO FINISH (F-J)	% RETAINAGE HELD	TOTAL RETAINAGE HELD
<b>DIV 4</b>	<b>MASONRY</b>																
042200	Masonry Walls	100,000.00					(14304.00)		85,696.00	85,696.00			85,696.00	100%	0.00	0%	0.00
<b>DIV 6</b>	<b>WOOD/PLASTICS/COMPOSITES</b>																
061010	Rough Carpentry Material	8,900.00	(8,030.24)				(8030.24)		869.76	869.76			869.76	100%	0.00	0%	0.00
061020	Rough Carpentry Labor	10,000.00	(3,760.00)				(3760.00)		6,240.00	6,240.00			6,240.00	100%	0.00	0%	0.00
064100	Cabinets	138,000.00	(20,409.39)				(30759.00)		107,241.00	107,241.00			107,241.00	100%	0.00	0%	0.00
<b>DIV 8</b>	<b>OPENINGS</b>																
081000	HM Doors	148,000.00					17916.19		165,916.19	165,916.19			165,916.19	100%	0.00	0%	0.00
088100	Sliders and Glazing	43,000.00					7047.00		50,047.00	50,047.00			50,047.00	100%	0.00	0%	0.00
088700	Window Film	20,000.00	(408.00)				(408.00)		19,592.00	19,592.00			19,592.00	100%	0.00	0%	0.00
<b>DIV 9</b>	<b>FINISHES</b>																
092400	Stucco	2,500.00	(2,500.00)				(2500.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
092900	Framing and Drywall	34,332.00	(7,023.54)				(17072.00)		17,260.00	17,260.00			17,260.00	100%	0.00	0%	0.00
096800	Flooring	329,930.00					(329930.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
095100	Acoustical Ceiling	38,625.00	(6,440.81)				(30325.00)		8,300.00	8,300.00			8,300.00	100%	0.00	0%	0.00
099100	Painting	68,428.00	(16,622.00)				(26622.00)		41,806.00	41,806.00			41,806.00	100%	0.00	0%	0.00
<b>DIV 10</b>	<b>SPECIALTIES</b>																
101400	Signage	0.00	(6,956.27)				13043.73		13,043.73	13,043.73			13,043.73	100%	0.00	0%	0.00
102800	Bath Accessories	48,850.00			9,272.85		(22502.15)		26,347.85	26,347.85			26,347.85	100%	0.00	0%	0.00
102810	Bath Accessories - Labor	5,880.00			2,120.00		7120.00		13,000.00	13,000.00			13,000.00	100%	0.00	0%	0.00
<b>DIV 11</b>	<b>EQUIPMENT</b>																
117000	Changing Tables	60,000.00	(4,030.20)				40969.80		100,969.80	100,969.80			100,969.80	100%	0.00	0%	0.00
117000	Changing Tables - Install	3,900.00					3900.00		7,800.00	7,800.00			7,800.00	100%	0.00	0%	0.00
<b>DIV 12</b>	<b>FURNISHINGS</b>																
122000	Allowance	15,000.00	(3,466.22)		(11,392.85)		(14859.07)		140.93	140.93			140.93	100%	0.00	0%	0.00
<b>DIV 21</b>	<b>FIRE SUPPRESSION</b>																
211300	Allowance	21,900.00	(5,955.00)				(5955.00)		15,945.00	15,945.00			15,945.00	100%	0.00	0%	0.00
<b>DIV 22</b>	<b>PLUMBING</b>																
220000	Plumbing	183,000.00	(2,426.80)				(72426.80)		110,573.20	110,573.20			110,573.20	100%	0.00	0%	0.00
<b>DIV 23</b>	<b>HVAC</b>																
230000	HVAC System	28,500.00	(1,304.00)				(1304.00)		27,196.00	27,196.00			27,196.00	100%	0.00	0%	0.00
<b>DIV 26</b>	<b>ELECTRICAL</b>																
260000	Electrical System	189,000.00					31993.00		220,993.00	220,993.00			220,993.00	100%	0.00	0%	0.00
	Fire Alarm Allowance			143.75			5032.36		5,032.36	4,888.61	143.75		5,032.36	100%	0.00	0%	0.00
<b>DIV 31</b>	<b>EARTHWORK</b>																
311000	Site Grading and Fill	23,900.00	(14,502.50)				(14502.50)		9,397.50	9,097.50	300.00		9,397.50	100%	0.00	0%	0.00
<b>DIV 32</b>	<b>EXTERIOR IMPROVEMENTS</b>																
	Dining Canopy	55,000.00	(5,850.00)				(5850.00)		49,150.00	49,150.00			49,150.00	100%	0.00	0%	0.00
	Sidewalk Allowance	24,000.00					5010.00		29,010.00	29,010.00			29,010.00	100%	0.00	0%	0.00
	Sensory Garden - Equip. &	200,000.00	(42,441.28)		(7,490.00)		(187512.90)		12,487.10	12,487.10			12,487.10	100%	0.00	0%	0.00
	Silt Fence	2,500.00	(2,500.00)				(2500.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
	Synthetic Turf	135,000.00	(17,347.60)				(17347.60)		117,652.40	117,652.40			117,652.40	100%	0.00	0%	0.00
	Drainage	12,000.00	(6,075.00)				(6075.00)		5,925.00	5,925.00			5,925.00	100%	0.00	0%	0.00
	Survey	7,500.00	(7,500.00)				(7500.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
	Sod/Landscaping	10,000.00	(1,800.00)				(1800.00)		8,200.00	5,575.00	2625.00		8,200.00	100%	0.00	0%	0.00
	Watering Labor	1,000.00	(1,000.00)				(1000.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
	Watering Material	750.00	(750.00)				(750.00)		0.00	0.00			0.00	0%	0.00	0%	0.00
	Fencing	12,800.00			7,490.00		7490.00		20,290.00	20,290.00			20,290.00	100%	0.00	0%	0.00
	Survey	6,000.00	(6,000.00)				(6000.00)		0.00	0.00	0.00		0.00	0%	0.00	0%	0.00
	SUBTOTAL	2443393.11	(214866.53)	0.00	0.00	0.00	(731984.61)		1,711,408.51	1,696,618.77	14789.74	0.00	1,711,408.51		0.00		0.00
6.5%	CM FEE	158,820.55	-12197.74				(12197.74)		146,622.81	145,661.48	961.33		146,622.81	100%	0.00		

A	B	C					D	E	F	G	H	I	J	K	L	M	N
COST CODE	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	Final CO	CO-03 Additional Tarkett Scope	Admin 08	Admin 07	CHANGE ORDERS	NOTES	REVISED SCHEDULED VALUE (C+D)	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	COMPLETE %	BALANCE TO FINISH (F-J)	% RETAINAGE HELD	TOTAL RETAINAGE HELD
	CM FEE on DPO's										0.00						
010150	Contingency (CM)	195,166.02	-167957.02	-27209.00			(195166.02)		0.00	0.00	0.00		0.00	0%	0.00		
	GRAND TOTAL	2,797,379.68	(395,021.29)	(27,209.00)			(939348.37)		1,858,031.32	1,842,280.25	15751.07	0.00	1,858,031.32	100%	0.00		0.00



12-Dec-23  
10:53 AM

JON F. SWIFT, INC.  
Payroll AR Billing Report  
Job: 1250 Oak Park School Building #10 Renovation  
for Task: 011350

Page: 1 of 1

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Tobias, Kenneth I.							
11/17/2023	011350		011350	8.00	Regular	80	640.00
				8.00			640.00
Job Totals				8.00			640.00

12-Dec-23  
10:54 AM

JON F. SWIFT, INC.  
Payroll AR Billing Report  
Job: 1250 Oak Park School Building #10 Renovation  
for Task: 011500

Page: 1 of 1

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Beahrs, Charles D.							
11/3/2023	011500		011500	40.00	Regular	100	4000.00
11/10/2023	011500		011500	32.00	Regular	100	3200.00
11/10/2023	011500		011500	8.00	Regular	100	800.00
12/1/2023	011500		011500	16.00	Regular	100	1600.00
				96.00			9600.00
Job Totals				96.00			9600.00

12-Dec-23  
11:09 AM

JON F. SWIFT, INC.  
Payroll AR Billing Report  
Job: 1250 Oak Park School Building #10 Renovation  
for Task: 011800

Page: 1 of 1

Post Date	Task	W/C	Cost Code	Hours	Class	AR Bill Rate	Extension
Employee: Bowen, Tina L.							
11/3/2023	011800		011800	8.00	Regular	45	360.00
11/17/2023	011800		011800	8.00	Regular	45	360.00
11/24/2023	011800		011800	5.00	Regular	45	225.00
12/1/2023	011800		011800	7.00	Regular	45	315.00
				28.00			1260.00
Job Totals				28.00			1260.00



Check's  
card

1250-01-2360

How doers  
get more done™

4111 CATTLEMEN ROAD  
SARASOTA, FL 34233 (941) 377-1900

0255 00052 37813 10/09/23 09:49 AM  
SALE SELF CHECKOUT

821454001296 14UVBLKCB100 <A> 18.85  
14" BLK UV RESIST CABLE TIE 100PK

SUBTOTAL 18.85  
SALES TAX 1.32  
TOTAL \$20.17

XXXXXXXXXXXX5655 VISA

USD\$ 20.17  
TA

AUTH CODE 00764G/0521066  
Chip Read  
AID A0000000031010

CHASE VISA

P.O.#/JOB NAME: OAK PARK 1250

0255 10/09/23 09:49 AM



0255 52 37813 10/09/2023 9718

RETURN POLICY DEFINITIONS

POLICY

A

1

\*\*\*\*\*

DID

**Approved**

Justin Williams, PM  
10/30/2023 3:13:25 PM

**JON F. SWIFT**  
CONSTRUCTION

EXPIRES ON  
7/2024

\*\*\*\*\*

ET?

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H89 76170 75967  
PASSWORD: 23509 75915

Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.

1250-01-5700 – Temp Svc - Internet

Jul 16 – Aug 15

941-724-2658 Justin Williams	1250-01-5700.0	66	\$20.00	—	—	\$1.06	\$00	—	\$21.06	
------------------------------	----------------	----	---------	---	---	--------	------	---	---------	--

Clean Cans LLC  
PO Box 7575  
North Port, FL  
34290  
941-429-9333  
cleancansllc@gmail.com



NOV 10 2023

## Invoice

Invoice Number: 49102  
Invoice Date: Oct-23-2023  
Job Number:  
P.O. Number:  
Job Site ID: 7094  
Job Site Address:  
Oak Park School  
7285 Hand Rd.  
Sarasota, FL 34241

**BILL TO ID: 222**

Jon Swift Construction  
2221 8th St  
Sarasota, FL 34237

**1250-01-6250**

### Last Payment on Account

Last Payment Date: Nov-01-2023  
Last Payment Amount: \$179.76

### Job Site Summary

Current Invoice: \$179.76  
Please Pay: \$179.76

From	To	Duration	Rental Item/Service Type		Qty	Price Per	Tax	Extension
Oct-21-2023	Nov-17-2023	28	Portable Restroom 1x WK		1	\$100.00	<input checked="" type="checkbox"/>	\$100.00
Oct-21-2023	Nov-17-2023	28	2nd Weekly Service		1	\$68.00	<input checked="" type="checkbox"/>	\$68.00
		Taxable	Tax Rate	Tax	Description	Non-Taxable Subtotal: \$0.00		
		Rental:	\$100.00	7%	\$7.00 Sarasota Sales Tax	Taxable Subtotal: \$168.00		
		Service:	\$68.00	7%	\$4.76 Sarasota Sales Tax	Tax Subtotal: \$11.76		

Current Invoice: \$179.76

**Approved**

Justin Williams, PM  
11/30/2023 8:32:45 AM



.Thank you for your business. Invoices not paid within 30 days will receive a 1.5% late payment fee.

**Please detach and return this portion with your payment.**

From:

Jon Swift Construction  
2221 8th St  
Sarasota, FL 34237

To:

Clean Cans, LLC  
P.O. Box 7575  
North Port, FL 34290

Job Site ID	Invoice No.	Date	Amount Due
7094	49102	Oct-23-2023	\$179.76

Payment Terms: Net 30



COMMERCIAL ELECTRICAL SYSTEMS  
Sarasota, FL Phone: 941-358-3303  
Fort Myers, FL Phone: 239-931-9132

Invoice 69757

**1250-28-3100**

CUST JON F SWIFT INC  
2221 8TH STREET  
SARASOTA, FL 34237

SITE OAK PARK SCHOOL  
7285 PROCTOR RD  
SARASOTA, FL 34241

CUST NO	PURCHASE ORDER	DUE DATE	TERMS	INVOICE DATE	PAGE
JON550		11/24/2023	Net 30	10/25/2023	1

ORDER S43649

RESOLUTION Chuck 941-626-9741  
Flow Tampet Test for building 10.

10/25/23 0800- 0845

Daniel - COMPLETE

Water flow test with inspector Steve and with GC Chuck. Also checked tamper for supervisory, assisted with panel reset and also pulled pull station at building 10 to verify all of the strobes were in sync and worked as well as building 11. Inspector had me flow water from the inspectors test and activate water flow. Came in just under 70 seconds for alarm. System is normal and everything worked as it should.

**Approved**

Justin Williams, PM

11/07/2023 8:00:16 AM

**JON F. SWIFT**  
CONSTRUCTION

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
TECH LABOR REG	0.75	TECH LABOR	125.00	93.75*
TRIP CHARGE	1	TRIP CHARGE	50.00	50.00*

**TOTAL AMOUNT 143.75**

\* means item is non-taxable

3% Convenience fee when paying with a credit card

Remit to: 4415 Independence Ct  
Sarasota, FL 34234


# INVOICE

Date: November 6, 2023  
Statement # 23068

DLW Services  
Owner: Dave Wilhoit  
Cell: 941-204-5484

BILL TO Justin w/Swift  
Oak Park School  
Sarasota, FL

**1250-31-1000**

DATE	DESCRIPTION			BALANCE	AMOUNT
10-30-2023	Remove dirt				\$300.00
<div><div>Approved</div><div>Justin Williams, PM</div><div>11/07/2023 8:00:23 AM</div><div></div></div>					
*****UPON COMPLETION, PLEASE MAIL CHECK TO***** DLW Services 344 Bernard Ave Sarasota, FL 34243					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
					\$300.00
REMITTANCE					
Statement #				23068	
Date				10-30-2023	
Amount Due				\$300.00	
Amount Enclosed					

Make all checks payable to DLW Services

**Thank you for your business!**



**Mast Landscape Management**  
4611 Longleaf Lane  
Sarasota, FL 34241  
941-487-8849  
mastlandscapeoffice@gmail.com

## Invoice 56054

**1250-32-9000**

**BILL TO**  
Oak Park School

DATE  
11/02/2023

PLEASE PAY  
\$2,625.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Playground area			
	<b>Sod:Prep</b> grade area and prep for sod install	1	225.00	225.00
	<b>LANDSCAPING</b> supply and install 2 boulders	2	250.00	500.00
	<b>LANDSCAPING:Shell</b> supply and install 3 yds shell	3	175.00	525.00
	<b>Sod</b> supply and install 5 pallets bahia sod	5	275.00	1,375.00

TOTAL DUE

**\$2,625.00**

THANK YOU.

**Approved**

Justin Williams, PM  
11/07/2023 8:00:30 AM

**JON F. SWIFT**  
CONSTRUCTION

ATTENTION: Total balance may not be accurate if you sent a payment that was not applied yet. Thanks!

# AIA® Document G704® – 2017

## Certificate of Substantial Completion

**PROJECT:** *(name and address)*  
Oak Park School Building #10  
Renovation/Sensory Garden and Outdoor  
Dining  
Oak Park School  
7285 Proctor Road, Sarasota, FL  
34231

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: November 21, 2022

**CERTIFICATE INFORMATION:**  
Certificate Number: 001  
  
Date: July 26, 2023

**OWNER:** *(name and address)*  
Sarasota County School Board  
1960 Landings Blvd.  
Sarasota, Florida 34231

**ARCHITECT:** *(name and address)*  
Schenkel Shultz Architecture  
330 S. Pineapple Ave, Ste. 210  
Sarasota, FL 34236

**CONTRACTOR:** *(name and address)*  
Jon F. Swift, Inc.  
2221 8th Street  
Sarasota, FL 34237

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*

The following work is substantially complete: All renovation work in building 10, including room 226 except for the new sliding door (expected to arrive and be installed in late August). Dining canopy and sidewalk is substantially complete.

Schenkel Shultz  
Architecture

**ARCHITECT** *(Firm Name)*

Roberto Gonzalez

**SIGNATURE**

Digitally signed by  
Roberto Gonzalez  
Date: 2023.07.31  
16:52:48-04'00'

Roberto Gonzalez,  
Architect

**PRINTED NAME AND TITLE**

July 31, 2023

**DATE OF SUBSTANTIAL COMPLETION**

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

The following warranties will not on 7/31/2023: Stanley sliding door, sensory garden turf and fencing.

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

Scope not completed as of 7/31/2023 - Stanley sliding door, Sensory Garden turf and fencing (equipment installed via SCSB vendor). See attached punch list for building 10 to be completed by end of August.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Sixty (60) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$75,000

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Jon F. Swift, Inc.

**CONTRACTOR** (Firm  
Name)

Sarasota County School  
Boaard

**OWNER** (Firm Name)

  
SIGNATURE

Stephen Clark

SIGNATURE

Justin Williams, Vice  
President

PRINTED NAME AND TITLE

July 26, 2023

DATE

 Digitally signed by Stephen Clark  
Date: 2023.12.13 11:14:09 -05'00'

PRINTED NAME AND TITLE

DATE

## Bustelo Mercedes

---

**From:** Clark Steve  
**Sent:** Tuesday, January 9, 2024 2:08 PM  
**To:** Bustelo Mercedes  
**Subject:** RE: Closing Out OPS - BLDG #10

Mercedes,

Please use this email as my final to close out this project. All deliverables have been submitted and uploaded by the contractor.



**Steve Clark**  
Project Manager,  
Construction Services  
Sarasota County Schools  
**Every Student. Every Day!**

Office: 941-927-9000 ext. 69016

Mobile: 941-915-7081

Email: [Steve.clark@sarasotacountyschools.net](mailto:Steve.clark@sarasotacountyschools.net)

Web: <https://www.sarasotacountyschools.net/>





**February 6, 2024 Board Meeting**  
Agenda Item 27.

**Title**

APPROVAL AND/OR RATIFICATION OF CONSTRUCTION SERVICES' CHANGE ORDERS

**Description**

The Construction Services' change orders are summarized on the enclosure for ease of review. Included in these change orders is a (\$112,169.32) deduct for Direct Material Purchases and the corresponding (\$6,780.16) deduct for sales tax savings. These change orders result in an overall contract decrease of (\$1,308,947.58).

**Gap Analysis**

Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

**Previous Outcomes**

Change orders reflect construction project progress and occur normally as a result of conditions on the construction project and district staff managing the costs associated with each project, including deductive change orders to allow the district to save sales tax.

**Expected Outcomes**

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

**Strategic Plan Goal**

**Recommendation**

That the Construction Services' change orders be approved and/or ratified as presented.

**Contact Information**

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

(\$1,308,947.58)

**ATTACHMENTS:**

Description

[Feb. 06 2024 CSD CO](#)

Upload Date

1/23/2024

Type

Cover Memo





**Sarasota County School Board  
Construction Services  
Change Order**

PROJECT:  
K-8 School @Clark & Lorraine  
9501 Lorraine Road  
Sarasota, FL 34241

CHANGE ORDER: 25

CHANGE ORDER DATE: 12/13/2023

CONTRACT / PO NUMBER: 22302738

TO (Contractor):  
P.J. Hayes Inc dba Tandem Construction  
5391 Lakewood Ranch Blvd. N.,  
Suite 200  
Sarasota, FL 34240

CHANGE ORDER TYPE: DMP Sanitary Sewer Structures

CONTRACT DATE: February 7, 2023

<b>You are directed to make the following changes in this Contract:</b>	
DMP Sanitary Sewer Structures Material	(\$112,169.32)
DMP Sanitary Sewer Structures Tax Savings	(\$6,780.16)
<b>Total of Summary:</b>	
	(\$118,949.48)

The original Guaranteed Maximum Price was	\$ 25,474,509.53
The net change by previously authorized Change Orders	\$ 52,424,745.99
The Guaranteed Maximum Price prior to the Change Order was	\$ 77,899,255.52
The Guaranteed Maximum Price will be ( <i>decreased</i> ) by this Change Order in the amount of	\$ (118,949.48)
The new Guaranteed Maximum Price including this Change Order will be	\$ 77,780,306.04

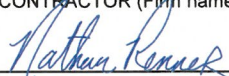
The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be 05/01/2025.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Harvard Jolly Inc. KT  
ARCHITECT (Firm name)  
  
SIGNATURE

Emmet Van Aken - Project Manager  
PRINTED NAME & TITLE  
  
December 19, 2023  
DATE

Tandem Construction  
CONTRACTOR (Firm name)  
  
SIGNATURE

Nathan Renner, Sr Project Manager  
PRINTED NAME & TITLE  
  
December 13, 2023  
DATE

Sarasota County School Board  
OWNER  
Stephen Clark Digitally signed by Stephen Clark  
Date: 2023.12.20 10:24:00 -05'00'  
SIGNATURE

Steve Clark, Project Manager  
PRINTED NAME & TITLE  
  
Jane Dreger Digitally signed by Jane Dreger  
Date: 2023.12.20 14:34:33 -05'00'  
SIGNATURE  
  
Jane Dreger  
DIRECTOR (Printed Name)





5391 Lakewood Ranch Blvd. N.,  
Suite 200  
Sarasota, FL 34240  
Ph: (941) 954-1599  
Fax: (941) 954-5511

## Change Request

**To:** Steve Clark  
School Board of Sarasota Cnty  
1900 Landings Boulevard  
Sarasota, FL 34231  
Ph: (941)361-6680 Fax: (941)361-6684

**Number:** 25  
**Date:** 12/13/2023  
**Job:** 23-004 K-8 School @ Clark & Lorraine

**Description:** DMP - Bennett Contracting - Cast System

We are pleased to offer the following specifications and pricing to make the following changes:

Credit for Owner's Direct Purchase of Sanitary Sewer Structures per the attached Cast Systems, LLC Proposal dated 12/11/2023.

The total direct cost to perform this work is .....	\$(118,949.48)
(Please refer to attached sheet for details.)	
	Move Contractor's Fee \$(4,757.98)
	Contractor's Fee on DMP \$4,757.98
	<b>Total: \$(118,949.48)</b>

If you have any questions, please contact me at (941)954-1599.

Submitted by: Nathan Renner  
Tandem Construction

Approved by: Stephen Clark Digitally signed by Stephen Clark  
Date: 2023.12.20 10:24:39 -05'00'



5391 Lakewood Ranch Blvd. N.,  
Suite 200  
Sarasota, FL 34240  
Ph: (941) 954-1599  
Fax: (941) 954-5511

## Change Request 25 Price Breakdown Continuation Sheet

**Description:** DMP - Bennett Contracting - Cast System

Description	Subjob	Cost Code	Price
Sanitary Sewerage Material		33-3000	\$(112,169.32)
Sanitary Sewerage Tax Savings		33-3000	\$(6,780.16)

**Subtotal: \$(118,949.48)**

DIRECT PURCHASE ORDER  
REQUEST FORM

School Board of Sarasota County

Date: 12/12/2023

Project Name: **K8 School at Clark & Lorraine**

<b>VENDOR:</b>	Cast Systems
	19400 Peachland Blvd.
	Port Charlotte, FL 33948
<b>Attention #1:</b>	Sandra Morgan
<b>Email:</b>	<a href="mailto:Sandra@castsystemsllc.com">Sandra@castsystemsllc.com</a>
<b>Attention #2:</b>	Traci Farina
<b>Email:</b>	<a href="mailto:Traci@castsystemsllc.com">Traci@castsystemsllc.com</a>
<b>Telephone:</b>	(941) 625-3474
<b>Fax:</b>	

<b>SHIP TO:</b>	K8 School at Clark & Lorraine
	9501 Lorraine Road
	Sarasota, FL 34241
	Attn: Bennett Contracting, Inc &
	LaGasse Utilities, Inc.

**General Contractor Contact List**

Nathan Renner - [Nathan.Renner@Tandemconstruction.com](mailto:Nathan.Renner@Tandemconstruction.com)  
Cody Carson - [Cody.Carson@Tandemconstruction.com](mailto:Cody.Carson@Tandemconstruction.com)  
Renee Galto - [Renee.Galto@Tandemconstruction.com](mailto:Renee.Galto@Tandemconstruction.com)  
Ruth Richardson - [Ruth.Richardson@Tandemconstruction.com](mailto:Ruth.Richardson@Tandemconstruction.com)

Date	Delivery Date	Ship via	F.O.B.	Terms	Purchase Order No.
12/12/2023	Per Superintendent	Your Truck	Job Site	Net 30	

SPECIAL INSTRUCTIONS: All responsibility & contact relative to the P.O. shall be with Bennett Contracting, Inc., as to delivery, quality, and quantity. Original invoice shall be sent to the above named subcontractor and approved by them, then forwarded to the Construction Manager, who will forward to School Board of Sarasota County.

Item #	Item Description	Quantity	Unit	Unit Price	Extended Amount
1	Sanitary Sewer Structures per the attached Cast Systems, LLC proposal dated 12-11-23  <u>All invoices as follows:</u> School Board of Sarasota County C/O - Bennett Contracting, Inc. 6029 33rd Street East Bradenton, FL 34203 (941) 756 - 8200 <a href="mailto:Alisa.Bennett@bennettdigs.com">Alisa Bennett - alisa@bennettdigs.com</a>				\$112,169.32
<b>TOTAL</b>					<b>\$112,169.32</b>

Tax Savings \$6,780.16

**TERMS & CONDITIONS:**

ALL RESPONSIBILITY RELATED TO THIS PURCHASE ORDER IS WITH THE ABOVE NAMED SUBCONTRACTOR. THE ONLY EXCEPTION IS PAYMENT FROM SBSC UPON APPROVED INVOICE FROM THE ABOVE NAMED SUBCONTRACTOR.

**NOTE:**

Provide Product Data & Shop Drawings for Approval Prior to final order or fabrication.  
Field measure prior to fabrication



CAST SYSTEMS, LLC  
19400 PEACHLAND BLVD  
PORT CHARLOTTE, FL 33948  
Phone: (941) 625-3474  
Fax: (941) 255-9448

Job Number: 17901

Order Date: 12/11/2023

Office

<b>Bill to:</b>	SARASOTA COUNTY SCHOOL BOARD C/O LAGASSE UTILITIES, INC. 5350 MCINTOSH ROAD SARASOTA, FL 34233	<b>Delivery to:</b>	LORRAINE K-8 SCHOOL 8201 LORRAINE RD SARASOTA
<b>Contact:</b>		<b>Project Manager:</b>	DAX
<b>Phone :</b>	<b>Fax:</b>	<b>Phone :</b>	(941) 504-8737 <b>Fax:</b>
<b>Customer ID:</b>	SARASOTA COU PO: 22303205	<b>ShipVia:</b>	
<b>Terms:</b>	NET 30	<b>Sales Rep:</b>	SANDRA MORGAN

Structure ID	Structure Type	Weight	Height	Qty	Structure Price/Average	Amount
48"SAMH AGRU W/USF# 170CE ORS 16/18 LINED						
SSMH-02	Sanitary 48"SAMH AGRU W/USF# 170CE ORS 16/18 LINED	26,306	16.20		\$19,459.37	
		26,306		1	\$19,459.37	\$19,459.37
48"SAMH AGRU-LINED BASE REMAKE						
SSMH-02 REV	Sanitary 48"SAMH AGRU-LINED BASE REMAKE	11,146	16.20		\$6,064.74	
		11,146		1	\$6,064.74	\$6,064.74
48"SAMH W/USF# 170CE ORS 00/06						
SSMH-11	Sanitary 48"SAMH W/USF# 170CE ORS 00/06	12,031	5.60		\$3,353.78	
SSMH-12	Sanitary 48"SAMH W/USF# 170CE ORS 00/06	12,183	5.72		\$3,272.03	
		24,214		2	\$3,312.90	\$6,625.81
48"SAMH W/USF# 170CE ORS 06/08						
SSMH-10	Sanitary 48"SAMH W/USF# 170CE ORS 06/08	14,100	7.05		\$3,790.93	
		14,100		1	\$3,790.93	\$3,790.93
48"SAMH W/USF# 170CE ORS 08/10						
SSMH-08	Sanitary 48"SAMH W/USF# 170CE ORS 08/10	17,182	9.21		\$4,216.37	
SSMH-09	Sanitary 48"SAMH W/USF# 170CE ORS 08/10	16,426	8.65		\$4,182.24	
		33,608		2	\$4,199.31	\$8,398.61
48"SAMH W/USF# 170CE ORS 10/12						
SSMH-05	Sanitary 48"SAMH W/USF# 170CE ORS 10/12	18,422	10.00		\$4,412.20	
SSMH-06	Sanitary 48"SAMH W/USF# 170CE ORS 10/12	19,887	10.94		\$5,107.22	
SSMH-07	Sanitary 48"SAMH W/USF# 170CE ORS 10/12	19,352	10.73		\$5,090.91	
		57,661		3	\$4,870.11	\$14,610.33
48"SAMH W/USF# 170CE ORS 14/16						
SSMH-01	Sanitary 48"SAMH W/USF# 170CE ORS 14/16	26,681	15.50		\$6,690.18	
SSMH-03	Sanitary 48"SAMH W/USF# 170CE ORS 14/16	25,290	14.82		\$6,035.07	
SSMH-04	Sanitary 48"SAMH W/USF# 170CE ORS 14/16	25,216	14.50		\$6,021.57	
		77,187		3	\$6,248.94	\$18,746.82



CAST SYSTEMS, LLC  
19400 PEACHLAND BLVD  
PORT CHARLOTTE, FL 33948  
Phone: (941) 625-3474  
Fax: (941) 255-9448

**Job Number: 17901**

Order Date: 12/11/2023

Office

72" RND AGRU LIFT STATION W/ TOP SLAB LINED

LS	Sanitary 72" RND AGRU LIFT STATION W/ TOP SLAB LINED	60,387	24.57		\$34,472.72
		60,387		1	\$34,472.72
					\$34,472.72
Totals		304,609			\$112,169.32
					<hr/>
					Taxable \$0.00
					Non-Taxable \$112,169.25
					Sub Total \$112,169.32
					Tax \$0.00
					Total \$112,169.32



**Sarasota County School Board**

---

**OWNER**  
**Brian T. Mabee**

Digitally signed by Brian T. Mabee  
Date: 2023.12.20 11:34:20  
-05'00'

---

**SIGNATURE**

**Brian Mabee**

---

**PRINTED NAME & TITLE**

**Jane Dreger**

Digitally signed by Jane Dreger  
Date: 2024.01.08 09:41:46  
-05'00'

---

**SIGNATURE**

**Jane Dreger**

---

**DIRECTOR (Printed Name)**

**SARASOTA COUNTY SCHOOL BOARD**

**Construction Services**

**Change Order**

PROJECT:	Fruitville Bldg. 8 Renovation 601 Honore Avenue Sarasota, FL 34232	CHANGE ORDER NUMBER:	01
		CHANGE ORDER DATE:	11/30/23
TO (Contractor):	P.J. Hayes, Inc. dba Tandem Construction 5391 Lakewood Ranch Blvd. N. Suite 200 Sarasota, FL 34240	CONTRACT / PO NUMBER:	22304221
		CONTRACT FOR:	Design & Const. Services
		CONTRACT DATE:	6/13/23

You are directed to make the following changes in this Contract:	
<i>Project close-out adjusting the final contract sum to reflect actual costs, per the Continuation Sheet attached.</i>	\$ (41,227.49)
<i>This change represents all invoices through November 30, 2023. If legitimate invoices or costs are received after November 30, 2023, Tandem Construction will submit an invoice for reimbursement to the Owner.</i>	
<b>Total of Summary:</b>	<b>\$ (41,227.49)</b>

The original Guaranteed Maximum Price was	\$239,179.91
The net change by previously authorized Change Orders	\$0.00
The Guaranteed Maximum Price prior to the Change Order was	\$239,179.91
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ (41,227.49)
The new Guaranteed Maximum Price including this Change Order will be	\$197,952.42

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be 00/00/0000.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

P.J. Hayes, Inc. dba Tandem Construction  
CONTRACTOR (Firm name)

  
SIGNATURE

Sky Holmgren (Asst. Project Manager)

PRINTED NAME & TITLE


12/19/2023

DATE

SARASOTA COUNTY SCHOOL BOARD  
OWNER

 Digitally signed by  
Stephen Clark  
SIGNATURE Date: 2023.12.20  
10:19:31 -05'00'

PROJECT MANAGER (Printed Name)

 Digitally signed  
by Jane Dreger  
SIGNATURE Date: 2023.12.20  
14:34:00 -05'00'

DIRECTOR (Printed Name)



5391 Lakewood Ranch Blvd. N.,  
Suite 200  
Sarasota, FL 34240  
Ph: (941) 954-1599  
Fax: (941) 954-5511

## Change Request

To: Steve Clark  
School Board of Sarasota Cnty  
1900 Landings Boulevard  
Sarasota, FL 34231  
Ph: (941)361-6680 Fax: (941)361-6684

Number: 01  
Date: 11/30/2023  
Job: 23-009 Fruitville Elem. Bldg. 8 Reno

Description: Project Close-out

We are pleased to offer the following specifications and pricing to make the following changes:

Project close-out adjusting the final contract sum to reflect actual costs, per the Continuation Sheet attached.  
This change represents all invoices through November 30, 2023. If legitimate invoices or costs are received after November 30, 2023,  
Tandem Construction will submit an invoice for reimbursement to the Owner.

The total direct cost to perform this work is .....	\$(36,164.47)
(Please refer to attached sheet for details.)	
	CM Fee \$(5,063.02)
	<b>Total: \$(41,227.49)</b>

If you have any questions, please contact me at (941)954-1599.

Submitted by: Nathan Renner  
Tandem Construction

Approved by: Stephen Clark Digitally signed by Stephen Clark  
Date: 2023.12.20 10:20:01 -05'00'





5391 Lakewood Ranch Blvd. N.,  
Suite 200  
Sarasota, FL 34240  
Ph: (941) 954-1599  
Fax: (941) 954-5511

### Change Request 01 Price Breakdown Continuation Sheet

**Description:** Project Close-out

Description	Subjob	Cost Code	Price
Sr. Project Manager		01-0040	\$(1,219.04)
Asst. Project Manager		01-0055	\$(2,229.78)
Project Super - Interior		01-0065	\$(14,872.88)
Contract Administrator		01-0090	\$(9.43)
Accounting		01-0100	\$584.19
Temporary Labor		01-0125	\$(924.84)
Temporary Toilet		01-0170	\$(240.00)
Drinking Water/ Ice/ Cups		01-0190	\$(100.00)
Waste Management & Disposal		01-0220	\$(46.85)
Small Hand Tools/ Misc. Consum		01-0250	\$(465.70)
Safety & First Aid Supplies		01-0510	\$(87.50)
Safety Signage		01-0511	\$(100.00)
Final Cleaning		01-0550	\$(2,304.00)
PMIS Cloud		01-0590	\$(90.82)
Temporary Protection		01-0640	\$(800.00)
Markerboards & Tackboards		10-1116	\$(2,960.00)
Signage		10-1400	\$(53.20)
Corner Guards		10-2613	\$(430.00)
Plumbing		22-0010	\$(1,460.67)
CM Contingency		98-0010	\$(8,353.95)

**Subtotal: \$(36,164.47)**

**SARASOTA COUNTY SCHOOL BOARD**

**Construction Services**

**Change Order**

PROJECT:	Oak Park School Building 10 & Sensory Garden 7285 Hand Rd. Sarasota, FL 34241	CHANGE ORDER NUMBER:	004
		CHANGE ORDER DATE:	12/18/23
TO (Contractor):	Jon F. Swift 2221 8 <sup>th</sup> Street Sarasota, FL 34240	CONTRACT / PO NUMBER:	22302148
		CHANGE ORDER TYPE:	FINAL
		CONTRACT DATE:	11/21/22

You are directed to make the following changes in this Contract:	
Final Project Reconciliation.	(\$395,021.29)
Total of Summary:	(\$395,021.29)

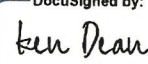
The original Guaranteed Maximum Price was	\$2,797,379.68
The net change by previously authorized Change Orders	\$ 544,327.08
The Guaranteed Maximum Price prior to the Change Order was	\$ 2,253,052.60
The Guaranteed Maximum Price will be <b>decreased</b> by this Change Order in the amount of	\$ (395,021.29)
The new Guaranteed Maximum Price including this Change Order will be	\$1,858,031.31

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be 00/00/2023.

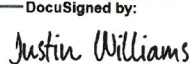
**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

SchenkelShultz Inc

DocuSigned by: (name)  
  
E6D1DEB6EB0D4C0...  
SIGNATURE  
Ken Dean Partner  
PRINTED NAME & TITLE  
12/22/2023  
DATE

Jon F. Swift, Inc.

DocuSigned by: (name)  
  
F3E2865109F34A5...  
SIGNATURE  
Justin Williams, VP  
PRINTED NAME & TITLE  
December 18, 2023  
DATE

SARASOTA COUNTY SCHOOL BOARD  
OWNER

Stephen Clark  
Digitally signed by Stephen Clark  
Date: 2024.01.11 08:33:36 -05'00'  
SIGNATURE  
Steve Clark  
PROJECT MANAGER (Printed Name)  
Jane Dreger  
Digitally signed by Jane Dreger  
Date: 2024.01.16 08:51:18 -05'00'  
SIGNATURE

Jane Dreger  
DIRECTOR (Printed Name)

<b>Oak Park School Building #10 Renovation</b>				
SCHOOL BOARD OF SARASOTA COUNTY				
APPLICATION AND CERTIFICATION FOR PAYMENT				
Contractor's signed certification is attached				
A	B			
COST CODE	DESCRIPTION OF WORK	Final CO		
<b>DIV 1</b>	<b>GENERAL REQUIREMENTS</b>			
010600	DB - Arch and MEP & Struct.			
010640	CM Preconstruction			
011200	Project Manager	(705.00)		
011210	Proj Manager Vehicle/Fuel			
011200	Assistant Project Manager	(727.50)		
011210	Assit Proj Manager Vehicle/Fuel	(0.01)		
011500	Superintendent	4,310.00		
011510	Superintendent Vehicle/Fuel			
011800	Project Coordinator	740.00		
011950	Project Accountant			
012110	Precon Video/Pictures	(825.00)		
012150	Plan Cost	(460.11)		
012360	Misc Materials	(694.48)		
012500	As-Builts/Record Dwgs			
013000	Safety Consultant	(900.00)		
013100	Personal Protect Equip	(629.01)		

	Fire Extinguishers	(300.00)		
013200	Barricades/Temp Fence	(3,566.63)		
015020	Job Office Furniture/Equipment	(550.00)		
015040	Job Office Supplies	(394.73)		
	Project Management Software			
015700	Temp Svc - Internet	(476.86)		
016100	Housekeeping Labor	(684.48)		
016150	Housekeeping Materials	(1,378.75)		
016160	Dumpsters	(1,922.29)		
016250	Temporary Toilets	(164.42)		
016300	Temporary Labor	(1,031.76)		
016350	Ice and Cups	(275.00)		
016700	Final Cleaning	(325.00)		
017000	Storage Trailers	(1,750.00)		
017100	Expendable Hand Tool	(391.96)		
017350	Survey			
018000	Insurance (Gen Liability)			
018100	Payment/Perform Bonds	(4,283.44)		
<b>DIV 2</b>	<b>EXISTING CONDITIONS</b>			
023210	Materials Testing			
024100	Demolition	(2,525.00)		
<b>DIV 4</b>	<b>MASONRY</b>			
042200	Masonry Walls			
<b>DIV 6</b>	<b>WOOD/PLASTICS/COMPOSITES</b>			
061010	Rough Carpentry Material	(8,030.24)		

061020	Rough Carpentry Labor	(3,760.00)		
064100	Cabinets	(20,409.39)		
<b>DIV 8</b>	<b>OPENINGS</b>			
081000	HM Doors			
088100	Sliders and Glazing			
088700	Window Film	(408.00)		
<b>DIV 9</b>	<b>FINISHES</b>			
092400	Stucco	(2,500.00)		
092900	Framing and Drywall	(7,023.54)		
096800	Flooring			
095100	Acoustical Ceiling	(6,440.81)		
099100	Painting	(16,622.00)		
<b>DIV 10</b>	<b>SPECIALTIES</b>			
101400	Signage	(6,956.27)		
102800	Bath Accessories			
102810	Bath Accessories - Labor			
<b>DIV 11</b>	<b>EQUIPMENT</b>			
117000	Changing Tables	(4,030.20)		
117000	Changing Tables - Install			
<b>DIV 12</b>	<b>FURNISHINGS</b>			
122000	Allowance	(3,466.22)		
<b>DIV 21</b>	<b>FIRE SUPPRESSION</b>			

211300	Allowance	(5,955.00)		
<b>DIV 22</b>	<b>PLUMBING</b>			
220000	Plumbing	(2,426.80)		
<b>DIV 23</b>	<b>HVAC</b>			
230000	HVAC System	(1,304.00)		
<b>DIV 26</b>	<b>ELECTRICAL</b>			
260000	Electrical System			
	Fire Alarm Allowance	143.75		
<b>DIV 31</b>	<b>EARTHWORK</b>			
311000	Site Grading and Fill	(14,502.50)		
<b>DIV 32</b>	<b>EXTERIOR IMPROVEMENTS</b>			
	Dining Canopy	(5,850.00)		
	Sidewalk Allowance			
	Sensory Garden - Equip. & Labor	(42,441.28)		
	Silt Fence	(2,500.00)		
	Synthetic Turf	(17,347.60)		
	Drainage	(6,075.00)		
	Survey	(7,500.00)		
	Sod/Landscaping	(1,800.00)		
	Watering Labor	(1,000.00)		
	Watering Material	(750.00)		
	Fencing			

[illegible]



**SARASOTA COUNTY SCHOOL BOARD**

**Construction Services**

**Change Order**

PROJECT:	Garden Elementary School Hurricane Ian Campus Repairs & Restoration 2022 700 Center Road Venice, FL 34285	CHANGE ORDER NUMBER:	01
		CHANGE ORDER DATE:	12/27/23
TO (Contractor):	P.J. Hayes, Inc. dba Tandem Construction 5391 Lakewood Ranch Blvd. N. Suite 200 Sarasota, FL 34240	CONTRACT / PO NUMBER:	22301487
		CONTRACT FOR:	Design & Const. Services
		CONTRACT DATE:	10/4/22

You are directed to make the following changes in this Contract:	
<i>Project close-out adjusting the final contract sum to reflect actual costs, per the Continuation Sheet attached.</i>	\$(712,425.76)
<i>This change represents all invoices through December 27, 2023. If legitimate invoices or costs are received after December 27, 2023, Tandem Construction will submit an invoice for reimbursement to the Owner.</i>	
<b>Total of Summary:</b>	<b>\$(712,425.76)</b>

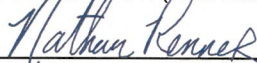
The original Guaranteed Maximum Price was	\$1,000,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to the Change Order was	\$1,000,000.00
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$(712,425.76)
The new Guaranteed Maximum Price including this Change Order will be	\$287,574.24

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be 00/00/0000.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

P.J. Hayes, Inc. dba Tandem Construction  
CONTRACTOR (Firm name)

  
SIGNATURE

Nathan Renner - Sr. Project Manager  
PRINTED NAME & TITLE

12/27/23  
DATE

SARASOTA COUNTY SCHOOL BOARD  
OWNER

Brian T. Mabee Digitally signed by Brian T. Mabee  
Date: 2024.01.19 11:54:00 -05'00'  
SIGNATURE

Brian Mabee, Project Manager  
PROJECT MANAGER (Printed Name)

Jane Dreger Digitally signed by Jane Dreger  
Date: 2024.01.19 11:38:36 -05'00'  
SIGNATURE

Jane Dreger Director of Construction Svcs  
DIRECTOR (Printed Name)





5391 Lakewood Ranch Blvd. N.,  
Suite 200  
Sarasota, FL 34240  
Ph: (941) 954-1599  
Fax: (941) 954-5511

## Change Request

**To:** Brian Mabee  
School Board of Sarasota Cnty  
7895 Fruitville Road  
Sarasota, FL 34239  
Ph: (941)927-9000 x69033 Fax: (941)361-6684

**Number:** 01  
**Date:** 12/27/2023  
**Job:** 22-031 Garden Elementary lan Repairs

**Description:** Project Close-Out

We are pleased to offer the following specifications and pricing to make the following changes:

Project close-out adjusting the final contract sum to reflect actual costs, per the Continuation Sheet attached.  
This change represents all invoices through December 27, 2023. If legitimate invoices or costs are received after December 27, 2023,  
Tandem Construction will submit an invoice for reimbursement to the Owner.

The total direct cost to perform this work is .....	\$(659,653.49)
(Please refer to attached sheet for details.)	
	Fee \$(52,772.27)
	<b>Total: \$(712,425.76)</b>

If you have any questions, please contact me at (941)954-1599.

Submitted by: Nathan Renner  
Tandem Construction

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



5391 Lakewood Ranch Blvd. N.,  
Suite 200  
Sarasota, FL 34240  
Ph: (941) 954-1599  
Fax: (941) 954-5511

Change Request 01 Price Breakdown  
Continuation Sheet

Description: Project Close-Out

Description	Subjob	Cost Code	Price
Project Manager		01-0050	\$(1,340.50)
Asst. Project Manager		01-0055	\$(4,640.00)
General Superintendent		01-0060	\$(27,333.25)
Administrative Assistant		01-0090	\$(1,633.00)
Accounting		01-0100	\$(803.87)
General Labor		01-0120	\$(467.49)
Vehicle Expense		01-0210	\$(909.43)
Misc. Equipment Rental		01-0230	\$(3,678.01)
Materials		01-0255	\$(3,320.11)
Payment & Performance Bonds		01-0320	\$(1,911.67)
Rough Carpentry		06-0010	\$(7,071.25)
Membrane Roofing		07-5000	\$(46,368.48)
Gypsum Board Assemblies		09-2116	\$(3,091.00)
Acoustical Panel Ceilings		09-5113	\$(3,893.83)
Painting		09-9100	\$(3,101.67)
Fire Sprinkler		21-0010	\$(470.00)
Tree Removal		31-9000	\$(8,950.00)
Signage & Striping		32-1723	\$(3,074.00)
Chain Link Fences & Gates		32-3113	\$(670.00)
Contractor's Contingency		98-0010	\$(536,925.93)

Subtotal: \$(659,653.49)



January 18, 2024

Sarasota County Schools  
Construction Services  
Jane Dreger, Director

RE: Garden Elementary School  
Hurricane Ian Campus Repairs & Restoration 2022  
700 Center Road  
Venice, FL 34285

Ms. Dreger,

This letter serves as notification of the completion of the Hurricane Ian restoration work for Garden Elementary School. All cleanup and repairs were completed as directed by Sarasota County Schools and their consultants. No asbestos was discovered or used in the restoration process. All replacement materials used matched existing. All cost backup was included in payment applications.

Thank you for the opportunity for Tandem Construction to assist with the hurricane assessment and remediation.

Sincerely,

A handwritten signature in dark ink that reads "Nathan Renner". The signature is fluid and cursive, with the first name and last name clearly legible.

Nathan Renner  
Sr. Project Manager  
Tandem Construction

## Bustelo Mercedes

---

**From:** Dreger Jane  
**Sent:** Thursday, October 5, 2023 3:33 PM  
**To:** Foley Michael; Starr Wayne  
**Cc:** Mabee Brian; Bustelo Mercedes; Snyder Kevin; Blanton Marilyn  
**Subject:** Hurricane Ian Closeouts  
**Attachments:** Cranberry Elementary closeout letter.docx  
  
**Categories:** PROJECT TASKS

Team,

The following Hurricane Ian projects did not require any permits and will not require any closeouts because items were removed/replaced or repaired:

- Atwater ES
- Cranberry ES
- Englewood ES
- Garden ES
- Glenallen ES
- STC NP
- Taylor Ranch ES
- Toledo Blade ES

The following Hurricane Ian projects did require permits and will require closeouts because building components (such as roofs, etc.) were damaged and had to be designed and replaced:

- Heron Creek MS
- Lamarque ES
- Venice MS
- Woodland MS
- ALSO North Port HS (by Facilities)

We are in the final accounting stages now on most of the first eight. We will be issuing final CO's to return unspent funds. Attached is a sample letter from Cranberry so we have something on file explaining what was done. If either of you see any issues with this, please let me know.

Thank you and have a great day,



**February 6, 2024 Board Meeting**  
Agenda Item 28.

**Title**

APPROVAL OF THE AGREEMENT BETWEEN MANASOTA BEACH RANGLANDS LLLP FOR SITE DEVELOPMENT ASSOCIATED WITH THE HIGH SCHOOL AND K8 SCHOOL IN WELLEN PARK AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

**Description**

This agreement delineates the site development activities and infrastructure improvements shared by the School District and Manasota Beach Ranchlands LLLP. These improvements include; stormwater, lift station, road construction and access roads in and around the school sites.

**Gap Analysis**

This agreement is needed to ensure effective collaboration during development of critical infrastructure supporting the schools.

**Previous Outcomes**

N/A

**Expected Outcomes**

The Board approve the agreement as presented

**Strategic Plan Goal**

**Recommendation**

That the agreement with Manasota Beach Ranchlands LLLP be approved as presented.

**Contact Information**

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description

[Agreement](#)

Upload Date

1/29/2024

Type

Cover Memo

**PRELIMINARY AGREEMENT REGARDING  
CERTAIN DEVELOPMENT ASPECTS OF SCHOOL SITE**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2024 (the "Effective Date"), by and between **MANASOTA BEACH RANCHLANDS, LLLP**, a Florida limited liability limited partnership ("Manasota"), and **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a public body corporate ("School Board").

**RECITALS:**

A. Manasota and School Board previously entered into an Exchange Agreement dated October 20, 2020, as amended (the "Exchange Agreement").

B. Pursuant to the Exchange Agreement, School Board acquired from Manasota a site for a future school or schools (the "School Site").

C. Attached hereto as Exhibit "A" is a preliminary site plan for the School Site (the "Preliminary Site Plan"). It is understood that the Preliminary Site Plan is subject to change over time as the actual site design is refined and finalized.

D. Pursuant to the terms of the Exchange Agreement, Manasota is in the process of constructing certain infrastructure improvements that will serve and benefit the School Site, including but not limited to an extension of Manasota Beach Road ("MBR") along the north side of the School Site, with right and left stacking/turn lanes at the two planned access roads leading to or into the School Site (the "MBR Turn Lanes").

E. Manasota may cause its affiliated entity Wellen Park Construction, LLLP, a Florida limited liability limited partnership ("WPC"), undertake and perform any construction activities contemplated herein by Manasota.

F. In conjunction with School Board's acquisition of the School Site, Manasota granted to School Board a temporary access easement to the School Site until the MBR extension is completed, which temporary access easement is recorded in the Official Records as Instrument #2021094421, Public Records of Sarasota County Florida (the "2021 Temporary Easement").

G. The parties desire to enter into this Agreement for the purpose of facilitating the development of the School Site, as well as certain other adjacent properties owned by Manasota pursuant to the Exchange Agreement or as the parties may determine is in their mutual best interests.

H. Words and phrases defined in the Exchange Agreement shall have the same meaning when used in this Agreement. The terms contained in this Agreement shall control if in conflict with the terms contained in the Exchange Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Preliminary Agreement. The purpose of this preliminary agreement is to set forth the preliminary understanding and agreement of the parties regarding their mutual desire and efforts to cooperate with each other to proceed with the initial development stages of the School Site, as well as certain adjacent properties owned by Manasota in general accordance with the Exchange Agreement. It is understood that many aspects of the development of the School Site are still preliminary in nature and not yet finalized. However, it is in all parties' best interests to cooperate and coordinate their mutual development efforts while the plans and specifications for the School Site are being finalized (including all related infrastructure improvements). Accordingly, the parties intend to supplement this preliminary agreement with amendments and/or an amended and restated agreement (collectively a "Future Amended Agreement") as the parties deem reasonably necessary or desirable to memorialize further details of their agreement to develop the School Site, as well as certain of Manasota's adjacent properties. Either party may elect to designate an authorized person or representative to negotiate, approve and execute any Future Amended Agreement.

2. School Board Conveyances to WVID.

a. Areas A, B and C. Attached hereto as Exhibit "B" is a markup of the Preliminary Site Plan that depicts Areas A, B and C, more particularly described as follows:

Area A. Stormwater management facilities and wetlands in the northwest portion of the School Site just south of MBR, which includes a 12' wide concrete trail to be constructed along the south and east side of Area A.

Area B. Stormwater management facilities and wetlands in the northeast portion of the School Site just south of MBR.

Area C. Existing drainage ditch near the southern boundary of the School Site (the "South Ditch"). School Board shall clean out and enlarge the South Ditch as needed to conform with the School Site plans and specifications.

Once the work and facilities in Areas A, B and C are constructed and completed, School Board shall convey and WVID shall accept Areas A, B and C to the West Village Improvement District ("WVID"). Upon such conveyance, WVID shall be responsible for the maintenance, upkeep and repair of Areas A, B and C.

b. East Access Road. As discussed in paragraph 4 below, once the East Access Road is constructed and completed, the parties shall convey their respective interests in the East Access Road to WVID. Upon such conveyance and acceptance, WVID shall be responsible for the maintenance, upkeep and repair of the East Access Road.

c. Additional Conveyances. The parties agree to make any additional conveyances to WVID as contemplated elsewhere in this Agreement.

3. Temporary Construction Easements. Currently the parties contemplate that two temporary construction easements will be needed for the development of the School Site, namely:

a. Expanded Area A. Attached hereto as Exhibit "C" is a sketch and description that depicts Area A as well as other adjacent areas to the south of Area A ("Expanded Area A"). Manasota, at its sole expense, shall create the most westerly stormwater facility within Expanded Area A ("Pond A"), and deposit the fill dirt from Pond A onto the southerly portion of Expanded Area A. School Board shall reimburse Manasota for all the costs reasonably associated with Manasota's permitting and excavation of Pond A, as well as the fill dirt relocation, provided such costs are generally consistent with the Infrastructure Improvements Cost Estimate prepared by Frederick Derr and Company, Inc. School Board shall grant Manasota a temporary construction easement across Expanded Area A for such work, in a format similar to the 2021 Temporary Easement.

b. Easterly Drainage Ditch. At the time School Board begins its clearing development of the School Site, School Board shall excavate and construct, at School Board's sole expense, a temporary drainage ditch on Manasota's property directly adjacent to the easterly boundary of the School Site (the "Easterly Drainage Ditch"). The Easterly Drainage Ditch shall be located within the area depicted on Exhibit "D" attached hereto (the "Easterly Drainage Ditch Area"). Manasota shall grant School Board a temporary construction easement across the Easterly Drainage Ditch Area in a format similar to the 2021 Temporary Easement. The purpose of the Easterly Drainage Ditch is to allow for stormwater flowage from the area in the vicinity of the southeasterly corner of the School Site northerly to MBR. This ditch will become unnecessary once Sarasota County completes its proposed River Road stormwater retention improvements, which improvements will allow for stormwater flowage from the area in the vicinity of the southeasterly corner of the School Site easterly to the River Road stormwater improvements.

4. East Access Road. Attached hereto as Exhibit "E" is an enlargement of the northeasterly portion of the Preliminary School Site Plan depicting (a) the east access road for the School Site (the "East Access Road"), and (b) the approximate location of a proposed lift station (the "Lift Station"). School Board, at its sole expense, shall design, permit and construct the East Access Road (the "East Access Road Improvements") to a point just south of the proposed driveway running west into the School Site. The East Access Road will be located on the School Site and on property owned by Manasota to the east on the boundary line of the two (2) parcels. School Board shall grant Manasota a permanent access easement across the area of the East Access Road owned by School Board as depicted on Exhibit "F" attached hereto, and Manasota shall grant School Board



a permanent access easement across the area of the East Access Road owned by Manasota as depicted on Exhibit "G" attached hereto. These access easements shall be in a format similar to the 2021 Temporary Easement, revised to remove the temporary aspect of the easement. Once the East Access Road Improvements are completed, (i) Manasota shall reimburse School Board for one-half of the cost of designing, permitting and constructing the East Access Road Improvements, and (ii) the parties shall convey the East Access Road property (including the East Access Road Improvements) to WVID, as discussed in paragraph 2.b. above.

5. Lift Station. School Board shall design, permit and construct the Lift Station which shall serve the School Site as well as Manasota's adjacent properties to the east and north of the School Site. Once the Lift Station is completed and conveyed to the City of North Port, Manasota shall reimburse School Board for any pro rata capacity of the Lift Station that is in excess of the capacity needed to serve the School Site. By way of example only, if hypothetically it is determined that the School Site will require 45% of the capacity of the Lift Station, then Manasota shall reimburse School Board 55% of the cost of designing, permitting and constructing the Lift Station.

6. Turn Lanes. Pursuant to Article 13 and paragraph 4.D. of the First Amendment to Exchange Agreement, School Board has previously approved the design, specifications and contractor's cost estimate of constructing the MBR Turn Lanes in the amount of \$347,470.85. Both parties agree to have the roadwork, including turn lanes required for the new school, completed except for the final asphalt paving, striping, landscaping and signage installed so these roadways can be accessed and used for the school construction by the School Board. Upon completion of the preliminary portion of the work which at the time of execution of this agreement has been completed by Manasota and is being used for the construction of the school, the School Board shall reimburse Manasota the partial amount(s) invoiced. Upon completion and acceptance by WVID of the MBR Turn Lanes, including final improvements such as final asphalt coat, striping, signage and landscaping, the School Board shall reimburse Manasota the balance due, provided the total amount paid by the School Board for the MBR Turn Lanes shall not exceed \$347,470.85.

7. Reimbursement. This Agreement contains various reimbursement obligations of both parties. If any such reimbursement obligations are owed by both parties in the approximate same timeframe, such reimbursement obligations may be offset so one party may only owe the difference to the other party. By way of example only, if hypothetically it is determined that School Board owes Manasota \$100,000, and Manasota owes School Board \$130,000, then Manasota shall reimburse School Board \$30,000. Any party seeking reimbursement shall supply the other party with reasonable back-up materials and information, including how the reimbursement amount was calculated. All reimbursements shall be made within sixty (60) days of request.

8. Manasota Surety Bond. As stated in Recital D above, Manasota was required to construct certain infrastructure improvements, including an extension of MBR. Pursuant to the terms of the Exchange Agreement, Manasota posted a Surety Bond related to such construction work, which construction work is now substantially completed. Accordingly, School Board hereby agrees that the Surety Bond can be released and returned to Manasota. The parties acknowledge and agree that the School Board has timely satisfied its obligation to provide a site plan, including turn lane information required by paragraph D of the infrastructure improvements included within the agreement.

9. Miscellaneous.

a. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties.

b. Headings. The article headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

c. Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. Except to the extent provided otherwise herein, the failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

d. Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Florida.

e. Third-Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary, or otherwise.

f. Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings relating to this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by both of the parties hereto.

g. Execution in Counterparts. This Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the parties' signatures to one or more of such counterpart signature pages; all such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signatories have signed a single signature page.

h. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

If to Manasota: Manasota Beach Ranchlands LLLP  
19503 South West Villages Parkway  
Venice, FL 34293  
Attention: Rick Severance, Manager  
Telephone: (941) 999-4822 x108  
Email: [rick.severance@mattamycorp.com](mailto:rick.severance@mattamycorp.com)

With a copy to: Manasota Beach Ranchlands LLLP  
4901 Vineland Road, Suite 450  
Orlando, FL 32810  
Attention: Nicole Marginian Swartz, Esq.  
Telephone: (407) 845-9191  
Email: [nicole.swartz@mattamycorp.com](mailto:nicole.swartz@mattamycorp.com)

If to School Board School Board of Sarasota County  
1960 Landings Boulevard  
Sarasota, FL 34231  
Attention: Terry Connor, Superintendent  
Telephone: 941-927-9000  
Email: [terry.connor@sarasotacountyschools.net](mailto:terry.connor@sarasotacountyschools.net)

and

Director of Planning  
7889 Fruitville Road  
Sarasota, FL 34230  
Telephone: 941-927-9000, ext. 68052  
Email: [diane.cominotti@sarasotacountyschools.net](mailto:diane.cominotti@sarasotacountyschools.net)

With a copy to: Shumaker, Loop & Kendrick, LLP  
240 S. Pineapple Ave., 10<sup>th</sup> Floor  
Sarasota, FL 34236  
Attention: Daniel J. DeLeo, Esq.  
Telephone: (941) 364-2740  
Email: [mmckinley@shumaker.com](mailto:mmckinley@shumaker.com)

If to District: West Villages Improvement District  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attn: Todd Wodraska, District Manager  
Telephone: 561-296-1933

Email: [twodraska@sdsinc.org](mailto:twodraska@sdsinc.org)

Any such notices shall be (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (c) sent by electronic mail, in which case notice shall be deemed delivered on the day of transmission of such notice and confirmation of such transmission, or (d) sent by personal delivery, in which case notice shall be deemed delivered on the day of actual delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

i. Construction. The parties acknowledge that the parties and their counsel have participated in the drafting of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. Whenever required by the context, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

j. Electronic Transmissions. The parties may evidence their acceptance of this Agreement by electronic transmission of a copy of this Agreement bearing the respective party's signature, and such copy shall be binding for all purposes as fully as a copy bearing the original signature of such party.

k. Venue; Process. The parties to this Agreement agree that jurisdiction and venue shall properly lie in the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida, or in the federal court (Middle District of Florida) that is located in Sarasota or closest thereto with respect to any legal proceedings arising from this Agreement, that all legal proceedings arising under this Agreement shall be brought only in one of the courts listed above, and that the mailing of any process shall constitute valid and lawful process against them.

l. The parties confirm and acknowledge there is no default under the Exchange Agreement, as amended, and the terms and conditions of the Exchange Agreement shall and do remain in full force and effect, and the parties shall remain bound thereby.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

Signed by Manasota on \_\_\_\_\_, 2024

**MANASOTA BEACH RANCHLANDS, LLLP**, a  
Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware  
limited liability company, as its General Partner

By: Thomas Ranch Manager, LLC, a Delaware  
limited liability company, as its Manager

By: \_\_\_\_\_  
Richard P. Severance  
As its Vice President

Signed by School Board on \_\_\_\_\_, 2024

**THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**, a public body corporate

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED FOR LEGAL CONTENT

Date: January 29, 2024

**ATTORNEYS FOR THE SCHOOL BOARD OF  
SARASOTA COUNTY**

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Name of Firm: Shumaker, Loop & Kendrick, LLP  
Address: 240 S. Pineapple Ave., 10<sup>th</sup> Floor  
Sarasota, FL 34236

**JOINDER BY AND CONSENT BY WPC**

WPC hereby joins in and consents to the provisions of this Agreement.

Signed by WPC on \_\_\_\_\_, 2024

**WELLEN PARK CONSTRUCTION, LLLP, a**  
Florida limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware  
limited liability company, as its General Partner

By: Thomas Ranch Manager, LLC, a Delaware  
limited liability company, as its Manager

By: \_\_\_\_\_  
Richard P. Severance  
As its Vice President

**JOINDER BY AND CONSENT BY WVID**

WVID hereby joins in and consents to the provisions of this Agreement.

Signed by WVID on \_\_\_\_\_, 2024

WEST VILLAGES IMPROVEMENT DISTRICT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As its \_\_\_\_\_



# PRELIMINARY SITE PLAN OF SCHOOL SITE

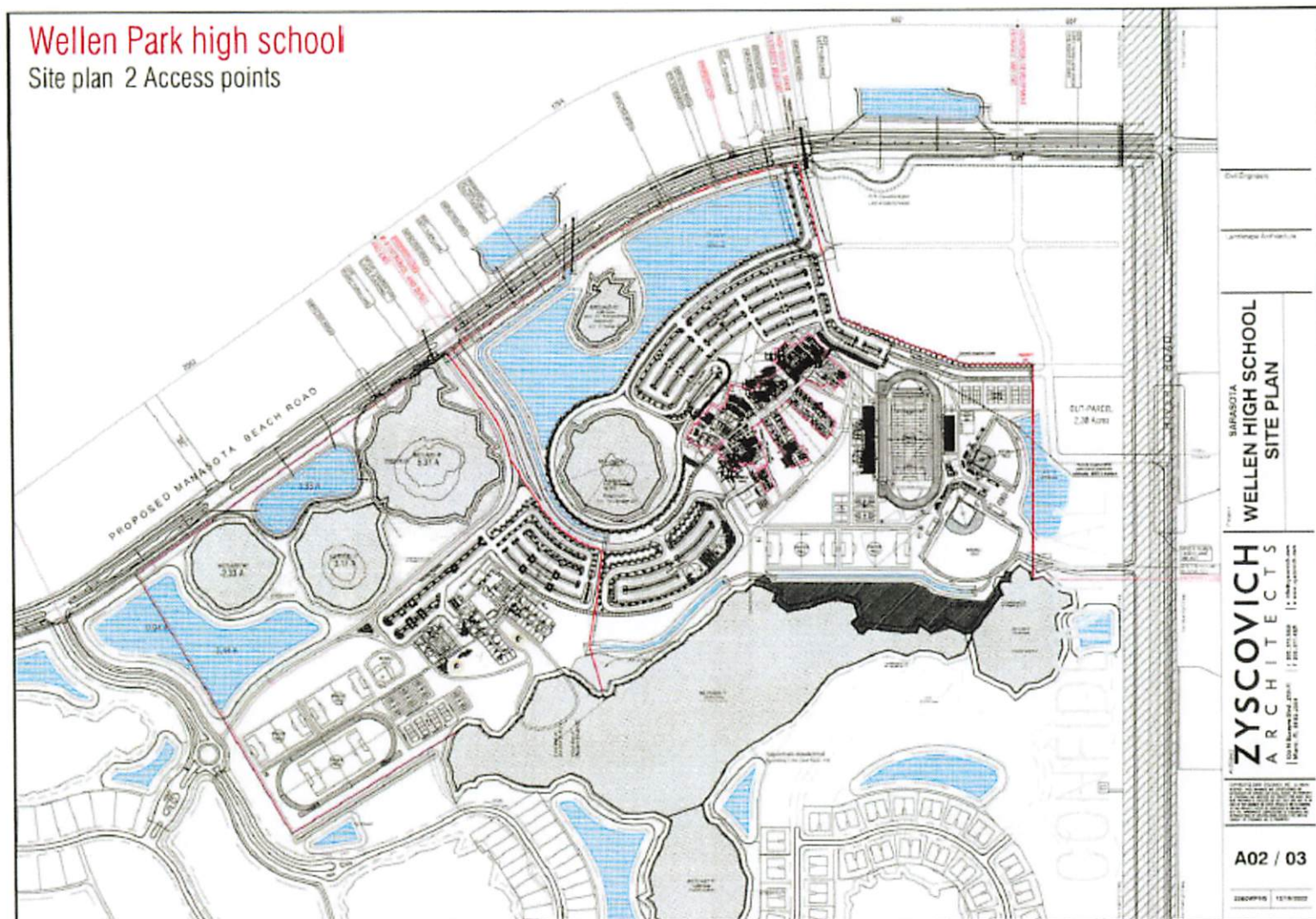
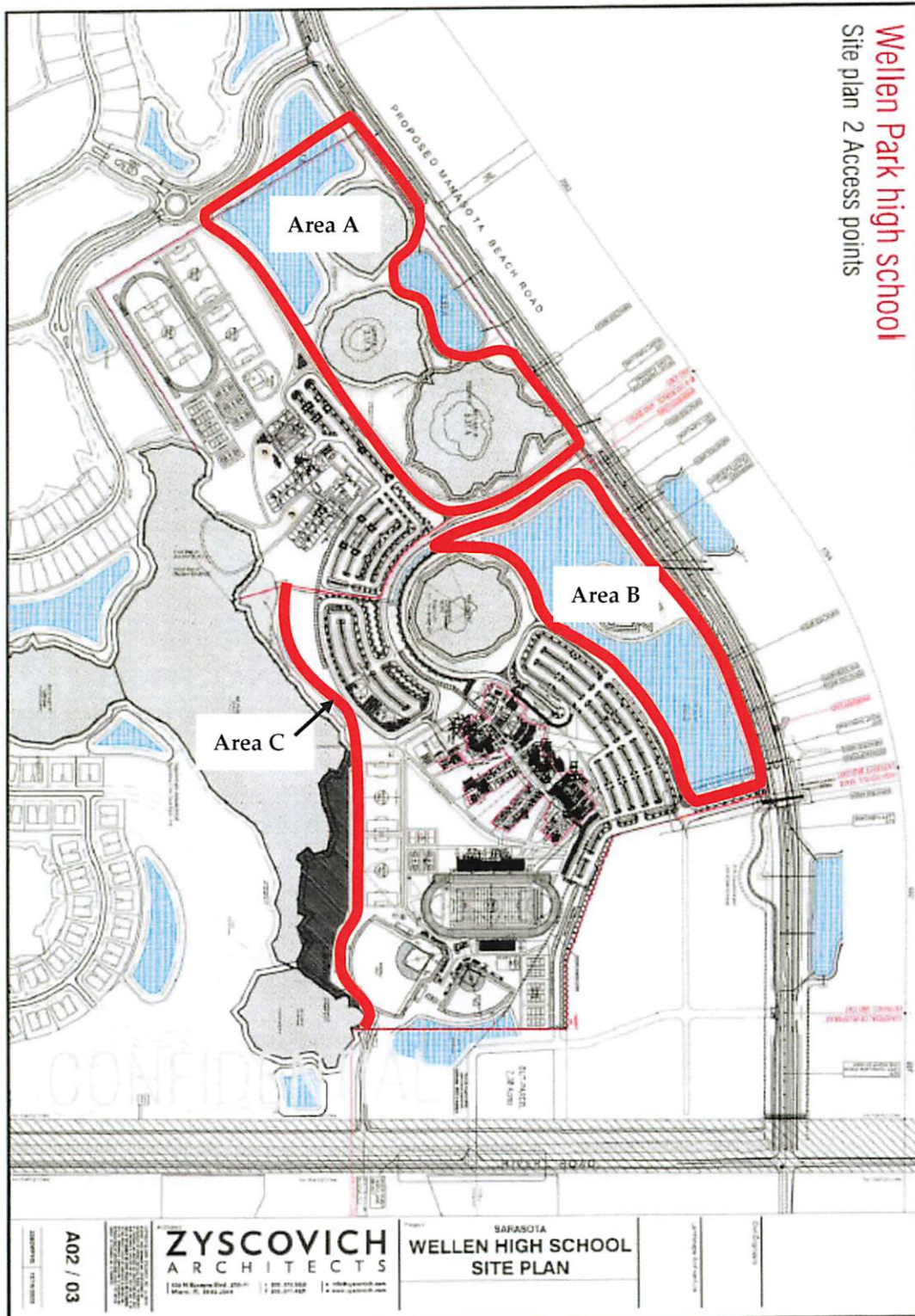




EXHIBIT "B"

PRELIMINARY DEPICTION OF AREAS A, B AND C



**EXHIBIT "C"**

**SKETCH AND DESCRIPTION OF EXPANDED AREA A**

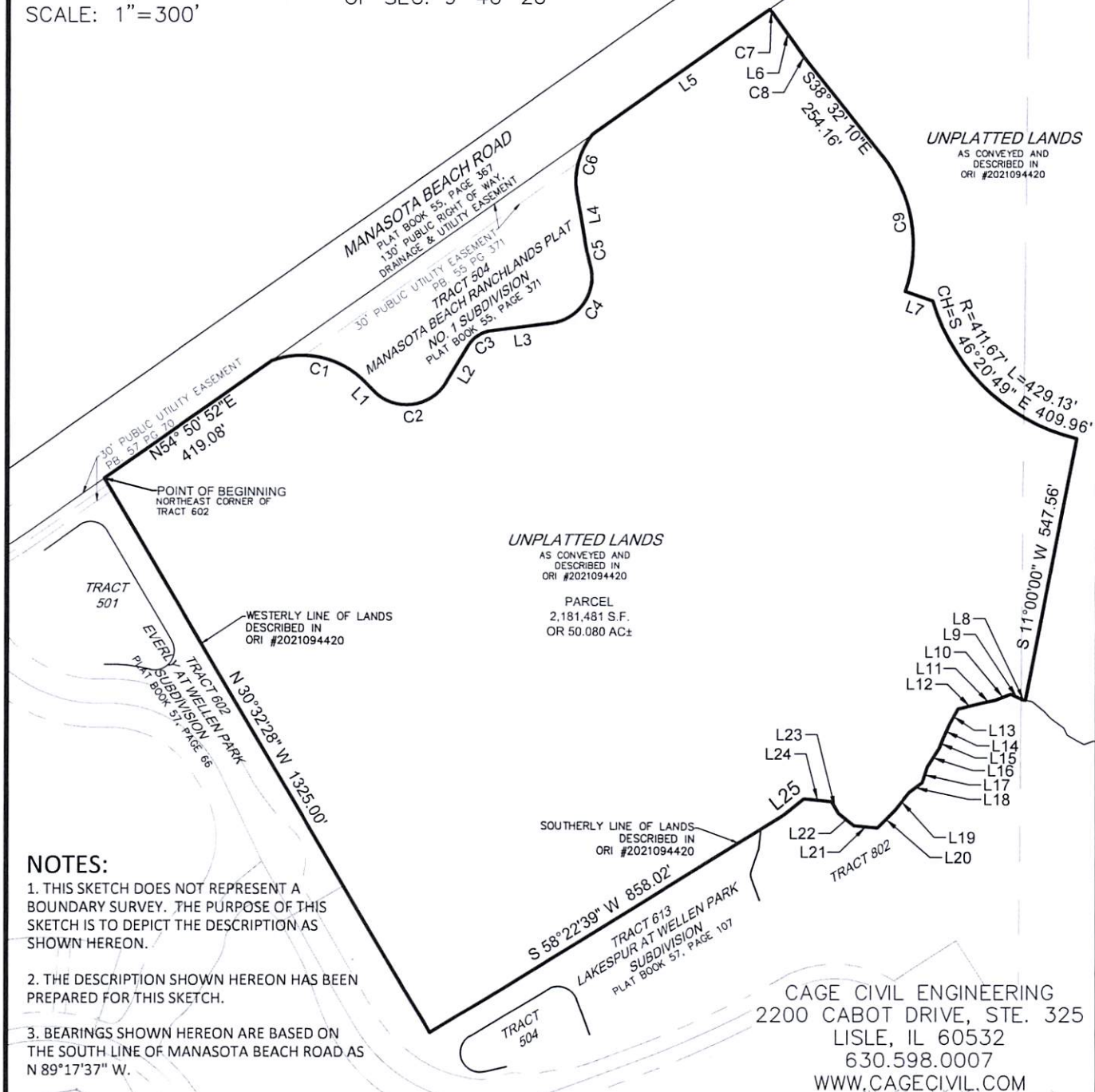
*(See attached)*



# SKETCH & DESCRIPTION

PARCEL IN ORI. #2021094420 IN THE  
NW 1/4 OF SEC. 10-40-20 & NE 1/4  
OF SEC. 9-40-20

SCALE: 1"=300'



## NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION AS SHOWN HEREON.
2. THE DESCRIPTION SHOWN HEREON HAS BEEN PREPARED FOR THIS SKETCH.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF MANASOTA BEACH ROAD AS N 89°17'37" W.
4. ORI# = OFFICIAL RECORDS INSTRUMENT NUMBER.

CAGE CIVIL ENGINEERING  
2200 CABOT DRIVE, STE. 325  
LISLE, IL 60532  
630.598.0007  
WWW.CAGECIVIL.COM

SHEET 1 OF 3



SKETCH OF DESCRIPTION

SCHOOL PARCEL

DRAWN BY: SJP

PROJ NO: 230003

SKETCH & DESCRIPTION OF PART OF  
TRACT IN THE NW QTR. OF SEC. 10-40-20 &  
NE QTR. OF SEC. 9-40-20

DATE: 04/19/23

SCALE: 1"=300'

E:\PROJECTS\230003\230003-SUR-WELLEN PARK-VILLAGE 1-VENUE 1-1110-SURVEY\OFF K&M\DWG\DWG\230003-1110-SURVEY\CONSTRUCTION EASEMENT TO DEVELOPER.DWG



# SKETCH OF DESCRIPTION

PARCEL IN ORI. #2021094420 IN THE  
NW 1/4 OF SEC. 10-40-20 & NE 1/4  
OF SEC. 9-40-20

Line Table		
Line #	Direction	Length
L1	S44° 15' 21"E	23.73'
L2	N31° 01' 48"E	87.29'
L3	N83° 02' 33"E	124.30'
L4	N09° 21' 26"W	100.95'
L5	N54° 50' 52"E	445.66'
L6	S35° 32' 10"E	105.62'
L7	S71° 04' 15"E	60.41'
L8	N78° 40' 45"W	6.67'
L9	N63° 50' 16"W	26.61'
L10	S67° 07' 34"W	33.94'
L11	S78° 50' 03"W	30.10'
L12	S75° 34' 38"W	49.23'
L13	S29° 07' 10"W	35.69'
L14	S23° 27' 06"W	32.25'
L15	S22° 23' 40"W	21.95'
L16	S32° 08' 26"W	46.03'
L17	S18° 08' 34"W	33.80'
L18	S52° 01' 11"W	33.70'
L19	S39° 11' 48"W	47.65'
L20	S45° 44' 56"W	50.49'
L21	N84° 15' 41"W	48.05'
L22	N51° 00' 48"W	40.43'
L23	N32° 00' 37"W	28.03'
L24	N84° 05' 43"W	56.94'
L25	S51° 06' 18"W	50.50'

CURVE TABLE				
Curve #	RADIUS	LENGTH	CHORD BEARING	CHORD DIST
C1	183.00'	211.39'	S77°20'52"E	199.83'
C2	95.00'	173.62'	N83°23'14"E	150.45'
C3	65.00'	59.01'	N57°02'11"E	57.00'
C4	95.00'	163.81'	N33°38'38"E	144.26'
C5	485.00'	51.20'	N12°43'49"W	51.18'
C6	153.00'	126.46'	N15°04'13"E	122.89'
C7	33.00'	10.99'	S45°04'47"E	10.94'
C8	184.00'	9.63'	S37°02'10"E	9.63'
C9	295.00'	295.87'	S09°48'13"E	283.63'

## NOTES:


1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION AS SHOWN HEREON.

2. THE DESCRIPTION SHOWN HEREON HAS BEEN PREPARED FOR THIS SKETCH.

3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF MANASOTA BEACH ROAD AS N 89°17'37" W.

4. ORI# = OFFICIAL RECORDS INSTRUMENT NUMBER.

## SHEET 2 OF 3

	SKETCH & DESCRIPTION	SKETCH & DESCRIPTION OF PART OF TRACT IN THE NW QTR. OF SEC. 10-40-20 & NE QTR. OF SEC. 9-40-20
	SCHOOL PARCEL	
	DRAWN BY: SJP	DATE: 04/19/23
	PROJ NO: 230003	SCALE: N/A



# SKETCH OF DESCRIPTION

PARCEL IN ORI. #2021094420 IN THE NW 1/4 OF SEC. 10-40-20 & NE 1/4  
OF SEC. 9-40-20

PART OF THE NORTHWEST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 9, BOTH IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF AN UNPLATTED TRACT AS DESCRIBED IN ORI #2021094420 BEING ALSO A POINT ON SOUTH RIGHT OF WAY OF MANASOTA BEACH ROAD PER PLAT BOOK 55 PAGE 367 AND THE NORTHEAST CORNER OF TRACT 602 IN EVERLY AT WELLEN PARK SUBDIVISION RECORDED IN PLAT BOOK 57, PAGE 66; THENCE NORTH 54 DEGREES 50 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 419.08 FEET TO A CURVE BEING ALSO THE NORTHWESTERLY CORNER OF TRACT 504 IN MANASOTA BEACH RANCHLANDS PLAT NO. 1 SUBDIVISION RECORDED IN PLAT BOOK 55, PAGE 371; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 504 FOR THE FOLLOWING 10 COURSES: 1) THENCE SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 183.00 FEET SUBTENDING A CHORD BEARING SOUTH 77 DEGREES 20 MINUTES 52 SECONDS EAST, AN ARC DISTANCE OF 211.39 FEET AND A CHORD DISTANCE OF 199.83 FEET TO A TANGENT LINE; 2) THENCE SOUTH 44 DEGREES 15 MINUTES 21 SECONDS EAST, A DISTANCE OF 23.73 FEET TO A TANGENT CURVE; 3) THENCE EASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 95.00 FEET SUBTENDING A CHORD BEARING NORTH 83 DEGREES 23 MINUTES 14 SECONDS EAST, AN ARC DISTANCE OF 173.62 FEET AND A CHORD DISTANCE OF 150.45 FEET TO A TANGENT LINE; 4) THENCE NORTH 31 DEGREES 01 MINUTES 48 SECONDS EAST, A DISTANCE OF 87.29 FEET TO A TANGENT CURVE; 5) THENCE NORTHERLY ALONG SAID CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 65.00 FEET SUBTENDING A CHORD BEARING NORTH 57 DEGREES 02 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 59.01 FEET AND A CHORD DISTANCE OF 57.00 FEET TO A TANGENT LINE; 6) THENCE NORTH 83 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 124.30 FEET TO A TANGENT CURVE; 7) THENCE NORTHERLY ALONG SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 95.00 FEET SUBTENDING A CHORD BEARING NORTH 33 DEGREES 38 MINUTES 38 SECONDS EAST, AN ARC DISTANCE OF 163.81 FEET AND A CHORD BEARING OF 144.26 FEET TO A REVERSE CURVE; 8) THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 485.00 FEET SUBTENDING A CHORD BEARING NORTH 12 DEGREES 43 MINUTES 49 SECONDS WEST, AN ARC DISTANCE OF 51.20 FEET AND A CHORD DISTANCE OF 51.18 FEET TO A TANGENT LINE; 9) THENCE NORTH 9 DEGREES 21 MINUTES 26 SECONDS WEST, A DISTANCE OF 100.95 FEET TO A TANGENT CURVE; 10) THENCE NORTHERLY ALONG SAID CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 153.00 FEET SUBTENDING A CHORD BEARING NORTH 15 DEGREES 04 MINUTES 13 SECONDS EAST, AN ARC DISTANCE OF 126.46 FEET AND A CHORD DISTANCE OF 122.89 FEET TO SAID SOUTH RIGHT OF WAY; THENCE NORTH 54 DEGREES 50 MINUTES 52 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 445.66 FEET TO A CURVE; THENCE SOUTHERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 33.00 FEET SUBTENDING A CHORD BEARING SOUTH 45 DEGREES 04 MINUTES 47 SECONDS EAST, AN ARC DISTANCE OF 10.99 FEET AND A CHORD DISTANCE OF 10.94 FEET TO A TANGENT LINE; THENCE SOUTH 35 DEGREES 32 MINUTES 10 SECONDS EAST, A DISTANCE OF 105.62 FEET TO A TANGENT CURVE; THENCE SOUTHERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 184.00 FEET SUBTENDING A CHORD BEARING SOUTH 37 DEGREES 02 MINUTES 10 SECONDS EAST, AN ARC DISTANCE OF 9.63 FEET AND A CHORD DISTANCE OF 9.63 FEET TO A TANGENT LINE; THENCE SOUTH 38 DEGREES 32 MINUTES 10 SECONDS EAST, A DISTANCE OF 254.16 FEET TO A TANGENT CURVE; THENCE SOUTHERLY ALONG SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 295.00 FEET SUBTENDING A CHORD BEARING SOUTH 09 DEGREES 48 MINUTES 13 SECONDS EAST, AN ARC DISTANCE OF 295.87 FEET AND A CHORD DISTANCE OF 283.63 FEET; THENCE SOUTH 71 DEGREES 04 MINUTES 15 SECONDS EAST, A DISTANCE OF 60.41 FEET TO A TANGENT CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 411.67 FEET SUBTENDING A CHORD BEARING SOUTH 46 DEGREES 20 MINUTES 49 SECONDS EAST, AN ARC DISTANCE OF 429.13 FEET AND A CHORD DISTANCE OF 409.96 FEET; THENCE SOUTH 11 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 547.56 FEET TO THE NORTHERLY LINE OF TRACT 802 AND 613 IN LAKESPUR AT WELLEN PARK SUBDIVISION RECORDED IN PLAT BOOK 57, PAGE 107; THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID TRACT 802 AND TRACT 613 FOR THE FOLLOWING 20 COURSES: 1) THENCE NORTH 78 DEGREES 40 MINUTES 45 SECONDS WEST, A DISTANCE OF 6.67 FEET;

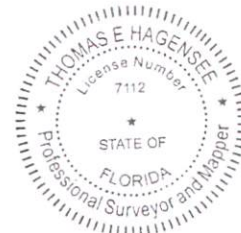
2) THENCE NORTH 63 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 26.61 FEET;  
3) THENCE SOUTH 67 DEGREES 07 MINUTES 34 SECONDS WEST, A DISTANCE OF 33.94 FEET;  
4) THENCE SOUTH 78 DEGREES 50 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.10 FEET;  
5) THENCE SOUTH 75 DEGREES 34 MINUTES 38 SECONDS WEST, A DISTANCE OF 49.23 FEET;  
6) THENCE SOUTH 29 DEGREES 07 MINUTES 10 SECONDS WEST, A DISTANCE OF 35.69 FEET;  
7) THENCE SOUTH 23 DEGREES 27 MINUTES 06 SECONDS WEST, A DISTANCE OF 32.25 FEET;  
8) THENCE SOUTH 22 DEGREES 23 MINUTES 40 SECONDS WEST, A DISTANCE OF 21.95 FEET;  
9) THENCE SOUTH 32 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 46.03 FEET;  
10) THENCE SOUTH 18 DEGREES 08 MINUTES 34 SECONDS WEST, A DISTANCE OF 33.80 FEET;  
11) THENCE SOUTH 52 DEGREES 01 MINUTES 11 SECONDS WEST, A DISTANCE OF 33.70 FEET;  
12) THENCE SOUTH 39 DEGREES 11 MINUTES 48 SECONDS WEST, A DISTANCE OF 47.65 FEET;  
13) THENCE SOUTH 45 DEGREES 44 MINUTES 56 SECONDS WEST, A DISTANCE OF 50.49 FEET;  
14) THENCE NORTH 84 DEGREES 15 MINUTES 41 SECONDS WEST, A DISTANCE OF 48.05 FEET;  
15) THENCE NORTH 51 DEGREES 00 MINUTES 48 SECONDS WEST, A DISTANCE OF 40.43 FEET;  
16) THENCE NORTH 32 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 28.03 FEET;  
17) THENCE NORTH 84 DEGREES 05 MINUTES 43 SECONDS WEST, A DISTANCE OF 56.94 FEET;  
18) THENCE SOUTH 51 DEGREES 06 MINUTES 18 SECONDS WEST, A DISTANCE OF 50.50 FEET;  
19) THENCE SOUTH 58 DEGREES 22 MINUTES 39 SECONDS WEST, A DISTANCE OF 858.02 FEET;  
20) THENCE NORTH 30 DEGREES 32 MINUTES 28 SECONDS WEST, A DISTANCE OF 1,325.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID MANASOTA BEACH ROAD AND THE POINT OF BEGINNING.

CONTAINING 2,181,481 SQUARE FEET OR 50.080 ACRES MORE OR LESS.

*Thomas E Hagensee*

THOMAS E. HAGENSEE, P.S.M.  
FLORIDA LICENSE NO. 7112


LICENSED BUSINESS NO. 37035



April 21, 2023

DATE

SHEET 3 OF 3

	SKETCH OF DESCRIPTION	SKETCH & DESCRIPTION OF PART OF TRACT IN THE NW QTR. OF SEC. 10-40-20 & NE QTR. OF SEC. 9-40-20
	SCHOOL PARCEL	
	DRAWN BY: SJP	DATE: 04/19/23
	PROJ NO: 230003	SCALE: N/A

**EXHIBIT "D"**

**SKETCH AND DESCRIPTION OF EASTERLY DRAINAGE DITCH**

*(See attached)*





# SKETCH OF DESCRIPTION

PARCEL IN ORI. #2014062917 IN THE  
NW 1/4 OF SEC. 10-40-20

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 SOUTH, RANGE 20 EAST, CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AN UNPLATTED TRACT AS DESCRIBED IN ORI #2021094420 BEING ALSO A POINT ON SOUTH RIGHT OF WAY OF MANASOTA BEACH ROAD PER PLAT BOOK 55 PAGE 367; THENCE EASTERLY A LONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2135.00 FEET SUBTENDING A CHORD BEARING NORTH 82 DEGREES 24 MINUTES 19 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY, AN ARC DISTANCE OF 103.92 FEET AND A CHORD DISTANCE OF 103.91 FEET; THENCE SOUTH 06 DEGREES 12 MINUTES 01 SECONDS EAST, A DISTANCE OF 37.36 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 31 SECONDS WEST, A DISTANCE OF 27.78 FEET; THENCE SOUTH 15 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 287.46 FEET; THENCE NORTH 74 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 15 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 252.40 FEET TO A TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 31.00 FEET SUBTENDING A CHORD BEARING SOUTH 42 DEGREES 20 MINUTES 32 SECONDS EAST, AN ARC DISTANCE OF 29.54 FEET AND A CHORD DISTANCE OF 28.43 FEET TO A TANGENT LINE; THENCE SOUTH 69 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 483.05 FEET TO A TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET SUBTENDING A CHORD BEARING SOUTH 80 DEGREES 08 MINUTES 50 SECONDS EAST, AN ARC DISTANCE OF 18.34 FEET AND A CHORD DISTANCE OF 18.24 FEET TO A TANGENT LINE; THENCE NORTH 89 DEGREES 20 MINUTES 37 SECONDS EAST, A DISTANCE OF 264.16 FEET TO A TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 79.00 FEET SUBTENDING A CHORD BEARING SOUTH 44 DEGREES 02 MINUTES 27 SECONDS EAST, AN ARC DISTANCE OF 128.55 FEET AND A CHORD DISTANCE OF 114.83 FEET TO A TANGENT LINE; THENCE SOUTH 02 DEGREES 34 MINUTES 30 SECONDS WEST, A DISTANCE OF 155.58 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 766.43 FEET TO THE NORTHERLY LINE OF TRACT 711 IN LAKESPUR AT WELLEN PARK SUBDIVISION RECORDED IN PLAT BOOK 57, PAGE 107; THENCE NORTH 89 DEGREES 31 MINUTES 30 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 59.00 FEET TO THE EASTERLY LINE OF TRACT DESCRIBED IN ORI#2021094420; THENCE ALONG THE EASTERLY LINE OF TRACT DESCRIBED IN SAID ORI#2021094420 FOR THE FOLLOWING 4 COURSES:

- 1) THENCE NORTH 00 DEGREES 28 MINUTES 30 SECONDS EAST, A DISTANCE OF 938.34 FEET;
- 2) THENCE NORTH 89 DEGREES 17 MINUTES 37 SECONDS WEST, A DISTANCE OF 300.00 FEET;
- 3) THENCE NORTH 69 DEGREES 38 MINUTES 16 SECONDS WEST, A DISTANCE OF 580.51 FEET;
- 4) THENCE NORTH 15 DEGREES 02 MINUTES 48 SECONDS WEST, A DISTANCE OF 691.12 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID MANASOTA BEACH ROAD AND THE POINT OF BEGINNING.

CONTAINING 168,586 SQUARE FEET OR 3.870 ACRES MORE OR LESS.



## NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION AS SHOWN HEREON.
2. THE DESCRIPTION SHOWN HEREON HAS BEEN PREPARED FOR THIS SKETCH.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF MANASOTA BEACH ROAD AS N 89°17'37" W.
4. ORI# = OFFICIAL RECORDS INSTRUMENT NUMBER.

*Thomas E Hagensee*

THOMAS E. HAGENSEE, P.S.M.  
FLORIDA LICENSE NO. 7112

April 21, 2023

DATE

LICENSED BUSINESS NO. 37035

SHEET 2 OF 2


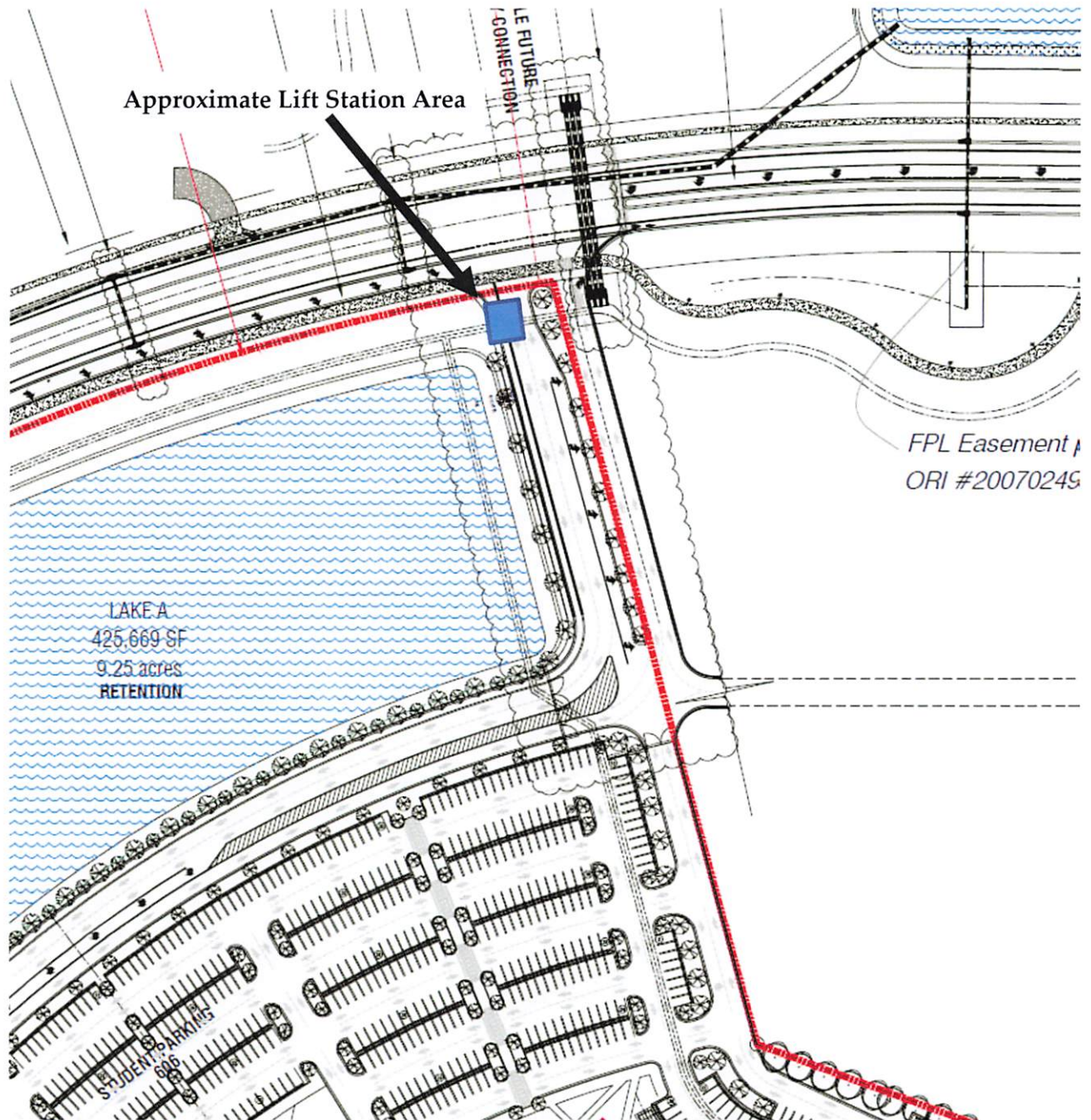
	SKETCH OF DESCRIPTION	SKETCH & DESCRIPTION OF PART OF TRACT IN THE NW QTR. OF SEC. 10-40-20
	UNPLATTED PARCEL	
	DRAWN BY: SJP	DATE: 04/19/23
	PROJ NO: 230003	SCALE: N/A



EXHIBIT "E"

PRELIMINARY DEPICTION OF EAST ACCESS ROAD  
AND LIFT STATION AREA



**EXHIBIT "F"**

**SKETCH AND DESCRIPTION OF MANASOTA EASEMENT  
OVER EAST ACCESS ROAD**

*(See attached)*





# SKETCH OF DESCRIPTION

PARCEL IN ORI. #2021094420 IN THE  
NW 1/4 OF SEC. 10-40-20

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 SOUTH, RANGE 20 EAST, CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF AN UNPLATTED TRACT AS DESCRIBED IN ORI #2021094420 BEING ALSO A POINT ON SOUTH RIGHT OF WAY OF MANASOTA BEACH ROAD PER PLAT BOOK 55 PAGE 367; THENCE SOUTH 15 DEGREES 02 MINUTES 48 SECONDS EAST ALONG THE EASTERLY BOUNDARY OF THE TRACT DESCRIBED IN SAID ORI #2021094420, A DISTANCE OF 405.76 FEET; THENCE SOUTH 74 DEGREES 57 MINUTES 12 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.00 FEET; THENCE NORTH 15 DEGREES 02 MINUTES 48 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 410.88 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID MANASOTA BEACH ROAD; THENCE EASTERLY A LONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2135.00 FEET SUBTENDING A CHORD BEARING NORTH 80 DEGREES 16 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 55.24 FEET AND A CHORD DISTANCE OF 55.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,464 SQUARE FEET OR 0.516 ACRES MORE OR LESS.



## NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION AS SHOWN HEREON.
2. THE DESCRIPTION SHOWN HEREON HAS BEEN PREPARED FOR THIS SKETCH.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF MANASOTA BEACH ROAD AS N 89°17'37" W.
4. ORI# = OFFICIAL RECORDS INSTRUMENT NUMBER.

*Thomas E Hagensee*

THOMAS E. HAGENSEE, P.S.M.  
FLORIDA LICENSE NO. 7112

LICENSED BUSINESS NO. 37035

April 21, 2023

DATE

SHEET 2 OF 2



SKETCH OF DESCRIPTION

SCHOOL PARCEL

DRAWN BY: SJP

PROJ NO: 230003

SKETCH & DESCRIPTION OF PART OF  
TRACT IN THE NW QTR. OF SEC. 10-40-20

DATE: 04/19/23

SCALE: N/A

**EXHIBIT "G"**

**SKETCH AND DESCRIPTION OF SCHOOL BOARD EASEMENT  
OVER EAST ACCESS ROAD**

*(See attached)*



# SKETCH OF DESCRIPTION

PARCEL IN ORI. #2014062917 IN THE  
NW 1/4 OF SEC. 10-40-20

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 SOUTH, RANGE 20 EAST, CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF AN UNPLATTED TRACT AS DESCRIBED IN ORI #2021094420 BEING ALSO A POINT ON SOUTH RIGHT OF WAY OF MANASOTA BEACH ROAD PER PLAT BOOK 55 PAGE 367; THENCE EASTERLY A LONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2135.00 FEET SUBTENDING A CHORD BEARING NORTH 81 DEGREES 29 MINUTES 50 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY, AN ARC DISTANCE OF 36.24 FEET AND A CHORD DISTANCE OF 36.24 FEET; THENCE SOUTH 15 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 410.43 FEET TO A TANGENT CURVE; THENCE SOUTHERLY ALONG SAID TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 124.00 FEET SUBTENDING A CHORD BEARING SOUTH 07 DEGREES 49 MINUTES 11 SECONDS EAST, AN ARC DISTANCE OF 31.28 FEET AND A CHORD DISTANCE OF 31.20 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST, A DISTANCE OF 128.51 FEET TO THE EASTERLY LINE OF THE TRACT DESCRIBED IN SAID ORI#2021094420; THENCE NORTH 15 DEGREES 02 MINUTES 48 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 569.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID MANASOTA BEACH ROAD AND THE POINT OF BEGINNING.

CONTAINING 17,921 SQUARE FEET OR 0.411 ACRES MORE OR LESS.



## NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO DEPICT THE DESCRIPTION AS SHOWN HEREON.
2. THE DESCRIPTION SHOWN HEREON HAS BEEN PREPARED FOR THIS SKETCH.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF MANASOTA BEACH ROAD AS N 89°17'37" W.
4. ORI# = OFFICIAL RECORDS INSTRUMENT NUMBER.

*Thomas E. Hagensee*

THOMAS E. HAGENSEE, P.S.M.  
FLORIDA LICENSE NO. 7112

LICENSED BUSINESS NO. 37035

April 21, 2023

DATE

SHEET 2 OF 2



SKETCH OF DESCRIPTION

UNPLATTED PARCEL

DRAWN BY: SJP

PROJ NO: 230003

SKETCH & DESCRIPTION OF PART OF  
TRACT IN THE NW QTR. OF SEC. 10-40-20

DATE: 04/19/23

SCALE: N/A





**February 6, 2024 Board Meeting**  
Agenda Item 29.

**Title**

APPROVAL OF CONTRACT TO PURCHASE PROPERTY FOR A FUTURE SCHOOL IN LAKEWOOD RANCH, WATERSIDE DRI

**Description**

As part of the 2010 School Planning Agreement for the Villages of Lakewood Ranch South Development of Regional Impact (DRI), a twenty plus (20+) acre school site was set aside to mitigate the impacts of the proposed 5,144 residential unit development. With build-out of the now Waterside DRI (fka Villages of Lakewood Ranch South) nearing 75% completion, the purchase of the 20+ acre school site will be needed to serve the future educational needs in this area. The funds for this purchase are in the currently approved 2023-24 capital budget.

**Gap Analysis**

Without the purchase of this school site, Tatum Ridge Elementary could not accommodate the growth in this area.

**Previous Outcomes**

The Board has previously approved contracts of this nature, as recommended by the Superintendent.

**Expected Outcomes**

That the contract to purchase property for a future school in Lakewood Ranch be approved.

**Strategic Plan Goal**

**Recommendation**

That the contract to purchase property for a future school in Lakewood Ranch be approved as presented.

**Contact Information**

DIANE COMINOTTI \_ [diane.cominotti@sarasotacountyschools.net](mailto:diane.cominotti@sarasotacountyschools.net)

JODY DUMAS [jody.dumas@sarasotacountyschools.net](mailto:jody.dumas@sarasotacountyschools.net)

CHRIS RENOUF [chris.renouf@sarasotacountyschools.net](mailto:chris.renouf@sarasotacountyschools.net)

**Financial Impact**

\$700,000.00

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">Property purchase agreement</a>	1/24/2024	Cover Memo



## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made by and between SMR 2050, LLC, a Florida limited liability company ("Seller") and **The School Board of Sarasota County, Florida**, a body corporate ("Buyer").

A. Seller recently sold that certain real property containing approximately 384.1503 acres located on Lorraine Road in Sarasota County, Florida (the "**Master Parcel**") as illustrated on the drawing that is Exhibit A attached hereto and made a part hereof to HBT AT WATERSIDE EAST LLC, a Florida limited liability company ("HBT" or "Developer"); and

B. At the time of its sale of the Master Parcel to HBT, Seller retained approximately 20.0551 acres surrounded by the Master Parcel as graphically depicted on the sketch and description prepared by Stantec attached hereto as Exhibit B and made a part hereof (the "**Sale Parcel**"); and

C. Buyer desires to purchase the Sale Parcel from Seller and Seller is willing to sell the Sale Parcel to Buyer upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. In addition to any capitalized terms defined elsewhere in this Agreement, the capitalized terms set forth in this Section shall have the meaning specified below:

Additional Deposit: Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

Additional Exceptions: Shall have the meaning set forth in Section 6.4.

Affiliate: With respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Agreement: This Agreement for Purchase and Sale of Real Property.

Association: The Homeowners Association that governs the development and improvements to be made to the Master Parcel by Developer.

Attorneys' Fees: All reasonable fees charged by an attorney for his or her services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged whether for services rendered in connection with representation at trial, appellate levels and in any bankruptcy proceedings and all costs.

Board Resolution: A final, binding resolution of approval of this Agreement and the transaction that is the subject matter hereof by the School Board of Sarasota County, Florida.

Business Day: Any day other than a Saturday or Sunday, or a day on which any Federal Reserve Bank is authorized or obligated by law or executive order to remain closed.

Buyer: The School Board of Sarasota County, Florida. Address: 1960 Landings Boulevard, Sarasota, Florida 34231.

Buyer's Attorney: Shumaker, Loop & Kendrick, LLP. Address: 240 S. Pineapple Ave., Tenth Floor, Sarasota, Florida 34236.

Buyer's Closing Costs: Shall mean Buyer's Attorney's fees and costs, all costs for the Required Approvals, and survey costs.

Buyer's Closing Documents: Shall have the meaning set forth in Section 13.

Buyer's Project: A public school containing grades kindergarten up to eighth (8<sup>th</sup>) grade, as determined by Buyer, plus any other Educational Facilities as Buyer deems appropriate in connection with school site.

Buyer's Representatives: Buyer's officers, employees, agents, attorneys, and consultants.

Cash to Close: The Purchase Price plus all of Buyer's Closing Costs, subject to the adjustments as hereinafter described, less the Deposit.

Claim: Any claim, proof of claim (including without limitation a proof of claim filed in bankruptcy proceedings), demand, complaint, summons, legal, equitable or administrative proceeding of any nature, chose in action, damage, judgment, penalty or fine, and all costs and expenses relating to the foregoing (including, without limitation, attorneys' fees).

Closing: Shall have the meaning set forth in Section 11.

Closing Date: Shall have the meaning set forth in Section 11.

Confidential Information: Shall have the meaning set forth in Section 4.4.

Deed: The special warranty deed in substantially the form attached hereto as Exhibit C but subject to certain additional restrictions and exceptions as set forth in this Agreement.

Deposit: The Initial Deposit and the Additional Deposit together with all interest earned on said sum while it is held in escrow by Escrow Agent in accordance with this Agreement, if any.

District: Lakewood Ranch Stewardship District.

Educational Facilities: The improvements placed on the Sale Parcel as defined by Section 1013.01 (6), Florida Statutes.

Effective Date: the last date that either Seller or Buyer signs this Agreement.

Escrow Agent: Shumaker, Loop & Kendrick, LLP, 240 S. Pineapple Ave., Tenth Floor, Sarasota, FL 34236.

Easement Agreement: Shall have the meaning set forth in Section 5.7.

Governmental Authority: Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

Governmental Requirement: Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued.

Hazardous Material: Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous wastes or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any Governmental Requirement.

Infrastructure Assurance: Shall have the meaning set forth in Section 5.12.

Infrastructure Completion Target(s): The dates defined below in Section 5.3 for Seller's intended completion of various categories of the Seller's Infrastructure Improvements.

Initial Deposit: Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

Investigation Period: The period of time beginning on the Effective Date and ending six (6) months following the Effective Date.

Mandatory Additional Exceptions: Shall have the meaning set forth in Section 6.4.

Mandatory Title Objections: Shall have the meaning set forth in Section 6.3.

Master Parcel: Shall have the meaning set forth in Recital A.

Monetary Threshold: Shall mean two percent (2%) of the Purchase Price.

Office of Foreign Asset Control ("OFAC"): Shall have the meaning defined in Section 8.2.

Optional Additional Exceptions: Shall have the meaning set forth in Section 6.4.

Optional Title Objections: Shall have the meaning set forth in Section 6.3.

Party or Parties: Seller or Buyer, or Seller and Buyer, respectively.

Permitted Exceptions: All matters to which the Deed will be subject, as determined pursuant to the process described in Section 6.

Person: An individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Property Materials: Those items in possession of Seller and described in Section 4.2.

Purchase Price: Shall mean the consideration to be paid for the Sale Parcel in the amount of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00).

Sale Parcel: Shall have the meaning set forth in Recital B.

Seller: SMR 2050, LLC, a Florida limited liability company, 14400 Covenant Way, Lakewood Ranch, FL 34202.

Seller's Attorney: Grimes Hawkins Gladfelter & Galvano, P.L. attn. Derin Parks, 1023 Manatee Avenue West, Bradenton, FL 34205.

Seller's Infrastructure Improvements: Shall have the meaning set forth in Section 5.3.

Seller's Closing Costs: Shall mean Seller's Attorney's fees and costs, the documentary stamp taxes on the Deed, and Title Commitment and Owner's Title Insurance Policy premium costs.

Seller's Closing Documents: Shall have the meaning as set forth in Section 12.

Seller Parties: Seller and its officers, directors, partners, shareholders, members, managers, employees, agents, representatives and any other person acting on behalf of Seller, and the successor and assigns of any of the preceding.

Survey: Shall have the meaning set forth in Section 6.6.

Termination Notice: Shall have the meaning set forth in Section 4.5.

Title/Closing Agent: Shumaker, Loop & Kendrick, LLP, 240 S. Pineapple Ave., Tenth Floor, Sarasota, FL 34236.

Title Commitment: An owner's title insurance commitment issued by the Title/Closing Agent, agreeing to issue to Buyer, following the satisfaction of the conditions set forth therein and the recording of the Deed to Buyer, a standard Owner's Policy of Title Insurance on American Land Title Association Owner's Policy Form 2006 with Florida modifications in the amount of the Purchase Price insuring Buyer's interest in the Sale Parcel, subject to the Permitted Exceptions (the "Title Policy") .

Title Company: Agents National Title Insurance Company.

Title Objections: Shall have the meaning set forth in Section 6.3.

2. Purchase and Sale. Seller agrees to sell and convey the Sale Parcel to Buyer and Buyer agrees to purchase and acquire the Sale Parcel from Seller on the terms and conditions hereinafter set forth.

3. Purchase Price.

3.1. Initial Deposit. Within two (2) Business Days following the Effective Date, Buyer shall deliver to the Escrow Agent the Initial Deposit. The Initial Deposit shall be placed by Escrow Agent in an account with Northern Trust Bank or Bank of America, which account need not be interest bearing.

3.2. Additional Deposit. Provided that Buyer has not delivered the Termination Notice, the Additional Deposit shall be delivered by Buyer to Escrow Agent within two (2) Business Days following the final Business Day of the Investigation Period. The Additional Deposit shall be placed by Escrow Agent in a trust account, which account need not be interest bearing.

3.3. Cash to Close. Buyer shall pay the Cash to Close and Escrow Agent shall disburse the Deposit in accordance with the closing procedure hereinafter set forth.

4. Investigation Period

4.1. Buyer's Inspection of the Sale Parcel. During the Investigation Period, Buyer shall seek the Board Resolution and shall have the right to review and inspect all of the Property Materials and the right to enter upon the Sale Parcel to make all inspections, tests and investigations of the Sale Parcel which it may deem necessary, including, without limitation, (1) the physical condition of Sale Parcel; (2) the effect of any easements, restrictions, or other instruments of record on the use and ownership of Sale Parcel; (3) the effect of governmental laws, ordinances, and regulations on the use and ownership of Sale Parcel; (4) the status of any hazardous substances or hazardous waste as defined by applicable Federal or State laws and regulations and whether any such substances or waste have been generated or discharged on or about the Sale Parcel; (5) title and survey matters, all of which inspections and investigations shall be undertaken at Buyer's sole cost and expense. After completing its inspection of the Sale Parcel, Buyer shall, at its sole cost and expense, repair and replace any damage it has caused to the Sale Parcel or other property of Seller. Buyer shall coordinate any on-site inspections with Seller and all inspections or tests shall be conducted during normal business hours with reasonable prior written notice to Seller. All inspections of the Sale Parcel shall be conducted in such a manner as to avoid any interference with business operations on the Sale Parcel or other property of Seller, if any. No physical entry to the Sale Parcel shall be permitted during the Investigation Period unless Buyer has first notified Seller's Ranch Manager, Todd Ness, by telephone at 941.713.6259. If Buyer elects to terminate this Agreement as expressly permitted in this Agreement, then it shall deliver to Seller a copy of all inspection reports pertaining to the Sale Parcel and copies of any Property Materials obtained by Buyer.

4.2. Property Materials. Within ten (10) Business Days following the Effective Date, Seller shall provide Buyer with copies of any environmental report, physical test results, survey, endangered species survey, or similar investigatory report on the physical condition of the Sale Parcel (collectively, the "Property Materials"). Buyer hereby acknowledges that Seller has not made and does not make any warranty or representation regarding the truth or accuracy of the Property Materials and has not undertaken any independent investigation as to the truth or accuracy thereof. Seller shall have no liability or culpability of any nature as a result of having provided such information to Buyer or as a result of Buyer's reliance thereon.

4.3. Release, Indemnification and Hold Harmless. Buyer, to the fullest extent permitted by applicable law and not covered by insurance, on behalf of itself and its heirs, successors and assigns, hereby indemnifies, waives, releases, acquits, defends, holds harmless and forever discharges all Seller Parties of and from any and all claims, actions, causes of action, demands, rights, liability, damages, costs, expenses, including Attorney's Fees, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Seller Parties have or which may arise in the future on account of or in any way related to Buyer's investigation of the Sale Parcel; or in connection with any past, present or future physical characteristic or condition of the Sale Parcel, in general, whether related to the valuation of the Sale Parcel; to any defect, error or omission in any Improvement; or to any other condition (including, without limitation, any environmental condition) affecting the Sale Parcel, including, without limitation, any Hazardous Material in, at, on, under or related to the Sale Parcel, or any violation or potential violation of any Governmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this indemnification and release shall survive the Closing or the earlier

termination of this Agreement. In addition, no provision of this Agreement shall be deemed a waiver of the limitation set forth in Section 768.28, Florida Statutes.

4.4. Confidential Information. Buyer, to the fullest extent permitted by applicable law, shall keep confidential, and not disclose to any person or entity, any information which may be derived from any inspection, test or study relating to the Sale Parcel conducted by or on behalf of Buyer, as well as any report, statement, document or other information delivered to Buyer by Seller pursuant to the Agreement, excluding, however, information that is available from public records, information that is or becomes generally available to the public because of release by Seller or information that must be released under applicable law or a valid final judicial or administrative order (collectively, "Confidential Information"). Notwithstanding the provisions of the immediately preceding sentence, Buyer may disclose Confidential Information to the extent such disclosure is necessary or required in connection with the transactions contemplated by the Agreement, to Buyer's Representatives. Prior to disclosing any Confidential Information to Buyer's Representatives, Buyer shall instruct Buyer's Representatives to keep the information confidential in accordance with the provisions of the Agreement to the fullest extent permitted by applicable law. The parties acknowledge and agree that under the provisions of Section 1013.14, Florida Statutes, all of the information described as confidential information in this section shall be exempt from public display disclosure until this Agreement is formally approved by Buyer, such information shall thereupon be subject to public disclosure pursuant to Section 119.07, Florida Statutes.

4.5. Buyer's Right to Terminate During the Investigation Period. In the event that Buyer's investigation of the Sale Parcel is unsatisfactory to Buyer for any reason whatsoever or Buyer is not able to obtain the Board Resolution, Buyer shall deliver to Escrow Agent and Seller, prior to 4:00 p.m. local time on the final Business Day of the Investigation Period, written notice of its election to terminate this Agreement ("Termination Notice"). Upon Escrow Agent's timely receipt of the Termination Notice, Escrow Agent shall return the Deposit to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein. If Buyer fails to terminate this Agreement as provided in this Section, then Buyer shall be deemed to have waived its right to terminate this Agreement as provided in this Section, to have agreed that the Deposit shall not be refundable, and to have represented and warranted to Seller that: (i) Buyer has had the full opportunity to make such investigation of the condition of the Sale Parcel as Buyer has deemed necessary; (ii) Buyer is relying solely upon its own investigations in making the decision to purchase the Sale Parcel; and (iii) Buyer will accept the Sale Parcel in an "AS IS" condition, without any obligation of Seller to make any repairs or renovations to the Sale Parcel, with no representations or warranties, except as otherwise expressly provided herein.

5. Pre-Closing Investigations and Post-Closing Construction.

5.1. Refinement of Sale Parcel Boundaries. Intentionally deleted.

5.2. Preliminary Drainage Study. Buyer indicated that the Buyer's Project may also need additional drainage modifications in order to, among other things, serve as an emergency shelter during a storm event. Consequently, Buyer may need to elevate its site and/or increase the capacity of stormwater diverted from the Sale Parcel, in which case Buyer may also require additional offsite stormwater retention. Buyer recognizes that Seller recently sold the Master Parcel to the Developer (the "Master Parcel Developer"). Moreover, Buyer acknowledges that Master Parcel Developer intends to commence construction of its own project on the surrounding Master Parcel. Master Parcel Developer is willing to work with Buyer to expand Lake

6, if necessary, to accommodate additional stormwater drainage subject to the following conditions: Buyer shall promptly engage the professional services of Stantec Engineering and, at least fifteen (15) days prior to the end of the Investigation Period, deliver to Master Parcel Developer c/o Derin Parks, Grimes Hawkins Gladfelter & Galvano, P.L., 1023 Manatee Avenue West, Bradenton, FL 34205 (dparks@grimesgalvano.com) a drainage study of the Sale Parcel indicating the total increase in volume and area of Lake 6, if any, required to accommodate storm water drainage into Lake 6; if the Buyer requires additional capacity and cannot accommodate all drainage on site, Master Parcel Developer will work with Buyer to reconfigure and enlarge the lake, all at the Buyer's expense, and conditioned upon no adverse impact to Master Parcel Developer's project, in Master Parcel Developer's sole determination; all Lake 6 expansion plans must be approved by Master Parcel Developer and the Association, and work completed on the expansion of such lake prior to turnover of control of the Board of Directors of the Association to its residents. Any agreement between the Master Parcel Developer, the Buyer and the Association shall be in writing (if required by Master Parcel Developer) and contain provisions reasonably required by Master Parcel Developer, including but not limited to, evidence of funding for such work, no lien provisions, insurance and indemnification of Master Parcel Developer and Association, plans approved by Master Parcel Developer and Association, the work performed by a contractor approved by Master Parcel Developer and Association and Buyer to obtain all appropriate permits, all at Buyer's expense and at no cost to Master Parcel Developer and Association.

5.3. Required Infrastructure Improvements by Seller. Seller shall be responsible at Seller's expense for development and construction of the infrastructure identified in the attached Exhibit D ("Seller's Infrastructure Improvements"). Seller shall endeavor in good faith to complete each element of Seller's Infrastructure Improvements by the target completion date specified in Exhibit D for each type of improvement. Notwithstanding anything set forth to the contrary herein or in any other agreement between Buyer and Seller, Seller shall have no obligation to construct any other infrastructure other than as expressly set forth in Exhibit D.

5.4 Required Work by Buyer. Buyer, at Buyer's expense, shall be responsible for development and construction of all infrastructure within the Sale Parcel, including but not limited to clearing, grading, fill, utilities facilities, lines, and pipes as well as all other utilities such as electricity, telephone, and cable. Buyer shall also be responsible for constructing any stormwater attenuation and treatment facilities on the Sale Parcel as well as its own on-site entrance drives, access or traffic control devices or facilities, parking and other facilities. Moreover, because the Sale Parcel will be surrounded by a residential community and, specifically, will abut residential lots to be developed prior to Closing and/or improvement of the Sale Site, Buyer shall maintain the Sale Parcel in such condition that it is not overgrown and it is clean and free of debris, to the extent that would be reasonably expected in an upscale residential community in Waterside at Lakewood Ranch. Notwithstanding anything set forth herein to the contrary, the Buyer's maintenance obligations set forth herein shall survive Closing and be set forth in a deed restriction or other restrictive covenant recorded in the Public Records of Sarasota County, Florida, and enforceable by Seller, Buyer and/or the owner of the Master Parcel or the Association that governs the Master Parcel.

5.5. Seller Cooperation. Intentionally deleted.

5.6. Seller Review and Participation. Intentionally deleted.

5.7. Easement Agreement. The parties agree to coordinate their respective efforts in conjunction with the construction of Seller's Infrastructure Improvements and the improvements on the Sale Parcel. Such coordination may require the modification of current



easements over the Master Parcel and Sale Parcel and/or mutual granting of various permanent or temporary access or construction easements. Such easements shall be identified prior to Closing and may include the Master Parcel Developer and/or Association. At the Closing of the Sale Parcel, each party shall grant to the other party (and/or the Master Parcel Developer and/or Association) such agreed upon easements. Such Easement Agreement(s) shall be in form and content reasonably acceptable to Seller and Buyer, and the Easement Agreement(s) and the scope of easements shall be as agreed to by the Parties during the Permitting Period. Among other things, Buyer agrees to take the Sale Parcel subject to such easements as Seller may, in its reasonable discretion, grant to the purchaser of the Master Parcel, including but not limited to, two (2) Temporary Turnaround Easements within the Sale Parcel adjacent to the northern and southern terminus of Buyer's access as well as an approximately ten foot (10') wide public utility easement through the Sale Parcel near the western side of the Sale Parcel. Recorded versions of the two turnaround easements, and 10' public utility easement are attached hereto and incorporated herein by reference as Exhibit E.

5.8. Changes to Required Approvals. Buyer shall make no modifications, changes, deviations, alterations, additions, supplements or substitutions to the Required Approvals (before or after Closing), without the prior written consent of Seller, which consent shall not be unreasonably withheld provided any such change shall not materially and adversely affect development of the balance of the Master Parcel. Prior to Closing, Seller shall also have the right to review and approve any and all modifications, changes, deviations, alterations, additions, supplements or substitutions to the Required Approvals by any applicable governmental agency, which approval shall not be unreasonably withheld, conditioned or delayed, provided any such change shall not materially and adversely affect development of the balance of the Master Parcel.

5.9. Construction and Development Work. Buyer shall perform all construction and development of any work to be performed by or through Buyer strictly in accordance with Required Approval (a). Seller shall perform all construction and development of Seller's Infrastructure Improvements strictly in accordance with Required Approval (b).

5.10. Seller Development Agreements and Approvals. Notwithstanding anything set forth herein to the contrary, Seller may enter into such agreements relating to development of property owned by it other than the Sale Parcel, and amend any existing agreements, permits and approvals as Seller may reasonably deem necessary or appropriate, to the extent such do not materially and adversely affect the rights of Buyer pursuant to this Agreement or the Sale Parcel. Furthermore, Buyer expressly acknowledges that Seller has the absolute right to assign any and all rights under this Agreement to a successor owner of the Master Parcel.

5.11. Existing Governmental Permits and Approvals. Notwithstanding anything set forth herein (or in any other document) to the contrary, Buyer shall take no action which affects any existing governmental approvals or permits or affects any land other than as expressly permitted under this Agreement as to the Sale Parcel, without the prior written consent of Seller, which consent may be granted or denied at the sole and absolute discretion of Seller.

5.12. Infrastructure Assurance. As set forth in Exhibit D, Seller's successor is currently constructing the Seller's Infrastructure Improvements with a scheduled completion date of approximately March, 2024. Seller hereby unconditionally guarantees completion of Seller's Infrastructure Improvements on or before June 30, 2027 as set forth in Exhibit D. Seller's guaranty as set forth herein shall survive Closing.

5.13. BRU Agreement. Braden River Utilities ("BRU") holds a master reuse permit to supply non-potable irrigation water consisting of pumped ground water, surface drainage and reclaimed water. Due to Buyer's practice of prohibiting the use of reclaimed water on school sites, Buyer will not connect to or use BRU reclaimed water. Consequently, Buyer expressly acknowledges and agrees that notwithstanding anything set forth herein or in any other documents to the contrary, Seller shall not be obligated to supply non-potable water connections to the Property.

5.14. Survival. Notwithstanding anything to the contrary set forth herein, the provisions of this Section 5 shall expressly survive the Closing and conveyance of the Sale Parcel to Buyer.

6. Title and Survey.

6.1. Delivery of Title Commitment. Not later than sixty (60) calendar days following the Effective Date, Buyer shall cause the Title/Closing Agent to deliver to Buyer the Title Commitment.

6.2. Marketable Title. At Closing, Seller shall convey title to the Sale Parcel to Buyer by delivery of the Deed, subject only to the Permitted Exceptions and such other matters as expressly provided for herein.

6.3. Title Objections. If the Title Commitment discloses exceptions to title or other matters unacceptable to Buyer ("Title Objections"), Buyer shall notify Seller of such Title Objections within sixty (60) days after receipt of the Title Commitment. If Buyer fails to deliver timely notice of Title Objections, then it shall have waived its right to object to same and Buyer shall proceed to Closing as hereinafter provided. If the Title Objections are liquidated liens or judgments, or are otherwise curable by the payment of money, without resort to litigation, and do not, in the aggregate, exceed the Monetary Threshold, then Seller shall be required to remove such Title Objections ("Mandatory Title Objections") from the Sale Parcel by satisfying the same or by posting a surety bond so that such Mandatory Title Objections are removed as exceptions from the Title Commitment and Title Policy. With regard to all other Title Objections ("Optional Title Objections"), Seller shall have the right, but not the obligation, to (i) satisfy, release, or cure any such Optional Title Objections at any time prior to or concurrently with Closing; (ii) cause, at Seller's sole expense, such Optional Title Objections to be marked "omitted" from the Title Commitment and the Title Policy; or (iii) cause such claims or judgments to be removed by transfer to a surety bond or other security. Seller may provide Buyer with written notice of its election as to whether or not it will cure the Optional Title Objections within fifteen (15) days after Seller's receipt of Buyer's notice of any Optional Title Objections. If Seller either (1) notifies Buyer that it will not attempt to cure the Optional Title Objections or (2) fails to deliver written notice affirming that it will attempt to cure the Optional Title Objections (i.e. does not respond to the Buyer's notice), then Seller shall have no obligation to cure the Optional Title Objections and Buyer shall have the option, to be exercised within fifteen (15) days after Buyer's receipt of Seller's notice, to either proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or terminate this Agreement and the Deposit shall be returned to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein. All uncured Title Objections at Closing shall be considered Permitted Exceptions.

6.4. Additional Exceptions. If Buyer receives notice of or otherwise discovers that title to the Sale Parcel is subject to any title exceptions that are not Permitted Exceptions

("Additional Exceptions"), after delivery of the Title Commitment and not later than five (5) days prior to the expiration of the Investigation Period, or thereafter within five (5) days of receipt of any update to the Title Commitment which includes an Additional Exception, then Buyer shall notify Seller in writing of the Additional Exceptions to which Buyer objects. If Buyer fails to deliver timely notice of Additional Exceptions, then it shall have waived its right to object to same and Buyer shall proceed to Closing as hereinafter provided. If the Additional Exceptions are liquidated liens or judgments, or are otherwise curable by the payment of money, without resort to litigation, and do not, in the aggregate, exceed the Monetary Threshold, then Seller shall be required to remove such Additional Exceptions ("Mandatory Additional Exceptions") from the Sale Parcel by satisfying the same or by posting a surety bond so that such Mandatory Additional Exceptions are removed as exceptions from the Title Commitment and Title Policy. With regard to all other Additional Exceptions ("Optional Additional Exceptions"), Seller shall have the right, but not the obligation, to (i) satisfy, release, or cure any such Optional Additional Exceptions at any time prior to or concurrently with Closing; (ii) cause, at Seller's sole expense, such Optional Additional Exceptions to be marked "omitted" from the Title Commitment and the Title Policy; or (iii) cause such claims or judgments to be removed by transfer to a surety bond or other security. Seller may provide Buyer with written notice of its election as to whether or not it will cure the Optional Additional Exceptions within fifteen (15) days after Seller's receipt of Buyer's notice of any Optional Additional Exceptions. If Seller either (1) notifies Buyer that it will not attempt to cure the Optional Additional Exceptions or (2) fails to deliver written notice affirming that it will attempt to cure the Optional Title Objections (i.e. does not respond to the Buyer's notice), then Seller shall have no obligation to cure the Optional Title Objections and, Buyer shall have the option, to be exercised within fifteen (15) days after Buyer's receipt of Seller's notice, to either proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price or terminate this Agreement and the Deposit shall be returned to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein. All uncured Optional Additional Exceptions at Closing shall be considered Permitted Exceptions.

6.5. Additional Exceptions Caused by Buyer. Buyer shall not have the right to object to title or to terminate this Agreement by reason of any Additional Exception which is caused by Buyer or any party claiming by, through or under Buyer or any of Buyer's Representatives.

6.6. Survey. During the Investigation Period, Buyer shall obtain a survey of the Sale Parcel ("Survey"). The Survey shall be made in accordance with the "Minimum Standard Detail Requirements for ALTA Land Title Surveys, Urban Classification", prepared by a registered/licensed surveyor in the State of Florida, and certified to Buyer, Seller, Title/Closing Agent and Title Company. The Survey shall include a certification of the gross acreage and legal description of the Sale Parcel, which certification shall be subject to the approval of Seller and Buyer, such approval not to be unreasonably withheld. If the Survey shows as to the Sale Parcel any violation of restrictions or governmental zoning regulations, any encroachments or overlaps, or evidence of any unrecorded rights or claims of third parties to any portion of Sale Parcel or the use thereof, and if Buyer has objection to any such matters, Buyer shall notify Seller prior to the expiration of the Investigation Period of the matters disclosed by the Survey to which Buyer has objection. If Buyer gives notice of objections to matters disclosed by the survey, such objections shall be handled in the same manner as Additional Exceptions. The Survey shall be based upon the sketch and description of the Sale Parcel attached hereto or the revised sketch and description if incorporated herein. Upon receipt from the surveyor, Buyer shall deliver a copy of the Survey to Seller and Title/Closing Agent along with a closure printout demonstrating that the surveyor has checked the legal description electronically and determined that the point of beginning and point of ending are the

same. Prior to commissioning the Survey, Buyer shall obtain from Seller and deliver to its selected surveyor control points within the Master Parcel derived from existing surveys or plats.

6.7. Survey Defects. If Buyer's survey shows any matter which would affect the marketability of title to the Sale Parcel (except for the Permitted Exceptions and other title matters otherwise permitted hereunder), then Buyer shall notify Seller in writing of the specific defect prior to the expiration of the Investigation Period and thereafter such encroachment or defect shall be treated in the same manner as an Additional Exception. Buyer's failure to deliver timely notice of survey defects shall be deemed a waiver of Buyer's right to object to survey matters as provided in this Section.

## 7. Seller's Representations and Warranties.

7.1. Representations and Warranties. Seller represents and warrants to Buyer, as follows. Except to the extent specifically disclaimed or modified in writing by Seller on or before the Closing Date due to changed circumstances or new knowledge, such representations and warranties shall be deemed reaffirmed on the Closing Date by Seller's delivery of the Deed, and shall survive the Closing and delivery of the Deed for a period of two (2) years.

7.1.1. Seller's Existence. Seller is a Florida limited liability company in good standing and has full power and authority to own and sell the Sale Parcel and to comply with the terms of this Agreement and to consummate the transactions contemplated hereunder.

7.1.2. Authority. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated by this Agreement are within Seller's capacity and all requisite action has been taken to make this Agreement valid and binding on Seller in accordance with its terms.

7.1.3. Leases and Service Contracts. To Seller's knowledge, there are no leases or service contracts affecting the Sale Parcel; provided, however, Seller shall be permitted to enter into leases and service contracts from and after the date hereof so long as any such leases and service contracts are terminated prior to Closing.

7.1.4. Non-Foreign Status. Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated pursuant thereto, and Buyer has no obligation to withhold and pay over to the Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the Regulations issued under said Section).

7.1.5. Environmental Status. Except for agricultural chemicals and substances used on the Sale Parcel in compliance with all laws and regulations applicable at the time of use, neither Seller nor its affiliates have generated, recycled, used, stored, sold, handled, transported or disposed of any substance or material defined or designated as a hazardous or toxic waste substance or material or similar term by any federal or state environmental statute, regulation or ordinance presently in effect, or any asbestos, petroleum or derivative thereof on the Sale Parcel during any period of time Seller or its affiliates has had an ownership interest in the Sale Parcel. To Seller's actual knowledge and belief there has been no disposal, burial or placement of toxic or hazardous waste, debris, Hazardous Material as defined above, or other foreign material on or about the Sale Parcel.

7.1.6. Legal Notices. Seller has no actual knowledge of, and has received no notice from, any governmental authority requiring work, repairs, construction, alterations or installations on or in connection with the Sale Parcel, or asserting any violations of any federal, state, county or municipal laws, ordinances, codes, orders, regulations or requirements affecting any portion of the Sale Parcel, including any applicable environmental laws or regulations with which, to the best of Seller's knowledge it has not complied.

7.1.7. Legal Proceedings. To the Seller's actual knowledge and belief, there is no action, suit, or proceeding pending or, to the actual current knowledge of Seller, threatened against or affecting Seller or the Sale Parcel or any portion thereof, or relating to or arising out of the ownership of the Sale Parcel, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

7.1.8. School Site. Seller is not aware of any matter or condition related to the Sale Parcel that would materially and adversely affect or impact Buyer's ability to construct Buyer's Project on the Sale Parcel.

7.2. No Other Representations and Warranties. Buyer acknowledges that except as expressly set forth herein, Seller has not made any warranties or representations concerning the Sale Parcel or any component thereof, to Buyer. Buyer represents that it is purchasing the Sale Parcel in its present condition, the Buyer having made (or having the opportunity to make during or prior to the Investigation Period) its own inspection and examination of the Sale Parcel and all components thereof. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES GIVEN TO BUYER IN CONNECTION WITH THE SALE OF THE SALE PARCEL. SELLER DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY AND FITNESS THAT MAY BE DUE FROM SELLER TO BUYER. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THIS SECTION SHALL SURVIVE THE CLOSING.

7.3. Seller's Knowledge. Whenever in this Agreement there is any reference to the "knowledge" of Seller or whether Seller is aware of any particular fact, such term refers to the actual (as opposed to the constructive or imputed) knowledge, without the obligation to undertake any independent investigation or inquiry of Rex Jensen and Anthony Chiofalo. In addition, whenever in this Agreement a representation or warranty refers to compliance with, violation of or otherwise deals with any applicable law or similar requirement and is qualified by Seller's knowledge or similar terms, the knowledge of Seller shall not be deemed to include knowledge of the requirements of such laws (or similar requirement) in question as applied to any relevant facts and circumstance or condition but only a fact, circumstance or condition known to Seller constitutes noncompliance or violation of such laws (or similar requirement) as understood or believed by Seller.

8. Buyer's Representations and Warranties. Buyer represents and warrants to Seller, as follows. Except to the extent specifically disclaimed or modified in writing by Buyer on or before the Closing Date due to changed circumstances or new knowledge, such representations and warranties shall be deemed reaffirmed on the Closing Date by Buyer's acceptance of the Deed, and shall survive the Closing and delivery of the Deed for a period of two (2) years.

8.1. Buyer's Existence. Buyer is a public body corporate duly organized, existing, in good standing and authorized to do business under the laws of the State of Florida

and Buyer has full power and authority to purchase the Sale Parcel and to comply with the terms of this Agreement.

8.2. OFAC Compliance. Neither Buyer nor, to Buyer's knowledge, any of its affiliates, beneficiaries, partners, members, shareholders or other equity owners, and none of its employees, officers, directors, representatives or agents is, nor will they become prior to Closing, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

8.3. Authority. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transaction hereby contemplated are within Buyer's capacity and all requisite action has been taken to make this Agreement valid and binding on Buyer in accordance with its terms.

8.4. Financial Condition. Buyer's financial condition is, and shall at all times through Closing, such as to enable Buyer to perform all of its monetary obligations under the Agreement; there are no actions, suits, claims or other proceedings pending or, to the best of Buyer's knowledge, contemplated or threatened against Buyer that could affect Buyer's ability to perform its obligations under the Agreement; and Buyer has sufficient funds available to consummate the transactions contemplated by the Agreement.

9. Conditions Precedent to Closing. Seller shall not be obligated to proceed with the Closing, nor make a tender of Seller's Closing Documents, unless and until each of the following conditions have been fulfilled or waived in writing by Seller: (i) Buyer shall be prepared to pay the Cash to Close on the Closing Date pursuant to the terms hereof; (ii) Buyer shall be prepared to deliver to Seller the Buyer's Closing Documents and any other instrument or document required hereunder; (iii) Seller has received Final Approval from all Government Authorities for construction of Seller's Infrastructure Improvements; and (iv) this Agreement shall not have been previously terminated pursuant to any of the provisions hereof. Buyer shall not be obligated to proceed with the Closing, nor make a tender of Buyer's Closing Documents, unless and until each of the following conditions have been fulfilled or waived in writing by Buyer: (i) Seller shall be prepared to deliver to Buyer the Seller's Closing Documents and any other instrument or document required hereunder; (ii) Buyer has received the Final Approvals for Buyer's Project (including all Required Approvals); (iii) Seller has received Final Approval from all Government Authorities for construction of Seller's Infrastructure Improvements; and (iv) this Agreement shall not have been previously terminated pursuant to any of the provisions hereof.

10. Affirmative Covenants of Seller.

10.1. Exhibits. If any of the Exhibits to this Agreement are not affixed hereto, are incomplete or are otherwise not provided to Buyer prior to or concurrently with its execution of this Agreement, then such documentation and/or information shall be provided to Buyer within five (5) days following the Effective Date; provided, however, Seller's failure to deliver such documentation and information within said five (5) day period shall not be a default by Seller hereunder, unless and until Seller shall thereafter fail to provide the same within three (3) days following receipt of Buyer's written demand therefor.

10.2. Agreements Affecting the Sale Parcel. Seller shall not, after the Effective Date from and after the expiration of the Investigation Period, enter into any leases, service contracts or modifications affecting the Sale Parcel, renewals or terminations of any existing leases or service contracts without the written consent to or approval of Buyer, which consent or approval shall not be unreasonably withheld or delayed. If Buyer does not notify Seller in writing of its consent, approval, or disapproval within five (5) Business Days after notice thereof from Seller, it will be presumed that Buyer has consented or approved such requested action. If Buyer disapproves any such request, then Buyer's notice shall specify the reasons for such disapproval.

10.3. Care and Maintenance of Sale Parcel. Prior to Closing, Seller shall, unless otherwise expressly provided herein, maintain the Sale Parcel in substantially the same condition, repair and appearance existing on the Effective Date, reasonable wear, tear and casualty excepted.

11. Closing. Subject to all of the provisions of this Agreement, Buyer and Seller shall close this transaction ("Closing") on the date that is thirty (30) days after the end of the Investigation Period or such earlier date as Buyer may elect upon at least five (5) Business Day's prior written notice to Seller ("Closing Date"). The Closing shall take place at the office of the Escrow Agent or may be conducted by mail or courier. Buyer may elect to waive any requirement or condition to Closing contained in this Agreement for the benefit of Buyer and to accelerate the Closing Date by notice to Seller as provided above.

12. Seller's Closing Documents. At Closing, Seller shall execute and deliver certain documents ("Seller's Closing Documents"), as follows:

12.1. Deed. The Deed shall be duly executed by Seller and subject to the restrictions set forth in this Agreement, including Section 5.4. Seller shall also deliver all documents required to record the Deed in the Public Records of Sarasota County;

12.2. Seller's No Lien and Gap Affidavit. An affidavit from Seller attesting that, to the best of Seller's knowledge, as follows: (i) no individual or entity has any claim against the Sale Parcel under the applicable contractor's lien law, (ii) except for Seller and as otherwise provided herein, no individual or entity is either in possession of the Sale Parcel or has a possessory interest or claim in the Sale Parcel, and (iii) no improvements to the Sale Parcel have been made by Seller for which payment has not been made within the immediately preceding ninety (90) days. The affidavit shall also include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy;

12.3. FIRPTA. A FIRPTA Non-Foreign Transferor Certificate in accordance with Section 1445 of the Internal Revenue Code;

12.4. Closing Statement. A Closing Statement setting forth the Purchase Price, Deposit and the Cash to Close due Seller;

12.5. Easements. The Easement Agreements or reservation of easements referenced herein (as applicable);

12.6. Authorizing Resolutions. Such documents as the Title Company may reasonably request evidencing Seller's existence, power, and authority of Seller to enter into and



execute this Agreement and to consummate the transaction herein contemplated, and to allow the Title/Closing Agent to issue the Title Policy; and

12.7 BRU Agreement. Intentionally deleted.

12.8 Declaration of Restrictive Covenants. A declaration of restrictive covenants setting forth the restrictions described in Section 5.4 and elsewhere in this Agreement.

13. Buyer's Closing Documents. At Closing, Buyer shall execute and deliver certain documents ("Buyer's Closing Documents"), as follows:

13.1. Authorizing Resolution. Such documents as the Title Company may reasonably require evidencing Buyer's existence, powers, and authority to enter into and execute this Agreement and the transaction herein contemplated and to allow the Title/Closing Agent to issue the Title Policy; and

13.2. Closing Statement. Buyer shall execute the Closing Statement; and

13.3. Easement. The Easement Agreement (if applicable).

13.4 BRU Agreement. Intentionally deleted.

13.5 Declaration of Restrictive Covenants. A declaration of restrictive covenants setting forth the restrictions described in Section 5.4 and elsewhere in this Agreement.

14. Closing Procedure.

14.1. Transfer of Funds. Buyer shall pay the Cash to Close to the Title/Closing Agent by wire transfer to a depository designated by Title/Closing Agent. Escrow Agent shall pay the Deposit to Title/Closing Agent by wire transfer to the same depository.

14.2. Delivery of Documents. Buyer shall deliver to the Title/Closing Agent the Buyer's Closing Documents and Seller shall deliver to the Title/Closing Agent the Seller's Closing Documents.

14.3. Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, then, and provided all other obligations to close have been performed, Title/Closing Agent shall deliver the Deposit, the Cash to Close, and the Buyer's Closing Documents to Seller, and the Seller's Closing Documents to Buyer; provided, however, that Title/Closing Agent shall record the Deed in the Public Records of the county in which the Sale Parcel is located.

15. Prorations and Closing Costs.

15.1. Prorations. The items set forth below shall be apportioned and prorated between Buyer and Seller as of 12:01 a.m. on the Closing Date so that credits and charges for all days preceding the Closing Date shall be allocated to Seller and credits and charges for all days from and after the Closing Date shall be allocated to Buyer:

15.1.1. Taxes. The parties shall prorate real property taxes for the Sale Parcel for the calendar year of the Closing based on the actual number of days in the year and the amount of real property taxes due on the earliest payment date. Alternatively, because Buyer is immune and/or exempt from most taxes, Buyer may request the appropriate taxing authority to establish Seller's tax obligation as of the Closing Date, which amount shall be collected and paid at Closing. If the Closing shall occur before the real property taxes are fixed for the then current year, the apportionment of real property taxes shall be upon the basis of the prior year's real property taxes or more current estimated real property taxes, if available. The proration shall be re prorated upon request by either party made on or before April 1<sup>st</sup> of the calendar year following the calendar year of Closing based on the amount of real property taxes due on the earliest payment date. Notwithstanding anything to the contrary set forth herein, Seller shall have the right to initiate, settle or compromise all tax proceedings, if any, relating to tax years prior to 2023 in Seller's sole discretion, and to retain any refund so received, and following the Closing, Buyer shall cooperate with Seller in connection therewith to the extent necessary or requested by Seller, so long as Seller pays Buyer all reasonable, direct, actual and verifiable costs and expenses incurred with third parties in connection with Buyer providing such cooperation. Notwithstanding anything to the contrary set forth herein, the provisions of this Section shall expressly survive the Closing.

15.1.2. Assessments. Seller shall pay all installments of special assessments due and payable prior to the Closing Date and Buyer shall pay all installments of special assessments due and payable on and after the Closing Date.

15.1.3 Notwithstanding anything herein to the contrary, by entering into this Agreement and the related documents and closing, Buyer is not consenting to any real property taxation or assessment by any person or agency whatsoever.

15.2. Seller's Closing Costs. Seller shall pay Seller's Closing Costs at Closing.

15.3. Buyer's Closing Costs. Buyer shall pay the Buyer's Closing Costs at Closing.

16. Possession. Buyer shall be granted possession of the Sale Parcel at Closing.

17. Condemnation. If at any time prior to the Closing Date, any proceedings shall be commenced for the taking of all of the Sale Parcel or any material portion thereof, for public or quasi-public use pursuant to the power of eminent domain, Seller shall furnish Buyer with written notice of any proposed condemnation within ten (10) Business Days after Seller's receipt of such notification. In such event, and provided that Buyer is not otherwise in default under this Agreement, Buyer shall have the option to terminate this Agreement within ten (10) Business Days after receipt by Buyer of notice thereof from Seller by written notice to Seller and the Escrow Agent. Should Buyer terminate this Agreement, the Deposit shall be returned to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein. If Buyer does not elect to terminate within the required time, then (i) the Closing shall progress as herein provided without reduction of the Purchase Price; (ii) Buyer shall have the right to participate in the negotiation of any condemnation awards or other compensation for taking, and (iii) Seller shall assign unto Buyer any and all awards and other compensation for such taking to which it would be otherwise entitled as owner of the Sale Parcel and Seller shall convey such of the Sale Parcel, if any, which remains after the taking.

18. Default.

18.1. Buyer's Default. In the event that this transaction fails to close due to a default on the part of Buyer, the Deposit made by Buyer shall be paid to the Seller as agreed-upon liquidated damages as Seller's sole remedy and Buyer shall deliver to Seller possession and assignment of all of Buyer's right, title and interest to all work product, records, inspections, studies, and all other materials in any way relating to the Sale Parcel, the Master Parcel or any portion thereof (collectively, "Seller Materials"), and thereafter neither Buyer nor Seller shall have any further obligation under this Agreement, except as otherwise expressly provided herein and provided that this provision shall not be deemed to limit any of Buyer's indemnities contained in this Agreement.

18.2. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the Deposit most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision, and the foregoing shall be Seller's only remedy in the event of Buyer's default under this Agreement; provided, however, that the foregoing limitation shall not be applicable to Buyer's failure to deliver to Seller possession and assignment of the Seller Materials.

18.3. Seller's Default. If through no fault of Buyer this transaction fails to close due to a default by Seller, Buyer shall have the right to either terminate the Agreement and receive the return of its Deposit, in which event the parties shall be released from any and all liability under this Agreement, except as otherwise expressly provided herein, or seek specific performance of Seller's obligations hereunder with the Deposit remaining in escrow pending the outcome of such proceedings. The foregoing shall be Buyer's sole remedies in the event of Seller's default hereunder and Buyer expressly waives the right to recover monetary damages against Seller including, without limitation, any consequential, compensatory or punitive damages. Notwithstanding anything herein to the contrary, (a) in the event specific performance is not available to Buyer because Seller has conveyed the Sale Parcel to a third party, Buyer shall have all remedies available under Florida law; and (b) Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against Seller on or before sixty (60) days following the Closing Date or having given such notice fails to file a lawsuit asserting said claim or cause of action within one hundred fifty (150) days following the Closing Date. IN NO EVENT SHALL SELLER, ANY OF THE SELLER PARTIES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY, BEYOND ITS INTEREST IN THE SALE PARCEL, FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SALE PARCEL, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

19. Brokerage Commission. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that no broker or finder has been engaged by either of them with respect to this transaction. Seller and Buyer agree to hold each other harmless from any and all claims for any brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the other party. Notwithstanding anything to the contrary set forth in this Agreement, the provisions of this Section shall survive the Closing or earlier termination of this Agreement as expressly provided herein.

20. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall be sent by Fed Ex or a comparable overnight mail service, postage prepaid, to Buyer, Seller, Title/Closing Agent and Escrow Agent, at their respective addresses set forth in this Agreement. Notice shall be deemed to have been given and received, if delivered or delivery is refused, as indicated on the carrier records. Any party may by notice change its address for receipt of future notices.

21. Escrow Agent. The payment of the Deposit and all other funds provided hereunder to the Escrow Agent is for the accommodation of the parties to this Agreement. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its own willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given. Buyer and Seller will, and hereby agree to jointly and severally indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense including Attorney's Fees incurred on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement unless caused by its own willful misconduct or gross negligence. This provision shall survive the Closing or earlier termination of this Agreement as expressly provided herein. Seller acknowledges that the Escrow Agent is also Buyer's Attorney in this transaction, and Seller hereby consents to Escrow Agent's representation of Buyer and itself in any litigation which may arise out of or is otherwise related to this Agreement.

22. Assignment. This Agreement shall not be assigned by Buyer. Notwithstanding the preceding sentence, Buyer may assign its interests in this Agreement to an entity wholly owned by Buyer and otherwise acceptable to Seller provided Buyer complies with the terms of this Section. In the event that Buyer elects to assign its rights hereunder, Buyer shall deliver to Seller, Escrow Agent, Title/Closing Agent, and Seller's Attorney written notice of such assignment at least ten (10) Business Days prior to the Closing Date, which notification shall be accompanied by drafts of the applicable assignment documents, which shall include the assumption of all obligations of Buyer hereunder by the assignee. Upon delivery to Seller of a fully executed copy of the assignment and assumption document(s), the assignee shall thereafter, for all purposes, be regarded as the "Buyer" under this Agreement; provided, however, that any such assignment of Buyer's interest in this Agreement shall not relieve the original Buyer of any duties, obligations or liabilities hereunder. All assignees must satisfy all OFAC requirements.

23. Approval of the Parties. Except as otherwise provided herein, whenever this Agreement requires the mutual agreement or approval of the parties, the parties agree to negotiate in good faith. Except as otherwise provided herein, any approval or consent required from either party hereunder shall not be unreasonably withheld, conditioned or delayed.

24. Miscellaneous.

24.1. Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

24.2. Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Seller and Buyer.

24.3. Attorneys' Fees. Each of the parties hereto shall bear its own costs and Attorneys' Fees in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all Attorney's Fees in and all costs in connection therewith.

24.4. Governing Law/Jurisdiction. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida both substantive and remedial regardless of the domicile of any party, and will be deemed for such purposes to have been made, executed and performed in the State of Florida. Jurisdiction and venue shall be in Sarasota County, Florida for any legal proceedings in connection with this agreement and/or any other document signed by the parties.

24.5. Entire Agreement. This Agreement sets forth the entire agreement between Seller and Buyer relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties and there are no agreements, understandings, warranties, representations among the parties except as otherwise indicated herein.

24.6. Recording. Neither this Agreement nor any portion thereof nor memorandum relating hereto, but excluding the Acknowledgement, shall be placed of record by any party to this Agreement.

24.7. Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Agreement.

24.8. Computation of Time. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 4:00 p.m. local time on the next full Business Day.

24.9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

24.10. Survival. Except as otherwise expressly set forth to the contrary in this Agreement, all representations and warranties of Seller and obligations of Seller hereunder set forth in this Agreement shall not survive the Closing, but shall merge into the Closing and the delivery of the Deed.

24.11. Construction of Agreement. Should any provision of this Agreement requiring interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Agreement.

24.12. Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

24.13. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

24.14. Severability. If any clause or provision of this Agreement is determined to be a illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision that is similar in terms to such provision as is possible to be legal, valid and enforceable.

24.15. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24.16 Stewardship District. Buyer and Seller acknowledge that the Sale Parcel lies within the Lakewood Ranch Stewardship District (the "District"), an independent special district created pursuant to Chapter 2005-338, Laws of Florida. Buyer acknowledges that Chapter 2005-338, Laws of Florida, as amended, constitutes the organizational document of the District, that such documents are publicly available. The Sale Parcel shall be purchased free and clear of District bonded debt assessments. At Closing Seller shall deliver an estoppel certificate from the District Manager confirming that the Sale Parcel is free and clear of bonded debt and that under current District rules and procedures as long as the Sale Parcel is owned by a county school district it will be exempt from District assessments for both debt and maintenance and operations.

24.17 Lakewood Ranch Construction Rules. Buyer acknowledges that the Sale Parcel is or will be surrounded by residential homes, the owners of which have a reasonable expectation that future construction of the Buyer's Project on the Sale Parcel will be performed in accordance with the general construction rules and guidelines promulgated by the master developer of Lakewood Ranch (as to noise, hours of operation, etc.). Consequently, during construction of Buyer's Project on the Sale Parcel, Buyer shall (and cause its contractors, subcontractors, and material suppliers to) comply with the then applicable construction guidelines in effect for Lakewood Ranch. The provisions set forth in this section shall survive Closing and Seller shall have the right to include such provisions as a Deed restriction and/or as a standalone Declaration of Restrictions recorded in the official records of Sarasota County.

24.18 Waiver of Trial by Jury. SELLER AND BUYER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY MADE BEFORE, DURING OR AFTER THE EXECUTION OF THIS AGREEMENT. THIS WAIVER APPLIES IN THE EVENT ANY OTHER PERSONS OR ENTITIES INSTITUTE, JOIN, OR DEFEND IN ANY LITIGATION PROCEEDINGS. THIS PROVISION IS A

MATERIAL INDUCEMENT FOR EACH PARTY ENTERING INTO THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT NO PERSON OR ENTITY, AND/OR ANY OF EITHER PARTY'S REPRESENTATIVES, HAVE MADE REPRESENTATIONS THAT THIS JURY TRIAL WAIVER WILL NOT BE ENFORCED.

**[Signatures appear on following page]**



[Signature Page to Agreement for Purchase and Sale]

THE BUYER ACKNOWLEDGES THAT THE LAKEWOOD RANCH STEWARDSHIP DISTRICT WOULD IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE LAND. THESE TAXES AND ASSESSMENTS WOULD BE USED TO PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. HOWEVER, BUYER REPRESENTS AND WARRANTS TO SELLER THAT AS A LOCAL GOVERNMENTAL ENTITY, IT IS EXEMPT FROM SUCH TAXES OR ASSESSMENTS AND DOES NOT CONSENT TO THE IMPOSITION OF ANY TAXES ASSESSMENT ON THE LAND, BUT ACKNOWLEDGES THAT IF THE LAND IS SUBSEQUENTLY SOLD OR TRANSFERRED TO A NON-EXEMPT ENTITY, THE DISTRICT OBLIGATIONS MAY APPLY.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the dates indicated below.

**SELLER:**

SMR 2050, LLC, a Florida limited liability company

By: **SCHROEDER-MANATEE RANCH, INC.**, a Delaware corporation, as its Manager.

By: 

Print Name: Anthony Chiotalo

Title: Vice President

Date: January 24, 2024

APPROVED FOR LEGAL CONTENT

Date: \_\_\_\_\_, 20\_\_\_\_

ATTORNEYS FOR THE SCHOOL  
BOARD OF SARASOTA COUNTY,  
FLORIDA

By: \_\_\_\_\_

Michael R. McKinley Esq.  
Shumaker, Loop & Kendrick, LLP  
240 S. Pineapple Ave., Ninth Floor  
Sarasota, Florida 34236

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: January 24, 2024

**BUYER:**

**THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**, a body corporate

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**ESCROW AGENT:** (as to only those sections of  
the Agreement pertaining to the Escrow Agent's  
rights and responsibilities):

**SHUMAKER, LOOP & KENDRICK, LLP**, a Florida  
limited liability partnership

By: MRM \_\_\_\_\_

Print Name: Michael R. McKinley

Title: Partner

Date: January 24, 2024, 20\_\_\_\_

I:\smr\commercial re closings\school board site waterside (27325.00)\contract\08.16.23 - lorraine rd 20 acres purchase agreement  
combined redline.docx

**EXHIBIT A**

**Sketch and Description of Master Parcel**

See Attached.

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Sections 3, 10 & 11, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of Lorraine Road (120' wide right-of-way) recorded in Official Records Instrument Number 2020146620 of the Public Records of Sarasota County, Florida, also being the northwest corner of Lot 100, Waterside Neighborhood 8, Unit 1 recorded in Plat Book 54, Page 216 of said Public Records; the following fourteen (14) calls are along the easterly right-of-way line of said Lorraine Road: (1) thence S.00°01'25"W., a distance of 380.82 feet to a point of curvature of a curve to the left having a radius of 1,040.00 feet and a central angle of 01°29'05"; (2) thence Southerly along the arc of said curve, a distance of 26.95 feet, to a point of curvature of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°50'29"; (3) thence Southeasterly along the arc of said curve, a distance of 40.95 feet, to the end of said curve; (4) thence S.05°18'09"E. along a line non-tangent to said curve, a distance of 86.00 feet to the point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 93°50'29"; (5) thence Southwesterly along the arc of said curve, a distance of 40.95 feet, said curve having a chord bearing and distance of S.37°46'36"W., 36.52 feet, to a point of curvature of a compound curve to the left having a radius of 1,040.00 feet and a central angle of 31°38'30"; (6) thence Southeasterly along the arc of said curve, a distance of 574.34 feet, to the point of tangency of said curve; (7) thence S.40°47'08"E., a distance of 271.47 feet to a point of curvature of a curve to the right having a radius of 910.00 feet and a central angle of 40°30'02"; (8) thence Southerly along the arc of said curve, a distance of 643.25 feet, to the point of tangency of said curve; (9) thence S.00°17'06"E., a distance of 121.70 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; (10) thence Southeasterly along the arc of said curve, a distance of 39.27 feet, to the end of said curve; (11) thence S.00°17'06"E. along a line non-tangent to said curve, a distance of 86.00 feet to the point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00"; (12) thence Southwesterly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of S.44°42'54"W., 35.36 feet, to the point of tangency of said curve; (13) thence S.00°17'06"E., a distance of 2,942.08 feet to a point of curvature of a curve to the left having a radius of 1,000.00 feet and a central angle of 16°54'08"; (14) thence Southerly along the arc of said curve, a distance of 295.00 feet, to the end of the curve, said point being the POINT OF BEGINNING; thence N.67°28'36"E., a distance of 126.60 feet to the point of curvature of a non-tangent curve to the left, having a radius of 421.00 feet and a central angle of 02°25'33"; thence Southeasterly along the arc of said curve, a distance of 17.82 feet, said curve having a chord bearing and distance of S.39°58'01"E., 17.82 feet, to a point of curvature of a reverse curve to the right having a radius of 25.00 feet and a central angle of 27°02'51"; thence Southeasterly along the arc of said curve, a distance of 11.80 feet, to the end of said curve; thence N.90°00'00"E. along a line non-tangent to said curve, a distance of 79.88 feet; thence N.40°42'21"E., a distance of 171.92 feet to the point of curvature of a non-tangent curve to the left, having a radius of 709.24 feet and a central angle of 32°17'23"; thence Easterly along the arc of said curve, a distance of 399.70 feet, said curve having a chord bearing and distance of S.84°37'32"E., 394.43 feet, to the point of tangency of said curve; thence N.79°13'47"E., a distance of 112.26 feet to a point of curvature of a curve to the right having a radius of 1,450.00 feet and a central angle of 17°27'03"; thence Easterly along the arc of said curve, a distance of 441.63 feet, to the end of said curve; thence S.26°37'32"E. along a line non-tangent to said curve, a distance of 84.23 feet; thence S.77°45'57"E., a distance of 104.12 feet; thence N.79°36'06"E., a distance of 38.32 feet; thence S.50°48'19"E., a distance of 434.01 feet; thence S.21°21'55"E., a distance of 86.73 feet; thence S.13°30'43"E., a distance of 223.21 feet; thence S.07°11'08"W., a distance of 68.49 feet; thence S.17°13'56"W., a distance of 352.00 feet; thence S.15°50'42"E., a distance of 313.87 feet; thence S.32°38'18"E., a distance of 118.70 feet; thence S.27°34'46"E., a distance of 210.26 feet to a point of curvature of a curve to the left having a radius of 70.00 feet and a central angle of 68°54'58"; thence Southeasterly along the arc of said curve, a distance of 84.20 feet, to the point of tangency of said curve; thence N.83°30'16"E., a distance of 99.98 feet; thence N.89°13'56"E., a distance of 832.72 feet; thence N.87°13'37"E., a distance of 189.70 feet; thence N.61°59'06"E., a distance of 61.67 feet; thence N.33°20'57"E., a distance of 213.20 feet; thence N.23°51'01"W., a distance of 68.67 feet; thence N.41°02'39"W., a distance of 242.25 feet to a point of curvature of a curve to the left having a radius of 35.00 feet and a central angle of 66°52'10"; thence Westerly along the arc of said curve, a distance of 40.85 feet, to the point of tangency of said curve; thence S.72°05'11"W., a distance of 109.99 feet; thence N.86°41'26"W., a distance of 218.82 feet to a point of curvature of a curve to the right having a radius of 180.00 feet and a central angle of 45°55'34"; thence Northwesterly along the arc of said curve, a distance of 144.28 feet, to the point of tangency of said curve; thence N.40°45'52"W., a distance of 58.76 feet to a point of curvature of a curve to the right having a radius of 260.00 feet and a central angle of

63°15'40"; thence Northerly along the arc of said curve, a distance of 287.07 feet, to the point of tangency of said curve; thence N.22°29'49"E., a distance of 310.46 feet; thence N.59°30'11"E., a distance of 106.03 feet; thence N.69°00'52"E., a distance of 169.41 feet; thence S.59°01'04"E., a distance of 145.23 feet; thence S.50°27'04"E., a distance of 93.42 feet; thence S.32°56'30"E., a distance of 213.79 feet; thence S.11°36'50"E., a distance of 130.27 feet; thence S.05°59'31"E., a distance of 111.76 feet; thence S.06°13'50"W., a distance of 116.78 feet; thence S.36°59'06"E., a distance of 157.02 feet; thence S.58°06'41"E., a distance of 95.08 feet; thence S.81°53'37"E., a distance of 125.25 feet; thence N.69°17'56"E., a distance of 295.11 feet; thence N.77°23'37"E., a distance of 80.32 feet; thence N.47°36'59"E., a distance of 40.84 feet; thence N.20°48'06"E., a distance of 91.64 feet; thence N.46°03'48"E., a distance of 269.81 feet; thence N.20°34'01"E., a distance of 430.14 feet; thence N.22°13'19"E., a distance of 76.41 feet; thence S.67°29'39"E., a distance of 168.16 feet to the point of curvature of a non-tangent curve to the left, having a radius of 5,026.00 feet and a central angle of 00°26'53"; thence Southerly along the arc of said curve, a distance of 39.31 feet, said curve having a chord bearing and distance of S.22°03'14"W., 39.31 feet, to the end of said curve; thence S.68°10'13"E. along a line non-tangent to said curve, a distance of 62.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 15.00 feet and a central angle of 90°35'26"; thence Northeasterly along the arc of said curve, a distance of 23.72 feet, said curve having a chord bearing and distance of N.67°07'30"E., 21.32 feet, to the point of tangency of said curve; thence S.67°34'47"E., a distance of 408.86 feet to a point of curvature of a curve to the left having a radius of 362.00 feet and a central angle of 41°08'49"; thence Easterly along the arc of said curve, a distance of 259.97 feet, to the end of said curve; thence S.67°31'00"E. along a line non-tangent to said curve, a distance of 43.62 feet; thence N.66°00'43"E., a distance of 190.47 feet to a point of curvature of a curve to the right having a radius of 200.00 feet and a central angle of 36°48'16"; thence Easterly along the arc of said curve, a distance of 128.47 feet, to the point of tangency of said curve; thence S.77°11'01"E., a distance of 26.58 feet; thence S.20°38'56"W., a distance of 202.56 feet to the westerly line of a tract of land described in Official Records Instrument Number 2004006437 of said Public Records; the following forty-two (42) calls are along said westerly line: (1) thence S.66°00'43"W., a distance of 277.38 feet; (2) thence S.38°35'54"W., a distance of 115.48 feet; (3) thence S.21°26'24"W., a distance of 103.42 feet; (4) thence S.05°53'22"E., a distance of 107.51 feet; (5) thence S.79°58'41"E., a distance of 212.81 feet; (6) thence S.72°56'14"E., a distance of 217.53 feet; (7) thence N.80°43'16"E., a distance of 231.88 feet; (8) thence S.77°30'38"E., a distance of 93.80 feet; (9) thence S.23°04'35"E., a distance of 558.56 feet; (10) thence S.28°33'47"E., a distance of 407.11 feet; (11) thence S.16°00'56"E., a distance of 87.56 feet; (12) thence S.07°29'10"E., a distance of 280.34 feet; (13) thence S.55°38'02"E., a distance of 282.83 feet; (14) thence S.31°23'46"E., a distance of 329.30 feet; (15) thence S.18°41'22"E., a distance of 136.36 feet; (16) thence S.04°31'31"E., a distance of 327.08 feet; (17) thence S.16°55'13"E., a distance of 224.49 feet; (18) thence S.13°19'27"E., a distance of 818.98 feet; (19) thence S.44°25'56"W., a distance of 263.71 feet; (20) thence N.73°03'31"W., a distance of 482.32 feet; (21) thence N.80°53'21"W., a distance of 105.01 feet; (22) thence S.77°14'33"W., a distance of 214.27 feet; (23) thence N.86°48'33"W., a distance of 268.69 feet; (24) thence S.87°40'39"W., a distance of 186.29 feet; (25) thence N.19°40'41"W., a distance of 331.24 feet; (26) thence N.61°48'56"W., a distance of 217.31 feet; (27) thence N.82°22'54"W., a distance of 279.99 feet; (28) thence S.11°56'14"W., a distance of 466.48 feet; (29) thence S.84°00'09"W., a distance of 296.22 feet; (30) thence N.71°34'04"W., a distance of 200.65 feet; (31) thence S.89°06'28"W., a distance of 110.56 feet; (32) thence S.75°14'04"W., a distance of 415.69 feet; (33) thence N.78°17'26"W., a distance of 146.72 feet; (34) thence N.32°18'47"W., a distance of 231.21 feet; (35) thence N.01°38'32"E., a distance of 255.17 feet; (36) thence N.79°01'06"W., a distance of 271.62 feet; (37) thence S.68°58'56"W., a distance of 64.27 feet; (38) thence S.69°16'04"W., a distance of 212.29 feet; (39) thence N.74°48'51"W., a distance of 132.91 feet; (40) thence N.79°25'24"W., a distance of 159.04 feet; (41) thence S.03°04'40"W., a distance of 144.39 feet; (42) thence S.32°36'32"W. along said westerly line and its westerly extension, a distance of 424.63 feet to the abovementioned easterly right-of-way line of Lorraine Road; the following twenty-one (21) calls are along the easterly right-of-way line of said Lorraine Road: (1) thence N.16°36'10"W., a distance of 165.05 feet to a point of curvature of a curve to the left having a radius of 1,203.00 feet and a central angle of 08°24'16"; (2) thence Northerly along the arc of said curve, a distance of 176.46 feet, to a point of curvature of a reverse curve to the right having a radius of 25.00 feet and a central angle of 86°49'32"; (3) thence Northerly along the arc of said curve, a distance of 37.88 feet, to the end of said curve; (4) thence N.28°09'03"W. along a line non-tangent to said curve, a distance of 86.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 87°19'22"; (5) thence Westerly along the arc of said curve, a distance of 38.10 feet, said curve having a chord bearing and distance of N.74°31'13"W., 34.52 feet, to the point of tangency of said curve; (6) thence N.30°51'32"W., a distance of 528.30 feet to a point of curvature of a curve to the right having a radius of 4,731.00 feet and a central angle of 04°49'13"; (7) thence Northwesterly along the arc of said curve, a distance of 398.02 feet, to the point of tangency of said

curve; (8) thence N.26°02'19"W., a distance of 525.69 feet to a point of curvature of a curve to the left having a radius of 1,185.00 feet and a central angle of 10°53'14"; (9) thence Northwesterly along the arc of said curve, a distance of 225.17 feet, to a point of curvature of a reverse curve to the right having a radius of 25.00 feet and a central angle of 86°46'42"; (10) thence Northerly along the arc of said curve, a distance of 37.86 feet, to the end of said curve; (11) thence N.38°52'25"W. along a line non-tangent to said curve, a distance of 86.02 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 90°00'00"; (12) thence Westerly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of N.85°08'51"W., 35.36 feet, to the point of tangency of said curve; (13) thence N.40°08'51"W., a distance of 334.21 feet to a point of curvature of a curve to the right having a radius of 2,700.00 feet and a central angle of 04°55'49"; (14) thence Northwesterly along the arc of said curve, a distance of 232.33 feet, to the point of tangency of said curve; (15) thence N.35°13'02"W., a distance of 1,481.03 feet to a point of curvature of a curve to the right having a radius of 9,940.00 feet and a central angle of 03°49'33"; (16) thence Northwesterly along the arc of said curve, a distance of 663.73 feet, to a point of curvature of a compound curve to the right having a radius of 1,000.00 feet and a central angle of 04°52'07"; (17) thence Northwesterly along the arc of said curve, a distance of 84.98 feet, to the point of curvature of a compound curve to the right having a radius of 25.00 feet and a central angle of 93°59'57"; (18) thence Northerly along the arc of said curve, a distance of 41.01 feet, to the end of said curve; (19) thence N.22°31'24"W. along a line non-tangent to said curve, a distance of 86.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 93°59'57"; (20) thence Northwesterly along the arc of said curve, a distance of 41.01 feet, said curve having a chord bearing and distance of N.65°31'26"W., 36.57 feet, to a point of curvature of a compound curve to the right having a radius of 1,000.00 feet and a central angle of 01°20'13"; (21) thence Northerly along the arc of said curve, a distance of 23.33 feet, to the POINT OF BEGINNING.

Containing 17,612,390 square feet or 404.3248 acres, more or less.

#### LESS AND EXCEPT TRACT 1:

A tract of land of lying in Section 10, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 10, Township 36 South, Range 19 East; thence N.89°37'49"W. along the north line of said Section 10, a distance of 950.46 feet; thence S.00°22'11"W., a distance of 2,398.36 feet to the POINT OF BEGINNING; thence N.68°09'10"E., a distance of 547.30 feet; thence S.02°42'36"W., a distance of 7.90 feet; thence S.12°25'36"W., a distance of 61.52 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 58°48'33"; thence Southerly along the arc of said curve, a distance of 30.79 feet, to the point of tangency of said curve; thence S.46°22'57"E., a distance of 50.75 feet; thence S.19°37'02"E., a distance of 32.49 feet; thence S.15°08'45"E., a distance of 53.99 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 46°31'28"; thence Southeasterly along the arc of said curve, a distance of 24.36 feet, to the point of tangency of said curve; thence S.61°40'13"E., a distance of 84.73 feet; thence S.63°18'18"E., a distance of 64.26 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 06°26'57"; thence Southeasterly along the arc of said curve, a distance of 3.38 feet, to the point of tangency of said curve; thence S.69°45'14"E., a distance of 24.06 feet; thence S.36°22'29"E., a distance of 40.72 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 40°32'45"; thence Southeasterly along the arc of said curve, a distance of 21.23 feet, to the point of tangency of said curve; thence S.76°55'14"E., a distance of 39.51 feet; thence S.03°36'16"W., a distance of 371.18 feet; thence S.86°15'03"W., a distance of 33.83 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 05°43'37"; thence Westerly along the arc of said curve, a distance of 4.20 feet, to the point of tangency of said curve; thence S.80°31'26"W., a distance of 23.60 feet; thence N.86°01'32"W., a distance of 11.19 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 39°39'50"; thence Westerly along the arc of said curve, a distance of 29.08 feet, to the point of tangency of said curve; thence S.54°18'38"W., a distance of 22.30 feet; thence S.73°49'55"W., a distance of 46.15 feet; thence S.81°21'26"W., a distance of 40.62 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 49°06'26"; thence Southwesterly along the arc of said curve, a distance of 36.00 feet, to the point of tangency of said curve; thence S.32°15'00"W., a distance of 47.47 feet; thence S.30°46'18"W., a distance of 55.50 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 27°08'20"; thence Southerly along the arc of said curve, a distance of 19.89 feet, to the point of tangency of said curve; thence S.03°37'57"W., a

distance of 52.74 feet; thence S.12°13'21"W., a distance of 41.77 feet; thence S.87°22'16"W., a distance of 63.12 feet; thence S.89°57'07"W., a distance of 449.42 feet to a point of curvature of a curve to the left having a radius of 600.00 feet and a central angle of 19°12'47"; thence Westerly along the arc of said curve, a distance of 201.20 feet, to the end of said curve; thence N.13°32'38"W. along a line non-tangent to said curve, a distance of 24.98 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 09°38'21"; thence Northerly along the arc of said curve, a distance of 5.05 feet, to the point of tangency of said curve; thence N.23°10'59"W., a distance of 42.97 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 21°41'16"; thence Northwesterly along the arc of said curve, a distance of 11.36 feet, to the point of tangency of said curve; thence N.44°52'15"W., a distance of 37.15 feet; thence N.20°36'40"W., a distance of 67.81 feet; thence N.04°20'48"E., a distance of 47.13 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 11°59'50"; thence Northerly along the arc of said curve, a distance of 6.28 feet, to the point of tangency of said curve; thence N.07°39'02"W., a distance of 50.87 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 07°44'43"; thence Northerly along the arc of said curve, a distance of 4.06 feet, to the point of tangency of said curve; thence N.15°23'45"W., a distance of 78.05 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 19°49'46"; thence Northwesterly along the arc of said curve, a distance of 10.38 feet, to the point of tangency of said curve; thence N.35°13'31"W., a distance of 60.21 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 47°54'30"; thence Northwesterly along the arc of said curve, a distance of 25.08 feet, to the point of tangency of said curve; thence N.83°08'02"W., a distance of 42.40 feet; thence N.10°41'36"W., a distance of 4.80 feet; thence N.02°05'21"W., a distance of 77.09 feet; thence N.00°29'29"W., a distance of 66.37 feet; thence N.04°26'34"E., a distance of 39.21 feet; thence N.64°15'59"E., a distance of 40.00 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 25°19'31"; thence Northeasterly along the arc of said curve, a distance of 13.26 feet, to the point of tangency of said curve; thence N.38°56'28"E., a distance of 54.54 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 46°54'34"; thence Northerly along the arc of said curve, a distance of 24.56 feet, to the point of tangency of said curve; thence N.07°58'06"W., a distance of 35.57 feet; thence N.11°59'04"E., a distance of 46.24 feet; thence S.86°33'07"E., a distance of 32.18 feet to a point of curvature of a curve to the left having a radius of 704.89 feet and a central angle of 25°17'43"; thence Easterly along the arc of said curve, a distance of 311.20 feet, to the POINT OF BEGINNING.

Containing 873,601 square feet or 20.0551 acres, more or less

#### LESS AND EXCEPT TRACT 2:

A tract of land of lying in Section 10, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 10, Township 36 South, Range 19 East; thence N.89°37'49"W. along the north line of said Section 10, a distance of 1,093.29 feet; thence S.00°22'11"W., a distance of 3,263.36 feet to the POINT OF BEGINNING; thence S.13°00'59"W., a distance of 80.00 feet; thence N.76°59'01"W., a distance of 65.00 feet; thence N.13°00'59"E., a distance of 80.00 feet; thence S.76°59'01"E., a distance of 65.00 feet to the POINT OF BEGINNING.

Containing 5,200 square feet or 0.1194 acres, more or less.

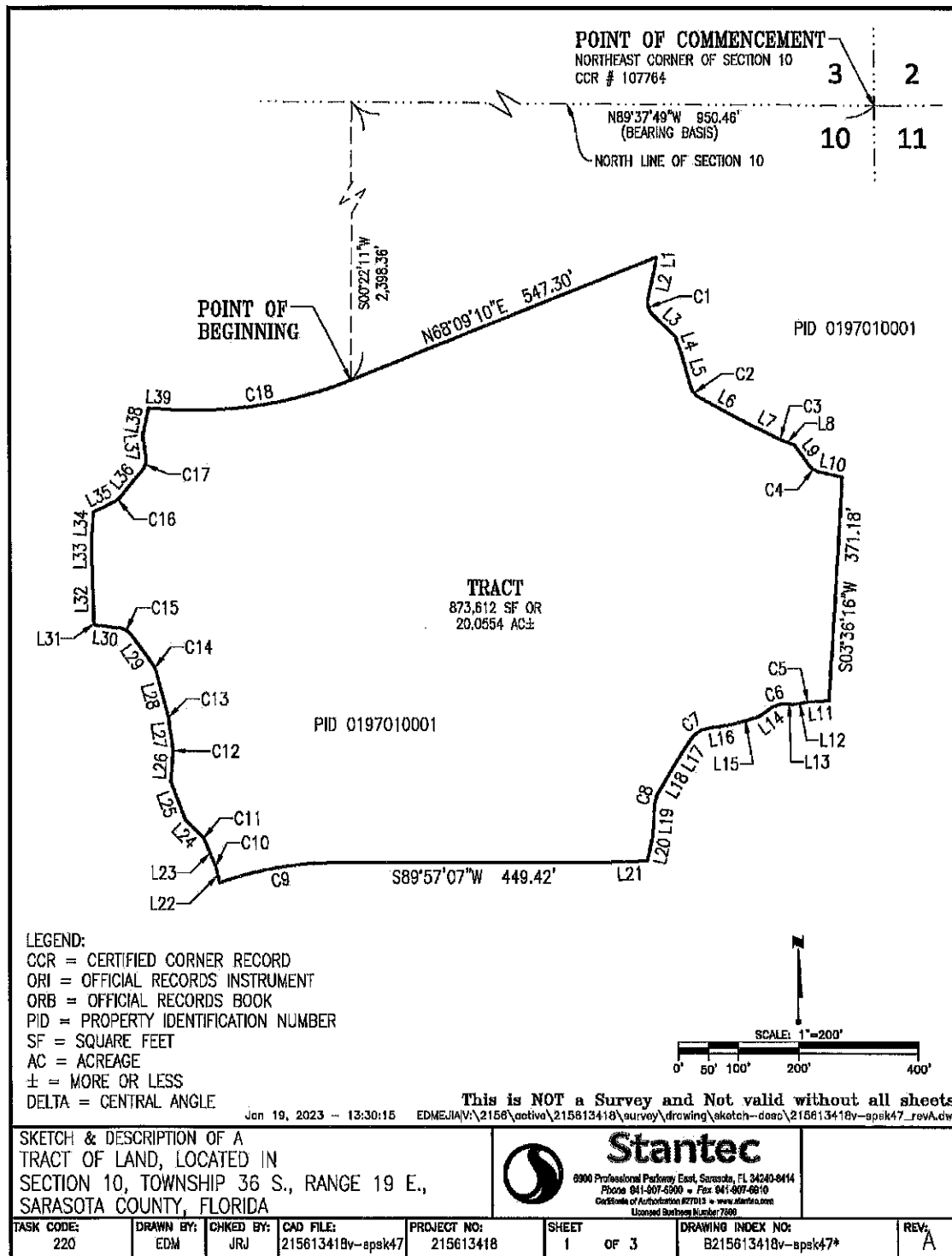
Described tract contains 16,733,588 square feet or 384.1503 acres, more or less.



**EXHIBIT B**

**Sketch and Description of Sale Parcel**

See attachment.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°42'36"W	7.90'
L2	S12°25'36"W	61.52'
L3	S46°22'57"E	50.75'
L4	S19°37'02"E	32.49'
L5	S15°08'45"E	53.99'
L6	S61°40'13"E	84.73'
L7	S63°18'18"E	64.26'
L8	S69°45'14"E	24.06'
L9	S36°22'29"E	40.72'
L10	S76°55'14"E	39.51'

LINE TABLE		
LINE	BEARING	DISTANCE
L11	S86°15'03"W	33.83'
L12	S80°31'26"W	23.60'
L13	N86°01'32"W	11.19'
L14	S54°18'38"W	22.30'
L15	S73°49'55"W	46.15'
L16	S81°21'26"W	40.62'
L17	S32°15'00"W	47.47'
L18	S30°46'18"W	55.50'
L19	S03°37'57"W	52.74'
L20	S12°13'21"W	41.77'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S87°22'16"W	63.12'
L22	N13°32'38"W	24.98'
L23	N23°10'59"W	42.97'
L24	N44°52'15"W	37.15'
L25	N20°36'40"W	67.81'
L26	N04°20'48"E	47.13'
L27	N07°39'02"W	50.87'
L28	N15°23'45"W	78.05'
L29	N35°13'31"W	60.21'
L30	N83°08'02"W	42.40'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N10°41'36"W	4.80'
L32	N02°05'21"W	77.09'
L33	N00°29'29"W	66.37'
L34	N04°26'34"E	39.21'
L35	N64°15'59"E	40.00'
L36	N38°56'28"E	54.54'
L37	N07°58'06"W	35.57'
L38	N11°59'04"E	46.24'
L39	S86°33'07"E	32.18'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	30.00'	58°48'33"	30.79'	29.46'	S16°58'41"E
C2	30.00'	46°31'28"	24.36'	23.70'	S38°24'29"E
C3	30.00'	6°26'57"	3.38'	3.37'	S66°31'46"E
C4	30.00'	40°32'45"	21.23'	20.79'	S56°38'52"E
C5	42.00'	5°43'37"	4.20'	4.20'	S83°23'14"W
C6	42.00'	39°39'50"	29.08'	28.50'	S74°08'33"W
C7	42.00'	49°06'26"	36.00'	34.91'	S56°48'13"W
C8	42.00'	27°08'20"	19.89'	19.71'	S17°12'07"W
C9	600.00'	19°12'47"	201.20'	200.26'	S80°20'43"W

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C10	30.00'	9°38'21"	5.05'	5.04'	N18°21'48"W
C11	30.00'	21°41'16"	11.36'	11.29'	N34°01'37"W
C12	30.00'	11°59'50"	6.28'	6.27'	N01°39'07"W
C13	30.00'	7°44'43"	4.06'	4.05'	N11°31'23"W
C14	30.00'	19°49'46"	10.38'	10.33'	N25°18'38"W
C15	30.00'	47°54'30"	25.08'	24.36'	N59°10'47"W
C16	30.00'	25°19'31"	13.26'	13.15'	N51°36'14"E
C17	30.00'	46°54'34"	24.56'	23.88'	N15°29'11"E
C18	704.89'	25°17'43"	311.20'	308.68'	N80°48'02"E

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH LINE OF SECTION 10, BEING N89°37'49"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed

by Joseph R

Jasper

Date: 2024.01.09

13:22:48 -05'00'

Date of Signature

Joseph R. Jasper, P.S.M.  
Florida Registration No. 7168

This is NOT a Survey and Not valid without all sheets.

Jan 19, 2023 - 13:30:15 EDMJIAV:\2156\active\215613418\survey\drawing\sketch-desc\215613418v-spsk47\_revA.dwg

SKETCH & DESCRIPTION OF A  
TRACT OF LAND, LOCATED IN  
SECTION 10, TOWNSHIP 36 S., RANGE 19 E.,  
SARASOTA COUNTY, FLORIDA



**Stantec**

6900 Professional Parkway East, Sarasota, FL 34240-8414  
Phone 941-907-6900 • Fax 941-907-6910  
Certificate of Authorization #27013 • www.stantec.com  
Licensed Business Number 7389

TASK CODE: 220	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 215613418v-spsk47	PROJECT NO: 215613418	SHEET 2 OF 3	DRAWING INDEX NO: B215613418v-spsk47*	REV: A
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DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Section 10, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:


Commence at the northeast corner of Section 10, Township 36 South, Range 19 East; thence N.89°37'49"W. along the north line of said Section 10, a distance of 950.46 feet; thence S.00°22'11"W., a distance of 2,398.36 feet to the POINT OF BEGINNING; thence N.68°09'10"E., a distance of 547.30 feet; thence S.02°42'36"W., a distance of 7.90 feet; thence S.12°25'36"W., a distance of 61.52 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 58°48'33"; thence Southerly along the arc of said curve, a distance of 30.79 feet, to the point of tangency of said curve; thence S.46°22'57"E., a distance of 50.75 feet; thence S.19°37'02"E., a distance of 32.49 feet; thence S.15°06'45"E., a distance of 53.99 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 46°31'28"; thence Southeasterly along the arc of said curve, a distance of 24.36 feet, to the point of tangency of said curve; thence S.61°40'13"E., a distance of 84.73 feet; thence S.63°18'18"E., a distance of 64.26 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 06°26'57"; thence Southeasterly along the arc of said curve, a distance of 3.38 feet, to the point of tangency of said curve; thence S.69°45'14"E., a distance of 24.06 feet; thence S.36°22'29"E., a distance of 40.72 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 40°32'45"; thence Southeasterly along the arc of said curve, a distance of 21.23 feet, to the point of tangency of said curve; thence S.78°55'14"E., a distance of 39.51 feet; thence S.03°38'16"W., a distance of 371.18 feet; thence S.86°15'03"W., a distance of 33.83 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 05°43'37"; thence Westerly along the arc of said curve, a distance of 4.20 feet, to the point of tangency of said curve; thence S.80°31'26"W., a distance of 23.60 feet; thence N.86°01'32"W., a distance of 11.19 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 39°39'50"; thence Westerly along the arc of said curve, a distance of 29.08 feet, to the point of tangency of said curve; thence S.54°18'38"W., a distance of 22.30 feet; thence S.73°49'55"W., a distance of 46.15 feet; thence S.81°21'26"W., a distance of 40.62 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 49°06'26"; thence Southwesterly along the arc of said curve, a distance of 38.00 feet, to the point of tangency of said curve; thence S.32°15'00"W., a distance of 47.47 feet; thence S.30°46'18"W., a distance of 55.50 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 27°08'20"; thence Southerly along the arc of said curve, a distance of 19.89 feet, to the point of tangency of said curve; thence S.03°37'57"W., a distance of 52.74 feet; thence S.12°13'21"W., a distance of 41.77 feet; thence S.87°22'16"W., a distance of 63.12 feet; thence S.89°57'07"W., a distance of 449.42 feet to a point of curvature of a curve to the left having a radius of 600.00 feet and a central angle of 19°12'47"; thence Westerly along the arc of said curve, a distance of 201.20 feet, to the end of said curve; thence N.13°32'38"W. along a line non-tangent to said curve, a distance of 24.98 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 09°38'21"; thence Northerly along the arc of said curve, a distance of 5.05 feet, to the point of tangency of said curve; thence N.23°10'59"W., a distance of 42.97 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 21°41'16"; thence Northwesterly along the arc of said curve, a distance of 11.36 feet, to the point of tangency of said curve; thence N.44°52'15"W., a distance of 37.15 feet; thence N.20°38'40"W., a distance of 67.81 feet; thence N.04°20'48"E., a distance of 47.13 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 11°59'50"; thence Northerly along the arc of said curve, a distance of 6.28 feet, to the point of tangency of said curve; thence N.07°39'02"W., a distance of 50.87 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 07°44'43"; thence Northerly along the arc of said curve, a distance of 4.06 feet, to the point of tangency of said curve; thence N.15°23'45"W., a distance of 78.05 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 19°49'46"; thence Northwesterly along the arc of said curve, a distance of 10.38 feet, to the point of tangency of said curve; thence N.35°13'31"W., a distance of 60.21 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 47°54'30"; thence Northwesterly along the arc of said curve, a distance of 25.08 feet, to the point of tangency of said curve; thence N.83°08'02"W., a distance of 42.40 feet; thence N.10°41'36"W., a distance of 4.80 feet; thence N.02°05'21"W., a distance of 77.09 feet; thence N.00°29'29"W., a distance of 66.37 feet; thence N.04°26'34"E., a distance of 39.21 feet; thence N.64°15'59"E., a distance of 40.00 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 25°19'31"; thence Northeasterly along the arc of said curve, a distance of 13.26 feet, to the point of tangency of said curve; thence N.38°56'28"E., a distance of 54.54 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 46°54'34"; thence Northerly along the arc of said curve, a distance of 24.56 feet, to the point of tangency of said curve; thence N.07°58'06"W., a distance of 35.57 feet; thence N.11°59'04"E., a distance of 46.24 feet; thence S.86°33'07"E., a distance of 32.18 feet to a point of curvature of a curve to the left having a radius of 704.89 feet and a central angle of 25°17'43"; thence Easterly along the arc of said curve, a distance of 311.20 feet, to the POINT OF BEGINNING.

Containing 873,612 square feet or 20.0554 acres, more or less

This is NOT a Survey and Not valid without all sheets.

Jan 19, 2023 - 13:30:15

EDMEJA\A\2156\active\215613418\survey\drawing\sketch--desc\215613418v--spsk47\_rsvA.dwg

<b>SKETCH &amp; DESCRIPTION OF A TRACT OF LAND, LOCATED IN SECTION 10, TOWNSHIP 36 S., RANGE 19 E., SARASOTA COUNTY, FLORIDA</b>				 <b>Stantec</b> 6900 Professional Parkway East, Sarasota, FL 34240-8414 Phone 941-907-6900 • Fax 941-907-6910 Certificate of Authorization #07115 • www.stantec.com Licensed Professional Surveyor #7289			
TASK CODE:	DRAWN BY:	CHECKED BY:	CAD FILE:	PROJECT NO:	SHEET	DRAWING INDEX NO:	REV:
220	EDM	JRJ	215613418v--spsk47	215613418	3 OF 3	B215613418v--spsk47*	A

## EXHIBIT C

Prepared by Michael R. McKinley, Esq.  
240 S. Pineapple Ave., Tenth Floor  
Sarasota, FL 34236  
Parcel ID's:  
Sales Price: \$

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SMR 2050, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 14400 Covenant Way Lakewood, FL 34202, and **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a Florida public body corporate ("**Grantee**"), whose address is 1960 Landings Boulevard, Sarasota, Florida, 34231.

That the Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, conveys and sells to Grantee, its successors and assigns forever the following described real property (the "**Land**") in Sarasota County, Florida:

SEE **EXHIBIT A** ATTACHED HERETO AND INCORPORATED HEREIN.

To have and hold the Land in fee simple forever, together with all improvements, tenements, hereditaments, easements and appurtenances belonging to the Land.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor does hereby warrant title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

This conveyance is subject to taxes for 2023 not yet due and payable, and to the Permitted Exceptions listed on **Exhibit B** attached hereto and incorporated herein.

This conveyance is further subject to the following rights that are retained by Grantor and the restrictions set forth below (collectively, "**Restrictions**"). The term "Grantor" as used below includes the successors and assigns of Grantor. The Restrictions shall be binding upon Grantee and its successors and assigns of the Grantee and shall run with the Land.

1. Use Restriction. The Land shall be held, used and preserved only for purposes and uses for the construction, installation, operation, maintenance, repair, replacement, renovation and upgrading of a public school educating children as early as kindergarten, but not beyond eighth (8<sup>th</sup>) grade, including all appurtenant and associated public educational and instructional related works, facilities and improvements in, over, under and upon the Land, which may include, but are not limited to, public education related public buildings and facilities, internal roadways, parking, and ancillary utility and utility facilities including, without limitation, water, sewer, reuse, gas, electric, power, cable and communications, landscaping and landscaping facilities, and drainage and detention and retention facilities. The provisions of this paragraph 1 shall automatically terminate thirty (30) years from the date of this Deed.

2. Future Permits and Reports. The Land is located within the Villages of Lakewood Ranch South Development of Regional Impact ("DRI"). Provided such action shall not directly, materially and adversely interfere with the use of the Land by Grantee as described in paragraph 1, Grantee shall upon request of Grantor (provided said filing will not negatively impact the market value of Grantee's property) join in the filing of various applications, reports and other documents with appropriate governmental agencies in order to obtain binding letters of interpretation or approval of other DRI-related applications or reports. Further, Grantee will not object to Grantor's filing of various applications for the development of other land within the DRI.

3. Water Rights. No well shall be installed or used on the Land. No water shall be withdrawn from any lake that is not designated by Braden River Utilities ("BRU") as an irrigation water storage lake. Notwithstanding anything herein to the contrary, by entering into this agreement and the related documents and closing, buyer is not consenting to any real property taxation or assessment by any person or agency whatsoever. For purposes of Chapter 712, Florida Statutes, the foregoing restrictions are perpetual restrictions running with the Land that shall be deemed recorded pursuant to Chapter 403, Florida Statutes, as requirements imposed by the Florida Department of Environmental Protection to protect the public water supply in conjunction with the issuance of permits for injection of reclaimed water in proximity to the Land.

4. Drainage Systems. The wetlands and storm drainage systems existing from time to time on the Land shall be maintained in compliance with applicable permits and regulations.

5. Enforcement. The provisions of this Deed shall inure to the benefit of Grantor, its successors and assigns, provided that no party other than Grantor or its successors and assigns shall have authority to enforce same.

6. Assignment. Grantor reserves the right to assign in writing any and all of its rights, powers, duties, obligations and privileges under the restrictions in this Deed to Grantor's successors in interest, which may include the Lakewood Ranch Stewardship District, or to the property owners association of any adjacent residential developments.

7. Notices. All notices to be delivered by Grantor or Grantee to the other hereunder shall be in writing, delivered by certified mail, return receipt requested or by commercial overnight courier providing proof of delivery, and addressed to the addresses of the parties listed above or to such other address established by subsequent notice.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**GRANTOR:**

**SMR 2050, LLC**, a Florida limited liability company  
by conversion from Lakewood Ranch Corporate  
Park, Inc.

By: **SCHROEDER-MANATEE RANCH,  
INC.**, a Delaware corporation, as its  
Member

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

STATE OF FLORIDA    )  
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Schroeder-Manatee Ranch, Inc., a Delaware corporation, as sole member of SMR 2050, LLC, a Florida limited liability company, on behalf of the companies and the corporation. The above-named person is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my  
commission expires on \_\_\_\_\_.



**DEED EXHIBIT A**  
**LEGAL DESCRIPTION**

**DEED EXHIBIT B**  
**PERMITTED EXCEPTIONS**

**EXHIBIT D**  
**SELLER'S INFRASTRUCTURE IMPROVEMENTS**

Seller shall provide each of the following elements of the "Seller's Infrastructure Improvements." Such dates and the dates set forth below are subject to change for delay due to hurricane, moratorium, war, terrorism, fire, explosion and other force majeure type events beyond the reasonable control of Seller, provided that Seller shall take commercially reasonable steps to minimize the impact of any such delay. Seller's current target dates for the various elements of work are as follows:

a. Public Access. The two means of public access to the Sale Parcel are over those portions of Tract 300 as defined in that certain plat of Shellstone at Waterside, Phases 1A & 1C, recorded in the Official Records of Sarasota County at plat book 57, page 437 that connect the Sale Parcel to Lorraine Road (i.e. Sharks Eye Avenue together with portions of Florida Rock Trail and Amber Penn Drive) (the "Public Access Roads"). Seller's successor, HBT, is currently in the process of constructing the Public Access Roads necessary to provide public vehicular and pedestrian access to the Sale Parcel from Lorraine Road. However, as of the date of the Agreement, HBT has not fully completed all improvements for said Public Access Roads. Consequently, in the event HBT does not complete construction of the Public Access Roads on or before June 30, 2026, Seller must construct or cause the roadway improvements necessary to serve the Sale Parcel to be constructed by no later than June 30, 2027. Buyer and Seller expressly acknowledge and agree that so long as the Seller completes such improvements on or before June 30, 2027 (even if Sarasota County has not then accepted a dedication thereof), Seller shall have fulfilled all Seller obligations relating to access to the Sale Parcel.

**EXHIBIT E  
RECORDED EASEMENTS**

(See attached)

3/7/2023 2:01 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2994896

Prepared by Derin Parks, Esq.  
Grimes Hawkins Gladfelter & Galvano, P.L.  
1023 Manatee Avenue West  
Bradenton, Florida 34205  
941-748-0151

Doc Stamp-Deed: \$0.70

**CONSTRUCTION, ACCESS AND UTILITY EASEMENT AGREEMENT**

This **Construction, Access and Utility Easement Agreement** (the "**Agreement**") is entered into this 7<sup>th</sup> day of March, 2023 by and among **SMR 2050, LLC**, a Florida limited liability company ("**Grantor**") with an address of 14400 Covenant Way, Lakewood Ranch, FL 34202 and **HBT at Waterside East LLC**, a Florida limited liability company ("**Grantee**") having an address of 6901 Professional Parkway East, Suite 100, Sarasota, FL 34240.

**WITNESSETH:**

**WHEREAS**, Grantee purchased from Grantor the real property described in **Exhibit A** attached hereto and made a part hereof (the "**HBT Land**") for the purposes of developing a residential subdivision;

**WHEREAS**, Grantor retained ownership of an approximately twenty (20) acre parcel (the "**20-acre Parcel**") that is surrounded by the HBT Land;

**WHEREAS**, Grantee wishes to obtain a ten foot (10') wide non-exclusive public utility easement through the western portion of the 20-acre Parcel depicted on **Exhibit B** attached hereto and made a part hereof that will accommodate an underground waterline and related facilities (the "**Waterline Easement Area**");

**WHEREAS**, Grantee also wishes to obtain an easement over the two areas located within the 20-acre Parcel depicted on **Exhibit C** ("**Temporary Turnaround Easement Area #1**") and **Exhibit D** ("**Temporary Turnaround Easement Area #2**") attached hereto and made a part hereof that will serve as temporary turnaround areas for the respective northern and southern termini of two (2) roads that Grantee shall construct to the common property lines between the HBT Land and the 20-acre Parcel (Temporary Turnaround Easement Area #1 and Temporary Turnaround Easement Area #2 are hereafter sometimes collectively referred to as the "**Temporary Turnaround Easement Areas**"); and

**WHEREAS**, Grantor is willing to grant such easements and Grantee is willing to accept such easements on the terms and conditions specified in this Agreement.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby

incorporated into this Agreement.

2. **Conveyance of Easements.** Grantor hereby grants, bargains, sells and transfers to Grantee a non-exclusive easement on, over, and across the Waterline Easement Area for purposes of installation, use, maintenance, repair, and replacement of underground utilities, including waterline(s) and related facilities (the "**Waterline Easement**"). Additionally, Grantor hereby grants, bargains, sells, and transfers to Grantee a non-exclusive easement over the Temporary Turnaround Easement Areas for purposes of construction of and/or use as a cul-de-sac or turnaround for vehicular turnaround for vehicles using the roads on the HBT Land referenced above (the "**Temporary Turnaround Easements**").

3. **Permits; Indemnification.** Grantee shall at its expense obtain all necessary government approvals and permits required to perform any work (the "**Work**") in the Temporary Turnaround Easement Areas and Waterline Easement Areas (said easement areas being collectively referred to hereafter as the "**Easement Areas**") and cause all Work to be performed in compliance with applicable laws and codes, including but not limited to any construction plans approved and/or permits issued by Sarasota County. Grantee shall exercise its rights hereunder at Grantee's sole risk and shall, to the fullest extent permitted by Florida law, indemnify, defend and hold Grantor, and Grantor's members and affiliates, and their officers, directors and employees (collectively, the "**Indemnified Parties**") harmless from and against any and all loss, injury, damage, claim, liability, cost and expense (including, without limitation, reasonable attorneys' and paralegals' fees and costs through all trial and appellate levels) that may be sustained by the Indemnified Parties, caused by the use and exercise of Grantee's easement rights granted hereby. The obligations set forth in this Section shall survive any termination of this Agreement or the rights granted hereby as to any pending or subsequent claim for indemnity under this Section that is based on an occurrence prior to the date of such termination.

4. **Liens.** If any liens are filed against the Easement Areas arising out of Grantee's exercise of its rights hereunder, Grantee shall cause same to be removed from record within thirty (30) days after having actual knowledge of the lien filing.

5. **Reservation of Rights; Assignment/Dedication.** Grantor reserves the right to use the Easement Areas for purposes not inconsistent with this Agreement. Grantee anticipates that Sarasota County will require a temporary turnaround easement over and across the Turnaround Easement Areas (or portion thereof) in connection with platting of one or more portions of the HBT Land. Consequently, Grantor hereby grants to Grantee the right to unilaterally assign the Temporary Turnaround Easements to Sarasota County when and as required. Further, Grantor agrees to cooperate with Grantee as needed to facilitate such platting, including but not necessarily limited to, executing one or more temporary turnaround easements restating the material terms set forth herein on Sarasota County's preferred form for Temporary Turnaround Easement Area #1 and/or Temporary Turnaround Easement Area #2. Grantee also anticipates installing waterlines within the Waterline Easement Area that will eventually be dedicated

or conveyed to Sarasota County. Therefore, Grantor also hereby grants to Grantee the right to unilaterally assign the Waterline Easement to Sarasota County. Moreover, Grantor also agrees to cooperate with Grantee as needed to facilitate such conveyance or dedication of the Waterline Easement to Sarasota County by taking such action reasonably necessary to accomplish same, including but not limited to executing a public utility easement restating the material terms of the Waterline Easement set forth herein on Sarasota County's preferred form.

6. **Termination.** The Grantee's easement rights in and to each of the respective Temporary Turnaround Easement Areas shall terminate upon the earlier to occur of (i) the issuance of a certificate of occupancy for or completion of a school or related improvements to the 20-acre Parcel, or (ii) Grantee's release of this Easement (in whole or in part) (including recording of one or more replacement Turnaround Easements at Sarasota County's direction on Sarasota County's preferred form of turnaround easement which shall automatically operate as a replacement and release of each of the respective Temporary Turnaround Easements set forth herein that is described in the County's replacement easement). As to the Waterline Easement, the Waterline Easement granted herein shall continue until such time as Sarasota County releases or terminates said easement (including recording of a replacement Waterline Easement at Sarasota County's direction on Sarasota County's preferred form of public utility easement which shall automatically operate as a replacement and release of the Waterline Easement).

7. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. No easements, except as expressly set forth herein shall be implied by this Agreement.

8. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

9. **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by the parties as well as their respective personal representatives, heirs, successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

10. **Attorneys' Fees.** If it shall be necessary for either party to this Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, the substantially prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any



damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court through all appellate levels and in bankruptcy.

11. **Insurance.** The Grantee shall maintain in full force and effect, with a reputable insurance company or companies licensed to provide insurance in the State of Florida, a policy of commercial general liability insurance against claims of liability, bodily injury, death and property damage incurred in connection with, or in any way related to the use and exercise of the easement rights granted hereby in the Temporary Turnaround Easement Areas, including the negligent acts or omissions of the Grantee or any contractor or subcontractor of Grantee. Such insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate and shall name the Grantor as an additional insured. The Grantee shall deliver a certificate evidencing such insurance (the "**Certificate**") to the Grantor prior to exercising any of its rights under this Agreement. The Grantee shall request and use commercially reasonable efforts to obtain the insurance provider's agreement to notify the Grantor thirty (30) days in advance of any cancellation of such policy.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

***Remainder of page intentionally blank. Signatures on following page.***

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives as of the date first set forth above.

Witnesses:

[Signature]  
Witness

Susan Chaney-Prancevic

Print Name

[Signature]  
Witness

Amanda M. Zipper  
Print Name

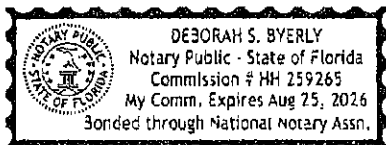
Grantor:

SMR 2050, LLC,  
a Florida limited liability company  
By its sole Member  
Schroeder-Manatee Ranch, Inc.,  
a Delaware corporation

By: [Signature]  
Name: Anthony Chiofalo  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF MANATEE

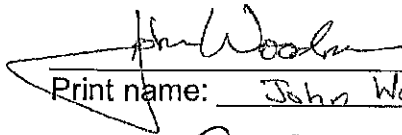
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2<sup>nd</sup> day of March, 2023, by Anthony Chiofalo, as Vice President of Schroeder-Manatee Ranch, Inc., a Delaware corporation, as sole member of SMR 2050, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ☐ has produced a                                  driver's license or ☐                                  as identification.

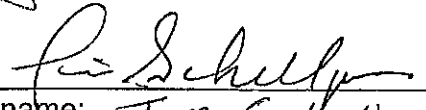


(Notary Seal)

[Signature]  
Print Name: Deborah S. Byerly  
Notary Public: State of Florida  
My Commission Number: HH 259265  
My Commission Expires: August 25, 2026

**Witnesses:**


  
Print name: John Woodman

  
Print name: Tim Schellenger

**Grantee:**

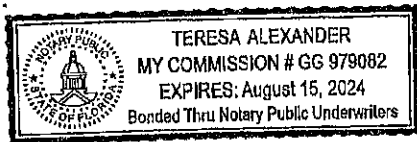
HBT at Waterside East LLC,  
a Florida limited liability company

By: Towne Realty, Inc., a Wisconsin  
corporation, its sole member


By:   
Name: Kohn Bennett  
Title: Vice-President

STATE OF FLORIDA                     )  
COUNTY OF Sarasota             )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2<sup>nd</sup> day of March, 2023, by Kohn Bennett, as Vice president of Towne Realty, Inc., a Wisconsin corporation, as the sole member of HBT at Waterside East LLC, a Florida limited liability company, on behalf of the limited liability company, who ☒ is personally known to me or ☐ has presented \_\_\_\_\_ as identification. If no type of identification is indicated, said person is personally known to me.



(Notary Seal)

  
Print Name: Teresa Alexander  
Notary Public: State of Florida  
My Commission Number: GG 979082  
My Commission Expires: Aug 15, 2024

**EXHIBIT A**  
**THE LAND**

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Sections 3, 10 & 11, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of Lorraine Road (120' wide right-of-way) recorded in Official Records Instrument Number 2020146620 of the Public Records of Sarasota County, Florida, also being the northwest corner of Lot 100, Waterside Neighborhood 8, Unit 1 recorded in Plat Book 54, Page 216 of said Public Records; the following fourteen (14) calls are along the easterly right-of-way line of said Lorraine Road: (1) thence S.00°01'25"W., a distance of 380.82 feet to a point of curvature of a curve to the left having a radius of 1,040.00 feet and a central angle of 01°29'05"; (2) thence Southerly along the arc of said curve, a distance of 26.95 feet, to a point of curvature of a compound curve to the left having a radius of 25.00 feet and a central angle of 93°50'29"; (3) thence Southeasterly along the arc of said curve, a distance of 40.95 feet, to the end of said curve; (4) thence S.05°18'09"E. along a line non-tangent to said curve, a distance of 86.00 feet to the point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 93°50'29"; (5) thence Southwesterly along the arc of said curve, a distance of 40.95 feet, said curve having a chord bearing and distance of S.37°46'36"W., 36.52 feet, to a point of curvature of a compound curve to the left having a radius of 1,040.00 feet and a central angle of 31°38'30"; (6) thence Southeasterly along the arc of said curve, a distance of 574.34 feet, to the point of tangency of said curve; (7) thence S.40°47'08"E., a distance of 271.47 feet to a point of curvature of a curve to the right having a radius of 910.00 feet and a central angle of 40°30'02"; (8) thence Southerly along the arc of said curve, a distance of 643.25 feet, to the point of tangency of said curve; (9) thence S.00°17'06"E., a distance of 121.70 feet to a point of curvature of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00"; (10) thence Southeasterly along the arc of said curve, a distance of 39.27 feet, to the end of said curve; (11) thence S.00°17'06"E. along a line non-tangent to said curve, a distance of 86.00 feet to the point of curvature of a non-tangent curve to the left, having a radius of 25.00 feet and a central angle of 90°00'00"; (12) thence Southwesterly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of S.44°42'54"W., 35.36 feet, to the point of tangency of said curve; (13) thence S.00°17'06"E., a distance of 2,942.08 feet to a point of curvature of a curve to the left having a radius of 1,000.00 feet and a central angle of 16°54'08"; (14) thence Southerly along the arc of said curve, a distance of 295.00 feet, to the end of the curve, said point being the POINT OF BEGINNING; thence N.67°28'36"E., a distance of 126.60 feet to the point of curvature of a non-tangent curve to the left, having a radius of 421.00 feet and a central angle of 02°25'33"; thence Southeasterly along the arc of said curve, a distance of 17.82 feet, said curve having a chord bearing and distance of S.39°58'01"E., 17.82 feet, to a point of curvature of a reverse curve to the right having a radius of 25.00 feet and a central angle of 27°02'51"; thence Southeasterly along the arc of said curve, a distance of 11.80 feet, to the end of said curve; thence N.90°00'00"E. along a line non-tangent to said curve, a distance of 79.88 feet; thence N.40°42'21"E., a distance of 171.92 feet to the point of curvature of a non-tangent curve to the left, having a radius of 709.24 feet and a central angle of 32°17'23"; thence Easterly along the arc of said curve, a distance of 399.70 feet, said curve having a chord bearing and distance of S.84°37'32"E., 394.43 feet, to the point of tangency of said curve; thence N.79°13'47"E., a distance of 112.26 feet to a point of curvature of a curve to the right having a radius of 1,450.00 feet and a central angle of 17°27'03"; thence Easterly along the arc of said curve, a distance of

441.63 feet, to the end of said curve; thence S.26°37'32"E. along a line non-tangent to said curve, a distance of 84.23 feet; thence S.77°45'57"E., a distance of 104.12 feet; thence N.79°36'06"E., a distance of 38.32 feet; thence S.50°48'19"E., a distance of 434.01 feet; thence S.21°21'55"E., a distance of 86.73 feet; thence S.13°30'43"E., a distance of 223.21 feet; thence S.07°11'08"W., a distance of 68.49 feet; thence S.17°13'56"W., a distance of 352.00 feet; thence S.15°50'42"E., a distance of 313.87 feet; thence S.32°38'18"E., a distance of 118.70 feet; thence S.27°34'46"E., a distance of 210.26 feet to a point of curvature of a curve to the left having a radius of 70.00 feet and a central angle of 68°54'58"; thence Southeasterly along the arc of said curve, a distance of 84.20 feet, to the point of tangency of said curve; thence N.83°30'16"E., a distance of 99.98 feet; thence N.89°13'56"E., a distance of 832.72 feet; thence N.87°13'37"E., a distance of 189.70 feet; thence N.61°59'06"E., a distance of 61.67 feet; thence N.33°20'57"E., a distance of 213.20 feet; thence N.23°51'01"W., a distance of 68.67 feet; thence N.41°02'39"W., a distance of 242.25 feet to a point of curvature of a curve to the left having a radius of 35.00 feet and a central angle of 66°52'10"; thence Westerly along the arc of said curve, a distance of 40.85 feet, to the point of tangency of said curve; thence S.72°05'11"W., a distance of 109.99 feet; thence N.86°41'26"W., a distance of 218.82 feet to a point of curvature of a curve to the right having a radius of 180.00 feet and a central angle of 45°55'34"; thence Northwesterly along the arc of said curve, a distance of 144.28 feet, to the point of tangency of said curve; thence N.40°45'52"W., a distance of 58.76 feet to a point of curvature of a curve to the right having a radius of 260.00 feet and a central angle of 63°15'40"; thence Northerly along the arc of said curve, a distance of 287.07 feet, to the point of tangency of said curve; thence N.22°29'49"E., a distance of 310.46 feet; thence N.59°30'11"E., a distance of 106.03 feet; thence N.69°00'52"E., a distance of 169.41 feet; thence S.59°01'04"E., a distance of 145.23 feet; thence S.50°27'04"E., a distance of 93.42 feet; thence S.32°56'30"E., a distance of 213.79 feet; thence S.11°36'50"E., a distance of 130.27 feet; thence S.05°59'31"E., a distance of 111.76 feet; thence S.06°13'50"W., a distance of 116.78 feet; thence S.36°59'06"E., a distance of 157.02 feet; thence S.58°06'41"E., a distance of 95.08 feet; thence S.81°53'37"E., a distance of 125.25 feet; thence N.69°17'56"E., a distance of 295.11 feet; thence N.77°23'37"E., a distance of 80.32 feet; thence N.47°36'59"E., a distance of 40.84 feet; thence N.20°48'06"E., a distance of 91.64 feet; thence N.46°03'48"E., a distance of 269.81 feet; thence N.20°34'01"E., a distance of 430.14 feet; thence N.22°13'19"E., a distance of 76.41 feet; thence S.67°29'39"E., a distance of 168.16 feet to the point of curvature of a non-tangent curve to the left, having a radius of 5,026.00 feet and a central angle of 00°26'53"; thence Southerly along the arc of said curve, a distance of 39.31 feet, said curve having a chord bearing and distance of S.22°03'14"W., 39.31 feet, to the end of said curve; thence S.68°10'13"E. along a line non-tangent to said curve, a distance of 62.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 15.00 feet and a central angle of 90°35'26"; thence Northeasterly along the arc of said curve, a distance of 23.72 feet, said curve having a chord bearing and distance of N.67°07'30"E., 21.32 feet, to the point of tangency of said curve; thence S.67°34'47"E., a distance of 408.86 feet to a point of curvature of a curve to the left having a radius of 362.00 feet and a central angle of 41°08'49"; thence Easterly along the arc of said curve, a distance of 259.97 feet, to the end of said curve; thence S.67°31'00"E. along a line non-tangent to said curve, a distance of 43.62 feet; thence N.66°00'43"E., a distance of 190.47 feet to a point of curvature of a curve to the right having a radius of 200.00 feet and a central angle of 36°48'16"; thence Easterly along the arc of said curve, a distance of 128.47 feet, to the point of tangency of said curve; thence S.77°11'01"E., a distance of 26.58 feet; thence S.20°38'56"W., a distance of 202.56 feet to the westerly line of a tract of land described in Official Records Instrument Number 2004006437 of said Public Records; the following forty-two (42) calls are along said westerly line: (1) thence S.66°00'43"W., a distance of 277.38 feet; (2) thence S.38°35'54"W., a distance of 115.48 feet; (3) thence S.21°26'24"W., a distance of 103.42 feet; (4) thence S.05°53'22"E., a distance of 107.51 feet; (5) thence S.79°58'41"E., a

distance of 212.81 feet; (6) thence S.72°56'14"E., a distance of 217.53 feet; (7) thence N.80°43'16"E., a distance of 231.88 feet; (8) thence S.77°30'38"E., a distance of 93.80 feet; (9) thence S.23°04'35"E., a distance of 558.56 feet; (10) thence S.28°33'47"E., a distance of 407.11 feet; (11) thence S.16°00'56"E., a distance of 87.56 feet; (12) thence S.07°29'10"E., a distance of 280.34 feet; (13) thence S.55°38'02"E., a distance of 282.83 feet; (14) thence S.31°23'46"E., a distance of 329.30 feet; (15) thence S.18°41'22"E., a distance of 136.36 feet; (16) thence S.04°31'31"E., a distance of 327.08 feet; (17) thence S.16°55'13"E., a distance of 224.49 feet; (18) thence S.13°19'27"E., a distance of 818.98 feet; (19) thence S.44°25'56"W., a distance of 263.71 feet; (20) thence N.73°03'31"W., a distance of 482.32 feet; (21) thence N.80°53'21"W., a distance of 105.01 feet; (22) thence S.77°14'33"W., a distance of 214.27 feet; (23) thence N.86°48'33"W., a distance of 268.69 feet; (24) thence S.87°40'39"W., a distance of 186.29 feet; (25) thence N.19°40'41"W., a distance of 331.24 feet; (26) thence N.61°48'56"W., a distance of 217.31 feet; (27) thence N.82°22'54"W., a distance of 279.99 feet; (28) thence S.11°56'14"W., a distance of 466.48 feet; (29) thence S.84°00'09"W., a distance of 296.22 feet; (30) thence N.71°34'04"W., a distance of 200.65 feet; (31) thence S.89°06'28"W., a distance of 110.56 feet; (32) thence S.75°14'04"W., a distance of 415.69 feet; (33) thence N.78°17'26"W., a distance of 146.72 feet; (34) thence N.32°18'47"W., a distance of 231.21 feet; (35) thence N.01°38'32"E., a distance of 255.17 feet; (36) thence N.79°01'06"W., a distance of 271.62 feet; (37) thence S.68°58'56"W., a distance of 64.27 feet; (38) thence S.69°16'04"W., a distance of 212.29 feet; (39) thence N.74°48'51"W., a distance of 132.91 feet; (40) thence N.79°25'24"W., a distance of 159.04 feet; (41) thence S.03°04'40"W., a distance of 144.39 feet; (42) thence S.32°36'32"W. along said westerly line and its westerly extension, a distance of 424.63 feet to the abovementioned easterly right-of-way line of Lorraine Road; the following twenty-one (21) calls are along the easterly right-of-way line of said Lorraine Road: (1) thence N.16°36'10"W., a distance of 165.05 feet to a point of curvature of a curve to the left having a radius of 1,203.00 feet and a central angle of 08°24'16"; (2) thence Northerly along the arc of said curve, a distance of 176.46 feet, to a point of curvature of a reverse curve to the right having a radius of 25.00 feet and a central angle of 86°49'32"; (3) thence Northerly along the arc of said curve, a distance of 37.88 feet, to the end of said curve; (4) thence N.28°09'03"W. along a line non-tangent to said curve, a distance of 86.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 87°19'22"; (5) thence Westerly along the arc of said curve, a distance of 38.10 feet, said curve having a chord bearing and distance of N.74°31'13"W., 34.52 feet, to the point of tangency of said curve; (6) thence N.30°51'32"W., a distance of 528.30 feet to a point of curvature of a curve to the right having a radius of 4,731.00 feet and a central angle of 04°49'13"; (7) thence Northwesterly along the arc of said curve, a distance of 398.02 feet, to the point of tangency of said curve; (8) thence N.26°02'19"W., a distance of 525.69 feet to a point of curvature of a curve to the left having a radius of 1,185.00 feet and a central angle of 10°53'14"; (9) thence Northwesterly along the arc of said curve, a distance of 225.17 feet, to a point of curvature of a reverse curve to the right having a radius of 25.00 feet and a central angle of 86°46'42"; (10) thence Northerly along the arc of said curve, a distance of 37.86 feet, to the end of said curve; (11) thence N.38°52'25"W. along a line non-tangent to said curve, a distance of 86.02 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 90°00'00"; (12) thence Westerly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of N.85°08'51"W., 35.36 feet, to the point of tangency of said curve; (13) thence N.40°08'51"W., a distance of 334.21 feet to a point of curvature of a curve to the right having a radius of 2,700.00 feet and a central angle of 04°55'49"; (14) thence Northwesterly along the arc of said curve, a distance of 232.33 feet, to the point of tangency of said curve; (15) thence N.35°13'02"W., a distance of 1,481.03 feet to a point of curvature of a curve to the right having a radius of 9,940.00 feet and a central angle of 03°49'33"; (16) thence Northwesterly along the arc of said curve, a distance of 663.73 feet, to a point of curvature of a

compound curve to the right having a radius of 1,000.00 feet and a central angle of 04°52'07"; (17) thence Northwesterly along the arc of said curve, a distance of 84.98 feet, to the point of curvature of a compound curve to the right having a radius of 25.00 feet and a central angle of 93°59'57"; (18) thence Northerly along the arc of said curve, a distance of 41.01 feet, to the end of said curve; (19) thence N.22°31'24"W. along a line non-tangent to said curve, a distance of 86.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 93°59'57"; (20) thence Northwesterly along the arc of said curve, a distance of 41.01 feet, said curve having a chord bearing and distance of N.65°31'26"W., 36.57 feet, to a point of curvature of a compound curve to the right having a radius of 1,000.00 feet and a central angle of 01°20'13"; (21) thence Northerly along the arc of said curve, a distance of 23.33 feet, to the POINT OF BEGINNING.

Containing 17,612,390 square feet or 404.3248 acres, more or less.

LESS AND EXCEPT TRACT 1:

A tract of land of lying in Section 10, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 10, Township 36 South, Range 19 East; thence N.89°37'49"W. along the north line of said Section 10, a distance of 950.46 feet; thence S.00°22'11"W., a distance of 2,398.36 feet to the POINT OF BEGINNING; thence N.68°09'10"E., a distance of 547.30 feet; thence S.02°42'36"W., a distance of 7.90 feet; thence S.12°25'36"W., a distance of 61.52 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 58°48'33"; thence Southerly along the arc of said curve, a distance of 30.79 feet, to the point of tangency of said curve; thence S.46°22'57"E., a distance of 50.75 feet; thence S.19°37'02"E., a distance of 32.49 feet; thence S.15°08'45"E., a distance of 53.99 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 46°31'28"; thence Southeasterly along the arc of said curve, a distance of 24.36 feet, to the point of tangency of said curve; thence S.61°40'13"E., a distance of 84.73 feet; thence S.63°18'18"E., a distance of 64.26 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 06°26'57"; thence Southeasterly along the arc of said curve, a distance of 3.38 feet, to the point of tangency of said curve; thence S.69°45'14"E., a distance of 24.06 feet; thence S.36°22'29"E., a distance of 40.72 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 40°32'45"; thence Southeasterly along the arc of said curve, a distance of 21.23 feet, to the point of tangency of said curve; thence S.76°55'14"E., a distance of 39.51 feet; thence S.03°36'16"W., a distance of 371.18 feet; thence S.86°15'03"W., a distance of 33.83 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 05°43'37"; thence Westerly along the arc of said curve, a distance of 4.20 feet, to the point of tangency of said curve; thence S.80°31'26"W., a distance of 23.60 feet; thence N.86°01'32"W., a distance of 11.19 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 39°39'50"; thence Westerly along the arc of said curve, a distance of 29.08 feet, to the point of tangency of said curve; thence S.54°18'38"W., a distance of 22.30 feet; thence S.73°49'55"W., a distance of 46.15 feet; thence S.81°21'26"W., a distance of 40.62 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 49°06'26"; thence Southwesterly along the arc of said curve, a distance of 36.00 feet, to the point of tangency of said curve; thence S.32°15'00"W., a distance of 47.47 feet; thence S.30°46'18"W., a distance of 55.50 feet to a point of curvature of a curve to the left having a radius of 42.00 feet and a central angle of 27°08'20"; thence Southerly along the arc of said curve, a distance of 19.89 feet, to the point of tangency of said curve; thence S.03°37'57"W., a



distance of 52.74 feet; thence S.12°13'21"W., a distance of 41.77 feet; thence S.87°22'16"W., a distance of 63.12 feet; thence S.89°57'07"W., a distance of 449.42 feet to a point of curvature of a curve to the left having a radius of 600.00 feet and a central angle of 19°12'47"; thence Westerly along the arc of said curve, a distance of 201.20 feet, to the end of said curve; thence N.13°32'38"W. along a line non-tangent to said curve, a distance of 24.98 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 09°38'21"; thence Northerly along the arc of said curve, a distance of 5.05 feet, to the point of tangency of said curve; thence N.23°10'59"W., a distance of 42.97 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 21°41'16"; thence Northwesterly along the arc of said curve, a distance of 11.36 feet, to the point of tangency of said curve; thence N.44°52'15"W., a distance of 37.15 feet; thence N.20°36'40"W., a distance of 67.81 feet; thence N.04°20'48"E., a distance of 47.13 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 11°59'50"; thence Northerly along the arc of said curve, a distance of 6.28 feet, to the point of tangency of said curve; thence N.07°39'02"W., a distance of 50.87 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 07°44'43"; thence Northerly along the arc of said curve, a distance of 4.06 feet, to the point of tangency of said curve; thence N.15°23'45"W., a distance of 78.05 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 19°49'46"; thence Northwesterly along the arc of said curve, a distance of 10.38 feet, to the point of tangency of said curve; thence N.35°13'31"W., a distance of 60.21 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 47°54'30"; thence Northwesterly along the arc of said curve, a distance of 25.08 feet, to the point of tangency of said curve; thence N.83°08'02"W., a distance of 42.40 feet; thence N.10°41'36"W., a distance of 4.80 feet; thence N.02°05'21"W., a distance of 77.09 feet; thence N.00°29'29"W., a distance of 66.37 feet; thence N.04°26'34"E., a distance of 39.21 feet; thence N.64°15'59"E., a distance of 40.00 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 25°19'31"; thence Northeasterly along the arc of said curve, a distance of 13.26 feet, to the point of tangency of said curve; thence N.38°56'28"E., a distance of 54.54 feet to a point of curvature of a curve to the left having a radius of 30.00 feet and a central angle of 46°54'34"; thence Northerly along the arc of said curve, a distance of 24.56 feet, to the point of tangency of said curve; thence N.07°58'06"W., a distance of 35.57 feet; thence N.11°59'04"E., a distance of 46.24 feet; thence S.86°33'07"E., a distance of 32.18 feet to a point of curvature of a curve to the left having a radius of 704.89 feet and a central angle of 25°17'43"; thence Easterly along the arc of said curve, a distance of 311.20 feet, to the POINT OF BEGINNING.

Containing 873,601 square feet or 20.0551 acres, more or less

#### LESS AND EXCEPT TRACT 2:

A tract of land of lying in Section 10, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 10, Township 36 South, Range 19 East; thence N.89°37'49"W. along the north line of said Section 10, a distance of 1,093.29 feet; thence S.00°22'11"W., a distance of 3,263.36 feet to the POINT OF BEGINNING; thence S.13°00'59"W., a distance of 80.00 feet; thence N.76°59'01"W., a distance of 65.00 feet; thence N.13°00'59"E., a distance of 80.00 feet; thence S.76°59'01"E., a distance of 65.00 feet to the POINT OF BEGINNING.

Containing 5,200 square feet or 0.1194 acres, more or less.

Described tract contains 16,733,588 square feet or 384.1503 acres, more or less.

**EXHIBIT B**  
**THE WATERLINE EASEMENT**

(See attached sketch and description)

**LEGEND:**

CCR = CERTIFIED CORNER RECORD  
 ORI = OFFICIAL RECORDS INSTRUMENT  
 ORB = OFFICIAL RECORDS BOOK  
 PID = PROPERTY IDENTIFICATION NUMBER  
 SF = SQUARE FEET  
 AC = ACREAGE  
 ± = MORE OR LESS  
 DELTA = CENTRAL ANGLE

**POINT OF COMMENCEMENT**

NORTHEAST CORNER OF SECTION 10  
 CCR # 107764

N89°37'49"W 1,224.85'  
 (BEARING BASIS)

NORTH LINE OF SECTION 10

**POINT OF BEGINNING**

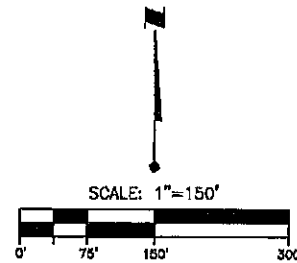
FUTURE  
SCHOOL SITE

**PUBLIC UTILITY  
EASEMENT**  
 8,329 SF OR  
 0.1912 AC±

PID 0197010001

PROPOSED  
SHELLSTONE AT WATERSIDE  
PHASES 1A, 1B, 1C & 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°26'53"W	42.95'
L2	S17°00'50"E	155.34'
L3	N17°00'50"W	155.34'
L4	N03°26'53"E	42.60'



REV. A; REVISED BOUNDARY & DESCRIPTION; EDM; 03/01/23  
 Mar 01, 2023 - 09:38:41

This is NOT a Survey and Not valid without all sheets.  
 EDMEJIA\2158\active\215813418\survey\drawing\sketch-desc\215813418v-spsk81\_revA.dwg

SKETCH & DESCRIPTION OF A  
 PUBLIC UTILITY EASEMENT, LOCATED IN  
 SECTION 10, TOWNSHIP 36 S., RANGE 19 E.,  
 SARASOTA COUNTY, FLORIDA



**Stantec**

9000 Professional Parkway East, Sarasota, FL 34243-8414  
 Phone 941-407-6900 • Fax 941-407-6910  
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 Licensed Professional Surveyor

TASK CODE: 220	DRAWN BY: EDM	CHECKED BY: JRJ	CAD FILE: 215813418v-spsk81	PROJECT NO: 215813418	SHEET 1 OF 2	DRAWING INDEX NO: B215813418v-spsk81*	REV. A
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DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Section 10, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 10, Township 36 South, Range 19 East; thence N.89°37'49"W. along the north line of said Section 10, a distance of 1,224.85 feet; thence S.00°22'11"W., a distance of 2,450.65 feet to the POINT OF BEGINNING; thence S.03°26'53"W., a distance of 42.95 feet to a point of curvature of a curve to the right having a radius of 2,030.00 feet and a central angle of 04°01'32"; thence Southerly along the arc of said curve, a distance of 142.63 feet, to the point of curvature of a reverse curve to the left having a radius of 544.00 feet and a central angle of 24°29'16"; thence Southerly along the arc of said curve, a distance of 232.50 feet, to the point of tangency of said curve; thence S.17°00'50"E., a distance of 155.34 feet to a point of curvature of a curve to the left having a radius of 270.00 feet and a central angle of 45°02'49"; thence Southeasterly along the arc of said curve, a distance of 212.28 feet, to the point of curvature of a reverse curve to the right having a radius of 230.00 feet and a central angle of 11°57'50"; thence Southeasterly along the arc of said curve, a distance of 48.03 feet, to the point of curvature of a non-tangent curve to the left, having a radius of 600.00 feet and a central angle of 01°24'57"; thence Westerly along the arc of said curve, a distance of 14.83 feet, said curve having a chord bearing and distance of S.86°06'52"W., 14.83 feet, to the point of curvature of a non-tangent curve to the left, having a radius of 220.00 feet and a central angle of 09°10'31"; thence Northwesterly along the arc of said curve, a distance of 35.23 feet, said curve having a chord bearing and distance of N.57°28'24"W., 35.19 feet, to the point of curvature of a reverse curve to the right having a radius of 280.00 feet and a central angle of 45°02'49"; thence Northwesterly along the arc of said curve, a distance of 220.14 feet, to the point of tangency of said curve; thence N.17°00'50"W., a distance of 155.34 feet to a point of curvature of a curve to the right having a radius of 554.00 feet and a central angle of 24°29'16"; thence Northerly along the arc of said curve, a distance of 236.78 feet, to the point of curvature of a reverse curve to the left having a radius of 2,020.00 feet and a central angle of 04°01'32"; thence Northerly along the arc of said curve, a distance of 141.93 feet, to the point of tangency of said curve; thence N.03°26'53"E., a distance of 42.60 feet to the point of curvature of a non-tangent curve to the left, having a radius of 704.89 feet and a central angle of 00°48'48"; thence Easterly along the arc of said curve, a distance of 10.01 feet, said curve having a chord bearing and distance of S.88°35'04"E., 10.01 feet, to the POINT OF BEGINNING.

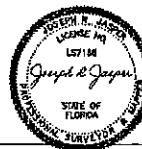
Containing 8,329 square feet or 0.1912 acres, more or less.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	2,030.00'	4°01'32"	142.63'	142.60'	S05°27'40"W
C2	544.00'	24°29'16"	232.50'	230.74'	S04°46'12"E
C3	270.00'	45°02'49"	212.28'	206.85'	S39°32'15"E
C4	230.00'	11°57'50"	48.03'	47.94'	S56°04'44"E
C5	600.00'	1°24'57"	14.83'	14.83'	S86°06'52"W

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C6	220.00'	9°10'31"	35.23'	35.19'	N57°28'24"W
C7	280.00'	45°02'49"	220.14'	214.51'	N39°32'15"W
C8	554.00'	24°29'16"	236.78'	234.98'	N04°46'12"W
C9	2,020.00'	4°01'32"	141.93'	141.90'	N05°27'40"E
C10	704.89'	0°48'48"	10.01'	10.01'	S88°35'04"E

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH LINE OF SECTION 10, BEING N89°37'49"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed  
by Joseph R  
Jasper  
Date: 2023.03.01  
10:43:56 -05'00'

Joseph R. Jasper, P.S.M.  
Florida Registration No. 7168

Date of Signature

REV.A; REVISED BOUNDARY & DESCRIPTION; EDM; 03/01/23  
Mar 01, 2023 ~ 09:28:41

This is NOT a Survey and Not valid without all sheets.  
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SKETCH & DESCRIPTION OF A  
PUBLIC UTILITY EASEMENT, LOCATED IN  
SECTION 10, TOWNSHIP 36 S., RANGE 19 E.,  
SARASOTA COUNTY, FLORIDA



TASK CODE: 220	DRAWN BY: EDM	CHECKED BY: JRJ	CAD FILE: 215613418v--spak61	PROJECT NO: 215613418	SHEET 2 OF 2	DRAWING INDEX NO: B215613418v--spak61*	REV: A
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**EXHIBIT C**  
**TEMPORARY TURNAROUND EASEMENT AREA #1**

(see attached sketch and description)

**LEGEND:**

CCR = CERTIFIED CORNER RECORD  
 ORI = OFFICIAL RECORDS INSTRUMENT  
 ORB = OFFICIAL RECORDS BOOK  
 PID = PROPERTY IDENTIFICATION NUMBER  
 SF = SQUARE FEET  
 AC = ACREAGE  
 ± = MORE OR LESS  
 DELTA = CENTRAL ANGLE

**POINT OF COMMENCEMENT**

NORTHEAST CORNER OF SECTION 10  
 CCR # 107764

N89°37'49"W 1,170.97'  
 (BEARING BASIS)

NORTH LINE OF SECTION 10

**POINT OF BEGINNING**

L4

C1

L1

L2

FUTURE  
SCHOOL SITE

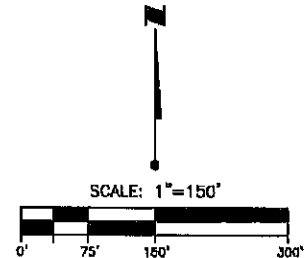
**TEMPORARY  
TURN AROUND  
EASEMENT**

12,361 SF OR  
 0.2838 AC±

PID 0197010001

PROPOSED  
SHELLSTONE AT WATERSIDE  
PHASES 1A, 1B, 1C & 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°26'53"W	127.21'
L2	N86°33'07"W	100.00'
L3	N03°26'53"E	122.22'
L4	S86°33'07"E	16.28'



REV. A; REVISED BOUNDARY & DESCRIPTION; EDM; 03/01/23  
 Mar 01, 2023 - 10:06:24

This is NOT a Survey and Not valid without all sheets.  
 EDM: JIA/V/215613418/survey/drawing/sketch-dead/215613418v-spsk62\_revA.dwg

SKETCH & DESCRIPTION OF A  
 TEMPORARY TURN AROUND EASEMENT, LOCATED IN  
 SECTION 10, TOWNSHIP 36 S., RANGE 19 E.,  
 SARASOTA COUNTY, FLORIDA



**Stantec**

0920 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone (941) 407-6800 • Fax (941) 407-6410  
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 Licensed Business Number 1086

TASK CODE: 220	DRAWN BY: EDM	CHECKED BY: JRJ	CAD FILE: 215613418v-spsk62	PROJECT NO: 215613418	SHEET 1 OF 2	DRAWING INDEX NO: B215613418v-spsk62*	REV. A
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DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Section 10, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

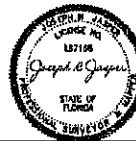
Commence at the northeast corner of Section 10, Township 36 South, Range 19 East; thence N.89°37'49"W. along the north line of said Section 10, a distance of 1,170.97 feet; thence S.00°22'11"W., a distance of 2,449.19 feet to the POINT OF BEGINNING; thence S.03°26'53"W., a distance of 127.17 feet; thence N.86°33'07"W., a distance of 100.00 feet; thence N.03°26'53"E., a distance of 122.22 feet; thence S.86°33'07"E., a distance of 16.28 feet to a point of curvature of a curve to the left having a radius of 704.89 feet and a central angle of 05°49'16"; thence Easterly along the arc of said curve, a distance of 83.92 feet, to the POINT OF BEGINNING.

Containing 12,381 square feet or 0.2838 acres, more or less

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	704.89'	6°49'16"	83.92'	83.87'	S89°57'46"E

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH LINE OF SECTION 10, BEING N89°37'49"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed  
by Joseph R  
Jasper

Date: 2023.03.01  
10:44:33 -05'00'

Joseph R. Jasper, P.S.M.  
Florida Registration No. 7168

Date of Signature

REV A; REVISED BOUNDARY & DESCRIPTION; EDM; 03/01/23  
Mar 01, 2023 -- 10:08:24

This is NOT a Survey and Not valid without all sheets.  
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SKETCH & DESCRIPTION OF A  
TEMPORARY TURN AROUND EASEMENT, LOCATED IN  
SECTION 10, TOWNSHIP 36 S., RANGE 19 E.,  
SARASOTA COUNTY, FLORIDA



**Stantec**

9920 Professional Parkway East, Sarasota, FL 34236-8414  
Phone 941-907-6000 • Fax 941-907-6810  
Certificate of Authorization 027013 • www.stantec.com  
Licenses: Surveyor Number 7056

TASK CODE:	DRAWN BY:	CHECKED BY:	CAD FILE:	PROJECT NO:	SHEET	DRAWING INDEX NO:	REV:
220	EDM	JRW	215613418v--spsk62	215613418	2 OF 2	B215613418v--spsk62*	A



**EXHIBIT D**  
**TEMPORARY TURNAROUND EASEMENT AREA #2**

(see attached sketch and description)

**LEGEND:**

CCR = CERTIFIED CORNER RECORD  
 ORI = OFFICIAL RECORDS INSTRUMENT  
 ORB = OFFICIAL RECORDS BOOK  
 PID = PROPERTY IDENTIFICATION NUMBER  
 SF = SQUARE FEET  
 AC = ACREAGE  
 ± = MORE OR LESS  
 DELTA = CENTRAL ANGLE

**POINT OF COMMENCEMENT**

NORTHEAST CORNER OF SECTION 10  
 CCR # 107764

N89°37'48"W 1,132.85'  
 (BEARING BASIS)

NORTH LINE OF SECTION 10

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N80°36'45"E	100.00'
L2	S09°23'16"E	113.88'
L3	N09°23'15"W	113.88'

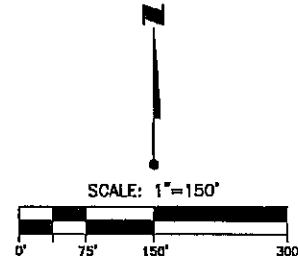
PID 0197010001

FUTURE  
SCHOOL SITE

TEMPORARY  
TURN AROUND  
EASEMENT  
11,249 SF OR  
0.2582 AC±

PROPOSED  
SHELLSTONE AT WATERSIDE  
PHASES 1A, 1B, 1C & 2

POINT OF  
BEGINNING



Nov 22, 2022 - 09:28:00 This is NOT a Survey and Not valid without all sheets.  
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SKETCH & DESCRIPTION OF A  
 TEMPORARY TURN AROUND EASEMENT, LOCATED IN  
 SECTION 10, TOWNSHIP 36 S., RANGE 19 E.,  
 SARASOTA COUNTY, FLORIDA



**Stantec**

6920 Professional Parkway East, Sarasota, FL 34240-6414  
 Phone 941-407-6500 • Fax 941-407-6610  
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 Licensed Professional Engineer

TASK CODE: 220	DRAWN BY: EDM	CHECKED BY: JRJ	CAD FILE: 215613418v-spsk63	PROJECT NO: 215613418	SHEET 1 OF 2	DRAWING INDEX NO: B215613418v-spsk63*	REV:
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DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land of lying in Section 10, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 10, Township 36 South, Range 19 East; thence N.89°37'49"W. along the north line of said Section 10, a distance of 1,132.85 feet; thence S.00°22'11"W., a distance of 3,104.53 feet to the POINT OF BEGINNING; thence N.80°36'45"E., a distance of 100.00 feet; thence S.09°23'15"E., a distance of 113.88 feet to the point of curvature of a non-tangent curve to the left, having a radius of 600.00 feet and a central angle of 09°33'37"; thence Westerly along the arc of said curve, a distance of 100.12 feet, said curve having a chord bearing and distance of S.80°36'45"W., 100.00 feet, to the end of said curve; thence N.09°23'15"W. along a line non-tangent to said curve, a distance of 113.88 feet to the POINT OF BEGINNING.

Containing 11,249 square feet or 0.2582 acres, more or less.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	600.00'	9°33'37"	100.12'	100.00'	S80°36'45"W

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH LINE OF SECTION 10, BEING N89°37'49"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



Digitally signed  
by Joseph R  
Jasper

Date: 2023.01.23  
09:21:45 -05'00'

Joseph R. Jasper, P.S.M.  
Florida Registration No. 7168

Date of Signature

Nov 22, 2022 -- 09:28:00 This is NOT a Survey and Not valid without all sheets.  
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SKETCH & DESCRIPTION OF A  
TEMPORARY TURN AROUND EASEMENT, LOCATED IN  
SECTION 10, TOWNSHIP 36 S., RANGE 19 E.,  
SARASOTA COUNTY, FLORIDA



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Or State of Authorization: 007013 • www.stantec.com  
License Number: 137168

TASK CODE: 220	DRAWN BY: EDM	CHECKED BY: JRJ	CAD FILE: 215813418v--spsk63	PROJECT NO: 215813418	SHEET 2 OF 2	DRAWING INDEX NO: B215813418v--spsk63*	REV
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**EXHIBIT F – Intentionally Deleted**



**February 6, 2024 Board Meeting**  
**Agenda Item 30.**

**Title**

APPROVAL OF THE EMPOWER RECORDKEEPING SERVICES SCHEDULE CONTRACT FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FL 401K PLAN EFFECTIVE MARCH 1, 2024

**Description**

Prudential Retirement has acted as the School Boards sole provider of the 401(k) plan since 1988 when previous leadership was able to add a 401(k) to the School Board's voluntary retirement offerings. In addition to the 401(k), the School Board also offers voluntary 403(b) plans. The 401(k) and 403(b) plans are funded 100% by employee contributions.

Effective April 1, 2022, Empower officially acquired the full-service retirement business of Prudential via an acquisition. Empower will be integrating the School Board of Sarasota County Schools 401(k) plan from Prudential's recordkeeping system to the Empower recordkeeping system effective March 1, 2024.

Empower is a recognized industry leader as the 2<sup>nd</sup> largest retirement plan provider with \$1.4T dollars in plan assets administered, 82K plans served, 18M+ participants and the #1 recommended retirement provider.

Empower is a leader in the Government Market servicing more than 4,000 plans, \$205B in assets, 3.8M participants and a 98.5% client retention rate.

**Gap Analysis**

Empower will be able to provide added services that are not currently available to participants.

**Previous Outcomes**

N/A

**Expected Outcomes**

The School Board of Sarasota County Florida 401(k) Plan will migrate from Prudential's recordkeeping platform onto the Empower platform, effective March 1, 2024.

The following is not changing:

- **Existing terms and conditions from our services agreement**
- **Existing Trust and Custodial Agreements**
- **Existing investment option line-up, and Existing fees**

Once on the Empower system, our plan will have access to a more robust website and new and enhanced services which were not available previously including the following:

- Point-in-Time Advice
- Managed Account Service and Advice
- Financial Wellness Tools (i.e., Cashflow, Budgeting, Savings, Emergency Savings and Student Loan Debt)
- Comprehensive Financial Planning
- Existing Trust and Custodial Agreements
- Existing investment option line-up, and existing fees

**Strategic Plan Goal**

**Recommendation**

That the Empower Recordkeeping Services Schedule Contract for the School Board of Sarasota County, FL 401K Plan effective March 1, 2024, be approved as presented.

**Contact Information**

LYNN PETERSON   lynn.peterson@sarasotacountyschools.net  
ALLISON FOSTER   allison.foster@sarasotacountyschools.net  
CHRIS RENOUF   chris.renouf@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">Sarasota- Empower Trust Co. Migrstion Package</a>	1/24/2024	Cover Memo



July 19, 2023

PLAN ADMINISTRATOR  
1950 LANDINGS BLVD  
SUITE 115  
SARASOTA, FL 34231

#### THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA 401(K) PLAN

Your plan migration process is underway! To provide a continuation of services as you migrate to the new platform, we are providing you an Empower Services Schedule package which outlines key services and features for the ongoing operation and administration of your retirement program. Your existing Services Agreement with Prudential will continue, and the enclosed Empower Services Schedule addresses necessary updates and changes as the plan migrates to Empower's platform.

Your Empower Services Schedule amends the recordkeeping services described in your existing recordkeeping services agreement with Prudential Retirement Insurance and Annuity Company, now known as Empower Annuity Insurance Company. It outlines all the key services and features for the ongoing operation and administration of your retirement program.

If your plan document is administered outside of Empower, please work with your document provider to make the referenced change effective by the time of your plan's migration.

#### **What's not changing?:**

- Existing terms and conditions from your Services Agreement
- Existing Trust Agreement or Custodial Agreement, if applicable
- Existing investment option lineup\*
- Existing Fees

\* Rebalance Frequency - In conjunction with the Plan's migration to the Empower record keeping system, sometime toward the end of the third quarter, the rebalancing frequency for the fund of fund(s) in the Plan's investment lineup will change from periodic rebalancing as described in the fund's investment materials to quarterly only. Future quarterly rebalances will occur on the last business day of the quarter. This change may only be rejected by removing the fund from the Plan's investment line up, otherwise, your consent will be deemed, and no action is needed by the Plan.

At migration, any investments applicable to your plan (as outlined in your existing Agreement) will not change.





The existing descriptions of services is being replaced by a Services Schedule issued by Empower. The primary reason is to align the services and features made available by Empower on our platform while still maintaining the terms and conditions in your existing Agreement.

**Administrative services:** The following services from your existing Services Agreement with Prudential will follow the standard Empower process and will be covered in this packet:

- Hardship withdrawal adjudication services
- Rollover review and adjudication services
- Inservice Withdrawal signatureless processing services
- Loan review services

**National Financial Services (NFS) self-directed brokerage:** Your plan currently has a self-directed brokerage account (SDBA) with NFS. At the time of transition, your plan will move to Empower Brokerage. As part of the migration, participants with an SDBA will be temporarily unable to move assets between the plan's core investments and the NFS SDBA, conduct trades within your brokerage account, open a new self-directed brokerage account, or close their current brokerage account for an estimated period of 3-4 business days beginning after market close the Wednesday before your migration weekend.

**Additional information for your plan**

- If you've designated a financial advisor on your current SDBA or given trading authorization to another individual, those assignments will not transfer to your new SDBA.
- If you'd like to designate a financial advisor on your SDBA or assign trading authorization or power of attorney to another individual, and if this is allowed per your plan rules, please contact Empower Brokerage after the transition is complete.

**GoalMaker®:** Your plan offers GoalMaker, and this package includes updated/additional information related to GoalMaker.

**My Total Retirement™:** One of the many benefits offered by Empower is My Total Retirement, our managed account offering. My Total Retirement can help your participants reach their long-term goals and at the same time assist you with satisfying some of your fiduciary obligations. There is no additional cost to make My Total Retirement available to your participants. If a participant would like to use the service, any fees are disclosed during the enrollment process. We have included the Investment Advisory and Management Services Agreement to add My Total Retirement for your participants at transition. Please sign the signature page to add the services. If we receive your signed election after the deadline referenced below, we will contact you separately to determine an effective date for offering the service for your participants.

**Education and advice:** Your participants will now have access to free industry-leading education and can add best-interest advice, where available, to access key benefits such as:

- The opportunity for increased plan balances.
- The opportunity for improved retirement outcomes.
- Comprehensive education options for active, terminated, and retired participants.



**Automatic mandatory distribution service:** Upon migration, Empower will track and administer automatic mandatory distributions. The following steps will be automated:

- Empower will identify terminated participants with account balances under the mandatory distribution limits and provide a report for review each quarter on the Plan Service Center (PSC).
- The plan sponsor will have seven days to review the Automatic Mandatory Distribution Report and update vesting and other information via the Plan Service Center (PSC). Empower will generate the required notices and send communications outlining the future distribution date.
- Empower will process the mandatory distributions after the notification period if a participant does not make a distribution election prior to the scheduled distribution date.

Empower generates mandatory distribution letters on a quarterly basis. Letters are sent at the beginning of the quarter following notification of a participant's termination. Once the letter is sent, the participant will have the plan's elected number of days, typically 60, to make an election before a mandatory distribution occurs.

Each quarter when the automatic mandatory distribution process runs, terminated participants from prior quarters will get picked up if their balances fall below the plan's distribution threshold.

In the event you do not execute and return this agreement, your plan will not have Millennium Trust as your IRA provider. Additionally, your plan will not have automatic distributions services and will default to self-service.

**New Products:** As new products are made available, we will provide advanced notice to you prior to making them available to your participants.

To assist you in planning for your review and signature of this Empower Services Schedule package, we are providing the following information and important dates.

Please review and electronically sign this agreement (if applicable) by **November 3, 2023**. The effective date of this new agreement is the later of 1) February 2, 2024, or 2) your migration date to the Empower recordkeeping platform. Please keep a copy of the executed Empower Services Schedule package for your files. If you do not return an executed copy of the signature page or elect to terminate your existing Services Agreement with Prudential prior to the effective date of this Empower Services Schedule, your receipt of services provided for under the terms of this package will be deemed to be your acceptance of such terms.

If you have a pending amendment related to your existing Services Agreement with Prudential that is not executed 75 days prior to migration, the amendment will be rescinded. As we continue to work toward the migration of your plan, to best accommodate any operational request, we may need to work together for a mutually beneficial date based on the requested change in plan operation.

**Additional Information:** For revenue disclosures and recordkeeping services addendum, see the Additional Information page.

Thank you for your continued trust in us as your recordkeeper of choice. If you have any questions associated with these documents, please do not hesitate to contact your account representative.



By: Empower Annuity Insurance Company

A handwritten signature in black ink, appearing to read "H. Dalessio".

By: Harry Dalessio, Head of Retirement Plan Services

*Effective April 1, 2022, Empower officially acquired the full-service retirement business of Prudential. For more details, review the important information associated with the acquisition. Certain insurance products written by The Prudential Insurance Company of America were reinsured to EAIC and Empower Life & Annuity Insurance Company of New York (for New York business). Empower Retirement, LLC has become the administrator of this business acquired from Prudential.*

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**SCHEDULE A-1  
RECORDKEEPING SERVICES SCHEDULE**

**for the  
LIST OF PLANS**

**THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA 401(K) PLAN ("401(k) Plan") Group Account Number:  
007139\_P**

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## 1. GENERAL

This Recordkeeping Services Schedule (“Schedule”) constitutes a separate agreement between the parties hereto, incorporates the terms and conditions of the existing recordkeeping services agreement (“Agreement”) between Empower Annuity Insurance Company and plan sponsor, authorized plan fiduciary, employer, or company that sponsors the above referenced plan(s) (“Plan Sponsor”), and replaces in its entirety all prior language pertaining to services and features for the ongoing operation and administration of your Plan. All references to “Empower” in this Schedule are deemed to be references to Empower or the Empower Affiliate, as the case may be, that enters into this Schedule. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. Any conflict between this Schedule and the terms of the Agreement shall be resolved in favor of the Agreement, unless this Schedule specifically states that its provision will prevail.

## 2. SCHEDULE TERM

**2.1.** The Effective Date of this Schedule is February 2, 2024 (“**Schedule Effective Date**”).

**2.2.** Upon termination, Plan Sponsor Directs Empower to deduct any and all outstanding expenses and fees owed to Empower from the Plan’s trust on the termination date, unless paid by the Plan Sponsor. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from the Plan consistent with the foregoing. Upon termination of this Schedule, Empower will cease to provide the Services herein. Plan Sponsor acknowledges that after the termination of this Schedule, Plan Sponsor will be responsible for performing all actions required to be taken with respect to the Plan including, but not limited to: processing of contributions, loans and distributions, and the distribution of forms to Participants. On and after the actual date of termination of this Schedule, Empower shall have no further obligations hereunder except as set forth in the Transition Assistance section.

## 3. NATURE OF EMPOWER’S SERVICES

**3.1. Services.** Empower will provide the Services set forth in this Schedule or as further described in the Exhibits attached hereto.

**3.2. Fiduciary Status.** Except with respect to any Services for which Empower has specifically agreed to act as a fiduciary under this Schedule, Plan Sponsor acknowledges that (i) Empower acts as a non-discretionary service provider Directed by the Plan Sponsor or other Plan fiduciary and, as authorized by the Plan Sponsor, by Participants; and (ii) performance of the Services do not involve the exercise of any discretion in the administration or management of the Plan that would cause Empower to be a fiduciary or a Plan Administrator as defined under the Code, ERISA, the Investment Advisors Act of 1940, or state law, as applicable. The Plan Sponsor has appointed a Plan Administrator that has discretionary authority for the administration and management of the Plan. The parties agree that Empower will not perform a Service that could cause it to have discretionary authority or responsibility for the administration or management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, with respect to any Plan assets, except as specifically provided for under this Schedule.

#### 4. PLAN SPONSOR RESPONSIBILITIES

Plan Sponsor acknowledges that Empower cannot effectively perform the Services without Plan Sponsor's cooperation. Accordingly, Plan Sponsor acknowledges and agrees that it will fulfill the following duties and obligations:

**4.1. Provision of Information.** Plan Sponsor or its designee, including any third parties retained by or on behalf of the Plan or Plan Sponsor, will provide all information necessary for Empower to perform the Services in a manner and format that does not require manual intervention or manipulation by Empower. Plan Sponsor acknowledges and agrees that Empower shall not bear any responsibility for any penalties or other costs incurred as a result of Plan Sponsor's failure to provide such information in a timely manner. Plan Sponsor further acknowledges and agrees that Empower may charge an additional fee if any necessary information is not provided on a timely basis, or in an electronic format usable by Empower without any manual intervention or manipulation. Plan Sponsor agrees that Empower shall be entitled to fully rely upon the accuracy and completeness of information Plan Sponsor submits and that Empower shall have no duty or responsibility to verify such information. If, as a result of incorrect or incomplete information furnished by Plan Sponsor, it becomes necessary to repeat any calculation or service, complete any new forms or revise any completed forms, Empower reserves the right to charge an additional fee. Each party agrees to bear its own transmission costs and is solely responsible for its own acts and omissions relating to transmitting, receiving, storing and handling documents and information, including the maintenance of all equipment, software and testing necessary to effectively, reliably and securely send and receive such documents and information.

**4.2. Remitting Contributions and Allocation Instructions.** Plan Sponsor agrees that it is solely responsible for collecting and remitting all initial and recurring contributions and loan repayments to Empower electronically via Empower's plan sponsor website, or another mutually agreed-upon manner within the time prescribed by applicable law. Plan Sponsor acknowledges that Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments.

**4.3. Plan Document Responsibilities.** Plan Sponsor has the responsibility to ensure that the Plan documents are accurate and complete, to interpret Plan terms and to review the Plan document services provided by Empower, if any. Plan Sponsor is responsible to ensure that the Plan is being operated in accordance with its terms. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty (30) days after such document and/or amendment is adopted.

**4.4. Investment Options.** Plan Sponsor is responsible for the selection of all Investment Options based on Plan Sponsor's independent evaluation, or that of its registered investment advisor, consultant, broker or other agent, as applicable. Plan Sponsor must notify Empower in writing of the Investment Options intended to be serviced by Empower and such Investment Option services are only provided as agreed upon by Empower and may be subject to certain limitations or conditions. Plan Sponsor acknowledges that Empower or its Affiliates may receive fees from mutual fund families or other Investment Option Sponsors or their Affiliates for providing certain administrative or other services thereto ("**Fund Service Fees**") in connection with the Plan. Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become unavailable to the Plan, Empower will notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower.

**4.5. Plan Sponsor Acknowledgement of Market Timing Procedures.** Plan Sponsor acknowledges that the SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor acknowledges receipt of, and agrees to adhere to, the terms and conditions of the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policy attached as an Exhibit to this schedule, as amended from time to time.

**4.6. Payment of Plan Expenses.** Plan Sponsor may Direct Empower in writing to deduct Plan expenses from the Plan to the extent Plan Sponsor has determined that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by the Plan Sponsor.

**4.7. Plan Sponsor Direction to Perform the Services.** In performing the Services, Empower is acting at the Direction of the Plan Sponsor or other fiduciary of the Plan by following the procedures set forth in procedural documents provided by Empower to the Plan Sponsor, including by posting such procedural documents to the Plan Sponsor website. To the extent the procedures do not fully address a specific issue, the Plan Sponsor agrees to provide Direction in a manner reasonably requested by Empower, and Empower may rely upon any such Direction by a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or other fiduciary. Plan Sponsor Directs Empower to process certain Plan transactions based solely on Participant instruction under the terms of this Schedule. Plan Sponsor specifically intends that Empower will have no discretionary authority with respect to following such Direction.

**4.8. “Direction” and “Direct”** and their similar terms shall mean the instruction, authorization, or direction given to Empower by the Plan Sponsor, another fiduciary of the Plan, or a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or another fiduciary.

**4.9. Electronic Delivery.**

**4.9.1.** Empower will deliver plan-related documents to Participants under the Agreement in an electronic manner as described below.

**4.9.1.1.** Plan notices to be delivered by Empower via an email notice of the availability of the plan-related documents on the Participant website will be sent to an email address provided to Empower by the Participant or by Plan Sponsor. If Empower is not provided with an email address, notices will be delivered to the Participant via regular mail.

**4.9.1.2.** Empower will send an initial notification of default electronic delivery via regular mail to each Participant at least 10 days prior to delivering any plan-related documents via email. The initial notice of default electronic delivery will include the participant’s email address that will be used to deliver notices of the availability of plan-related documents, a statement of the Participant’s right to request and obtain a paper version of the documents and a statement of the option to opt out of electronic delivery and receive only paper versions of the documents.

**4.9.1.3.** If an email notice of availability of a plan-related document is returned undeliverable, Empower will send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, plan related documents will be delivered via regular mail to the Participant until such time as Empower is provided another email address for the Participant.



**4.9.1.4.** Participants may request to receive one paper copy of a plan-related document for no cost. In addition, Participants may opt out of electronic delivery and request that their plan-related documents be delivered via regular mail at any time.

**4.10. Review of Reports.** Plan Sponsor is responsible for reviewing and monitoring reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to verify that the transactions indicated in the reports properly reflect the Direction provided by the Plan Sponsor. Empower's performance of its obligations under this Schedule shall be presumed to be accurate unless Plan Sponsor provides Empower with proper notice of discrepancies.

**4.11. Error Correction.**

**4.11.1. Transactional and Operational Errors.**

**4.11.1.1. Transactional Errors.** If Empower does not accurately process contribution, distribution, or investment instructions provided in good order by a Participant or the Plan Sponsor (e.g., investment allocation of Plan contributions, investment exchanges or transfers, or timely processing of a Plan distribution) and the issue is timely brought to Empower's attention, Empower will, at its own expense, retroactively correct the Plan or Participant account to reflect its adjusted financial position had the error not occurred, including any investment earnings and reduced by any investment losses. If the issue is not timely brought to Empower's attention, Empower may correct the error by adjusting the Plan or Participant account prospectively.

**4.11.1.2. Plan Operational Errors.** If Empower is timely notified that it has made an error that creates an operational or fiduciary issue for the Plan, Empower will, within a reasonable time after being notified of or discovering such error, notify the Plan Sponsor and describe the corrective option that Empower proposes to employ that is consistent with the Internal Revenue Service, Department of Labor, or other agency correction guidelines, where applicable, and Plan Sponsor shall review the proposed correction option. Unless the Plan Sponsor objects to such proposed correction and requests an alternate correction option within five (5) business days after receiving notice of Empower's suggested corrective option, the Plan Sponsor Directs Empower to promptly process the correction in accordance with the proposal, at Empower's expense. If Empower's proposed correction is consistent with Internal Revenue Service, Department of Labor, other agency correction guidelines, or other guidance, but the Plan Sponsor requests an alternate correction method resulting in expenses in excess of what Empower would have incurred under its proposed correction, the Plan Sponsor shall bear such additional expenses (including without limitation any attorney's fees, regulatory filing costs and additional net loss resulting from such method).

**4.11.2. Trading Errors.** If Empower does not accurately process a trade with the mutual fund company as Directed by the Plan Sponsor or as instructed by a Participant, then Empower will correct the share position at the mutual fund company as if the error had not occurred. In the event there are multiple funds or related errors in one or more funds involved, Empower will net gains and losses across all funds involved in the associated error(s). If the Plan Sponsor utilizes the services of a third-party trustee and/or custodian ("**Third-Party Trustee**"), Empower shall in no event be required to perform any correction: (i) for a trading error that results from an error or omission by the Third-Party Trustee, (ii) to be performed under the terms of any service arrangements between the Plan Sponsor and such Third-Party Trustee (the "**Third-Party Trust Agreement**"), (iii) that falls within error tolerance ranges under the Third-Party Trust Agreement, or (iv) that otherwise would exceed any requirements for error correction by the Third-Party Trustee under the Third-Party Trust Agreement.

**4.11.3.** The parties acknowledge and agree that Empower will have no liability for an error caused by acts or omissions of the Plan Sponsor, Participants or any other third party.

**4.11.4. Duty to Mitigate.** The parties acknowledge and agree that the Plan Sponsor, the Plan Administrator and Participants each have a duty to mitigate any errors so as to minimize the expenses that may be incurred to correct such errors by promptly reviewing transaction confirmations, account statements and other Plan reports, as applicable, and providing notification of any error, providing timely approval of correction measures and taking such other reasonable steps as may be necessary (e.g., proactively transferring account holdings into the appropriate Investment Option).

**4.11.5. Transactional Gain/Loss Compensation Policies for Error Correction.** Empower may incur a gain or loss in the process of adjusting a Plan or Participant account to correct certain errors due to changes in the share/unit price of an Investment Option between the original transaction date and the correction date. The adjusted position of Plan and Participant accounts are not impacted by transactional gains or losses incurred by Empower to settle the Investment Option positions in the course of correcting the account. Empower will net any Investment Option pricing differences as part of the correction process. If a correction is made at Empower's expense, Empower, not the Plan or Participant, will incur any transactional loss and Empower will retain any transactional gain.

**4.12. Account Protection.** Empower, Plan Sponsor or the Participant will promptly notify the other parties if it discovers that an unauthorized distribution was made from the Participant's account. Empower will conduct an investigation and take any appropriate steps, which may include working with law enforcement, to determine the root cause of the unauthorized distribution. Plan Sponsor agrees to cooperate in any such investigation and will comply with reasonable requests for information. To the extent Empower offers Participants protection against account losses that result from unauthorized transactions, Empower will restore losses as of the date of the account loss once Empower has had sufficient time to conduct a preliminary investigation and attempt to ascertain the root cause. Such protection is not available if Plan Sponsor refuses or neglects to follow commercially reasonable security practices, or if the loss resulted from a compromise of the systems or security protocols of Plan Sponsor or its third party service providers (other than Empower).

**4.13. Uncashed Checks.** With respect to any checks issued from Plan assets during the term of the Schedule, Plan Sponsor Directs Empower to follow state unclaimed property regulations and escheat such assets to the Plan's or the Participant's state of residence based on Empower's records. However, Plan Sponsor may Direct Empower, in writing, to treat the Plan's uncashed checks in a different manner. Plan Sponsor is solely responsible for determining the appropriate handling of uncashed checks and any unclaimed property under the applicable federal and state laws including the determination and handling of amounts related to lost Participants.

## **5. PLAN INVESTMENT OPTIONS**

### **5.1. Selection of Investment Options**

**5.1.1.** The parties agree that the purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be effected through Empower Financial Services, Inc., a broker/dealer affiliate of Empower, a broker/dealer affiliate of Empower.

**5.1.2.** In addition to the sole responsibility for the selection of the Investment Options to be made available under the Plan, Plan Sponsor will also Direct Empower to designate one of the Investment Options available to be the default investment, in which any contribution or other amount credited under the Plan for which neither

the Participant nor the Plan Sponsor has provided Empower with investment directions in good order will be invested (“**Default Investment Fund**”). Plan Sponsor may designate a Default Investment Fund(s) for Participant contributions and also designate a second Default Investment Fund for employer contributions.

**5.1.3.** Plan Sponsor Directs Empower and its Affiliates, as applicable, to cause all dividends, capital gain distributions, interest or other earnings paid by an Investment Option under the Plan to be reinvested in such Investment Option unless Directed otherwise by the Plan Sponsor and agreed to by Empower.

## **5.2. Information Regarding Investment Options**

Plan Sponsor Directs Empower to obtain, or cause its designee to obtain, all necessary information (including but not limited to valuation, performance, prospectuses and other investment information) regarding any Investment Option available under the Plan from any third parties representing such Investment Options (“Investment Option Sponsor(s)”). Plan Sponsor acknowledges that prospectuses for the Investment Options, as applicable, will be made available electronically through one or more websites maintained by Empower or its Affiliates. In the event an Investment Option Sponsor does not provide all necessary information and Empower agrees, Plan Sponsor will arrange to provide Empower or its designee, or cause Empower or its designee to be provided, the necessary information regarding said Investment Option. In no event will Empower be responsible for the accuracy of any such information provided to Empower or its designee regarding any Investment Option, and Empower or its designee will have no duty or obligation to question, confirm or independently verify any such information.

## **5.3. Investment Option Changes.**

**5.3.1.** Plan Sponsor may replace the Investment Options at any time, subject to applicable notice requirements. Plan Sponsor will notify Empower in writing of any changes to such Investment Options or the Default Investment Fund(s), and the parties will agree upon a process for the transfer of assets and investment elections, if applicable, from prior Investment Options to new Investment Options.

**5.3.2.** If any Investment Option is terminated by the Investment Option Sponsor, and Plan Sponsor wishes to replace the terminated option, Plan Sponsor agrees to replace the terminated option with an available fund from any fund company that currently has, or will enter into, a trading agreement with Empower.

## **6. ACH AUTOMATION AND PLAN MERGERS & ACQUISITIONS**

**6.1. ACH Automation.** Plan Sponsor Directs Empower to accept a transfer of Plan records that reflects Participant ACH banking information as provided by the Plan Sponsor or by the Plan’s prior service provider, without any further review and validation of the ACH information provided.

**6.1.1.** In Directing Empower to accept a transfer of existing Participant ACH banking information to its recordkeeping system, the Plan Sponsor certifies the following:

**6.1.1.1.** The Participant has previously authorized the Plan to process an ACH debit and/or credit of the Participant’s account at the designated financial institution (“Account”) in connection with all applicable Plan transactions and has authorized the designated financial institution, in the form of electronic fund transfer, to credit and/or debit the same to such Account.

**6.1.1.2.** The Participant has not revoked the ACH authorization for the Account prior to the transfer and the Plan shall treat the Participant's ACH authorization for the Account as remaining in effect until Empower receives a notice of cancellation from the Participant.

**6.1.1.3.** Plan Sponsor Directs Empower to administer all ACH transactions for all Plan purposes under the terms of Empower's separate ACH Agreement (attached hereto), which the Plan Sponsor has adopted as the Plan's terms and conditions governing all applicable ACH transactions processed on the Empower platform.

## **7. RECORDKEEPING AND ADMINISTRATION SERVICES & FEES**

### **7.1. Enrollment**

**7.1.1. Enrollment.** Based on information provided by the Plan Sponsor or its designee, Empower will enroll Participants in the Plan in a manner mutually agreed upon by the parties.

**7.1.2. Eligibility Determination.** Plan Sponsor Directs Empower to determine participant eligibility as Directed by the Plan Sponsor and through Plan Sponsor provided information and criteria. Empower shall also communicate details of the enrollment process to eligible Participants. Plan Sponsor agrees to notify Empower at least thirty (30) days prior to any change in the Plan's eligibility requirements. Empower may discontinue this service if the Plan's new eligibility requirements are incompatible with Empower's recordkeeping system requirements.

**7.1.3. Online Enrollment.** Plan Sponsor Directs Empower to allow online enrollment. Once the Payroll Data Interchange ("PDI") file is transmitted, Plan Sponsor Directs Empower to communicate details of the enrollment process to eligible Participants allowing enrollment in the Plan through the website or the voice response unit ("VRU").

**7.2. Deferral Processing.** If Plan Sponsor provides Empower at implementation with an electronic participant data feed of all the Participant deferral amounts/percentages or full PDI file, Plan Sponsor hereby Directs and authorizes Empower to allow Participants to update their deferral elections via the website and VRU. Empower will forward updated deferral information to Plan Sponsor according to the schedule elected by Plan Sponsor.

**7.3. Vesting Services.** Plan Sponsor will provide Empower with up-to-date full-service vesting information electronically and ongoing Participant information as needed for the purpose of performing vesting services. Plan Sponsor Directs Empower to:(i) maintain each Participant's vesting percentage on Empower's recordkeeping system; (ii) calculate and process withdrawals and/or loans according to the vested percentage; and (iii) display the Participant's vested account balance on the quarterly statements.

### **7.4. Beneficiary Recordkeeping**

**7.4.1. Beneficiary Designations.** Plan Sponsor affirms that the Plan's administrative procedures allow web-initiated beneficiary designations. Plan Sponsor Directs and authorizes Empower to accept, maintain and file, without Plan Sponsor's further approval, beneficiary designations received by Empower in good order and in a manner acceptable to Empower. In the event Empower has not received a beneficiary designation deemed to be in good order or in the event of a conflict, Plan Sponsor will determine the appropriate beneficiary designation.

**7.4.2. Spousal Consent.** If a beneficiary designation requires spousal consent, such designation may be made only by a Plan administrative paper form.

**7.5. Receipt and Investment of Contributions.** Empower will credit contributions for allocation to Participant accounts in accordance with Direction from the Plan Sponsor and as set forth below. Empower will allocate or otherwise apply forfeitures under the Plan accounts, if any, as Directed by the Plan Sponsor. Empower will pass Directions to invest such contributions, and to execute appropriate transactions related to forfeitures, to the Plan trustee or custodian in accordance with investment Directions of the Plan Sponsor.

**7.5.1. Timing Requirements for Contributions Funded via ACH, Check or Wire.** Contributions received by Empower in good order prior to the close of any Business Day will be processed effective that Business Day, at that Business Day's net asset / unit values. Contributions not received by Empower prior to the close of Business Day will be processed effective the next Business Day.

**7.6. Monitoring the Deferral Limits.** Unless otherwise Directed, Empower will monitor Participants' total deferrals under the Plan for the calendar year and provide warning messages for payroll contributions processed within the Plan Service Center (PSC). However, it is the Plan Sponsor's responsibility to ensure that the applicable limit(s) for the Plan are not exceeded. Any distributions requested by the Plan Sponsor to correct excess deferrals will be appropriately tax reported.

**7.6.1.** Empower will provide assistance to Participants in calculating special catch-up contributions. Plan Sponsor acknowledges that Participants are fully responsible for the accuracy of these calculations.

**7.7. Investment Transfers of Existing Assets.** Empower or its designee will process investment transfers or exchanges, as applicable, received in good order subject to any conditions and/or limitations imposed by the available Investment Options under the Plan or Investment Option Sponsors. Empower will pass to the Plan trustee or custodian, as applicable, Directions to execute or record as appropriate the corresponding transactions involving the assets of the Plan's trust. Requests for Participant-initiated transfers between Investment Options will be processed if the request is received by Empower in good order prior to market close on a Business Day. Any transfer request not received by Empower during a Business Day will be processed the next Business Day, or such earlier time as may be required in order to comply with applicable law.

## **7.8. Distributions.**

**7.8.1.** Empower will make payments to Participants pursuant to a Participant's request and Plan Sponsor's Direction received in good order and will debit Participant accounts accordingly.

**7.8.2.** Plan Sponsor agrees to provide a signature authorization for all distribution requests allowed under the Plan, including but not limited to distributions, alternate payee distributions and beneficiary distributions. Empower reserves the right to charge an additional fee for services related to distributions to non-resident aliens and other distributions outside the ordinary course of plan administration.

### **7.8.3. Tax Withholding and Reporting of Distributions**

**7.8.3.1. Responsibility for Withholding and Reporting.** Plan Sponsor appoints Empower or its designee as its agent to perform income tax withholding and reporting for all distributions Empower processes and to collect and remit state documentary stamp or similar taxes on all loans Empower processes, to the extent applicable. Plan Sponsor agrees to provide all information needed by Empower to perform these services. Empower or its designee shall deposit the income tax withheld with the Internal Revenue Service ("IRS") and other appropriate

governmental entities, as applicable, on or before the applicable due dates for such remittances. Empower will complete necessary tax reporting forms for distributions it processes, file the tax reporting forms with the IRS or other governmental authority, as applicable, and send copies to the distributee. Distributions to a person subject to reporting and withholding rules that differ from those applicable to United States residents will be subject to withholding applicable to non-resident aliens unless otherwise Directed by the Plan Sponsor.

**7.8.3.2. Withholding and Reporting for Plan Sponsor Initiated Distributions and Rollovers.** With respect to Plan Sponsor-initiated distributions or rollovers from the Plan, Plan Sponsor Directs Empower to rely upon the information on Empower's recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Plan Sponsor certifies that such information is accurate and compliant with the Foreign Account Tax Compliance Act ("**FATCA**") and the Code, and that required documentation supporting such information has been collected by Plan Sponsor.

**7.9. Code Section 402(f) Notice.** Empower shall provide Participants with the IRS model notice, as amended from time to time, pursuant to Code Section 402(f).

## **8. SIGNATURELESS SERVICES**

**8.1. General Requirements.** This Section describes certain services under which Empower will process Participant requests without obtaining Plan Sponsor signature or other further approval. In doing so, Empower will not exercise any fiduciary authority or make any discretionary determinations. Rather, this Section will act as Direction by Plan Sponsor for Empower to process all Participant requests that meet the stated criteria. In order to receive the signatureless services detailed in this Section Plan Sponsor must utilize the Plan Service Center ("**PSC**") and must provide all necessary information in a PDI file. Plan Sponsor must also provide any additional information or Direction as required by, and in a form acceptable to, Empower. In addition, in most cases, Empower must be the sole recordkeeper for the Plan. If at any time Plan Sponsor does not meet these general requirements, or does not meet the specific requirements of any service described in this Section, Empower shall not be responsible to continue to provide such service.

**8.1.1. Participant Rollover Contributions.** Plan Sponsor Directs Empower to process Participant rollover contributions received in good order pursuant to the Participant's instruction in accordance with procedures provided by Empower to the Plan Sponsor and without the Plan Sponsor's further approval. In the event that a Participant does not elect Investment Options on the incoming direct rollover form but otherwise completes the form, Plan Sponsor further Directs Empower to invest the money according to the Participant's on-going investment elections, and if none are elected, then in the Default Investment Option under the Plan at the time the incoming rollover is received. Separate accounts within the Participant's account will be maintained for such rollovers.

**8.1.2. Signatureless Distributions Due to Severance from Employment for Reasons Other than Death or Disability.** Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, Participant requests for distribution due to severance of employment for any reason other than death or disability, provided such requests are received in good order and in a manner acceptable to Empower. In order to receive this service, Plan Sponsor must also utilize Empower's vesting tracking service, if the Plan has a vesting schedule. If Plan Sponsor has not provided a Participant's termination date or other required information, Plan Sponsor Directs Empower to notify Plan Sponsor to obtain missing information before processing the distribution. For spousal consent purposes, Plan Sponsor Directs Empower to rely on the marital status specified by the Participant in the request form, or as stored on Empower's recordkeeping system, as applicable.

**8.2. Signatureless In-Service Distributions at Age 59½.** Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, Participant requests for age 59 ½ in-service distributions, provided such requests are received in good order and in a manner acceptable to Empower. Plan Sponsor represents that the Plan allows Participants to take in-service distributions at age 59 ½ and will provide Empower with information concerning the sources eligible for such distributions. In order to receive this service, Plan Sponsor must also utilize Empower's vesting tracking service, if the Plan has a vesting schedule. If Plan Sponsor has not provided a Participant's birth date, or if there is a discrepancy between the birth date on the system and the birth date on the request form submitted by the Participant, Plan Sponsor Directs Empower to reject the request pending further information.

**8.3. Required Minimum Distributions (RMDs).** The Plan Sponsor Directs Empower to provide a notice to Participants who, based on the Plan records reflected on Empower's recordkeeping platform, are RMD eligible. If the Participant does not timely provide an election for the RMD as described in the notice, the Plan Sponsor acknowledges and agrees that it must provide timely Direction to Empower with respect to processing any RMD payments prior to the regulatory deadline. Empower will process RMDs upon receipt of a Participant or Plan Sponsor request in good order.

**8.4. Signatureless Loan Processing.** If loans are available under the Plan, Plan Sponsor agrees that all loans shall be account reduction loans repaid by payroll deduction and shall be consistent with the loan policy and the procedures established by Empower from time to time. Plan Sponsor Directs Empower to process, without further Plan Sponsor approval, Participant loan requests submitted through a form acceptable to Empower or through the website. Principal residence loan requests must be submitted on a paper form with supporting documentation. In order to receive this service, Plan Sponsor must also utilize Empower's vesting tracking service, if the Plan has a vesting schedule. If the Plan requires spousal consent for loans, the request must be submitted on a paper form.

**8.5. Payment of Fees.** All fees not paid by Participants must be paid within thirty (30) days of Empower's invoice to the Plan Sponsor unless another arrangement has been pre-approved by Empower in writing. In the event any charges or fees reasonably and properly chargeable under the terms of the Agreement, including this Schedule or other applicable documents signed by the Plan Sponsor remain unpaid sixty (60) days after the date billed, Plan Sponsor Directs Empower to deduct such expense charges from the Plan and Plan Sponsor affirms that the Plan document specifically allows such deduction from the Plan. To the extent that the forfeiture or other Plan accounts would not pay Plan expenses under the Plan document or the Plan accounts are insufficient, Plan Sponsor Directs Empower to allocate such fees to the Participant accounts, and to the investment choices in which the Participant accounts are invested, on a pro rata basis using Participant account and investment option balance ratios as of the date of deduction. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from Plan assets consistent with the foregoing.

**8.6. Fee Changes.** Empower may adjust the fees set forth in this Schedule upon the earlier of (i) ninety (90) days' written notice to Plan Sponsor or (ii) mutual agreement by the parties.

## **9. ACCESS TO RECORDKEEPING SYSTEM & SERVICE REPRESENTATIVES**

**9.1. Automated Voice Response System.** Participants will have access to an automated voice response system to inquire or make account changes from a touch-tone telephone. Inquiry services available from the automated voice response system will utilize share prices, unit values and account balances that are as of the last calculated unit value/share price. The automated voice response system will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.



**9.2. Participant Service Representatives.** Participant service representatives will be available via a toll-free telephone call to Empower to answer Participant questions and process applicable transactions each Business Day between the hours of 8:00 am and 10:00 pm Eastern Time or 7:00 am and 9:00 pm Central Time, as applicable, and on Saturdays between 9:00 am and 5:30 pm Eastern or 8:00 am and 4:30 pm Central Time, as applicable.

**9.3. Plan Sponsor Access to Recordkeeping System.** Plan Sponsor may interface with Empower's recordkeeping system online via Empower's Plan Sponsor website to inquire or make changes while administering the Plan. Upon request, Empower representatives will be made available to assist and train participants of Plan Sponsor in properly accessing and processing transactions on the Empower's Plan Sponsor website. Empower's Plan Sponsor website will be available consistent with the availability of the automated VRU.

#### **9.4. Participant Website**

**9.4.1. Website Use.** Empower will, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the "**Website Services**"). Plan Sponsor will not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a "User ID") is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor will be responsible for the compliance by its users with the applicable terms of this Section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this Section. Plan Sponsor acknowledges that transmissions through the internet are inherently unsecure, that virus protection software, firewalls and other security measures are not foolproof, and that the Website Services and their content are not invulnerable to fraud or hacking. In addition, Plan Sponsor acknowledges that Empower shall from time to time perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Plan Sponsor agrees that Empower shall not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features with respect to the Website Services that are consistent with this Schedule and commercially reasonable industry standards.

**9.4.2. Access to Participant Website.** Participants will have access to a mobile responsive website to inquire or make certain account changes via the internet. In addition, Participants can download a complimentary Android app and an iOS phone, iPad and Apple Watch app. The Android and Apple Watch apps currently support inquiry-only capabilities while the iOS phone / iPad app supports both inquiry and certain change capabilities. All such apps will be subject to the terms of this Schedule, as related to privacy and data security.

**9.4.3. Website Availability.** The website will be available 24 hours a day, 7 days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

**9.4.4. Enhancements.** Empower may periodically update or add new content, features, services, tools or other functionality to the Participant website or other Empower Software as part of its ongoing enhancement of the Services offered to Plan Sponsor or its Participants. Such additions will be offered at no additional cost unless expressly agreed by Plan Sponsor or Participants (as applicable).



## **10. PARTICIPANT COMMUNICATION, EDUCATION, AND ADVICE SERVICES**

**10.1. Participant Education.** Empower will send certain action-oriented education communications to Participants according to a Participant's behavior, preferences, and information. Messaging will include: (i) educational information about the tools and services available in the Plan; (ii) actions a Participant may take to build individual retirement savings; (iii) general financial topics to help Participants reach their financial goals; and (iv) information on additional options available that may provide a Participant with a more comprehensive savings strategy. A Participant must have an email address on file with Empower in order to receive such communications via email. The Participant can opt out of receiving these emails at any time as required by applicable law. Empower represents that education communications distributed to Participants under this Section are for educational purposes only and will not constitute investment advice under ERISA or other applicable law or regulation.

**10.2. Communication Materials.** Empower will provide Participant educational and communication materials regarding financial investing and retirement options. These materials may include, but are not limited to, newsletters, brochures, and other materials as mutually agreed upon.

**10.3. Distribution Education Services.** Empower or its Affiliates will make retirement education consultants available to provide distribution education services to Participants and may contact terminated Participants who are eligible to receive distributions under the Plan to provide information regarding distribution options available under the Plan including information on rollover services and products offered by Empower upon request.

**10.4. Financial Wellness Services.** Empower's financial wellness program provides Participants with tools and services to review overall financial wellness including tools that allow Participants to complete a personalized online assessment, the output of which provides the user with ideas on the next steps they can take to address financial concerns they identified when completing the assessment and educational resources to learn more about financial topics of interest, including a learning center with educational content on certain financial wellness topics. Empower or its affiliates may make retirement education consultants available to Participants to provide financial wellness consultations and may contact Participants to offer financial wellness consultations. Financial wellness consultations will only be provided upon request of the Participant. Consultations involve topics such as (but not limited to): budgeting, saving, student debt, debt prioritization, life insurance, managing investments and consolidating assets. Empower's financial wellness tools, services and consultations may include information on financial products and services made available by Empower or third-party providers if such information is requested or agreed to by the Participant. Participants may pay fees if they choose certain products. Empower may receive fees and other payments from the products selected by Participants. More information on the applicable financial wellness products and the fees and payments that may be received by Empower is available upon request.

**10.4.1. Investment and Distribution Advice.** Empower may offer investment advice and provide recommendations as a fiduciary under applicable law to Participants on certain Plan transactions, such as point-in-time investment advice on designated investment alternatives, investment advisory services available under the Plan, and recommendations on distribution and rollover options, which may include services and products offered by Empower and its Affiliates. When Empower acts as a fiduciary, it will do so in the best interest of the Participants. Empower will provide such fiduciary services pursuant to applicable law.

## **11. REPORTING SERVICES**

**11.1. Participant Reporting.** Empower will provide Participants a confirmation for transactions involving investment allocations, investment transfers, contribution rates, change of address, rollover contributions, and rebalance activity. Empower will also make available to each Participant account information on at least a quarterly basis, including beginning and ending balances, all contributions and transactions processed, interest credited or change in value, fees and withdrawals deducted, transfers processed and performance data on Investment Options held by the Plan to the extent such data is provided by the Investment Option Sponsor, personal rate of return on investments, account balance translated into an estimated monthly income amount, and balance in the SDB, as applicable. Participants' statements shall be distributed in accordance with Section 4.8 of this Schedule, Electronic Delivery. Statements will be available within fifteen (15) Business Days after receipt of final information in good order from third party sources.

**11.2. Participant Fee Disclosure Services.** Empower agrees to create a Participant fee disclosure, based on the U.S. Department of Labor's Model Comparative Chart, to assist the Plan Administrator with meeting its obligations under 29 CFR §2550.404a-5 (also known as the Participant fee disclosure regulation) for the Plan Sponsor's review and approval. Empower will distribute the fee disclosure document to Participants in accordance with Section 4.8 of this Schedule, Electronic Delivery.

**11.3. Plan Sponsor Reporting.** Empower will provide an Employer Plan Summary Report to Plan Sponsor, summarizing Plan-level assets and Participant account balances, within thirty (30) Business Days after each calendar quarter end ("**Employer Plan Summary Report**"). The following Plan information will be addressed in the Employer Plan Summary Report: (i) summary of Plan transactions and assets; (ii) summary of contributions processed; (iii) withdrawals; (iv) annuities purchased, if applicable; (v) periodic payments; (vi) Investment Option grand totals – summarizes both dollars and units/shares and Plan activity; (vii) Investment Option totals by money type – summarizes both dollars and units/shares and money type activity; (viii) Participant summary – a report of account activity for each Participant.

**11.3.1. 401(k) Plan:** The following compliance services ("**Standard Compliance Services**") will be provided by Empower to Plan Sponsor if applicable to the Plan. Standard Compliance Services will be applicable for the Plan year containing the Schedule Effective Date and thereafter. Standard Compliance Services include one annual iteration of the services listed in the charts below. Standard Compliance Services for all prior Plan years, and other compliance services may be available only as mutually agreed by the parties, at Empower's current rate. Standard Compliance Services will be performed within such period as to permit effective correction, if required, prior to any time limit imposed by applicable law:

<b>401(k) Standard Compliance Services Provided by Empower</b>	
<b>Coverage Testing</b>	Annual test to determine compliance with the requirements of Code Section 410(b) Ratio Percentage, specific to this plan (aggregation with another plan(s) is billable at the current rate to be quoted upon request).
<b>ADP/ACP Testing</b>	Annual test to determine compliance with the nondiscrimination requirements under Code Section 401(k)(3) with respect to Participant elective deferrals (the " <b>ADP Test</b> ") and the nondiscrimination requirements under Code Section 401(m)(2) with respect to matching contributions and non-Roth after-tax participant contributions to the Plan (the " <b>ACP Test</b> "), unless deemed to not be required due to safe harbor provisions.
<b>Contribution Limits</b>	Calculation of "excess contributions", "excess aggregate contributions" and "excess deferrals" (as defined in Treas. Reg. Section 1.401(k)-6, Code Section 401(m)(6)(B) and

	Treas. Reg. Section 1.402(g)-1(e)(l)(iii), respectively) and calculation of corrective distributions in accordance with the Code and the regulations thereunder.
<b>Top-Heavy Testing</b>	Upon receipt of necessary data from Plan Sponsor, perform testing pursuant to Code Section 416 for top-heavy status. If the Plan is top-heavy, Empower will communicate to Plan Sponsor any vesting changes required and will calculate the amount of any employer contributions required to satisfy Code Section 416(c) (if applicable).
<b>Annual Additions</b>	Perform Code Section 415(c) limitation tests.
<b>Form 5500</b>	Prepare a draft DOL Form 5500 for the Plan, provided Empower is given the proper information by the Plan Sponsor to prepare this form.
<b>Summary Annual Report (SAR)</b>	Prepare SAR for each Plan year. Plan Sponsor is responsible for distribution of SAR to Participants.

<b>Non-Standard Compliance Services Provided by Empower</b>	
<b>414(s) Compensation Testing</b>	Code Section 414(s) nondiscrimination test for compensation definition (if applicable) may be billable at the current rate.
<b>Annual Employer Allocations</b>	Upon request, Empower may perform annual allocations which may be billable at the current rate.
<b>401(a)(4) Nondiscrimination Testing (including General Testing, Cross Testing, and Benefits, Rights, &amp; Features)</b>	Code Section 401(a)(4) nondiscrimination test for different allocation rates (if applicable) may be billable at the current rate.
<b>Interim/Mid-year Projection Testing</b>	Upon request, Empower may perform interim projection testing which may be billable at the current rate.

#### **Plan Sponsor Compliance Responsibilities**

- 1. Participant Census Data.** Plan Sponsor will provide complete and accurate participant census data in the service provider's requested format within stated deadlines.
- 2. Ownership Data.** Plan Sponsor will provide complete and accurate ownership data in the service provider's requested format within stated deadlines.
- 3. Questionnaire** – Plan Sponsor will provide complete and accurate questionnaire data in the service provider's requested format within stated deadlines.
- 4. Takeover Data** – Plan Sponsor must provide Empower with the takeover data to ensure appropriate transition of services. This may include various plan documents, amendments, IRS filings, testing data, annual reports, etc.

5. Should Plan Sponsor fail to provide any of the above required information for two (2) consecutive Plan years, Plan Sponsor will be deemed to have terminated compliance services under this Agreement as of the end of the first Plan year in which Employer failed to provide the required information.

## **12. TRANSITION ASSISTANCE SERVICES**

**12.1. Transition Services.** Empower agrees to support the transition of recordkeeping and administrative services (“**Transition Services**”) to a successor service provider subject to the terms and conditions of this Schedule. Empower shall provide the following Transition Services prior to the Service End Date (as defined below) of this Schedule.

**12.2. Planning.** Participate in conference calls and in-person meetings, as needed, with Plan Sponsor and the successor service provider to designate the transfer team, define communication channels, discuss the transfer process and define expectations, responsibilities, and applicable deadlines. Empower will designate a transition Project Manager to lead and be the contact person for the transition effort. In the event Plan Sponsor requests that the Project Manager or other deconversion team member attend a transition services meeting in person at a site other than Empower’s office location, Empower’s fees for time and travel for such in-person meetings are \$1,500 per day, per person.

**12.3. Data Layouts.** Provide the successor service provider with data layouts for Participants and Plan data residing on Empower administration systems, including but not limited to data layouts for paper statement indicators, rebalance frequency elections, ACH indicators, outstanding loan terms and payment amounts, powers of attorney on file, and dividend pass-through elections. The data layouts will correspond to Empower standard file formats.

**12.4. Plan Materials.** Upon termination, Empower shall provide the successor service provider with copies of all Plan summaries, individual Participant statements (upon request) and other forms, reports, or web content; provided, however, Empower will provide such Plan materials only to the extent designed specifically for the Plan and not deemed by Empower to be proprietary. In addition, Plan Sponsor agrees, and will require any third party to whom Plan Sponsor provides the materials to agree, to maintain the confidentiality of all Empower materials and information, including but not limited to web content, communications material, and information on Empower’s Plan Sponsor Website.

**12.5. “Test” Data Transfer Files.** Provide the successor service provider with two (2) full volume test extract data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

**12.6. “Refresher” Data Transfer Files.** Provide the successor service provider with one (1) full volume test extract refresher data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

**12.7. “Live” Data Transfer Files.** Provide the successor service provider with one (1) full live data transfer file to the successor service provider in Empower standard file format for the Participant and Plan data residing on Empower administration systems as of a date mutually agreed upon by the parties. The live data file will be in the same format as the test data file or in the test data file format. Control totals and standard Empower reports will accompany the live data transfer file.

**12.8. Questions about Data on Transfer Files.** Provide up to 25 aggregate hours of Empower's time to answer questions about system data provided by Empower on the test data transfer files, the refresher data transfer files and the live data transfer file. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

**12.9. Answering Questions.** Provide up to 25 aggregate hours of Empower's time responding to questions about Plan administrative practices and communication materials used by Empower in servicing the Plan. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 25 hours.

**12.10. Final Participant Valuation.** Send to the successor service provider, at a mutually agreed upon date, reports of all historical files, documents and records necessary for the continuing administration and recordkeeping of the Plan in electronic form (where available) and/or paper form ("**Final Participant Valuation**"). As of the Service End Date, the Final Participant Valuation includes: (i) Current Participant indicative and financial data; (ii) Participant level reports; (iii) Plan level totals; (iv) Investment valuation statement; (v) Participant loan status report; (vi) Loan summary report; (vii) Deemed loan report; (viii) Highest outstanding loan balance report; (ix) MRD report; (x) Installment tax withholding report; (xii) On-line beneficiary data, if maintained by Empower; and (xiii) Scanned beneficiary forms, if maintained by Empower. Notwithstanding the foregoing, the parties acknowledge that the reports and information identified as Final Participant Valuation are subject to change based upon changes in plan administration and/or system requirements. Plan Sponsor acknowledges that at the mutually agreed upon date, Empower will provide only those reports applicable to the Plan and currently available from Empower's recordkeeping system.

**12.11. Open Participant Case Records.** Send open case records at a mutually agreed upon date, or Service End Date, if later, to Plan Sponsor or to successor service provider at Plan Sponsor's Direction.

**12.12. Year-end Processing.** For Services that conclude as of December 31 for a calendar year plan or the end of the Plan's fiscal year, as applicable, perform any compliance testing, government filings, or other reporting required as of that year-end. For Services that conclude as of any date other than December 31, perform any government filings for completed Services (e.g., Forms 1099-R for Participant distributions) and provide to Plan Sponsor the same year-end reports and information otherwise provided for a calendar or fiscal year, as applicable, but only reflecting the portion of the calendar or fiscal year, as applicable, for which Services were provided.

**12.13. Fees Related to Transition Services.** In the event Plan Sponsor requests Empower to provide additional or extraordinary Transition Services (beyond those described in items above) including, but not limited to, change in data layout, change of data elements in standard layouts, number of data transfer files, or services beyond Service End Date, Empower reserves the right to charge the Plan or Plan Sponsor, as Directed by the Plan Sponsor, for additional or extraordinary Transition Services at then-current hourly rates. Empower shall receive payment for services rendered within 30 days of invoice delivery. In the event payment is not received within the stated timeframe all Transition Services will cease until such time payment is received.

**12.14. Transition Services after Service End Date.** In addition to the foregoing, Empower agrees to provide the following Transition Services for ninety days following this Schedule's termination effective date ("**Service End Date**").

**12.14.1.** Provide up to 20 hours of Empower's time responding to questions from the Plan Sponsor or its auditor. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of 20 hours.

**12.14.2.** To the extent information and/or reporting is readily available from Empower's systems, Empower agrees to provide to the successor service provider the following Transition Services for up to 110 requests per month: (a) loan repayment information; (b) Participant account balances as of specific dates; (c) Participant account earnings and/or dividends for specific time periods; (d) distribution history information; (e) reporting or respond to other Participant account history information requests; (f) Participant account history information (excluding QDRO related information); (j) Participant Statements; (k) Duplicate Forms 1099-R; (l) Provide QDRO related account history; (m) Respond to questions regarding Plan specific processes, provided however that if the number of requests exceeds 110 in any given month, a per-request fee of \$500 will be assessed.

**Signature Page Follows**

## **AUTOMATED CLEARING HOUSE (ACH) AUTHORIZATION AGREEMENT**

By agreeing to this Automated Clearing House (ACH) Authorization Agreement (Agreement), I authorize the ACH debit and/or ACH credit of my account at the designated financial institution (Account) pursuant to the terms of this Agreement. I am also authorizing my financial institution, in the form of electronic fund transfer, to credit and/or debit the same to such Account. I understand that after my ACH authorization is received in good order it will be processed as soon as administratively feasible (generally three to five business days). My authorization will remain in effect until I cancel such authorization; provided, however, I understand my cancellation will be processed as soon as administratively feasible (may take up to 30 days).

By requesting my contribution via ACH debit or my distribution via ACH deposit, I certify, represent and warrant that the Account requested for an ACH debit or ACH deposit is established at a financial institution or a branch of a financial institution located within the United States and there are no standing orders to request any portion of ACH debit from or ACH deposit to an account that exists at a financial institution or a branch of a financial institution in another country. By entering banking information, I am authorizing access to public and proprietary records to validate that I am the account owner and agree to any security requirements that have been established before I may use the Account for a money out transaction. I understand that it is my obligation to request a stop to this ACH request if an order to debit any portion of my contribution from or to credit any portion of my withdrawal to a financial institution or a branch of a financial institution outside of the United States will be implemented in the future. I understand and agree that: 1) my ACH request may be rejected at any time; 2) I may be required to provide new ACH instructions at any time; and 3) if my ACH request cannot be fulfilled for any reason my contributions may be submitted via check in lieu of direct deposit or my distribution may be delivered via check in lieu of direct deposit.

I understand and agree that I authorize the initiation of debit and/or credit entries and, if necessary, 1) credit entries and adjustments for any debit entries in error to my Account in the form of an ACH transfer; or 2) debit entries and adjustments for any credit entries in error to my Account in the form of an ACH transfer. I understand that I am liable for any fees, payable to any party, associated with non-sufficient funds as well as any market exposure associated with non-sufficient funds, and that any failed ACH debit related to an outstanding loan (if applicable) may result in the loan becoming delinquent, which can result in adverse tax consequences. In addition, I acknowledge and agree that I am solely responsible for any liability that may arise out of my failure to provide accurate and/or completed information or instructions to affect this ACH request. I also acknowledge and agree that any person who presents a false or fraudulent claim is subject to criminal and civil penalties.

I understand that the terms of this Agreement are subject to change and without prior notice to me. Any such amendments, changes, or modification to the Agreement may be posted on the website or provided to me, electronically or otherwise. I acknowledge and agree that my continued use of this ACH functionality constitutes my agreement to and acceptance of the amended terms, regardless of whether I have actually read the amendments, changes or modifications.

**Securities offered and/or distributed by Empower Financial Services, Inc., Member FINRA/SIPC.** EFSI, is an affiliate of Empower Retirement, LLC and registered investment adviser, Empower Advisory Group, LLC. Investing involves risk, including possible loss of principal. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice.

**EXHIBIT 1:**  
**DATA SECURITY & PRIVACY ADDENDUM**

This Data Security & Privacy Addendum applies to Empower and its Affiliates and describes how Empower protects Personal Data and Plan Data (the “**Addendum**”). Capitalized terms used but not defined herein have the meanings given to them in the Master Service Agreement executed by Empower and Plan Sponsor under which Empower provides services to Plan Sponsor (“**Agreement**”).

**1. Definitions.** The following terms have the meanings set out below and similar terms shall be construed accordingly:

“**Data**” means Personal Data and Plan Data.

“**Data Protection Laws**” means any law with respect to the protection of Personal Data that is applicable to Empower’s Services under the Agreement or any Schedule thereto.

“**Information Security Breach**” means a confirmed compromise of an information system within the authority or responsibility of Empower that results in: (i) the unauthorized acquisition, disclosure, modification or use of unencrypted Personal Data, or encrypted Personal Data where the encryption key has also been compromised; and (ii) a reasonable likelihood of identity theft or fraud against a data subject in the Plan. An Information Security Breach includes, without limitation, theft and/or malicious use of Data by Empower personnel. A good faith but unauthorized or unintentional acquisition, disclosure, modification or use of Personal Data by a participant or contractor of Empower or a party who has signed a confidentiality agreement with Empower does not constitute a Security Breach if the Personal Data is not subject to further unauthorized acquisition, disclosure, loss, modification, or use.

“**Personal Data**” shall mean information that identifies or is reasonably capable of being associated with a Participant in the Plan or an eligible participant of Plan Sponsor, and includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act, but excluding data that is publicly-available and data from which individual identities have been removed and that is not linked or reasonably linkable to any individual.

“**Plan Data**” shall mean non-public Plan level information that is provided to Empower in connection with receipt of the Services. Plan Data excludes data that is de-identified and aggregated for benchmarking and research purposes.

“**Subprocessor**” means any person (including any third party service provider and any Empower Affiliate, but excluding personnel employed by such parties) engaged by Empower to process Personal Data.

**2. Direction.** Plan Sponsor Directs Empower and its Affiliates (and authorizes Empower and its Affiliates to Direct each Subprocessor), where applicable, to process Personal Data as follows: (a) processing in accordance with the Master Agreement and any amendments thereto as executed by the parties; and (b) processing initiated by Participants in their use of the Services. Plan Sponsor represents that it is and covenants that it will at all relevant times remain duly and effectively authorized to give the Direction set out herein.



**3. Security.** In order to protect Personal Data, Empower will implement appropriate technical and organizational measures designed to protect Personal Data in accordance with the requirements of any Data Protection Laws. In addition to the foregoing, Empower's security program shall conform to the commitments described below.

**4. Subprocessing.** Plan Sponsor hereby agrees that Empower may engage its Affiliates and third parties as Subprocessor in connection with the provision of Services under the Agreement. Empower shall carry out reasonable due diligence as appropriate to the nature of each Subprocessor's services to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Information Security Policies. Upon request, Empower shall make available a current list of any material Subprocessors that have access to Personal Data; the parties hereto agree that such list is the Confidential Information of Empower and subject to the confidentiality provisions of the Agreement.

**5. Data Subject Rights.** Empower responds to any request from a Participant under applicable Data Protection Laws (such as "Right to Know" requests) as required by applicable Data Protection Laws. Empower will advise Plan Sponsor of any such request that requires Plan Sponsor's assistance or response, and in such case the parties shall cooperate with respect to the response to such Participant.

**6. Data Security.** Empower's Information Security Policies and related policies address the management of information security, the security controls employed by the organization. These policies include, without limitation:

**6.1** An Information Security Board that is responsible for the development, implementation, and ongoing maintenance of Empower's data security.

**6.2** Documented policies ("**Information Security Policies**") that Empower formally approves, internally publishes, communicates to appropriate personnel and reviews at least annually. Empower's Information Security Policies shall (i) mandate the secure protection and handling of confidential data, (ii) comply with applicable laws, (iii) conform to or exceed applicable industry standards for the retirement plan services industry, and (iv) documented, clear assignment of responsibility and authority for data security-related activities.

**6.3** Policies covering acceptable computer use, record retention/destruction, information classification, cryptographic controls, access control, network security, removable media, remote access, mobile computing and wireless access.

**6.4** Regular testing of the key controls, systems and procedures, including (i) testing of information technology general controls (ITGC) at least annually or whenever there is a material change in business practices, and (ii) infrastructure penetration tests and scans against internet-facing points of presence. Empower will correct vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards.

**6.5** Policies and procedures designed to protect the security of Plan Data and Personal Data that is accessible to, or held by, Empower's third party suppliers. Such policies shall be based on Empower's Information Security Policies, and shall address, as applicable: (i) the identification and risk assessment of such supplier; (ii)

minimum cybersecurity standards required to be met by such suppliers; (iii) due diligence processes used to evaluate the adequacy of cybersecurity practices of such suppliers; and (iv) periodic assessment of such suppliers based on the risk they present and the continued adequacy of their cybersecurity practices.

**6.6** Use of appropriate administrative, technical and operational measures designed to ensure Personal Data and Plan Data is secure.

**6.7** Monitoring, evaluating and adjusting, as appropriate, its data security protocols summarized herein, in light of relevant changes in Data Protection Laws, Services, technology or industry security standards, the sensitivity of data collected or processed by Empower in the provision of its Services, and evolving internal or external risks. Empower may make such updates to its data security protocols and the terms hereof at any time without notice so long as such updates maintain a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data or Plan Data.

**7. Risk Management.** Empower has a risk assessment program that includes regular risk assessments and management for risk identification, analysis, monitoring and reporting.

## **8. Human Resources.**

**8.1 Acknowledgements.** Empower shall provide training on its information security practices to its personnel at least annually. Empower personnel shall acknowledge their information security and privacy responsibilities under Empower's policies.

**8.2 Personnel Controls.** Empower completes appropriate pre-employment background checks and screening on its personnel, and requires personnel to complete initial security training at the time they are first employed with Empower and annually thereafter. All personnel attest annually to Empower's Code of Business Conduct and Ethics, which enforces the tenets of Empower's Information Security Policies and its privacy policies. Empower has disciplinary processes for violations of information security or privacy requirements, and promptly removes personnel access to Plan Data or Personal Data upon termination or applicable role change.

## **9. Physical and Environmental Safety.**

**9.1 Physical and Environmental Security Controls.** Empower has appropriate physical and environmental controls to protect Empower's equipment, assets, and facilities used to provide services. Physical security includes, without limitation (i) physical security in the protection of valuable information assets of the business enterprise; and (ii) the provision of protection techniques for the entire facility, from the outside perimeter to the inside office space, including the datacenters and wiring closets.

**9.2 Ongoing Operations.** Empower protects its facilities and systems containing Data from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

## **10. Communications and Operations Management.**

**10.1 Controls.** Empower has policies and procedures in place for communications and operations management controls. Such controls address: hardening, change control, segregation of duties, separation of development and production environments, network security, virus protection, patch management, media controls, data in transit, encryption, audit logs, and time synchronization.

**10.2 Operations Security.** Empower's Information Security Policies mandate ongoing operations security requirements, including but not limited to, installing or maintaining (i) security patches for operating systems and applications within standard timeframes based on severity; (ii) industry standard versions of operating systems, software and firmware for system applications and components; and (iii) up-to-date system security agent software which includes updated malware and virus definitions.

## **11. Access Control.**

**11.1 Access Control.** Empower utilizes access controls designed to ensure that only Empower personnel with the proper need and authority can access its internal recordkeeping system and associated data. Empower's access controls include but are not limited to: limiting access to personnel with a requirement to view Personal Data; establishing least-privilege controls to protect systems and Personal Data; generation of audit trails; periodic review and approval of personnel who need to access the Empower recordkeeping system; and termination of personnel access promptly following severance from employment.

**11.2 Authentication.** Empower authenticates user identity through appropriate authentication controls such as strong passwords, token devices, or biometrics. Passwords must meet minimum length and complexity requirements.

**11.3 Remote Access to Empower Systems.** Empower uses multi-factor authentication for remote access to its systems.

## **12. Information Systems Acquisition, Development and Maintenance.**

**12.1 Systems Development Security.** Empower addresses security as part of information systems development and operations and follows secure coding methodologies based on application development security best practices.

**12.2 Software Security Management.** Empower's information systems (including operating systems, infrastructure, business applications, off-the-shelf products, services and user-developed applications) adheres to the information security standards set forth in Empower's Information Security Policies.

**12.3 Vulnerability Assessments/Ethical Hacking.** Empower performs vulnerability assessments and penetration testing against Internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards set forth in Empower's Information Security Policies.

**12.4 Cryptography.** Empower uses cryptography techniques that assist Empower with preventing the unauthorized capture, modification of or access to data or information. Empower uses standard encryption algorithms that follow up-to-date encryption standards and industry practices. Such cryptography techniques may include but are not limited to: encryption of sensitive data sent across external communication lines; requirement of minimum 128-bit encryption TLS encryption for web browsers; and encryption of Personal Data while stored on laptops, mobile devices, and in recordkeeping databases.

### **13. Information Security Breach Management.**

**13.1 Incident Management Program.** Empower maintains investigative measures and techniques for incident handling, including but not limited to: a formalized, enterprise-wide Computer Security Incident Response Team (“CSIRT”), and CSIRT processes which are tested at least annually.

**13.2 Information Security Breach Response.** Empower will notify Plan Sponsor after becoming aware of any Information Security Breach in accordance with all applicable Data Protection Laws. For the avoidance of doubt, Empower will (i) keep the Plan Sponsor informed of significant developments in connection with the investigation of such incident; (ii) investigate and assist any regulator or other governmental body with oversight over the Information Security Breach in investigating, remediating and taking any other action regarding the Information Security Breach as appropriate or required by law; and (iii) provide Plan Sponsor with information about remedial measures that have been undertaken to prevent such Information Security Breach from reoccurring. In the event that individual or regulatory notifications are required under applicable Data Protection Laws, the parties will cooperate with respect to notifications. To the extent the Information Security Breach is caused by Empower’s failure to abide by its obligations as set forth in this Addendum, Empower shall bear the costs of such notifications and provision of credit monitoring services to affected individuals to the extent required by law or otherwise appropriate in Plan Sponsor’s and Empower’s reasonable judgment.

### **14. Plan Sponsor Assessment Rights.**

**14.1 Assessment via Security Assurance Package.** Within the secure Plan Sponsor website provided by Empower, Empower provides documentation that supports and informs the reader about Empower’s current security program and practices. These documents are referred to as the Security Assurance Package (“SAP”), which currently consists of the following items: Security Program Overview document, SOC 1 report, SOC 2 report, available IT certification reports (e.g. Verizon CRP), and a completed SIG questionnaire with related supporting materials. (The SIG is a standardized document template created by the Shared Assessments Program, a consortium of leading financial institutions, the Big 4 accounting firms, and companies from a wide array of industries.)

**14.2 Regulatory Assessment.** If Plan Sponsor’s governmental regulators require that Plan Sponsor perform an on-site audit of Empower’s network security, as supported by evidence provided by Plan Sponsor, Plan Sponsor may conduct an on-site audit of Empower’s network security, relevant to the security of Plan Data (“**Regulatory Audit**”). Unless a different notice or frequency is required by Plan Sponsor’s governmental regulators, a Regulatory Audit may be conducted by Plan Sponsor once per year at a mutually agreed-upon time with at least 60 days’ advance written notice to Empower. If a Regulatory Audit requires the equivalent of more than two business days

of Empower Personnel's time to support such audit, Empower may charge Plan Sponsor an audit fee at Empower's then-current rates for each day thereafter.

**14.3 Miscellaneous.** This Addendum is governed by and incorporated into the Agreement. In the event of any conflict between the Agreement and this Addendum, the Addendum will prevail. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement.

**EXHIBIT 2:**  
**PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE TRADING**

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This Exhibit 2 shall apply to any Recordkeeping Services Schedule under the master Services Agreement

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading (“prohibited trading”) in their funds. The following procedures describe how we, as your recordkeeper, will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual’s trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company’s restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

**Note:** certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

10/16/07

**EXHIBIT 3:**  
**BUSINESS CONTINUITY PLAN NOTICE**

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Empower Financial Services, Inc. ("Empower"), a subsidiary of Empower Annuity Insurance Company of America and affiliate of Empower Life & Annuity Insurance Company of New York\* and Empower Annuity Insurance Company, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back-office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all staff.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

\* Record keeping and administrative services are provided by Empower Annuity Insurance Company and in New York, Empower Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than Empower Financial Services, Inc., a wholly owned subsidiary of Empower Annuity Insurance Company of America. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Company's website or can be obtained by requesting a written copy by mail.

BCP – Empower Customer Notice (Ed. August 2022)

## ADDITIONAL INFORMATION

### **RECORDKEEPING SERVICES ADDENDUM**

**GoalMaker Model Allocation Service.** The GoalMaker model allocation service you make available to your plan participants will be updated with your plan's migration to the Empower platform.

If your plan currently offers:

- 1) GoalMaker with IncomeFlex- Following migration to the Empower platform, Empower will no longer offer the IncomeFlex guaranteed income product or the guaranteed income asset class for new enrollees in GoalMaker or for participants who previously enrolled in GoalMaker and haven't reached age 55 – the age at which allocations to IncomeFlex would otherwise begin.
  - a. Any participant already enrolled in IncomeFlex at migration will retain their investment and ongoing contributions to IncomeFlex as a stand-alone investment if they choose to do so. However, a participant's balance in IncomeFlex will no longer be rebalanced or otherwise monitored as part of GoalMaker. As always, participants may redirect the investment of their accounts at any time.
  - b. Similarly, for those participants defaulted to GoalMaker as your plan's QDIA and who have begun allocations to IncomeFlex and reached age 55, IncomeFlex, will remain as a separate investment option outside of the GoalMaker model allocations but no new contributions to IncomeFlex will be made. If these participants wish to make new contributions in IncomeFlex outside of GoalMaker they may make an affirmative election to do so.
- 2) Qualified Default Alternative Stable Value balances as of 12/23/2007 carve outs- The Pension Protection Act of 2006 ("PPA") extended fiduciary protections to certain Qualified Default Investment Alternatives. The eligible QDIAs do not include stable value funds. However, PPA permits plans to maintain balances in existing stable value defaults without losing fiduciary protection ("Grandfathered Defaults"). Empower will no longer support Grandfathered Defaults. Following migration, balances in Grandfathered Defaults and any ongoing contributions will be reallocated 100% to the GoalMaker QDIA.

By continuing to offer the GoalMaker service, you authorize Empower at your Plan's migration to the Empower platform, to map the accounts of participants using GoalMaker to the appropriate Target Year Vintage and their previously designated risk tolerance and to make the other changes outlined in the Agreement Package, inclusive of changes to your Plan's Qualified Default Investment Alternative ("QDIA"), if applicable. This may result in allocation changes for some participants.

The below outlines how Empower will support notifying participants of this change.

- For those participants who have opted into e-delivery, Empower will provide a notice, providing direction on where to obtain more information on the changes. This will be provided approximately 30-60 days prior to your Plan's migration date.
- For those participants who have not opted for e-delivery, Empower, at your direction, will mail a post card to the participant's address of record, providing direction on where to obtain more information on the changes. This will be provided approximately 30-60 days prior to your Plan's migration date. We need your direction by January 1, 2024, to accommodate this request.



- Empower will provide the general notice to you, as the plan sponsor, to deliver to your employees as you see fit as well.

Should you wish to pursue alternative arrangements to notify your participants, please work with your Empower representative.

By receiving this, you confirm that you (1) have had an opportunity to review a description of GoalMaker and the allocations, (2) have discussed offering of the GoalMaker allocations with your own legal counsel to the extent you deem appropriate including the status of GoalMaker under U.S. Department of Labor Interpretive Bulletin 96-1; (3) have determined to make GoalMaker part of your Plan and that Empower should offer it to your Plan's participants on your behalf; and (4) have determined that offering GoalMaker benefits the Plan and is in the best interests of the Plan and Plan participants.

**Rule of Parity.** Upon migrating to the new Empower recordkeeping platform the Rule of Parity for eligibility purposes will not be available. If Empower provides your Plan document services, we will prepare an amendment to your Plan document with an effective date of February 2, 2024 to reflect this change. The amendment will be provided to you for your review and signature through your existing service teams approximately 60 days prior to your Plan's migration date.

If your Plan document is outside drafted (which means that Empower does not provide your Plan document services), please work with your Plan document provider to make the referenced change effective by the time of your Plan's migration. Empower's recordkeeping platform will be updated to reflect this change effective as of February 2, 2024.

**Forfeiture/ Plan Level Accounts with no Allocations.** Upon migrating to the new Empower recordkeeping platform all forfeiture and Plan level account money sources need default investment allocations established for dollars going into those accounts. Effective as of February 2, 2024, any dollars going into the forfeitures and Plan level account(s) will be invested into GUARANTEED INTEREST ACCT as the default.

**Rebalance Frequency.** In conjunction with the Plan's migration to the Empower recordkeeping platform, sometime toward the end of the third quarter, the rebalancing frequency for the fund of fund(s) in the Plan's investment lineup will change from periodic rebalancing as described in the fund's investment materials to quarterly only. Future quarterly rebalances will occur on the last business day of the quarter. If you don't wish for this change to apply, you should consider removing the impacted fund(s) from the Plan's investment line up, otherwise, your consent will be deemed, and no further action is needed.

Empower Annuity Insurance Company reserves the right to provide communications and documents in an electronic format. Certain documents delivered electronically may still require Plan Sponsor signatures. Plan Sponsor understands and agrees that the Plan Sponsor can elect to receive all communications in paper form.

#### **FEE CALCULATION METHODS**

Any asset-based fee calculations will be based on the average daily balance of Plan assets during the assessment period. Per participant fees will be based on participant counts as of the end of the assessment period. Annual account charges and annual self-directed account charges (if applicable) will be moved from annual to quarterly.

<b>FACTS</b>	What does Empower Retirement, LLC (Empower) do with your personal information?
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>WHAT?</b>	<p>The types of personal information we collect, and share depend on the product or service you have with us.</p> <p>This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances.</li> <li>• Retirement assets and transaction history.</li> <li>• Employment information and income.</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>HOW?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower chooses to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES EMPOWER SHARE?	CAN YOU LIMIT THIS SHARING?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>QUESTIONS?</b>	Call toll-free at <b>855-756-4738</b> or go to <a href="https://empower.com/privacy">empower.com/privacy</a>	

<b>WHO WE ARE</b>	
<b>Who is providing this notice?</b>	Empower and its affiliates. A list of companies is provided at the end of this notice.
<b>WHAT WE DO</b>	
<b>How does Empower protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical, and procedural safeguards, such as building and system security, and personnel training.
<b>How does Empower collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Provide account information or apply for a loan.</li> <li>• Enter into an investment advisory contract or seek advice about your investments.</li> <li>• Tell us about your investment or retirement portfolio.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness.</li> <li>• Affiliates from using your information to market to you.</li> <li>• Sharing for nonaffiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>DEFINITIONS</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with the Empower names, as listed below, and other financial companies such as Empower Advisory Group, LLC.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Empower does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Empower doesn't jointly market.</li> </ul>
<b>WHO IS PROVIDING THIS NOTICE?</b>	
<p>Empower Retirement, LLC; Empower Annuity Insurance Company of America; Empower Life &amp; Annuity Insurance Company of New York; Empower Plan Services, LLC; Empower Advisory Group, LLC; Empower Financial Services, Inc.; The Canada Life Assurance Company (U.S. operations); Great-West Life &amp; Annuity Insurance Company of South Carolina; Empower Capital Management, LLC; Empower Funds, Inc.; Empower Trust Company, LLC; Empower Holdings, Inc.; Empower Annuity Insurance Company; Prudential Bank &amp; Trust, FSB (to be merged into Empower Trust Company, LLC in or around March 2023); TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; Mullin TBG Insurance Agency Services, LLC; COMOSA REIT Corp. Empower Personal Wealth, LLC; Empower Services Holdings, LLC; Personal Capital Advisors Corporation (to be merged into Empower Advisory Group, LLC in or around April 2023); and Personal Capital Services Corporation. Empower and/or certain Affiliates also administer certain insurance policies on behalf of other insurance companies as a "Third Party Administrator" in connection with certain acquisitions it has made of businesses previously owned by other companies.</p>	

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## CHANGES TO THE GOALMAKER SERVICE

The GoalMaker service you make available to your plan participants will be updated as discussed below with your plan's migration to the Empower platform.

The GoalMaker service provides participants with model asset allocations which they may choose to implement for their accounts ("GoalMaker"). The models provide suggested allocations to the mutual funds and other investment options available under your plan based generally on each participant's age and tolerance for risk. You and/or your plan's advisor have determined the investment options available within GoalMaker.

By electing to use GoalMaker, the plan participant directs Empower to invest the participant's account balance and future contributions in accordance with the model allocation selected. The plan participant is further directing Empower to periodically rebalance participants' investments back to the intended allocations.

When GoalMaker is used as the plan's Qualified Default Investment Alternative (QDIA), you, as the plan fiduciary, have authorized Empower to invest defaulted participants' accounts according to the appropriate GoalMaker model allocation based on each participant's age and a risk level chosen by you. Many plan sponsors choose GoalMaker with a moderate risk level for their plan's QDIA.

### **What's Changing**

GoalMaker currently uses a process which assigns participants to a new, more conservative allocation each time they reach a specified age band. Following migration to the Empower platform, participants will be mapped to and remain in a single GoalMaker model, known as a "Target Year Vintage". Each Target Year Vintage is designed to become gradually more conservative over time which is sometimes referred to as a glidepath and is similar to how target date investments work; becoming more conservative as a participant moves closer to retirement. Participants are able to terminate the GoalMaker service at any time.

Additionally, if your plan currently offers:

- 1) GoalMaker with IncomeFlex-Following migration to the Empower platform, Empower will no longer offer the IncomeFlex guaranteed income product or the guaranteed income asset class for new enrollees in GoalMaker or for participants who previously enrolled in GoalMaker and haven't reached age 55 – the age at which allocations to IncomeFlex would otherwise begin.
  - a. Any participant already enrolled in IncomeFlex at migration will retain their investment and ongoing contributions to IncomeFlex as a stand-alone investment if they choose to do so. However, a participant's balance in IncomeFlex will no longer be rebalanced or otherwise monitored as part of GoalMaker. As always, participants may redirect the investment of their accounts at any time.
  - b. Similarly, for those Participants defaulted to GoalMaker as your plan's QDIA and who have begun allocations to IncomeFlex and reached age 55, IncomeFlex, will remain as a separate investment option outside of the GoalMaker model allocations but no new

contributions to IncomeFlex will be made. If these Participants wish to make new contributions in IncomeFlex outside of GoalMaker they may make an affirmative elect to do so.

- 2) Partial GoalMaker- GoalMaker portfolios are generally intended to be “all or nothing” with 100% of current balances invested and 100% of future contributions being made to the service. Your plan’s GoalMaker service may currently allow participants to invest in GoalMaker, as well as investment options outside of GoalMaker. Following migration, participants may maintain their balances in, and future contributions to, these investments not covered by GoalMaker. However, participants will need to terminate the GoalMaker service if they wish to add or make changes to any investments not covered by GoalMaker, with the exception of employer stock, self-directed brokerage and IncomeFlex.
  
- 3) Qualified Default Alternative Stable Value balances as of 12/23/2007 carve outs- The Pension Protection Act of 2006 (“PPA”) extended fiduciary protections to certain Qualified Default Investment Alternatives. The eligible QDIAs do not include stable value funds. However, PPA permits plans to maintain balances in existing stable value defaults without losing fiduciary protection (“Grandfathered Defaults”). Empower will no longer support Grandfathered Defaults. Following migration, balances in Grandfathered Defaults and any ongoing contributions will be reallocated 100% to the GoalMaker QDIA.

The new standard GoalMaker model allocation allocations are shown below. If you have previously elected to include one or more non-standard asset classes in GoalMaker, those asset classes will continue to be included in the allocations available to your plan participants. Please visit your plan sponsor website at <http://sponsorcenter.prudential.com> to view those allocations and to determine which investment options in your plan correspond to the asset categories listed below. These changes apply regardless of whether GoalMaker is used as your plan’s Qualified Default Investment Alternative or is available for affirmative election as an investment option under your plan.

Empower GoalMaker Conservative 2005	Empower GoalMaker Moderate 2005	Empower GoalMaker Aggressive 2005
Empower GoalMaker Conservative 2010	Empower GoalMaker Moderate 2010	Empower GoalMaker Aggressive 2010
Empower GoalMaker Conservative 2015	Empower GoalMaker Moderate 2015	Empower GoalMaker Aggressive 2015
Empower GoalMaker Conservative 2020	Empower GoalMaker Moderate 2020	Empower GoalMaker Aggressive 2020
Empower GoalMaker Conservative 2025	Empower GoalMaker Moderate 2025	Empower GoalMaker Aggressive 2025
Empower GoalMaker Conservative 2030	Empower GoalMaker Moderate 2030	Empower GoalMaker Aggressive 2030
Empower GoalMaker Conservative 2035	Empower GoalMaker Moderate 2035	Empower GoalMaker Aggressive 2035
Empower GoalMaker Conservative 2040	Empower GoalMaker Moderate 2040	Empower GoalMaker Aggressive 2040
Empower GoalMaker Conservative 2045	Empower GoalMaker Moderate 2045	Empower GoalMaker Aggressive 2045

Empower GoalMaker Conservative 2050	Empower GoalMaker Moderate 2050	Empower GoalMaker Aggressive 2050
Empower GoalMaker Conservative 2055	Empower GoalMaker Moderate 2055	Empower GoalMaker Aggressive 2055
Empower GoalMaker Conservative 2060	Empower GoalMaker Moderate 2060	Empower GoalMaker Aggressive 2060
Empower GoalMaker Conservative 2065	Empower GoalMaker Moderate 2065	Empower GoalMaker Aggressive 2065
Empower GoalMaker Conservative 2070	Empower GoalMaker Moderate 2070	Empower GoalMaker Aggressive 2070

New GoalMaker Initial Allocations - Conservative														
	<u>2070</u>	<u>2065</u>	<u>2060</u>	<u>2055</u>	<u>2050</u>	<u>2045</u>	<u>2040</u>	<u>2035</u>	<u>2030</u>	<u>2025</u>	<u>2020</u>	<u>2015</u>	<u>2010</u>	<u>2005</u>
<b>Age</b>	<b><u>18-21</u></b>	<b><u>22-26</u></b>	<b><u>27-31</u></b>	<b><u>32-36</u></b>	<b><u>37-41</u></b>	<b><u>42-46</u></b>	<b><u>47-51</u></b>	<b><u>52-56</u></b>	<b><u>57-61</u></b>	<b><u>62-66</u></b>	<b><u>67-71</u></b>	<b><u>72-76</u></b>	<b><u>77-81</u></b>	<b><u>82+</u></b>
<u>Asset Class</u>														
Large Cap Growth Stocks	11.9%	11.9%	12.3%	12.5%	12.4%	11.4%	9.9%	8.4%	7.3%	6.4%	5.7%	5.1%	4.8%	4.8%
Large Cap Value Stocks	13.7%	13.7%	14.2%	14.4%	14.2%	13.1%	11.4%	9.7%	8.4%	7.4%	6.6%	5.9%	5.6%	5.5%
Small/Mid Growth Stocks	9.1%	9.1%	9.1%	9.0%	8.6%	7.7%	6.5%	5.4%	4.5%	3.9%	3.4%	3.0%	2.7%	2.7%
Small/Mid Value Stocks	13.2%	13.2%	13.2%	12.9%	12.3%	10.9%	9.2%	7.5%	6.2%	5.3%	4.5%	3.9%	3.5%	3.3%
International Stocks	36.9%	36.9%	35.5%	33.7%	31.0%	26.6%	21.6%	17.0%	13.7%	11.2%	9.3%	7.7%	6.7%	6.3%
Bonds	10.6%	10.6%	10.9%	12.2%	12.9%	18.1%	16.6%	20.8%	24.0%	26.3%	28.2%	29.7%	30.7%	31.0%
Stable Value	4.5%	4.5%	4.7%	5.2%	8.6%	12.1%	24.8%	31.2%	36.0%	39.5%	42.3%	44.6%	46.0%	46.5%

New GoalMaker Initial Allocations - Moderate														
	<u>2070</u>	<u>2065</u>	<u>2060</u>	<u>2055</u>	<u>2050</u>	<u>2045</u>	<u>2040</u>	<u>2035</u>	<u>2030</u>	<u>2025</u>	<u>2020</u>	<u>2015</u>	<u>2010</u>	<u>2005</u>
<b>Age</b>	<b><u>18-21</u></b>	<b><u>22-26</u></b>	<b><u>27-31</u></b>	<b><u>32-36</u></b>	<b><u>37-41</u></b>	<b><u>42-46</u></b>	<b><u>47-51</u></b>	<b><u>52-56</u></b>	<b><u>57-61</u></b>	<b><u>62-66</u></b>	<b><u>67-71</u></b>	<b><u>72-76</u></b>	<b><u>77-81</u></b>	<b><u>82+</u></b>
<u>Asset Class</u>														
Large Cap Growth Stocks	12.7%	12.7%	13.2%	13.7%	13.9%	13.6%	12.5%	10.9%	9.4%	8.3%	7.5%	6.9%	6.4%	6.2%
Large Cap Value Stocks	14.6%	14.6%	15.2%	15.7%	16.0%	15.6%	14.4%	12.5%	10.8%	9.5%	8.6%	7.9%	7.4%	7.1%

Small/Mid Growth Stocks	9.7%	9.7%	9.8%	9.8%	9.7%	9.2%	8.2%	7.0%	5.8%	5.0%	4.4%	3.9%	3.6%	3.5%
Small/Mid Value Stocks	14.1%	14.1%	14.1%	14.1%	13.8%	13.0%	11.5%	9.7%	8.0%	6.8%	5.9%	5.2%	4.7%	4.3%
International Stocks	40.9%	40.9%	39.5%	37.9%	35.9%	32.6%	27.8%	22.5%	17.9%	14.6%	12.3%	10.4%	9.0%	8.2%
Bonds	5.6%	5.6%	5.7%	6.2%	6.3%	9.5%	10.2%	14.9%	19.2%	22.3%	24.5%	26.2%	27.6%	28.3%
Stable Value	2.4%	2.4%	2.5%	2.7%	4.2%	6.4%	15.3%	22.4%	28.9%	33.4%	36.7%	39.4%	41.3%	42.4%

**New GoalMaker Initial Allocations - Aggressive**

	<b><u>2070</u></b>	<b><u>2065</u></b>	<b><u>2060</u></b>	<b><u>2055</u></b>	<b><u>2050</u></b>	<b><u>2045</u></b>	<b><u>2040</u></b>	<b><u>2035</u></b>	<b><u>2030</u></b>	<b><u>2025</u></b>	<b><u>2020</u></b>	<b><u>2015</u></b>	<b><u>2010</u></b>	<b><u>2005</u></b>
<b><u>Age</u></b>	<b><u>18-21</u></b>	<b><u>22-26</u></b>	<b><u>27-31</u></b>	<b><u>32-36</u></b>	<b><u>37-41</u></b>	<b><u>42-46</u></b>	<b><u>47-51</u></b>	<b><u>52-56</u></b>	<b><u>57-61</u></b>	<b><u>62-66</u></b>	<b><u>67-71</u></b>	<b><u>72-76</u></b>	<b><u>77-81</u></b>	<b><u>82+</u></b>
<b><u>Asset Class</u></b>														
Large Cap Growth Stocks	13.1%	13.1%	13.7%	14.2%	14.7%	15.0%	14.5%	13.3%	11.6%	10.1%	9.1%	8.4%	7.9%	7.6%
Large Cap Value Stocks	15.1%	15.1%	15.7%	16.3%	16.9%	17.2%	16.7%	15.3%	13.4%	11.6%	10.5%	9.7%	9.1%	8.8%
Small/Mid Growth Stocks	10.0%	10.0%	10.1%	10.2%	10.3%	10.1%	9.6%	8.5%	7.2%	6.1%	5.4%	4.8%	4.4%	4.3%
Small/Mid Value Stocks	14.6%	14.6%	14.6%	14.6%	14.6%	14.3%	13.4%	11.8%	9.9%	8.3%	7.2%	6.4%	5.8%	5.3%
International Stocks	42.2%	42.2%	40.9%	39.5%	37.9%	35.8%	32.4%	27.5%	22.2%	17.9%	14.9%	12.8%	11.1%	10.1%
Bonds	3.5%	3.5%	3.5%	3.6%	3.3%	4.5%	5.4%	9.4%	14.2%	18.3%	21.2%	23.1%	24.7%	25.6%
Stable Value	1.5%	1.5%	1.5%	1.5%	2.2%	3.0%	8.0%	14.2%	21.4%	27.5%	31.7%	34.7%	37.0%	38.3%

**Your Direction to Offer GoalMaker**

By executing the agreement package and/or continuing to offer the GoalMaker service, you authorize Empower at your plan's migration to the Empower platform, to map the accounts of participants using GoalMaker to the appropriate Target Year Vintage and their previously designated risk tolerance and to make the other changes outlined in this document, inclusive of changes to your plans Qualified Default Investment Alternative "QDIA", if applicable. This may result in allocation changes for some participants.

We will populate each asset category with the investment options you selected previously. After your plan's migration to the Empower platform, the accounts of participants using GoalMaker, will rebalance on a rolling basis based on each participant's birthdate, and your chosen frequency (quarterly, semiannually, annually). Participants will receive notice of these changes and the others discussed above in advance of the transition.

If you replace one of the plan's investment options at any time in the future, you direct Empower to make the replacement option available in the related GoalMaker asset class. You agree that the terms upon which GoalMaker is made available to your plan participants are subject to change and that Empower may presume your consent to such changes if it provides you advance notice of the changes and affords you a reasonable period of time within which to decide whether to accept or reject the changes.

The below outlines how Empower will notify your plans participants of this change.

- For those participants who have opted into e-delivery, Empower will provide a notice, providing direction on where to obtain more information on the changes. This will be provided approximately 30-60 days prior to your plan's migration date.
- For those participants who have not opted for e-delivery, Empower, at your direction, will mail a post card to the participants address of record, providing direction on where to obtain more information on the changes. This will be provided approximately 30-60 days prior to your plan's migration date. We need your direction by August 31st, 2023, to accommodate this request.
- Empower will provide the general notice to you, as the plan sponsor, to deliver to your participants as you see fit as well.

Should you wish to pursue alternative arrangements to notify your participants, please work with your Empower representative.

You also confirm that you (1) have had an opportunity to review a description of GoalMaker and the allocations, (2) have discussed offering of the GoalMaker allocations with your own legal counsel to the extent you deem appropriate including the status of GoalMaker under U.S. Department of Labor Interpretive Bulletin 96-1; (3) have determined to make GoalMaker part of your plan and that Empower should offer it to your plan's participants on your behalf; and (4) have determined that offering GoalMaker benefits the plan and is in the best interests of the plan and plan participants.



**LETTER OF INSTRUCTION (LOI) REGARDING  
SELF-DIRECTED BROKERAGE ACCOUNT**

The Plan Sponsor offers the THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA 401(K) PLAN ("the Plan") and has signed a Empower Brokerage Plan Sponsor Application and Agreement to offer the Empower Brokerage self-directed brokerage account (SDB) to participants in the Plan;

**Partial Liquidation Authorization**

If the participant has not complied with a request to transfer money from their SDB account to their core account in the Plan, the Plan Sponsor hereby instructs the Recordkeeper to transfer available funds from the money market portion of the participant's SDB account for one of the following reasons:

- 1) to fund a required minimum distribution under Section 401(a)(9) of the Internal Revenue Code of 1986, as amended and Treasury regulations promulgated thereunder (the "Code");
- 2) to comply with requirements of a Domestic Relations Order (DRO) within the meaning of the Code;
- 3) to fund a processing error,
- 4) to make a corrective distribution, or
- 5) for the collection of Plan or core account-related fees.

**If there are insufficient funds in the money market portion of the participant's SDB account to fulfill the request and it is necessary to liquidate securities in the participant's SDB account and the participant fails to provide liquidation instructions, the Plan Sponsor may provide written instructions to the Recordkeeper identifying the specific securities and the number of shares or units to be liquidated. Alternatively, the Plan Sponsor may provide instructions to fully liquidate a participant's SDB account, terminate the SDB account agreement, and restrict SDB accounts from further use by the participant. If partial liquidation instructions are not provided by the Plan Sponsor and funding is required for one of the above-stated reasons, Plan Sponsor hereby authorizes the Recordkeeper to instruct Empower Brokerage to fully liquidate the participant's SDB account, move the proceeds to the core account and process the appropriate payment.**

**Additional fees and charges may be assessed for any liquidation of funds from the SDB account in accordance with the terms of the SDB account agreement. Brokerage transaction fees will be charged on each position sold. Therefore, selling multiple stocks or mutual funds will result in higher fees.**

**Full Liquidation Authorization**

The Plan Sponsor hereby instructs Empower Brokerage to fully liquidate a participant's SDB account, terminate the SDB account agreement, and restrict it from further use by the participant for one of the following reasons:

- A) Upon notification of the death of a participant, unless the Plan allows in-kind transfers of SDB account assets and the beneficiary has selected this option; or
- B) When the participant's account is to be 100% liquidated due to the Plan's de minimus payout requirements.

**Additional fees and charges may be assessed for any liquidation of funds from the SDB account in accordance with the terms of the SDB account agreement. Therefore, selling multiple stocks or mutual funds will result in higher fees.**

The Plan Sponsor represents that they have received and acknowledges the requirements set forth in the Self-Directed Brokerage Account Policies and Procedures, and the Plan Sponsor also represents that they have authorized to give the Recordkeeper this Letter of Instruction and any instructions provided pursuant to it.

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# Empower Brokerage Agreement

**Plan Sponsor** SCHOOL BOARD OF SARASOTA CNTY ("Plan Sponsor")

**Plan Name:** THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA 401(K) PLAN  
("Plan")

**Empower Plan Number:** 007139 P

Plan Type: 401K

Is Plan covered by the Participant Retirement Income Security Act of 1974 ("ERISA"): ☐ Yes ☒ No

File Form 5500? ☐ Yes ☒ No If the Plan files Form 5500, please indicate the Employer Identification

Number (EIN) used when filing the Form 5500:

If the Plan does not file Form 5500, please provide the Employer EIN: 59-6000847

Plan Year-End Date: 12/31

**Plan Trustee ("Trustee")**

Trustee (Custodian if applicable): Empower Trust Company, LLC

Contact Name: Empower Trust Company, LLC

Mailing Address: 8515 E Orchard Road  
Greenwood Village, CO 80111

Phone Number: 303-737-3000

Email Address: [sdb@empower.com](mailto:sdb@empower.com)

Trustee (Custodian if applicable) Tax ID number: 84-1455663

This Application and Agreement ("Agreement") is between the Plan Sponsor, Empower Financial Services, Inc. ("EFSI"), and Trustee or Custodian. This Agreement establishes a self-directed brokerage account option, called Empower Brokerage, for the Plan shown above.

## 1. AUTHORIZATION.

- a. Plan Sponsor hereby instructs EFSI to make Empower Brokerage available through the Plan, pursuant to the terms and conditions of this Agreement and the Empower Brokerage SDB Investment Platform Policies and Procedures.
- b. Plan Sponsor hereby directs Trustee or Custodian to establish and fund accounts in Empower Brokerage pursuant to the terms and conditions of this Agreement and the Empower Brokerage SDB Investment Platform Policies and Procedures.

## 2. DESCRIPTION OF SERVICES.

Empower Brokerage is a self-directed brokerage account option through which Plan participants (herein after, "Participant" or "Participants") can invest in an array of investment vehicles in addition to those available through the Plan's core investment options (the "SDB Investment Platform"). Under Empower Brokerage, EFSI acts as the introducing broker-dealer who ultimately provides access to the SDB Investment Platform. EFSI has retained a third-party subcontractor to act as clearing broker-dealer; this clearing broker-

dealer executes and clears trades, and provides other back-office, settlement, trading, and fund accounting services to EFSI. The current clearing broker-dealer is Pershing LLC, an entity that is unrelated to EFSI.

- a. Participants may establish an Empower Brokerage account by completing an application with EFSI, in the format and through the processes that EFSI has established. In addition to the terms of this Agreement, Plan Sponsor acknowledges that a Participant's use of Empower Brokerage is subject to the terms and conditions contained in the established process, and separately agreed to by the participant. These terms and conditions contain a binding arbitration provision for disputes regarding Empower Brokerage that may arise between Participants and EFSI.
- b. When a Participant's application to establish an Empower Brokerage account has been completed in good order, Plan Sponsor instructs EFSI and Trustee or Custodian to establish an account for the Participant (a "Participant SDB Account"). A Participant's SDB Account may be further recordkept as either a "Non-Roth Participant SDB Account" or a "Roth Participant SDB Account" as necessary to distinguish between the tax treatment given these different types of contributions.
- c. When a Participant SDB Account has been established, a Participant may transfer assets from their Plan accounts held outside the Participant SDB Account on EFSI's or an affiliate's system ("Core Accounts") into the Participant SDB Account for investment. Participants may be required to keep a specific amount or specific percentage of Plan investments in their Core Accounts as a condition of using Empower Brokerage.
- d. A Participant may invest their Participant SDB Account in the SDB Investment Platform made available under Empower Brokerage, subject to the restrictions specified below. The Participant will make investment elections through an internet-based portal, through assistance from a phone representative, or through other interfaces that may be made available in the future.
- e. In providing the services described in this Agreement, Plan Sponsor understands and agrees that EFSI is not acting as a fiduciary under ERISA or the Investment Advisers Act of 1940 ("Advisers Act") in selecting investment vehicles for inclusion on the SDB Investment Platform. EFSI does not determine which particular investments may be appropriate for the Plan or for Participants who use Empower Brokerage pursuant to this Agreement.

### **3. EMPOWER BROKERAGE INVESTMENT PLATFORM.**

- a. The SDB Investment Platform is designed to give Participants a broad set of investment choices and is constructed based upon (i) consideration of market competitiveness and (ii) the ability of EFSI to engage the providers of investment offerings for inclusion in Empower Brokerage. EFSI is acting as the Investment Platform provider when it provides general securities brokerage to the Plan and Participants via Empower Brokerage. Plan Sponsor acknowledges the information above and has concluded that offering Empower Brokerage is appropriate for the Plan.
- b. The SDB Investment Platform may be modified from time to time, as deemed appropriate by EFSI. Plan sponsor hereby authorizes EFSI to remove or change the investment vehicles available on the SDB Investment Platform without prior approval or notification. Plan Sponsor acknowledges that the SDB Investment Platform (including each individual security or other investment vehicle on the Investment Platform) does not qualify as a 'designated investment alternative' as that term is described in 29 C.F.R. Section 2550.404a-5.
- c. As available to benefit plan investors like the Plan, the SDB Investment Platform does not generally include several categories of investments, including but not limited to collectibles, commodities, currencies (fiat or digital), futures, municipal bonds, precious metals, private placements, and real estate. Certain investment techniques including but not limited to trading on margin, short sales,

and unsecured option writing are not permitted. All general securities trades must be introduced by EFSI; trading arrangements utilizing an introducing broker-dealer other than EFSI (i.e., prime brokerage) are not permitted.

- d. As available to benefit plan investors like the Plan, Empower Brokerage does not support investment in the Plan Sponsor's employer securities. If the plan is publicly traded then need to list the CUSIPS
- e. Plan Sponsor states that it has provided, in the space below, a complete list of employer securities. The only securities that will be restricted are those listed below. Any securities not listed will not be restricted. Plan Sponsor agrees that it will update the list of employer securities in the event of changes to the employer securities information provided below, including any new issues.

To the extent that the Plan Sponsor agrees to grandfather, and to transfer into Empower Brokerage, certain existing employer securities held in the Plan as either a direct investment option or in a self-directed brokerage account maintained by a prior provider, the following provisions shall apply with respect to such employer securities.

- a. Insider Transactions. Plan Sponsor acknowledges that it has the sole obligation for reviewing transactions undertaken in Empower Brokerage to determine whether any reporting is required of acquisitions, sales or other transactions by corporate insiders in employer securities, including any reporting required by the Securities Exchange Act of 1934. Plan Sponsor also acknowledges that it has the sole responsibility for monitoring transactions undertaken in Empower Brokerage for insider trading. Plan Sponsor agrees to indemnify and hold harmless both EFSI and Empower Trust Company, LLC for any dispute, litigation or regulatory matter that arises regarding an investment made in employer securities through Empower Brokerage.
- b. Net Unrealized Appreciation. Certain distributions of employer securities from a qualified plan may be entitled to preferential tax treatment under the Internal Revenue Code as "net unrealized appreciation" ("NUA"). However, Plan Sponsor acknowledges that Empower Brokerage cannot support several key requirements necessary for a Plan participant to structure a distribution to satisfy the NUA rules. Accordingly, Plan Sponsor understands and agrees that a Plan participant's investment in employer securities through Empower Brokerage will not allow the Plan participant to take advantage of the tax benefits that would otherwise be available under the NUA rules. Plan Sponsor agrees to indemnify and hold harmless both EFSI and Empower Trust Company, LLC for any dispute, litigation or regulatory matter that arises relating to NUA in connection with an investment made in employer securities through Empower Brokerage.

#### **4. PLAN SPONSOR PERMITTED INVESTMENT VEHICLES AVAILABLE THROUGH THE SDB INVESTMENT PLATFORM.**

**YOUR PRIOR ELECTIONS WILL TRANSITION OVER. FOR FUTURE CHANGES PLEASE ACCOUNT REPRESENTATIVE**

#### **5. BROKERAGE CORE INVESTMENT OPTION.**

Pending EFSI's receipt of Plan participant-directed transactions in Empower Brokerage, Plan Sponsor instructs EFSI to invest the Participant SDB Account in the Dreyfus Insured Deposit Program, a Federal Deposit Insurance Corporation ("FDIC") insured deposit account or such other cash sweep vehicle or vehicles selected by EFSI in its sole discretion from time to time, provided however that such cash sweep vehicle shall be an FDIC-insured deposit account or money market investment company registered pursuant to the Investment Company Act of 1940.

## **6. FEES AND COMPENSATION.**

- a. EFSI receives compensation for providing Empower Brokerage as described below:
- i. A quarterly administration fee may be assessed against the Participant's Plan account. Within the Participant's Plan account, the quarterly administration fee may be assessed against either the Participant's Core Account or the participant's Participant SDB Account. The amount of the quarterly administration fee is set forth in the Plan Sponsor's separate recordkeeping services agreement.
  - ii. There are transactional and account service fees assessed against the Participant SDB Account. A description of these fee amounts is available on the Empower Brokerage Fee Schedule.
  - iii. EFSI or its affiliates may receive compensation from mutual funds available for investment through Empower Brokerage. This compensation consists of revenue sharing payments made by the mutual fund (or their affiliates) for marketing, distribution, recordkeeping, subaccounting, subtransfer agency, or other administrative services for the mutual fund. This compensation varies by fund, and not all funds make these types of payments. Some or all of these payments are included in the mutual fund's annual expense ratio, and are paid by investors in the fund, including Participant SDB Accounts. A fund's annual expense ratio can be located in the fund prospectus, which is available on the fund's website.
  - iv. EFSI may act as an agent in purchasing fixed income investments on behalf of Empower Brokerage users. Acting as an agent means that we are not selling the fixed income investments from our inventory. EFSI may earn a fee for acting as an agent in connection with acquisition of fixed income investments.
  - v. For a certificate of deposit (CD) purchased through Empower Brokerage, EFSI receives a placement fee from the issuer of the CD. The amount of the placement fee varies based on the interest rate environment at the time of purchase, and maturity of the CD. The actual placement fee is available prior to purchase, upon request.
  - vi. In the event that a trading error occurs in Empower Brokerage, actions will be taken to put the Participant in the position he or she would have been in had the error not been made. The process of correcting the error through a purchase of the correct investment may result in a gain or a loss to EFSI. In the event these correction transactions result in a gain, then this gain is retained by EFSI as compensation.
- b. Plan Sponsor and a company related to EFSI (such as EFSI's recordkeeping affiliate, or EFSI's parent company) may have entered into a separate agreement under which EFSI's parent, or the EFSI affiliate, agreed to credit to the Plan amounts in relation to certain types of revenue sharing received in connection with Plan investments. Notwithstanding these other agreements or arrangements, Plan Sponsor agrees that any separate contractual provision regarding crediting of amounts in relation to revenue sharing shall not apply to the revenue sharing received by EFSI in connection with the Plan's participation in Empower Brokerage, and that EFSI will retain revenue sharing associated with the Plan's participation in Empower Brokerage as compensation.
- c. The clearing broker retained by EFSI for clearing broker-dealer services in connection with Empower Brokerage receives compensation for its services. First, the clearing broker is paid a portion of the transactional and other fees assessed by EFSI against Participant SDB Accounts, as described above. Second, the clearing broker may receive compensation in the form of revenue sharing payments from the mutual funds (or their affiliates) available through Empower Brokerage. These payments are made for marketing, distribution, recordkeeping, subaccounting, subtransfer agency, or other administrative services for the mutual fund. This compensation varies by fund, and not all funds make these types of

payments. Some or all of these payments are included in the mutual fund's annual expense ratio, and are paid by investors in the fund, including Participant SDB Accounts. A fund's annual expense ratio can be located in the fund prospectus, which is available on the fund's website.

- d. Plan Sponsor authorizes EFSI to sell investments held in an individual Participant SDB Account after EFSI has provided reasonable notice to the Participant, to cover any outstanding debt balances in a Participant SDB Account. In addition, Plan Sponsor authorizes Trustee or Custodian to transfer funds from a Participant's Core Account if necessary to cover outstanding debt balances in a Participant SDB Account after EFSI has provided reasonable notice to the Participant.

#### **7. REPORTING TO PLAN PARTICIPANTS AND PLAN SPONSOR.**

- a. EFSI will deliver statements to the Plan participant for a Participant SDB Account, in the delivery manner chosen by the Plan participant at establishment, or in a subsequent election. Statements will be sent monthly when activity occurs, and quarterly at a minimum, although Participants may elect to receive monthly statements even when there is no trading activity. These statements will be separate and apart from the regular quarterly Plan statement delivered to Plan participants for Core Accounts.
- b. Annual reporting will be delivered to Plan Sponsor for purposes of compiling the Plan's audited financial statements.

#### **8. THIRD PARTY TRADING AND FEE AUTHORIZATION.**

- a. Allow Participants to delegate trading authority? If Yes is selected below, Plan Sponsor authorizes the Participant to delegate discretionary investment authority to either a third party or a registered investment adviser ("RIA") of the participant's choosing without review and further approval by the Plan Sponsor. The Participant will authorize the third party through EFSI's internal delegation process, which does not include analysis of whether a third-party adviser is qualified or appropriate for the Participant. Plan Sponsor understands and accepts that EFSI is not responsible for the investment trading performed by third parties or RIAs who are given permission to trade a Participant SDB Account. The Participant may also elect to allow the third party or RIA to receive duplicate statements for the Participant SDB Account. Plan Sponsor understands that there may be a process separate from the trading delegation described here, where a third party may be given access to a Participant's Empower Brokerage account through a power of attorney appointment process, and the power of attorney appointment may include a grant of trading authority.

Allow any third party or RIA to have trading authority: ☐ Yes ☒ No

- b. Allow Advisory Fees to be paid? If Yes is selected below, Plan Sponsor authorizes Participants to direct the payment of the third party or RIA's advisory service fees ("Advisory Fees") from their Participant SDB Account without review or further approval by the Plan Sponsor. If selected, any invoices received from a third party or RIA will be paid from the Participant SDB Account. EFSI is not involved in determining the amount of the fee activity in the account and is not responsible for reviewing the fees to determine reasonability, suitability or frequency of investment activity or trading. GFWS is also not responsible for any errors or miscalculations of fees, or in determining if the fees are calculated in accordance with applicable law and regulations. The Participant and Advisor must complete and return the Self-Directed Account Authorization to Pay Third Party Advisory Fees form (or similar EFSI form) before advisory fees can be deducted from the Participant's account. The Plan Sponsor understands and agrees that it is solely responsible for determining whether such fees are reasonable and appropriate under ERISA and for compliance with ERISA §408(b)(2) to the extent applicable.

Allow Advisory Fees to be paid from the Participant SDB Account: ☐ Yes ☒ No

#### **9. UNRELATED BUSINESS TAXABLE INCOME.**

While EFSI makes efforts in Empower Brokerage to screen out investments that could generate unrelated business taxable income ("UBTI"), there is no perfect method for monitoring whether an investment may generate UBTI. Plan Sponsor acknowledges and assumes the risk that in offering Empower Brokerage, some investments available through Empower Brokerage may generate UBTI. These investments report potential UBTI generated by Participant SDB Accounts by issuing Schedule K-1s. In the event that a Participant SDB Account investment causes a Schedule K-1 to be generated, Plan Sponsor will have the obligation to review the Schedule K-1 to determine whether the Plan will need to report UBTI and pay any applicable taxes. Plan Sponsor will also have the obligation to file any applicable federal or state tax forms including Form 990s. EFSI shall have no responsibility for reporting UBTI or remitting any applicable taxes with regard to investments transferred by Plan Sponsor at the time of initial conversion to Empower Brokerage.

#### **10. REPRESENTATIONS.**

a. Plan Sponsor.

- i. Plan Sponsor acknowledges that it is the fiduciary or administrator of the Plan with authority to instruct EFSI and Trustee or Custodian to establish Empower Brokerage.
- ii. The Plan document authorizes the establishing of a self-directed brokerage account program and use of the investment options available in the account, and Plan Sponsor will ensure that the Plan document continues to authorize use of Empower Brokerage throughout the term of this Agreement.
- iii. The Plan Sponsor has engaged in a deliberative process in considering whether to offer Empower Brokerage, and believes it is acting in a prudent and nondiscriminatory manner in establishing the Empower Brokerage. In particular, Plan Sponsor believes offering Empower Brokerage is appropriate given the investment sophistication of the Participants.
- iv. The Plan Sponsor or its designee acknowledges that it will periodically review, in its capacity as a fiduciary, whether making available Empower Brokerage is appropriate in light of the Plan's population.

b. EFSI.

- i. EFSI is authorized under applicable law to provide the SDB Account described under this Agreement.

#### **11. EFFECTIVE DATE.**

This Agreement will be effective on the date of migration.

#### **12. ADDITIONAL TERMS.**

- a. The Plan Sponsor has previously entered into a recordkeeping service agreement ("Recordkeeping Agreement") with Empower Retirement, LLC or its affiliates. Plan Sponsor agrees that the terms contained in the Recordkeeping Agreement regarding indemnification, term, termination, governing law and notices are incorporated by reference to this Agreement, with EFSI substituted for each usage of Empower Retirement or its affiliate.
- b. The Plan Sponsor has previously entered into a trust agreement with Trustee or Custodian. Plan Sponsor agrees that the terms contained in the trust agreement regarding indemnification, term, termination, governing law and notices will apply to the transactions contemplated under this Agreement.



**Empower Financial Services, Inc.**

Signature:

A handwritten signature in blue ink, appearing to read "Carol Waddell", is written over a faint, light blue rectangular background.

Name: Carol Waddell

Title: President Empower Personal Wealth

Date: February 2, 2024



### Self-Directed Brokerage (SDB) and Roth Conversion Plans

This Self-Directed Brokerage and Roth Conversion Plans section only applies to plans that allow Roth in the plan. Roth and non-Roth money will be held in separate SDB accounts post conversion. At conversion, if participant SDB accounts are comingled with both Roth and non-Roth money they will be separated prior to coming out of blackout. Any participant communications relating to this separation are the responsibility of the plan sponsor and could be incorporated into the SOX notice or other conversion communications.

Holding Roth in a separate SDB account provides the following benefits to the participants.

- Allow participants to purchase specific assets with Roth money or non-Roth money
- Allow participants to track their Roth investments and earnings separately
- Allow participants to rollover their Roth SDB shares to a Roth IRA and rollover their non-Roth SDB shares to a Traditional IRA (availability of in-kind rollovers determined by plan document)

There will be no additional recordkeeping fee for the second SDB account with a Provider; however, each SDB account will incur its own transaction costs under the existing SDB fee schedule.

Assets will be separated in the following order:

- I. Cash
- II. Mutual funds, in alphabetical order by fund name as listed by the SDB Provider
- III. Settled Stocks and Exchange Traded Funds (ETFs), in alphabetical order as listed by the SDB Provider.

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**Note: Assets cannot be moved pro-rata.** Since there are often transaction fees for selling assets, splitting positions between two accounts would double the transaction fees when the assets are eventually sold. Additionally, some securities can only be split between the Roth and non-Roth accounts in whole shares, making pro-rata a non-viable option.

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Plan Name: THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA 401(K) PLAN  
Plan Number: 007139\_P

I, plan sponsor, for THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA 401(K) PLAN (name of retirement plan), direct recordkeeper to separate the securities, of those received at the time of separation, in participant SDB accounts in the manner described above. I understand this method above is administratively feasible and applicable to all participants with Roth money in SDB.

## **Self-Directed Brokerage Account Policies and Procedures**

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### **A. GENERAL DESCRIPTION**

The Self-Directed Brokerage Account ("SDB") option with SDB Provider is described as follows:

#### **1. Account Establishment and Funding**

SDB Provider has agreed to offer a SDB option to the Participants of the Plan sponsored by the Plan Sponsor. The SDB will be treated for recordkeeping purposes as a separate investment option under the Plan.

Participants must apply to SDB Provider to establish an account with SDB Provider and must affirmatively accept an indemnity/release statement via either Recordkeeper's web site or automated voice response system prior to participating in the SDB arrangement. Participants utilizing the SDB prior to the electronic indemnity/release statement being available will be required to accept an indemnity/release statement prior to making additional transfers to the SDB via web or voice response system.

If the Plan has Roth money source available in the Plan and allows Roth in SDB, participants must apply to SDB Provider to establish a separate Roth SDB account. There will be no additional recordkeeping fees associated with the second SDB account. However, each SDB account will incur its own trading costs.

Under the SDB option, the Participant chooses from eligible investments, including, mutual funds, stocks and bonds allowed by the Plan, as specified in the investment restriction section of the SDB Provider Plan Application completed by the Plan and submitted to SDB Provider, subject to certain trading restrictions. If the company is publicly traded, their Company Stock must be restricted from the SDB accounts, and the stock must be listed in the investment restriction section of the SDB Provider Plan Application.

#### **2. Core Investment Minimums**

All investment options other than the SDB option shall be defined as "Core Investments". A core minimum may be required in the Core Investments.

If a core minimum is required, and if the participant has not met the required Core Investments minimum, transfers will be restricted from the Core Investments to SDB Provider. Additionally, if the participant has elected allocations to the SDB Sweep Vehicle, and the Core Investments minimum has not been met, the system will retain the necessary amount from the contribution, and any subsequent contributions, until the Core Investments minimum has been satisfied. If the participant has elected 100% of allocations to the SDB Sweep Vehicle, the system will deposit the amount retained into the Plan's default option.

### 3. Transfers and Contributions to SDB Provider

Participants may transfer assets to SDB Provider from the Core Investments, subject to any transfer restrictions or other rules associated with a particular investment option. Contributions from salary reduction may also be allocated to SDB Provider to the extent the Core Investments minimum has been met.

Participants must initiate transfers to SDB Provider via Recordkeeper's web-site, or the client service representative. Transfers may be made only in U.S. dollars and only into the SDB Sweep Vehicle at SDB Provider. When a Participant provides direction to transfer assets or to contribute directly to SDB Provider, the transfer of the assets from the Core Investments or contributions directly to SDB and receipt of those assets by SDB Provider will not be simultaneous.

A Participant's initial transfer and each subsequent transfer may be subject to a transfer minimum requirement. All transfers between SDB Provider and the Core Investments will be prorated against all money sources within a Participant's account unless the participant directs a customer service representative to transfer only one money source.

If a core minimum requirement applies, transfers to SDB Provider will not be permitted if a Participant's total balance in the Core Investments falls below the required Core Investments minimum.

### 4. Brokerage Activity

After funds are transferred or contributed to a Participant's SDB account, the Participant must contact SDB Provider to trade within the SDB account. Participants may provide investment instructions to SDB Provider by calling a SDB Provider Investor Service Representative, via the SDB Provider Voice Response System or via the Internet by accessing SDB Provider's web-site. In general, securities eligible for trading in a SDB account include investment companies registered under the Investment Company Act of 1940 and securities traded on the US exchanges. However, global trading restrictions apply and will be controlled by the SDB Provider. Additionally, SDB Provider will not accept orders for any transactions involving certain securities if so instructed by the Plan Sponsor pursuant to the investment restriction section of the SDB Provider' Plan Application executed by the Plan Sponsor and Trustee, if applicable.

The SDB Provider will provide each Participant with any annual reports, proxy, tender offer, prospectus, or any other information it receives in connection with securities held in the Participant's SDB account (collectively referred to as "Shareholder Communications"), including information regarding voting, tendering or any other shareholder actions. SDB Provider will cause its Clearing Agent to exercise the default option under the reorganization terms on voluntary actions if the Participant provides no instruction. In no case will either SDB Provider or Recordkeeper and/or its affiliates be under any duty to determine how, or if, proxies are voted or acted upon or to take any action in connection with any Shareholder Communication.

### 5. Transfers from SDB Provider

Participants must transfer assets from their SDB account via Recordkeeper's web-site, or the client service representative to the Core Investments to the extent that funds are required for a scheduled or requested loan, distribution, periodic payment or rollovers or distributions pursuant to a Qualified Domestic Relations Order (QDRO). Periodic payments scheduled for the ninety (90) day period following a distribution request and scheduled irrevocable payments are not available for other distributions. If a core minimum requirement applies, the minimum required balance for the Core Investments will not be available for any distributions if the Participant has a balance in the SDB. Transfers may be made only in U.S. dollars, and may be initiated as 100% if the participant has elected

the “Transfer All” button on the Recordkeeper’s web site, and only from the SDB Sweep Vehicle. Participants must contact SDB Provider and liquidate mutual funds, stocks, and/or bonds prior to transferring from SDB Provider to the Core Investments. Before initiating a transfer, Participants must cancel any open “buy” orders for securities to the extent the open “buy” orders exceed the remaining balance available in the SDB option. Participants must then contact Recordkeeper to initiate transfers from the SDB Sweep Vehicle to the Core Investments. Transfers initiated by the participant from the SDB Sweep Vehicle at SDB Provider to the Core Investments will be allocated among the Core Investments according to the Participant’s instructions, or to the plan default in the absence of instructions from the Participant from time to time.

Pursuant to QDRO processing, if after fifteen (15) business days the Participant fails to comply with the notice to transfer cash back to the Core investments, the Plan Sponsor will be notified that the total SDB Sweep Vehicle balance will be transferred back to the Core Investments and allocated to the Plan default option. In the event that the SDB Sweep Vehicle is insufficient to satisfy the QDRO amount, the Plan Sponsor will be notified that all securities held in the SDB account will be liquidated and the total SDB balance will be transferred back to the Core Investments and allocated to the Plan default option.

#### 6. Non-Required and Required Future Payments

Any Participant who has established a SDB account and has set up future payments (including periodic payments) will be responsible for transferring the amount of money sufficient to maintain their future payments to the Core Investments.

If a future payment fails because there is not enough money in the Core Investments, the following will occur:

- a. If the amount in the Core Investments is not sufficient to make a payment, the future payments will be terminated on the recordkeeping system; Transfers of money from SDB Provider to the Core Investments to satisfy future payments can only be made by the Participant;
- b. Future payments will not be backdated to the original effective date.

To restart future payments, the Participant must transfer money to the Core Investments and resubmit any forms necessary to set up future payments.

#### 7. Death Benefit Payments

A beneficiary cannot access the SDB account. Upon receipt of a death benefit claim form in good order, SDB Provider will be directed to freeze SDB activity and cancel any open orders. Unless an in-kind rollover to eligible retirement plan is selected, securities held in the SDB Provider account will be liquidated according to the Letter of Instruction from the Plan Sponsor and the proceeds will be transferred to the plan default in the Core Investments for distribution. Trailing dividends will be transferred to the Core Investments for distribution.

#### 8. Closing SDBs

Participants must call SDB Provider to close their account. Once the account is closed, the Participant cannot initiate any further transfers to the SDB account. If a dividend is paid into the account after the Participant has transferred all money to the Core Investments, the Participant must call SDB Provider to liquidate securities and wait for the transaction to settle in the SDB Sweep Vehicle. Once the securities have settled in the SDB Sweep Vehicle, the Participant must call Recordkeeper to initiate the

transfer from the SDB Provider SDB Sweep Vehicle to the Core Investments. If a Participant closes their SDB account, they will have to open a new account with a new account number.

9. Name and Address Changes

Name and Address changes will be sent in daily files by Recordkeeper to SDB Provider.

10. Special Recordkeeping Associated with the Self-Directed Brokerage Option

The recordkeeping in respect of the SDB program will differ from the recordkeeping services described elsewhere in the Agreement.

- a. Rebalancer and dollar cost averaging are not available for any SDB;
- b. Participant statements issued according to the Agreement will show one balance for the SDB account. The SDB balance will be included in the rate of return on the statement for the SDB balances. No transactions within the SDB will be shown on this statement.
- c. The following information will not be shown on the quarterly Plan Summary Report for SDBs:
  - i. Realized and unrealized gains and losses;
  - ii. Cost basis; and
  - iii. Reportable transactions.
- d. In-kind rollovers are allowed from the SDB account, if provided for in the plan document, and only if participants meet qualifying criteria.
  - i. Participants must be 100% vested, and must be requesting a full distribution of the entire account including Core Investments as well as the SDB account, and must be rolling the assets in-kind to a retirement account or IRA.
  - ii. A confirmation of the event, once completed, will be mailed to the participant.
- e. In-kind rollovers directly into the SDB account are prohibited.
- f. Transaction timing information is described in Schedule A attached.

**B. GENERAL INFORMATION**

- 1. The SDB Provider is an independent, unaffiliated third party to Recordkeeper and its affiliates and the SDB Provider may review and amend the fees charged at any time without notice.
- 2. The availability of a mutual fund, stock, or bond under the SDB program does not constitute a determination by Recordkeeper, its affiliates or their participants, officers, directors, agents or affiliates (collectively Recordkeeper) of the merits, prudence, or advisability of the SDB program, nor does Recordkeeper or its affiliates provide investment advice or recommend or evaluate the merits or suitability of any investment available through the SDB program. Neither Recordkeeper nor its affiliates act as a fiduciary with respect to the selection and retention of the SDB program or any Participant SDBs held thereunder.
- 3. Neither the Recordkeeper nor its affiliates have any discretionary authority and cannot exercise discretionary control on behalf of the Plan or SDB Provider and are not an agent of SDB Provider. However, except for those duties expressly performed by Plan Sponsor or SDB Provider, all ministerial administrative functions related to the SDB arrangement are to be performed by Recordkeeper according to the Agreement. The SDB Provider may act pursuant to instructions provided according to these Procedures and pursuant to Participant directions.

4. Recordkeeper is authorized to perform the services in the following limited and nondiscretionary capacity: to forward cash to SDB Provider on behalf of the Plan and Plan Participants; to direct SDB Provider to liquidate any SDB assets and transfer such assets to the recordkeeping system in order to pay fees, expenses and benefits in respect to payment options required under the Plan and close Participant SDB accounts according to Letter of Instruction Regarding Self Directed Brokerage Account and/or Participant instructions. Such limited authority includes the authority to transmit instructions to SDB Provider to transfer assets from SDBs to another Plan investment provider; to transfer assets to or from a SDB; and to take any other ministerial actions incidental to the administration of the foregoing.
5. In addition to the recordkeeping and communication fee described in the Agreement, an annualized fee per year per Plan, if applicable, shall be collected from the account of each Participant utilizing the SDB, deducted from each participant's Core Investments account balance on a pro rata basis per quarter (as defined below) per Plan. A quarter shall be defined as the period from the 21st day of the third month of the preceding calendar quarter to the 20th day of the third month of the current calendar quarter. This fee will not be assessed in respect of any quarter that the Participant maintains a zero (\$0) balance in the SDB for the entire quarter. Participants electing to invest in the SDB will also be assessed separately by SDB Provider its fees, the management and other fees specific to each investment option selected. The commissions and/or fees charged by SDB Provider are set forth on SDB Provider's Web site and will be charged to the Participant's SDB as they apply to the SDB arrangement. These commissions and/or fees are subject to change at any time without notice. Recordkeeper and/or one or more of its affiliates may receive revenues from SDB Provider which reimburses for administrative and systems interface.

#### C. LIABILITY

Neither SDB Provider nor Recordkeeper and its affiliates acts as a fiduciary with respect to the Participant's selection or retention of SDB assets or investments. Neither SDB Provider nor Recordkeeper and its affiliates has any duty to monitor purchases, sales, or exchanges of securities in the Participant SDBs and other transactions in the SDB, or to determine whether the amount contributed or transferred to SDB Provider from the recordkeeping system for any Participant Account is proper or correct.

#### D. TERMINATION

The SDB arrangement may be terminated by Plan Sponsor or Recordkeeper at any time upon written notice to the other parties. Such termination will be effective sixty (60) days after the date of mailing such notice. Upon termination, the Plan Sponsor agrees to provide direction with respect to the disbursement of any monies or securities invested in the SDB arrangement.

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**Schedule A**

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**Transaction Timing****A. Transfers and Contributions to SDB Provider:**

Participant initiated transfer and contribution requests from the Core Investments to the SDB account that are received on a Business Day before 2:00 p.m. Mountain Time will be processed and sent to SDB Provider the second Business Day, if all of the Core Investment option providers associated with the transfer and contribution request meet the “late day” trading requirements. “Late day” trading means that the investment option provider agrees to accept transactions at that Business Day’s price that are initiated prior to 2:00 p.m. Mountain Time but are received by the investment option provider after 2:00 p.m. Mountain Time. If received on a Business Day after 2:00 p.m. Mountain Time, transfers and contributions will be processed and sent to SDB Provider the third Business Day.

**B. Transfers from SDB Provider:**

Participant initiated transfer requests from the SDB Sweep Vehicle at SDB Provider to the Core Investments that are received by SDB Provider on a Business Day before 2:00 p.m. Mountain Time will be received two (2) Business Days after requested from SDB accounts. If a Participant requests the full amount of the SDB balance, investments that are processed by SDB Provider on a Business Day before 2:00 p.m. Mountain Time will be received within four (4) Business Days after requested from SDB accounts. Once received, the amount transferred will be deposited to the applicable investment options according to the transfer timing schedule described in these Procedures.

**C. Loans, Lump-Sum Withdrawals, Non-Required Periodic Payments, and Required Payments under the Plan, the Code or the Payment Option Selected:**

The Participant must sell sufficient securities to raise the required amount of cash in the SDB Sweep Vehicle and then transfer the cash from the SDB Sweep Vehicle to the Core Investments. Once the transfer is received in the Core Investments, the loan or first payment will be available the later of five (5) Business Days after the Business Day the SDB monies (and complete and accurate information necessary to process the request) or the date of the scheduled payment.

**D. Death Benefit Payments:****1. SDB Investment in Mutual Funds and Bonds:**

Once complete and accurate information necessary to process the death benefit request is received, SDB Provider will be notified to liquidate all securities in the SDB and transfer them to the Core Investments on the recordkeeping system. The death benefit request will be processed no later than the eleventh Business Day and the check will be processed and mailed no later than the twelfth Business Day.

**2. SDB Investment in Stock With or Without Mutual Funds and/or Bonds:**

Death benefit requests that include stock investments in the SDB will be completed no later than two (2) Business Days after the schedule described above in subparagraph 1 given that stock investments require two (2) additional Business Days to settle.

**E. Closing the SDB:**

In event the SDB account is closed and if a dividend is paid into the SDB account after all of the SDB money has been transferred, the Participant (or beneficiary) must follow the procedures described in Section A. 9. Once the dividend has been paid into the Core Investments on the recordkeeping system at the home office, the check will be available according to the schedule described in paragraph C. above.



This Automatic Rollover Services Agreement, which includes and incorporates the terms of amendment(s) and exhibit(s), if any, attached hereto ("*Agreement*") is between Millennium Trust Company, LLC, an Illinois limited liability company ("*Custodian*"), and the undersigned plan fiduciary ("*Plan Fiduciary*") which is the Plan Sponsor or the Plan Administrator (as that term is defined in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*"), or similar state law in the case of a plan not subject to ERISA), of the plan ("*Plan*").

All references in this Agreement to "*we*," "*us*" and "*our*" refer to the Custodian, and all references in this Agreement to "*you*" or "*your*" refer to the Plan Fiduciary. The term Plan also refers to each plan that you may add to this Agreement upon written notice to, and acceptance by, us. This Agreement is effective as of the date of your signed acceptance, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof.

**1. Purpose.** The Plan provides for certain involuntary distributions of participants' balances in an active and/or terminating Plan. In either case, a Plan participant may avoid such involuntary distribution by directing a distribution be paid directly to (i) an eligible retirement plan or (ii) such participant (a "*Participant Election*"). In those situations where a Plan participant has not made a Participant Election (such non-electing participant, a "*Participant*"), you desire to distribute such Participant's balance from the Plan to an individual retirement account ("*IRA*") custodied by us. All Plan funds that you transfer to us, including those from eligible uncashed benefit distribution checks, will be held by us in IRAs for Participants as provided in this Agreement.

**2. Your Responsibilities.** You or your authorized agent will be responsible to direct us to open IRAs to receive automatic rollover distributions from the Plan on behalf of Participants. You or your authorized agent will make any such direction through an individual authorized to act for the Plan Fiduciary or authorized agent. The direction will include:

- (a) Information requested by us necessary to establish an IRA for each Participant, which includes, without limitation, the Participant's (i) full name, (ii) full date of birth, (iii) current address on the books and records of the Plan, (iv) complete United States Social Security Number, and (v) any

information reasonably requested by us to assist us in locating Participants the Plan has been unable to locate ("*Account Opening Information*"); and

- (b) Information on the amount of the automatic rollover distribution for each Participant (which shall be in cash only, unless specifically agreed otherwise) from the most recent records of the Plan.

We will treat each Plan as: (i) an active plan, (ii) a defined contribution plan, and (iii) not including designated Roth accounts, unless in each case you or your authorized agent inform us otherwise, in writing. For rollovers from a Plan that includes designated Roth accounts, you or your authorized agent agree to identify which portion of the rollover is to be placed into a Traditional IRA and which portion is to be placed into a Roth IRA.

You will deliver the Account Opening Information and the funds to be placed in each IRA to us as provided in Section 10 of this Agreement. You or your authorized agent will also provide additional information and data as we may reasonably request, provided that such information is available to you. We will have no obligation to open an IRA for any Participant with respect to which we have received insufficient Account Opening Information.

**3. Our Responsibilities.** Upon receipt of your or your authorized agent's direction and the Plan funds for the IRAs to be established, we will open an IRA on behalf of each Participant based upon the information provided. We will not be liable to you for any action taken by us in good faith and in accordance with any direction from you or your authorized agent. We have no responsibility to ascertain whether any direction received by us is in compliance with the terms of the Plan, ERISA, the Internal Revenue Code of 1986, as amended ("*Code*"), or other applicable state or federal rules, regulations or laws (collectively, "*Laws*").

Upon opening an IRA, if the address provided for the Participant for whom the rollover is made ("*Account Owner*") passes our standard address verification procedures, we will send relevant information and IRA agreements to the Account Owner related to the establishment of the IRA in accordance with the notification and other applicable requirements of ERISA, the Code and Laws. We reserve the right to change,

from time to time, our account opening and communication processes.

We will update Account Opening Information with any corrected or updated information that is provided to us by an Account Owner. Except as otherwise required by Laws, we undertake no obligation to verify the accuracy of the information provided by you, your authorized agent or any Account Owner.

**4. Deceased Participants; Escheat.** We cannot open an IRA or receive funds for a Participant known to be deceased at the time of IRA opening. If we discover, or you or your authorized agent informs us, that a Participant of a Plan for whose benefit you established a rollover IRA, died prior to the establishment of the rollover IRA, the intended rollover funds applicable to such Participant will remain assets of the Plan. In this case, you or your authorized agent will direct us regarding the distribution of the deceased Participant's funds. If we do not receive direction from you, we will distribute or escheat such deceased Participant's funds in accordance with our procedure in effect at the time.

**5. IRA.** Each automatic rollover IRA will be a Traditional or Roth IRA, as applicable, based on the information provided by you in Section 2 above. The applicable custodial agreement will be between us and the Account Owner, and its terms will be enforceable by the Account Owner.

**6. Initial Investment of IRA.** Pursuant to Department of Labor ("DOL") regulations in Title 29 of the Code of Federal Regulations Section 2550.404a-2(c)(3)(i)-(iii), you direct us initially to invest the rollover IRA funds in one or more FDIC-insured, interest-bearing bank accounts. After the initial investment, the Account Owner will have discretion to direct the investment of the IRA.

**7. Fees and Expenses.** You have had the opportunity to review the fee schedule applicable to IRAs established pursuant to this Agreement. We may amend the fee schedule that forms a part of the IRA agreements from time to time as provided in the applicable custodial agreement. The IRA fees and expenses, in effect from time to time, for rollover IRAs established pursuant to this Agreement will not exceed the fees and expenses we charge for comparable IRAs established by us in circumstances other than automatic rollover contributions.

#### **8. Representations and Warranties.**

(a) You hereby represent and warrant as follows:

- (i) This Agreement has been duly authorized, executed and delivered by you and constitutes a valid and binding agreement of you and the Plan.
- (ii) The Plan is intended to be one of the following: (A) a tax-qualified retirement plan described in section 401(a) of the Code; (B) a plan described in section 403(b) of the

Code; or (C) a plan described in section 457(b) of the Code maintained by a state or local governmental employer described in section 457(e)(1)(A) of the Code (collectively, a "tax-qualified plan"). You have no reason to believe that the Plan would not be treated as a tax-qualified plan and satisfy the requirements of ERISA (if applicable), the Code and any Laws.

(iii) Any automatic rollover contribution made to us will be made pursuant to the terms of the Plan, the Code and any Laws and is an amount eligible for a direct rollover to an IRA under the Code.

(iv) You have taken all steps necessary to allow us to open IRAs based solely upon the Account Opening Information and to satisfy the safe harbor requirements for an automatic rollover contribution as described in Title 29 of the Code of Federal Regulations Sections 2550.404a-2, 404a-3 and Section 401(a)(31) (B) of the Code, as applicable, and any successor provisions or additional regulatory guidance or Laws that may govern with respect to opening IRAs under this Agreement for active and terminating Plans (collectively, the "Safe Harbor").

(v) You have relied on your own legal counsel and/or other tax/employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor and in executing this Agreement. You have independently concluded that the arrangement for services described in this Agreement satisfies applicable Laws and you have not relied on us and we have not provided any recommendation, investment, legal or tax advice to you in connection with the IRAs to be established pursuant to this Agreement.

(b) We hereby represent and warrant as follows:

(i) This Agreement has been duly authorized, executed and delivered by us and constitutes our valid and binding agreement.

(ii) Each IRA is intended to constitute a Traditional or Roth IRA under the Code, as applicable.

(iii) The IRA agreements will conform in all material respects to the requirements of the Code and Laws applicable to such rollover IRAs.

(iv) Subject to the accuracy of your representations and warranties made above, the IRAs and the services provided under this Agreement are designed to satisfy Safe Harbor for automatic rollover contributions from the Plan to the IRAs.

**9. Confidentiality.** Each party agrees that all information, including all Account Opening Information, communicated to the other party during the term of this Agreement will be received and held in strict confidence, and will be used only for

the purposes of this Agreement, and no such information will be disclosed to third parties by the recipient party, its employees or its agents without the prior written consent of the other party, except that each may share with its respective vendors and agents such confidential information as required for those vendors or agents to carry out their responsibilities with regard to services involving this Agreement, the IRAs and any Custodial Accounts. Each party agrees to take all reasonable precautions to prevent the disclosure to other third parties of such information, including without limitation, the provisions of this Agreement and the IRA agreements, except as expressly provided herein or as may be necessary by reason of subpoena, court order, legal, accounting or regulatory requirements or applicable Laws. You authorize us to release all records and information upon receipt of any request, audit or exam by the DOL, without the need for additional authorization from the Plan or a subpoena or court order from the DOL. We will notify you of any DOL request for information or documents regarding the Plan prior to complying with any such request.

You acknowledge and agree that from and after the establishment of each IRA, (i) all Account Opening Information supplied by you or an authorized agent, concerning the IRA and its Account Owner, including personally identifiable information, constitutes confidential information belonging to the Account Owner, (ii) such confidential information is not your or the applicable Plan's information; and (iii) our responsibilities as to the protection and confidentiality of such information run solely to the Account Owner and not to you or the applicable Plan.

Custodian has implemented and will maintain an information security program that includes security measures it deems appropriate, including, without limitation, technical, physical, administrative and organizational controls, designed to maintain the confidentiality, security and integrity of Account Owner's confidential information, including Account Opening Information and that are designed to be materially consistent with the cybersecurity recommendations released by the DOL on April 14, 2021, as may be amended or updated from time to time.

**10. Computerized Data and Funding Requirements.** You or your authorized agent will provide us with electronic files identifying the individuals for whom IRAs are to be established, together with the corresponding funding amount applicable to each individual, in a format acceptable to us. You agree to aggregate the automatic rollover funds from the Plan, including those from uncashed checks, and send them to us via wire transfer, or other method as we may require. The transfer of the electronic files and corresponding rollover amounts will serve as evidence of your direction to establish the IRAs for the Account Owners. Each party will use reasonable practices to avoid introducing any viruses into the other's systems by such

electronic files. It is the responsibility of each party or its authorized agent to encrypt such electronic files to the extent and in a manner necessary to protect the confidentiality of the information contained in such files.

**11. Authorized Parties.** In addition to the directions provided pursuant to Section 10 of this Agreement, you or your authorized agent may direct us to act upon directions, whether written or oral, by telephone, mail or e-mail, and we may rely upon the direction of any individual whom we reasonably believe is authorized to act on behalf of you or your authorized agent.

**12. Indemnification.** You will indemnify and hold us harmless from any and all liability, claims, damages, costs or expenses (including reasonable attorneys' fees) (collectively "*Damages*") arising from or claimed to have arisen from (a) your breach of this Agreement, including any representation or warranty made by you in this Agreement, except for Damages arising from our negligence, bad faith or willful misconduct; (b) your or your authorized agent's negligence, bad faith or willful misconduct; (c) inaccurate information provided by you or your authorized agent about the Account Owner, the Plan, or the funds transferred to the IRA; or (d) any act or omission by us arising out of or resulting from our execution of any direction provided by you or your authorized agent.

We will indemnify and hold you harmless from any and all Damages arising from or claimed to have arisen from (a) our breach of this Agreement, including any representation or warranty made by us in this Agreement, except Damages arising from you or your authorized agent's negligence, bad faith or willful misconduct; or (b) our negligence, bad faith or willful misconduct.

**13. Limitation of Liability.** In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon us any power or responsibility other than those set forth specifically in this Agreement. Nothing in this Agreement is intended to make us a sponsor or administrator of the Plan and, to the contrary, the intent of the parties is that we are not, and will not become, a fiduciary of the Plan under ERISA, the Code or other Laws.

Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either party be liable to the other for any consequential, indirect or special damages of any nature whatsoever. The limitations of liability and exclusion of damages contained in this Agreement are intended to allocate the risks of this Agreement between the parties, is reflected in the pricing of our offering, and is an essential element of the basis of the bargain between the parties.

The terms of these limitations of liability will survive the termination of this Agreement.

**14. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including any challenge to the making of this Agreement or the determination of the scope or applicability or enforceability of this Agreement to arbitrate, will be determined by arbitration in Chicago, Illinois, to the exclusion of any other venue or forum, before a sole arbitrator, in accordance with the laws of the State of Illinois. The arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") under its Comprehensive Arbitration Rules and Procedures ("JAMS Rules") and will be conducted by a retired judge who is experienced in dispute resolution. No consequential or punitive damages will be awarded. Notwithstanding any other rules to the contrary, no arbitration proceeding brought against us will be consolidated with any other arbitration proceeding without our consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction. Each party shall pay its own costs, fees and expenses (including legal fees); provided, however, that each shall pay one-half of all fees paid to JAMS and the arbitrator. You agree that you and the Plan may bring claims and disputes to arbitration only in your individual capacity or for the Plan, and not as a plaintiff or class member in any purported class or representative arbitration. The parties specifically agree and acknowledge that the JAMS Consumer Arbitration Minimum Standards do not and shall not apply to any arbitration that arises from this Article. This includes, but is not limited to, any provisions of the JAMS Consumer Arbitration Minimum Standards that allocate the costs and fees associated with the arbitration, that set the venue for the arbitration, or any other provision of those Standards that conflicts with the terms of this Agreement.

**15. Term.** This Agreement may be terminated by either party at any time upon sixty (60) days' written notice. Termination will not affect any IRA previously established pursuant to this Agreement (prior to the expiration of the 60-day notice period).

**16. Miscellaneous.**

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, to the extent not preempted by controlling federal law. Any controversies, claims, counterclaims, crossclaims, or disputes arising out of or in any way related to this Agreement, whether sounding in tort, contract, equity, or statute, shall be governed by the laws of the State of Illinois, without reference to that state's conflict of law rules or principles. You hereby submit to the jurisdiction of courts of competent jurisdiction located in the State of Illinois.

(b) Neither party will be in breach of this Agreement as a result of, nor will either party be liable to the other party for,

liabilities, damages, or other losses arising out of delays in performance caused by circumstances or events beyond the reasonable control of the delaying party.

(c) Any written notice required to be given pursuant to this Agreement will be deemed effective on the earliest of (i) actual receipt, (ii) the next business day following deposit for overnight delivery with a nationally recognized overnight courier service, and (iii) the same day following transmission of an electronic mail message ("E-mail") during regular business hours, in each case, with fees, if any, prepaid and addressed to the party and/or the Plan's authorized agent, recordkeeper, consultant, servicer, or third party administrator, if any, at the address set forth below or at such other address as that party may notify the other of in writing in accordance with this paragraph.

Under this Agreement, an E-mail transmission is a writing, and the term "address" shall include a party's E-mail address. Each party is entitled to rely on the contact information contained in this Agreement until it has received written notification of a change in such information and has had a reasonable period of time to react to such change. You, your authorized agent or the recordkeeper, consultant, servicer or third-party administrator may provide us with a change of address for the authorized agent, recordkeeper, consultant, servicer, or third-party administrator, respectively.

(d) Either party may assign or transfer this Agreement, or any of its rights and obligations under it upon written notice to the other party, provided the assignee agrees in writing to the obligations of the assigning party set forth in this Agreement.

(e) This Agreement may be amended in any respect and at any time (including retroactively) to comply with the applicable provisions of ERISA, the Code and Laws, without prior notice or consent. This Agreement may be amended for any other reason, which amendment will be deemed effective upon the delivery of the notice of the amendment to you, unless you object thereto by notifying us in writing, within 30 calendar days from the date the notice is delivered.

(f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

**(Signature pages follow)**

Failure to check the applicable boxes below and on the Additional Plans page, if attached hereto, may result in delays in the establishment of automatic rollover IRAs.

Contract Number: 007139\_P

**Complete Legal Plan Name (No Acronyms)– Required:**

THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA 401(K)  
PLAN

**Employer Identification Number (EIN) - Required:**

59-6000847

**Three-Digit Plan Number (PN) (if applicable):**

007139\_P

**Your Provider Assigned Plan/Contract ID No.(if applicable):**

007139\_P

**Plan Status (Must check one):**

☒ Active Plan ☐ Terminating Plan

**Plan Type (Must check one):**

☐ Defined Benefit <sup>1</sup> ☒ Defined Contribution Plan

<sup>1</sup> We are unable to establish IRAs for participants of terminating defined benefit plans, unless the plan is not covered by the Pension Benefit Guaranty Corporation (PBGC). Most private sector defined benefit plans are covered by the PBGC, but there are some exceptions. It is the Plan Fiduciary's responsibility to determine whether or not the Plan is covered by the PBGC.

**Additional Service Provider (check one, if applicable):**

☒ Recordkeeper ☐ Consultant  
☐ Third Party Administrator ☐ Other

**Entity Name:** Empower

**Street Address:** 8515 E Orchard Road

**City:** Greenwood Village

**State:** Colorado

**Zip:** 80121

**E-mail:**

**Attn.:**

**Phone:**

Plan Fiduciary (Entity Name, Not an Individual): SCHOOL  
BOARD OF SARASOTA CNTY

E-mail: lynn.peterson@sarasotacountyschools.net

Street Address:

1950 LANDINGS BLVD

SUITE 115

City: SARASOTA

State: FL

Zip: 34231

Phone: (941) 927-9000

**Accepted by:**

Millennium Trust Company, LLC



By: \_\_\_\_\_  
Signature

Name: Peter Welsh

Title: Head of Retirement Services

Address: 2001 Spring Road, Suite 700

Oak Brook, IL. 60523

Inquires/Notices should be directed to  
Retirement Services.

E-mail: RS\_Sales@mtrustcompany.com

## **AUTOMATIC ROLLOVER IRA FEE SCHEDULE**

*(Fees subject to change)*

### **Administration and Custody Account Fees**

- Annual Maintenance Fee: \$30 <sup>1</sup>
- Account Closing Fee: \$25 <sup>2</sup>
- Annual Paper Statement Fee: \$10 <sup>3</sup> (No charge for electronic statements)

Millennium reserves the right to assess up to a \$25 per transaction processing fee for handling distributions for deceased accountholders, processing divorce decrees and conducting annual searches for accountholders with missing or unconfirmed addresses after the one-year anniversary of account establishment. Additional fees may also be charged in connection with the custody and processing of certain types of assets.

Fees associated with your Account are payable in accordance with your custodial agreement and will be deducted from the Account. If the balance in the Account at any time after the application of all fees then due, equals or is less than the Account Closing Fee, the Account will be closed and the balance charged as the Account Closing Fee.

### **Cash Sweep Program**

Account will initially be invested in one or more FDIC-insured, interest-bearing, demand accounts at banks not affiliated with Millennium Trust, which we refer to as the Cash Sweep Program, and any uninvested cash subsequently in the Account (resulting from the sale of an asset, additional contribution or otherwise) will also be invested in the Cash Sweep Program. Net interest is credited to the Account on a monthly basis based on the average cash balance held by the Account in the Cash Sweep Program for that month. The crediting rate is reviewed and revised periodically by Millennium Trust and will exceed the national average of interest rates paid by FDIC-insured depository institutions on savings or similar accounts for the applicable period, as published by the FDIC. You may obtain the current crediting rate by contacting Millennium Trust. For more information on the Cash Sweep Program, including compensation earned by Millennium in connection with the program, see "Cash Sweep Program, Uninvested Funds, Compensation" in your custodial agreement.

<sup>1</sup> The Annual Maintenance Fee covers the establishment and ongoing administration of the account. It is charged upon account establishment and then annually thereafter. If the funded account balance is less than \$250, the Annual Maintenance Fee shall be waived in the first year and thereafter be reduced to \$20.

<sup>2</sup> If at the time of closing, the account balance (prior to the application of any fees then due) is less than \$250, the account closing fee shall be reduced to \$10.

<sup>3</sup> If the funded account balance is less than \$250, the first year's annual paper statement fee will be waived.

**INVESTMENT ADVISORY AND MANAGEMENT  
SERVICE AGREEMENT**

For

**SCHOOL BOARD OF SARASOTA CNTY**

(the “Plan Sponsor”)

**GROUP CLIENT NUMBER**

**007139\_P**

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This Investment Advisory and Management Service Agreement sets forth the general terms and conditions under which Empower Advisory Group, LLC (hereinafter referred to as “Adviser”) will provide services to the undersigned Plan Sponsor with respect to the employee benefit plan(s) sponsored by Plan Sponsor, as identified in the Schedule A (the “Plan” or “Plans”).

Plan Sponsor is engaging Adviser pursuant to this Agreement to provide investment advisory and analytic services to certain participants in employee benefit plans and other compensation programs and arrangements for which Empower Annuity Insurance Company of America, Empower Plan Services, LLC, or Empower Retirement, LLC (collectively “EAIC” or “Empower”), provides recordkeeping, administrative and other services for Plan Sponsor as set forth in the service agreement between the Plan Sponsor and Empower (“Service Agreement”).

Plan Sponsor maintains the Plan, and on behalf of itself, as Plan Sponsor, and on behalf of the Plan Administrator of the Plan, has the authority to appoint agents and service providers for the Plan.

The Plan Sponsor understands that Adviser has selected Morningstar Investment Management, LLC (“Subadviser”) to serve as an independent financial expert pursuant to Department of Labor Advisory Opinion 2001-09A (and any modifications or amendments thereto), to perform investment services including advisory services and discretionary Managed Account Services, as further described in Schedule B.

NOW, THEREFORE, in consideration of these covenants, mutual representations and agreements contained herein, Adviser and Plan Sponsor agree as follows:

## 1. DEFINITIONS

“**Agreement**” means this Investment Advisory and Management Service Agreement, including any Schedules (“Schedules”) that are attached hereto as of the Effective Date or mutually agreed to in writing by the parties.

“**Advisers Act**” shall mean the Investment Advisers Act of 1940, as amended.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**ERISA**” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“**Managed Account Participant**” shall mean Participants participating in the Managed Account Service, or its successor service.

“**Managed Account Service**” shall mean Adviser’s discretionary investment advisory service, as further defined in Schedule B.

“**Online Advice Participant**” shall mean Participants using the Online Advice Service by accepting Adviser’s online investment service agreement or terms of use.

“**Online Advice Service**” shall mean Adviser’s non-discretionary investment advisory service, Online Advice, or its successor, as further defined in Schedule B.

“**Opt-out Feature**” shall mean a feature of the Managed Account Service selected by the Plan Sponsor through which Participants, designated by the Plan Sponsor, are automatically enrolled in the Managed Account Service, as further defined in Schedule B.



**“Participant”** shall mean an eligible participant, beneficiary or alternate payee who is eligible for the Services.

**“Plan”** shall mean the employee benefit plan or plans or other compensation programs or arrangements maintained by Plan Sponsor as listed in Schedule A (as the same may be amended in writing by the parties from time to time), and/or separately identified in any Schedule. If more than one Plan is covered by this Agreement, any references herein to the Plan shall mean each of the Plans, unless the context requires otherwise.

**“Plan Administrator”** shall mean the “administrator” of the Plan as that term is defined under Section 3(16)(A) of ERISA and Section 414(g) of the Code, or such comparable person responsible for the administration of the Plan in the event the Plan is not subject to such ERISA or Code provisions.

**“Plan Sponsor”** shall mean the entity identified in the opening paragraph of this Agreement.

**“Rollout Date”** shall mean that date on which Adviser has made all of the services provided under this Agreement available to Participants.

**“Services”** shall mean the specific services with respect to the Plan covered by this Agreement (including the Schedules hereto).

**“Subadviser”** shall mean Morningstar Investment Management, LLC.

## **2. SERVICES PROVIDED BY ADVISER**

**2.1.** This Agreement sets forth the terms and conditions pursuant to which Adviser agrees to provide Services with respect to the Plan pursuant to a Schedule. The terms and conditions of this Agreement shall be deemed to be incorporated by reference into each and every Schedule, without regard to an express reference therein. Adviser acknowledges and agrees that: (i) it is registered with the Securities and Exchange Commission as an investment adviser under the Advisers Act, (ii) it is an investment adviser and fiduciary under the Advisers Act and is a fiduciary under ERISA to the extent it provides Services to Online Advice Participants, and (iii) it is an investment adviser and fiduciary under the Advisers Act and is an investment manager (as defined under Section 3(38) of ERISA) to the extent it provides Services to Managed Account Participants.

**2.2.** The parties specifically agree that no provision of this Agreement or any Schedule will require Adviser to: (i) provide investment advice to Plan Sponsor or Plan Administrator; (ii) exercise any discretionary authority or discretionary control with respect to the management of the Plan; or (iii) have or exercise any discretionary authority or responsibility in the administration of the Plan, including the selection of the Opt-Out Feature of the Managed Account Service (if applicable). Adviser has no discretion or responsibility to interpret provisions of the Plan or to determine eligibility, participation, or the right to receive benefits under the Plan.

**2.3.** Adviser shall take appropriate actions and maintain policies and procedures reasonably necessary to ensure Adviser does not engage in any nonexempt prohibited transaction under ERISA in providing Services hereunder. Adviser’s policies and procedures are designed to comply with applicable law, including Department of Labor Advisory Opinion 2001-09A (and any modifications or amendments thereto), pursuant to which Adviser has delegated certain obligations under this Agreement to Subadviser, as described in Adviser’s Form ADV Brochure.

**2.4.** Adviser has authorized Empower Financial Services, Inc. (“**EFSI**”), an affiliate of Adviser, and its licensed agents and registered representatives who are Empower employees (collectively referred to as “**Agents**”) to solicit, refer and market

Adviser's services. In addition to their salary, such Agents may earn bonus compensation based upon engaging plan sponsors to offer Adviser's services. Other Agents and Adviser representatives may be indirectly compensated through bonus compensation, in addition to their salary, for communication, education and/or assisting Participants to enroll in Adviser's services. Compensation paid to Agents or Adviser representatives does not increase the fees paid by the Plan and/or their Participants.

**2.5.** Nothing in this Agreement is intended to constitute legal or tax advice from Adviser to Plan Sponsor, or to any other party. Plan Sponsor understands that Adviser has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel and/or tax adviser.

### **3. RESPONSIBILITIES OF PLAN SPONSOR**

**3.1.** Plan Sponsor or its designated agents shall be responsible for providing to Adviser accurate data and information necessary to enable Adviser to perform the Services required under this Agreement, including but not limited to, timely and reasonable notification of employer-initiated events, the information, materials, instructions or other data referenced in any Schedule, and the information reasonably requested by Adviser to enable it to comply with federal law concerning Know Your Customer rules under the USA PATRIOT Act, in such form and at such time as the parties mutually agree. Adviser reserves the right to reject or return any documents, materials, or other information that are unreadable, corrupted, or which Adviser is otherwise unable to process. Plan Sponsor agrees to provide or to assist Adviser in obtaining all participant data that is necessary to perform its duties under this Agreement, including but not limited to: date of birth, income, gender, and state of residence. Plan Sponsor acknowledges that timely receipt of appropriate information is a prerequisite to the performance of Adviser's Services and Adviser shall not be liable for any delay or failure in the performance under this Agreement due to Plan Sponsor's failure to comply with the information submission deadlines established and communicated to Plan Sponsor by Adviser in a timely manner.

**3.2.** Plan Sponsor or Plan Administrator shall make all discretionary decisions with respect to the administration of the Plan relative to the Services and shall direct Adviser in accordance with such decisions. Plan Sponsor shall be responsible for selecting and monitoring the investment options offered through the Plan. In addition, Plan Sponsor agrees, for itself and on behalf of the Plan, that neither Adviser nor Subadviser shall have any authority or responsibility under this Agreement for the selection or monitoring of the Plan's investment options, or the provision of investment advice to Plan Sponsor with respect to the Plan's investment options. Plan Sponsor acknowledges that Empower, as the Plan's recordkeeper, may facilitate the use and awareness of the Services during the Plan enrollment process or as otherwise requested by Plan Sponsor and Empower's call center may refer Participants to Adviser's investment adviser representatives if the call concerns the Plan or their Plan account. Plan Sponsor understands and agrees that, in the event the individual terminates or otherwise un-enrolls from the Managed Account Service, such individual's account shall remain invested in the investment options as selected by the Adviser or Subadviser prior to such termination or un-enrollment and that the individual or Plan Sponsor is responsible for changes to the investment options.

**3.3.** Plan Sponsor shall be responsible for deciding whether to implement the Opt-Out Feature of the Managed Account Service and determining which Participants shall be subject to the Opt-Out Feature and direct Adviser with respect to such decisions. To the extent Plan Sponsor designates the Managed Account Service as the default investment for the Plan, Plan Sponsor shall be responsible for selecting an investment option for purposes of allocating individual accounts until such time as the Adviser begins management of a Managed Account Participant's account; provided, however, in the event the individual is not eligible for the Managed Account Service, such individual's account shall remain invested in the investment options selected by the individual or the Plan Sponsor until the individual or Plan Sponsor directs otherwise.

**3.4.** Under the terms of this Agreement, Plan Sponsor appoints Adviser as an investment adviser or investment manager, as applicable. As an investment manager, Plan Sponsor authorizes Adviser, without limitation, to initiate with Empower buys, sells, reallocations or other investment transactions and to calculate installment distributions, if applicable, under the Plan for Managed Account Participants. Plan Sponsor acknowledges and agrees that each Managed Account Participant will acknowledge Adviser at the time of participation in the Managed Account Service. Any Managed Account Participant enrolled in the Managed Account Service through the Opt-Out Feature or Plan default process will be deemed, by and through the Plan Sponsor, to have so acknowledged Adviser by the Managed Account Participant's continued participation in the Managed Account Service after the applicable deadline by which such Participant was required to have declined participation in the Managed Account Service. Plan Sponsor understands and acknowledges that: (i) Adviser does not affect investment transactions and that investment transactions will be affected by the appropriate party or agent chosen by the Plan Sponsor, including the Plan's trustee or custodian; (ii) Adviser will communicate, through Empower, information to initiate the investment transactions to such parties; and (iii) Empower will make available to Adviser the investment transaction information related to the investment allocations directed by Adviser. Plan Sponsor also agrees that transactions initiated by Adviser on behalf of Managed Account Participants shall not be subject to any Plan limitations or corporate policy restrictions, such as blackout periods (other than a blackout period applicable to all Managed Account Participants at the same time), preclearance requirements, or other transaction restrictions, unless required by law.

**3.5.** Plan Sponsor acknowledges and agrees that it has received and read Adviser's Form ADV Brochure and Brochure Supplement as required by Rule 204-3 of the Advisers Act.

**3.6.** Plan Sponsor understands and agrees that the Plan's investment options shall be held by a custodian or trustee duly appointed by Plan Sponsor. Except with respect to the fee deduction described in Section 4, nothing contained herein shall be deemed to authorize Adviser to take or receive physical possession of any of the assets of the Plan or to confer custody of such assets upon the Adviser within the meaning of Rule 206(4)-2 of the Advisers Act. Adviser does not have any proxy voting or other execution powers under the Plan, the Services, this Agreement or otherwise. Plan Sponsor has designated a person or persons other than Adviser to vote proxies with respect to the Plan's investment options.

**3.7.** Adviser shall be entitled to rely upon and act upon any instruction, certification, direction or approval received (whether in writing, orally, by telephone, voice response system, fax or other teleprocess, or by other electronic means or other medium, including internet or e-mail transmission, acceptable to Adviser) from any person Adviser reasonably believes to be so authorized to provide such instruction, certification, direction or approval. Adviser shall have no duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

**3.8.** Plan Sponsor represents that the Plan is qualified under Section 401(a) of the Code, where applicable, that the Plan Administrator has been duly appointed under the Plan, and that the person executing this Agreement is authorized to do so. Plan Sponsor shall be responsible for maintaining the Plan's documents, including any amendments thereto based upon design modifications, for determining operational compliance of the Plan with Plan documents, and, where applicable, for ensuring that the Plan is qualified under Section 401(a) of the Code and its related trust is tax-exempt under Section 501(a) of the Code. Plan Sponsor will notify Adviser promptly if Plan Sponsor should learn of any facts or of any regulatory action or prospective action which may result in the Plan ceasing to be qualified, where applicable, under Section 401(a) of the Code. Plan Sponsor acknowledges that while Adviser may possess and consult a copy of the Plan, trust agreement or related document(s), the possession or consultation of those documents shall not alter or expand Adviser's responsibilities under this Agreement. If the Services will be offered in a non-qualified plan, Plan Sponsor has reviewed the form of payment of Adviser's fees and determined that it is appropriate given the design and operation of the non-qualified plan.

#### 4. FEES & CHARGES

**4.1.** Adviser shall be entitled to compensation for the Services it provides in accordance with the fee provisions set forth in the applicable Schedule. Fees will be deducted from the Plan's trust or other funding vehicle, charged to Participant accounts, or invoiced to the Plan Sponsor as elected in the applicable Schedule or directed by Plan Sponsor. Plan Sponsor shall be responsible for determining that fees paid are reasonable expenses of administering the Plan.

**4.2.** Plan Sponsor acknowledges and agrees the Managed Account Service fees will be deducted directly from Managed Account Participant accounts in arrears. Plan Sponsor authorizes Empower to collect these fees on behalf of Adviser and to deduct fees from Managed Account Participant accounts in accordance with the service elections and fees described in Schedule B.

**4.3.** Adviser may provide additional services pursuant to instruction or direction from the Plan Sponsor. Any fees for such additional services will be agreed upon by Adviser and the Plan Sponsor prior to the provision of additional services.

#### 5. CONFIDENTIAL INFORMATION

**5.1.** In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software, websites, programming techniques, documentation and training materials owned or licensed by the party ("**Confidential Information**"). For the purpose of clarity, any software or website made available by Adviser, including software licensed by third parties ("**Adviser Software**") is Confidential Information of Adviser. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties' affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder or as directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

**5.2.** In the event a party is required to make legally required disclosure of the other party's Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law. The foregoing shall not apply to (i) broad-based regulatory examinations associated with a party's general business or operations; (ii) disclosures made in conjunction with a law enforcement investigation or inquiry; (iii) or where notice is prohibited by laws. For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act of 1934, as amended from time to time, Plan Sponsor authorizes Adviser, and/or its Affiliates and service providers, to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

**5.3.** Plan Sponsor authorizes Adviser to disclose Data to Adviser's Affiliates and service providers in connection with Adviser's performance of Services under this Agreement. In addition, Plan Sponsor authorizes Adviser to disclose Data to Plan Sponsor's advisors, third-party administrators, service providers (such as payroll providers) and representatives authorized by Plan Sponsor in writing to receive such Data. Adviser may use and disclose, for benchmarking and research purposes, de-identified Data that is aggregated with other anonymized data of a similar nature across Adviser's client base in a manner that makes such

Data unidentifiable to a particular individual or plan. Adviser's current Privacy Notice is attached to this Agreement, but shall not lessen any of Adviser's obligations regarding Personal Data hereunder.

## **6. PRIVACY & DATA SECURITY**

**6.1.** Plan Sponsor acknowledges and agrees that Adviser may receive Participant data from any and all Participants, including those Participants that are not enrolled in the Managed Account Service or the Online Advice Service (as described in Schedule B) and from Plan Sponsor or its authorized agent or advisors. Plan Sponsor authorizes Adviser to obtain all necessary data from Participants, Plan Sponsor, Plan Sponsor's agents or advisors, and Adviser's affiliates, including the Plan's recordkeeper, Empower.

**6.2.** Adviser and Plan Sponsor agree to maintain and hold in confidence all Data and Confidential Information, as applicable, received in connection with the performance of Services under this Agreement. Adviser and Plan Sponsor agree that their collection, use and disclosure of all Data is and will at all times be conducted in compliance with all applicable data protection and/or privacy laws. Each party will implement, support, and maintain appropriate physical and logical security measures designed to secure Data, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of Personal Data. In accordance with the foregoing, Adviser and/or its Affiliates maintain a comprehensive data security program designed to safeguard Data and access to the Adviser Software and systems.

**6.3.** The parties will promptly notify each other in the event of an Information Security Breach. Such notice shall include: (i) the consequences of the breach, including (without limitation) any potential impact on the other party's security measures, systems, Data, Confidential Information, or the Adviser Software; and (ii) the corrective action taken to remedy the breach. In addition to the foregoing, Plan Sponsor will notify Adviser immediately upon discovering a compromise of the security and/or log-on credentials of any Plan Sponsor employee or agent that has a plan administration role in Adviser's system.

**6.4.** Adviser acknowledges that it is a "financial institution," within the meaning of Regulation S-P, Privacy of Consumer Financial Information, issued by the Securities and Exchange Commission ("Reg S-P") along with the GLBA and other applicable federal and state laws. Adviser acknowledges and agrees that Participant information which uniquely identifies a Participant and as provided to Adviser under this Agreement ("Participant Information") constitutes "personally identifiable financial information," within the meaning of those federal and state laws. Adviser has adopted a privacy policy, which will apply to Participant Information that may be amended from time to time.

## **7. BUSINESS CONTINUITY & DISASTER RECOVERY**

Adviser will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Such procedures will be tested at least once annually. Empower Financial Services, Inc.'s current Business Continuity Plan Notice is attached to this Agreement. By executing this Agreement, Plan Sponsor acknowledges receipt of this Notice.

## **8. RECORDS**

Adviser shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy and as required by law. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and Data once it is no longer required for the purpose of performing or

receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or Data that must be retained for audit, legal or regulatory purposes, or is stored in non-readily accessible electronic format, such as on archival systems; in such cases Adviser's data protection obligations shall continue until such Data is destroyed in accordance with Adviser's record retention policy.

## 9. INTELLECTUAL PROPERTY RIGHTS

**9.1. Plan Sponsor Materials.** As between the parties hereto, excluding Adviser Materials (as defined below), Plan Sponsor shall own all materials, trademarks, tradenames, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Adviser for use in providing the Services (collectively, the "**Plan Sponsor Materials**"). Plan Sponsor Materials do not include data and information in the form supplied by Adviser to Plan Sponsor. Plan Sponsor grants to Adviser a limited, revocable right and license to use Plan Sponsor Materials in connection with its provision of the Services.

**9.2. Adviser Materials.** As between the parties hereto, Adviser and its affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, tradenames, logos, websites, Adviser Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces and other information or material provided by Adviser or its affiliates hereunder (collectively, the "**Adviser Materials**"). Adviser grants to Plan Sponsor a nonexclusive, non-transferable and non-sublicensable license to use the Adviser Materials during the term of the Agreement for purposes of using Adviser's Services hereunder and subject to the terms and conditions set forth in this Agreement and any terms of use associated with Adviser Software. Plan Sponsor and Plan Administrator shall not, and shall not enable third parties to, reproduce, modify, create derivative works of, or distribute any or all of Adviser's services or reverse engineer any of the software or other technology related thereto. All rights with respect to the Adviser Materials not specifically granted hereunder are reserved by Adviser.

## 10. LIABILITY & INDEMNIFICATION

**10.1.** Each party agrees to indemnify the other from and against any and all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards asserted by a third party (collectively, "**Damages**") to the extent resulting from the indemnifying party's breach of this Agreement, negligence, breach of fiduciary duty or willful misconduct. Notwithstanding anything to the contrary herein, Adviser shall not be liable to Plan Sponsor for, and Plan Sponsor will indemnify Adviser from and against, any Damages resulting from: 1) any acts or omissions undertaken at the direction of the Plan Sponsor or any agent of any third party authorized by Plan Sponsor to provide direction to Adviser, including but not limited to prior service providers, investment advisors, or any authorized agent thereof, 2) any performance of the Services that is in strict compliance with the terms of this Agreement; or 3) Plan Sponsor's or its designee's failure to provide accurate documents, material, information or data to Adviser or its Affiliates, as applicable, on a timely basis.

**10.2.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.3.** Adviser represents that it maintains error and omissions insurance, a fidelity bond under Section 412 of ERISA, and other appropriate insurance coverage in amounts sufficient to satisfy all material obligations of Adviser for Services under this Agreement.

## 11. DISPUTE RESOLUTION

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately upon such refusal.

## **12. TERM & TERMINATION**

**12.1. Term.** Either party may terminate this Agreement with ninety (90) days written notice to the other party of its intent to terminate, unless terminated in accordance with the applicable provisions of Section 12.2 of this Agreement.

**12.2. Termination.** This Agreement shall terminate automatically in the following circumstances:

**12.2.1** Either party notifies the other that it has determined in good faith that the Agreement is not consistent with its fiduciary duties under ERISA or applicable federal or state law; or

**12.2.2** The Service Agreement for recordkeeping, administrative and other services between Plan Sponsor and Empower terminates or expires; or

**12.2.3** The agreement between Adviser and Subadviser terminates or expires and Adviser is unable to contract with a suitable replacement to serve as a Subadviser.

**12.3. Effect of Termination.** As of the effective date of the termination, Adviser will terminate Participant access to the Services and cease providing any Services to Participants. Plan Sponsor will notify Participants, including Online Advice Participants and Managed Account Participants, of the termination as soon as practicable. Adviser may assist Plan Sponsor in notifying Participants, Online Advice Participants and Managed Account Participants regarding the termination of Services; provided, however, to the extent Plan Sponsor requests such assistance, Adviser reserves the right to charge Plan Sponsor all reasonable fees, costs or expenses incurred by Adviser in connection with the provision of such assistance. Termination of the Agreement does not relieve Plan Sponsor or Managed Account Participants of their respective obligations, if any, to compensate Adviser for Services rendered through the effective date of such termination. If applicable, Adviser shall reimburse Plan Sponsor or Participants for any prepaid amounts that relate to the provision of Services after the effective date of termination.

## **13. MISCELLANEOUS**

**13.1. Affiliates & Agents.** Plan Sponsor acknowledges and agrees that Adviser may utilize the services of affiliates, agents, vendors and suppliers selected by Adviser. Adviser's use of any such party will not relieve Adviser of its obligations hereunder, and Adviser shall at all times remain liable for the performance of the Services hereunder. Plan Sponsor acknowledges that Adviser has delegated certain of its obligations to Subadviser and that Adviser reserves the right, in its sole discretion, to replace Subadviser upon reasonable prior notice to Plan Sponsor. In the event, the Subadviser terminates its agreement with the Adviser and provides advance notice to the Adviser, Adviser will notify the Plan Sponsor of such change as soon as reasonably practicable. If the Subadviser replacement is deemed unsatisfactory by the Plan Sponsor, the Plan Sponsor may terminate this Agreement at any time in accordance with Section 12 herein. Adviser represents that Subadviser is not affiliated with Adviser or Empower and that

Adviser has entered into an agreement with Subadviser that includes representations that the Subadviser: (i) is registered with the Securities and Exchange Commission as an investment adviser under the Advisers Act, and (ii) will maintain the required federal or state investment advisory registrations that permit it to perform its obligations under its agreement with Adviser, and (iii) will act, at all times in providing the methodology and software for Adviser's Services, in conformity with the requirements imposed upon Subadviser as a Subadviser under Department of Labor Advisory Opinion 2001-09A (and any modifications or amendments thereto), to the extent applicable to the Services.

**13.2. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Neither party nor its personnel shall be considered employees of the other party for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, or employees of the other party by virtue of either this Agreement or actions taken pursuant of this Agreement.

**13.3. No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and their affiliates and is not intended to confer any rights or remedies upon any other person.

**13.4. Assignment.** This Agreement shall be binding upon and inure to the benefit of each of the parties, their affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent, which will not be unreasonably withheld or delayed, and as consistent with the Advisers Act.

**13.5. Entire Agreement.** This Agreement, including all Exhibits, Schedules, notices and attachments (including an incorporation by reference of the terms and conditions of this Agreement), constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services. Except as otherwise provided herein, this Agreement or any Schedule may be amended by written agreement of the parties; for that purpose, emails do not constitute signed writings. Notwithstanding the foregoing, Adviser may add or enhance the Services, update the method of providing the Services without any reduction in service, or modify the Services to comply with applicable laws by providing written notice to Plan Sponsor at least 30 days in advance of the effective date of such change, provided that Plan Sponsor may opt out of certain Services that directly impact Participants and any changes that result in an increase in fees to the Plan. Any Adviser policies that are attached to or referenced in this Agreement may be modified by Adviser at any time. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing.

**13.6. Governing Law; Waiver of Jury Trial.** To the extent not preempted by federal law, this Agreement shall be construed and enforced in accordance with and governed by the laws of the state of Florida, without regard to conflict of law principles, and any claim arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in Florida. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

**13.7. Force Majeure.** Neither Adviser nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, attorney fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, epidemics, pandemics, acts of God, disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party.



**13.8. Severability.** The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

**13.9. Notices.** All formal notices required by this Agreement will be in writing and may be provided by email, facsimile, electronic copies, hand delivered, sent by overnight delivery, or by first class mail, postage prepaid, any of which shall have the same force and effect as execution and delivery of an original. All notices sent shall be effective upon receipt.

**13.10. Headings; Defined Terms; Counterparts.** Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

**13.11. Survival.** The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidential Information; Privacy & Data Security; Liability & Indemnification; Dispute Resolution; Governing Law; Waiver of Jury Trial; Survival; Severability; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

**13.12. Signatures/Corporate Authenticity.** By signing this Agreement the parties certify that they have read and understood it, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.

**13.13. Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures reasonably believed to be genuine on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**SCHEDULE A**

**List of Plans**

- 1. THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA 401(K) PLAN Group #007139\_P**

## SCHEDULE B

### DISCRETIONARY INVESTMENT ADVISORY AND NON-DISCRETIONARY SERVICES SCHEDULE

The parties agree that the Services under this Schedule will commence upon a date as directed by the Plan Sponsor and mutually agreed to by the parties, as administratively and operationally feasible.

#### 1. GENERAL DESCRIPTION OF SERVICES

**1.1** Adviser provides a full suite of discretionary and non-discretionary investment advisory services to eligible Participants as selected by the Plan Sponsor. Such services may include set-up services, communications, reporting, investment recommendations, and initiation of investment transactions, subject to the terms and conditions of the Agreement and this Schedule, as the same may be amended in writing by the parties from time to time.

**1.2** As part of its Services, Adviser provides Participants access by telephone to the telephone call center (investment adviser representatives available from 7:00 a.m. to 8:00 p.m. Central Time, business days), and Adviser shall provide Participants, and designated representatives of Plan Sponsor, web access to Plan and Participant account information, subject to periodic maintenance and system availability.

#### 2. SERVICE ELECTIONS

##### 2.1 Managed Account Service:

**2.1.1** As further described in Adviser's Form ADV Brochure, the Managed Account Service provides discretionary advisory services, consisting of personalized portfolios created by Subadviser based upon the investment options available in the Plan, to Managed Account Participants. The Managed Account service allocates enrolled Participant accounts to personalized portfolios, and automatically rebalances portfolio allocations if Adviser believes rebalancing to be appropriate.

**2.1.2** Unless otherwise agreed to by the parties, Adviser will construct portfolios using the Plan's core investment options ("**Core Investment Options**"), which are those investment options selected for use in the Plan by Plan Sponsor that provide investment choice under the following asset categories: Fixed Income/Cash, Bond, Large Cap, Small/Mid Cap, and International.

**2.1.3** Core Investment Options do not include any employer stock alternatives or self-directed brokerage option alternatives. Unless the Plan Sponsor restricts Adviser from selling employer stock held in an account managed by Adviser, Adviser will liquidate employer stock held in an account that Adviser manages. The Plan must select and at all times maintain Core Investment Options that cover the broad asset categories in order to utilize the Managed Account Service and the Online Advice Service. Managed Account Participants may further customize their portfolio by providing additional information to Adviser by phone or online and such information shall be considered by Subadviser to determine portfolio recommendations for the Managed Account Participant. Adviser shall periodically review and rebalance the Managed Account Participant's portfolio.

**2.1.4** A Managed Account Participant may cancel his or her participation in the Managed Account Service by calling Adviser's representative or through the website. Upon a Managed Account Participant terminating participation in the Managed Account Service, the Managed Account Participant is solely responsible for the investment of his or her Plan account.

**2.1.5** While this Agreement assumes that enrollments of Participants will be performed primarily on an “opt-in” basis such that Participants must voluntarily enroll in the Services described herein, the Plan Sponsor may also desire that Adviser’s services be implemented for a designated group of Participants on an “opt-out” basis, pursuant to Plan Sponsor’s instruction to Adviser. These opt-out events may occur at the time when the Plan begins receiving recordkeeping services from Adviser’s affiliated recordkeeping provider, or on some other occasional or periodic basis. This section of the Agreement will refer to the group of Participants designated for opt-out enrollment as **“Enrolling Participants.”**

**2.1.6** Adviser or its affiliated recordkeeper will notify Enrolling Participants of their automatic enrollment into the Managed Account Service at least two times. At least one enrollment notification will take place in advance of the automatic enrollment to give Enrolling Participants adequate opportunity to assess whether to opt-out of the enrollment process. Each Enrolling Participant actually enrolled in the Managed Account Service will be sent materials confirming Managed Account Service enrollment by Adviser shortly after enrollment processing.

**2.1.7** Enrolling Participants may elect not to participate in the Managed Account Service through the methods described in enrollment notifications provided to Participants, such as by calling Adviser to opt-out, or by declining enrollment through Adviser’s internet interface. Additionally, if a Participant has made a financial or investment election on their account after enrollment notification, but prior to the automatic enrollment process into the Managed Account Service, the Participant will not be enrolled.

**2.1.8** In the event that Enrolling Participants are automatically enrolled when the applicable Plan converts onto the recordkeeping platform provided by Adviser’s affiliated recordkeeper, Enrolling Participants’ accounts will become actively managed by the Managed Account Service shortly after assets are transferred from the prior recordkeeper. For the short period between asset transfer from the prior recordkeeper until Adviser can assume active management of the account, Enrolling Participants’ accounts will be invested in similar investments as were held at the prior recordkeeper, pursuant to mapping instructions received by the Plan Sponsor. Once conversion to the recordkeeping platform is complete, Enrolling Participants may cancel their enrollment in the Managed Account Service at any time by completing the cancellation form available online or by calling Adviser at the Plan’s existing toll-free customer service number.

**2.1.9** In the event the Plan Sponsor directs Adviser to enroll Participants on an opt-out basis after the initial transition of the Plan to the Empower recordkeeping platform, Adviser may offer a free period for the Managed Account Service, under which no Managed Account Service fees will be assessed to Enrolling Participants within 60 days following enrollment date.

**2.1.10** Data requirements for Enrolling Participants:

**2.1.10.1** Subject to the information below, if Adviser does not have required indicative data for an Enrolling Participant, the Enrolling Participant will not be enrolled into the Managed Account Service.

**2.1.10.2** Plan Sponsor may provide Adviser with default data for use in processing enrollments for Enrolling Participants, and in advising Participant accounts. If Plan Sponsor provides direction to use default data, such as income assumptions, Plan Sponsor agrees that use of such default data is consistent with Adviser’s execution of its fiduciary responsibility in providing investment advice to Participants.

**2.1.10.3** Gender Assumption. If gender information is missing on any Participant, Plan Sponsor instructs Adviser to default gender assumption to female, unless Plan Sponsor otherwise instructs Adviser, for purposes of processing Managed Account Service enrollment.

**2.1.10.4** Date of Birth. If a Participant’s date of birth is beyond the mortality tables used by the independent financial expert, or the Participant’s date of birth provided to Adviser is invalid, the Participant will not be eligible to be enrolled into the service

**2.2 Online Advice Service.** Adviser shall provide access to the Online Advice Service to Participants. For the Online Advice Service, Adviser shall provide non-discretionary advisory services, consisting of investment recommendations created by Subadviser based upon the investment options available in the Plan, to Online Advice Participants. Online Advice Participants shall be responsible for implementing the investment recommendations. Beyond the initial recommendation, Adviser is not responsible for providing additional investment recommendations or the management of an Online Advice Participant's account. The Online Advice Service is only available through websites supported by Empower and Subadviser. Managed Account Participants are not eligible for the Online Advice Service while participating in the Managed Account Service.

### **3. COMMUNICATION AND ONGOING MAINTENANCE**

**3.1 Enrollment.** Plan Sponsor agrees that Adviser will conduct, (at no additional charge to Plan Sponsor), an education/enrollment campaign as part of the rollout of the Services to all eligible Participants and an annual campaign thereafter. The campaign materials will be provided to each Participant and may include, but are not limited to a descriptive brochure, descriptive letter from Plan Sponsor, enrollment form, follow-up communication and other appropriate materials. Participants can enroll in the Managed Account Service through an online website (accessed through the Plan's participant website or enrollment site), Adviser's investment adviser representatives or by returning an enrollment form.

#### **3.2 Ongoing Communications**

**3.2.1** Communication and ongoing maintenance includes monitoring the use of Services, and integrating Services communications into the Plan's overall communications campaign, including enrollment materials, forms, web site, and group meetings.

**3.2.2** As part of a Participant's enrollment in the Managed Account service, the Participant will receive the Managed Account service welcome kit shortly after enrollment. The Participant will receive an Annual Kit shortly after their birthday. Each kit provides the participant an update on their account and reaching their retirement goals. Standard materials may include a discussion of Services in enrollment/education materials, print/email communications specific to the Services, on the web site, and/or in personalized Participant materials. Additional or custom Participant communications materials may be used by Adviser and may be paid for by Adviser, Empower or the Plan Sponsor. Such additional or custom communications may include targeted marketing techniques based upon participant demographical and/or account data (including but not limited to age, income, deferral rates, current investment elections) to identify Participants who may benefit from participation in the Managed Account service.

### **4. ADVISORY AND PORTFOLIO MANAGEMENT SERVICES FEES**

Managed Accounts per Participant Annual Fee

<b><i>Account Balance</i></b>	<b><i>Managed Account Annual Fee</i></b>
First \$100,000 of account balance	0.50 %
Next \$150,000, up to \$250,000 account balance	0.40 %
Next \$150,000, up to \$400,000 account balance	0.30 %
Amounts greater than \$400,000	0.20 %

For example, if a Participant's account balance subject to the Managed Account service is \$50,000, the fee is **0.50%** of

the account balance. If the account balance subject to the Managed Account service is \$500,000, the first \$100,000 will be subject to a fee of **0.50%**, the next \$150,000 will be subject to a fee of **0.40%**, the next \$150,000 will be subject to a fee of **0.30%**, and amounts over \$400,000 will be subject to a fee of **0.20%**.

**5. ADDITION OF NEW PLANS**

Tax-deferred plans not listed at the top of this Schedule B that are added to Plan Sponsor's program after the Effective Date will not be included in this Agreement, and will be subject to additional fees.

**6. LIMITATIONS AND INVESTMENT OPTION CHANGES**

Services will have limited capabilities for purposes of enrollment, rebalancing or reforecasting for up to ten (10) business days following changes to the investment option lineup. Other functionality will be available during this time. Adviser and Subadviser need to conduct a new analysis of the available investment option array to accommodate these changes. This analysis will take approximately 10 business days, during which time, Online Investment Advice, and the Managed Account service will not be available for Participant use. Once the analysis is complete, Online Investment Advice and the Managed Account service will once again be available.

**Item 1 – Cover Page**

**EMPOWER ADVISORY GROUP, LLC (EAG)**

**Disclosure Brochure for:**

**Online Advice &  
Managed Account Service**

8515 East Orchard Road  
Greenwood Village, CO 80111

Telephone: 855-756-4738

March 31, 2023

This Brochure provides information about the qualifications and business practices of Empower Advisory Group, LLC (EAG). Specifically, this Brochure provides information on the advisory services provided by E AG and sub-advised by Morningstar Investment Management, LLC (Morningstar Investment Management). If you have any questions about the contents of this Brochure, please contact us at 855-756-4738. The information in this Brochure has not been approved or verified by the Securities and Exchange Commission (SEC) or by any state securities authority.

EAG is a registered investment adviser under the Investment Advisers Act of 1940 (Advisers Act). Registration of EAG does not imply any level of skill or training. Additional information about EAG is available on the SEC website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or on EAG's website at [www.empower.com/eag](http://www.empower.com/eag).

## Item 2 – Material Changes

This section of the Brochure highlights and discusses any changes that were made since the Adviser's last update on August 1, 2022. This Brochure was updated to address any out-of-date information. Additionally, we made other changes throughout the document to provide information clearly and concisely. There were no material changes to this Brochure from its last update.

Additional information about EAG is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any person affiliated with EAG who is registered, or are required to be registered, as an investment adviser representative with EAG.



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#### **Item 4 – Advisory Business:**

##### **Description of Advisory Firm**

EAG is a registered investment adviser under the Advisers Act since 2000. It submits notice filings with state securities divisions in all 50 states, the District of Columbia, Guam, US Virgin Islands, and Puerto Rico. EAG offers investment management and advisory services primarily to plan sponsors of employer-sponsored retirement plans such as 401(a), 401(k), 403(b) and 457 plans, including government entities and their participants, and to all account holders of the Empower Premier IRA, Empower Premier Investment account and Empower Managed Portfolio accounts. EAG may also be engaged by individuals to provide investment advisory services within or alongside Personal Strategies+ Advisory Services or Core Managed Account Advisory Services. EAG does not choose the investments offered in employer-sponsored retirement plans. EAG serviced plans receive recordkeeping services through Empower Retirement, LLC (Empower), the recordkeeping entity affiliated with EAG. More information about EAG's services, including an applicable brochure, can be obtained by contacting EAG at the number provided on the cover page of this Brochure or by visiting EAG's website at [www.empower.com/eag](http://www.empower.com/eag). EAG's principal place of business is Greenwood Village, CO.

EAG is a wholly owned subsidiary of Empower Annuity Insurance Company of America (EAICA), an insurance company domiciled in the State of Colorado. EAICA is a direct, wholly owned subsidiary of Empower Holdings, Inc. (EHI), a Delaware holding company. EHI is a direct wholly owned subsidiary of Great-West Lifeco U.S. LLC. (Lifeco U.S.) and an indirect wholly owned subsidiary of Great-West Lifeco Inc. (Lifeco), a Canadian holding company. Lifeco is a subsidiary of Power Financial Corporation (Power Financial), a Canadian holding company with substantial interests in the financial services industry. Power Corporation of Canada (Power Corporation), a Canadian holding and management company, has voting control of Power Financial. The Desmarais Family Residuary Trust has voting control of Power Corporation, through a group of private holding companies that it controls.

##### **Types of Services Discussed in this Brochure:**

EAG provides a range of direct account holder-level and participant-level investment services as well as services provided indirectly through private-label arrangements with institutional partners (the Services). The Services include Online Advice (OA) and the Managed Account service (MA Service) or My Total Retirement (MTR). Other services that may be available to clients include Spend-Down Advice, Financial Planning Service and Retirement Income Projection Tools and Services. EAG provides its Services through a proprietary, computer-based software program that is developed and maintained by Morningstar Investment Management.

In addition, EAG provides sub-advisory and technology services to outside adviser firms through a service called Advisor Managed Accounts (AMA). This service enables the AMA firms to offer their own investment advisory and management services within retirement plans serviced by Empower. The total sub-advised assets as of December 31, 2022, for this service totaled \$2,647,179,764.37.

**There is no guarantee provided by any party that participation in any of the advisory services will result in a profit.**

##### **Morningstar Investment Management LLC:**

Morningstar Investment Management is a registered investment adviser wholly owned by Morningstar, Inc. and is not affiliated with EAG or any company that is affiliated with EAG. Morningstar Investment Management is located in Chicago, Illinois. A copy of its Form ADV Part 2A brochure may be obtained at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Morningstar Investment Management serves as an independent financial expert (IFE) in accordance with the Department of Labor *SunAmerica* Advisory Opinion 2001-09A, dated December 14, 2001 (the *SunAmerica* Opinion). Morningstar Investment Management uses its proprietary methodology to evaluate the available investment

options in a retirement plan and to develop an individualized investment strategy for plan participants and account holders. The plan, plan sponsor or plan fiduciary must select and continuously maintain investment options that cover broad asset categories. The investment options selected for the plan generally consist of a broad range of asset classes. More information is provided under Item 10 – Other Financial Industry Affiliations. Item 8, Methods of Analysis and Investment Strategies and Risk of Loss discusses the general risks of investing. The risks associated with the investment options can vary significantly with each particular investment category and the relative risks of categories may change. Accordingly, EAG may make changes from time to time regarding the availability of certain investment options. The fees, risks, responsibilities of plan sponsor/plan provider/participant and limitations for each of these services are discussed in greater detail below. Fees and expenses are also explained in the respective prospectus, which accompanies each investment option, as applicable.

Certain EAG's Services rely on Morningstar Investment Management's proprietary methodology, which is based on a review of available quantitative data to analyze and screen the investment options within a plan. Morningstar Investment Management also applies qualitative analysis by investment professionals, such as evaluations of investment managers, portfolios, and individual investments. The primary sources of information used by Morningstar Investment Management are the extensive databases and methodologies of Morningstar Investment Management and/or its affiliates, and interviews with investment managers. Other sources include financial publications, annual reports, prospectuses, press releases, and SEC filings. Morningstar Investment Management combines this information with other factors — including actuarial data, stock market exposure, probability analysis, and mean-variance optimization — into its proprietary software program to analyze a complex set of market data and variables. The result is an advanced model capable of providing investment recommendations and projections of different outcomes. Using this model, Morningstar Investment Management develops an investment strategy tailored to your investment goals.

## **1. Online Advice**

OA is based on the software program developed by Morningstar Investment Management. It provides the participant with retirement goal forecasting advice and fund-specific asset allocation recommendations tailored to the specific participant's financial situation and retirement goals. OA is tailored for individuals who wish to manage their own retirement account with the assistance of the service tools and investment advice.

OA provides participants with a retirement goal forecast through various assumptions and hypothetical financial and economic scenarios. These scenarios are based on factors such as historic returns, market volatility, cross-correlations, calculated risk premiums, interest rate fluctuations, inflation, and market conditions; all of which have limitations. The participants can interact with OA to see how changes in their decisions about their savings, expected retirement age, level of investment risk and retirement income goal may affect the system's forecast. Participants who enroll in OA are responsible for determining the portfolio allocation that is best suited for their needs and investment strategy.

The investment recommendations provided by OA are limited to the available investment options within the participant's specific retirement plan. OA does not make any recommendations about investing in any individual stocks or other asset classes, including employer stock that may be an investment option under the participant's retirement plan.

### **Participant Responsibilities:**

Participants are responsible for making their investment decisions and may implement OA recommendations either online or by phone. Participants are also solely responsible for reviewing and updating the information they input in the OA service with respect to the completeness, accuracy, and timeliness of the information. Participants should review their retirement accounts periodically to monitor changes in the market and the value of their investments.

A failure by an individual to review and update their account information through OA may materially affect the content and value of the service.

#### **Limitations on the Online Advice Service:**

The recommendations provided through OA are estimates based on the responses and information provided by the participants. Neither EAG nor Morningstar Investment Management make any guarantees or warranties, express or implied, as to the accuracy, timeliness, or completeness of such information. The OA service is also subject to the general market and financial conditions existing at the time of use.

The retirement goal forecast and investment recommendations provided by OA is not a guarantee of future results, nor is it a guarantee that a participant will achieve their retirement goals. OA should only be used by participants as a tool in their retirement planning and not as a substitute for their own informed judgment. Neither EAG nor Morningstar Investment Management has an obligation to update any information for a specific individual or to proactively contact the individual to obtain updated information. A failure by an individual to review and update account information through OA may materially affect the content and value of services received from EAG.

## **2. Managed Account Service (also known as My Total Retirement)**

EAG offers a discretionary managed account service (Managed Account, MA service or MTR). This is a professional and flexible asset management program based on data resulting from the methodologies and proprietary software program developed and employed by Morningstar Investment Management. In the MA service, EAG has discretionary authority over the allocation of available investment options, without prior participant approval of each transaction. All ongoing investment transfers and investment direction changes are implemented for individuals enrolled in the MA service.

The MA service designs a specific asset allocation portfolio for the participant that reflects the individual's retirement goals, life stages, specified risk constraint and overall financial situation. The MA service considers plan assets and other assets and investments not included within the plan if provided by the participant.

On a periodic basis, individual accounts in the MA service are re-forecasted, which may include rebalancing and reallocating the individual's asset allocation portfolio. This is done to maintain alignment with the allocation percentages determined by Morningstar Investment Management through various assumptions and hypothetical financial and economic scenarios. Participants receive an account update and forecast statement annually and can update their personal information at any time by calling EAG at their plan's toll-free customer service number, or by visiting the appropriate website. Some plan providers may offer a guaranteed lifetime benefit withdrawal option to plan participants who are approaching retirement or are in retirement. If the plan provider offers this service and if the participant meets the retirement criteria established by the plan provider or plan sponsor, the investment strategy may include a suggested amount that can be withdrawn while maintaining income throughout retirement. It may also include information about allocating a portion of the managed account balance for the purchase of an annuity or other guaranteed income product.

#### **Limitations on the Managed Accounts Service:**

When participants enroll in the MA service, they must transfer and allocate their entire retirement account balance to the Managed Account. For participants, there is an exception of employer stock and employer directed monies. Partial management of participants' account where they are invested in other investment options (such as individual stocks or other asset classes outside of the available investment options) while also participating in the MA service is not an available alternative. Participant balances in any of these investment options must be liquidated, subject to plan and/or investment provider restrictions, or the participant cannot be enrolled in the MA service. For

participants, certain outside non-advisable assets may be permitted while also participating in the MA service. However, the participant's entire advisable account balance must be allocated to the MA service.

Once enrolled in the MA service, participants delegate certain account management functions to EAG including functionality for fund-to-fund transfers, change fund allocations, the dollar cost averaging tool and/or the rebalancer tool. However, individuals in the MA service retain full inquiry access to their accounts and may still request approval for loans or take a distribution withdrawal, if permissible. Participants may un-enroll at any time from the MA service. Once they do so, the participants resume full responsibility for the investment management of their accounts. An individual may un-enroll online or by contacting an EAG investment adviser representative.

### **3. Spend-Down Advice**

Participants who are enrolled in any of EAG's Services discussed above are also provided with an additional feature of Spend-Down Advice which includes retirement planning tools. The Spend-Down Advice illustrates how long the desired income may last in retirement and determines how much spendable income the participant may be able to sustain throughout their retirement. The Spend-Down Advice provides both the amount and sources of income available throughout their retirement. The services provided under Spend-Down Advice provide projections of spendable income and do not constitute investment advice under the Investment Advisers Act of 1940.

### **4. Retirement Income Projection Tools and Services**

EAG may offer online tools and services for participants to convert projected or actual retirement savings into estimated monthly retirement income. This interactive retirement planning service consists of various retirement income projection tools. These tools are informational in nature, do not reflect actual investment results, and are not guarantees of future results. These tools do not constitute investment advice under the Investment Advisers Act of 1940.

#### **Enrollment in EAG's Services:**

Plan providers and plan sponsors select the Service(s) (i.e., OA and/or the MA service) that are made available to plan participants and how participants can authorize the Service(s). Participants must agree to the terms of a user agreement (Terms of Service). Terms may be amended by EAG from time to time, to allow continued use of any of the Services. As part of a participant's enrollment in the MA service, the participant receives a MA Welcome Kit shortly after enrollment. The participant additionally receives an Annual Kit. Each kit provides the participant an update on their account and information on reaching their retirement goals.

In certain instances, Plan Sponsors may authorize EAG to enroll participants automatically in the MA service based on information provided to EAG by the Plan Sponsors. In such instances, current participants in the Plan receive the Terms of Service and are given a defined period of time in which to cancel or opt-out of the MA service without incurring an advisory fee (the Free Period or Promotional Period). Participants' automatic enrollment in the Service by the Plan Sponsors is based upon personal financial information provided by the Plan Sponsor, including date of birth, salary, gender, and state of residence. Participants may review this information online or by contacting an EAG investment adviser representative. Participants are solely responsible for reviewing the personal financial information they or their Plan Sponsor provide, and for notifying EAG of any changes or updates. Participants who are eligible for their employer-sponsored retirement plan or that otherwise elect to opt-in after the Free Look or Promotional Period concludes, may not be eligible for a waiver of advisory fees that is otherwise available in the Free Look or Promotional Period.

The advice and recommendations provided through the Services are based on the responses or other information provided by or about the participant by the Plan Sponsor and/or the participant. Neither EAG nor Morningstar Investment Management make any guarantees or warranties, express or implied, as to the accuracy, timeliness, or

completeness of such information. The Services are also subject to the general market and financial conditions existing at the time of usage. The retirement goal forecast and investment advice recommendations are not a guarantee of future results and are not a guarantee that a particular person will achieve their retirement goals.

#### **Termination of Services:**

Participants may cancel their participation in OA or the MA service at any time. Participants utilizing OA must complete their cancellation online. Participants utilizing the MA service may cancel online or by calling an EAG investment adviser representative at the toll-free customer service number.

After cancellation of the:

1. OA service, the individual will no longer have access to the online investment recommendations. Because EAG does not effect changes to the participant's/account holder's asset allocation and account balances, the individual's balances will not be affected **unless and until** the individual affirmatively changes their asset allocation and balance after the cancellation of OA.
2. MA service, the participant will have the ability to make allocation and investment option changes to their account, usually one to two business days following cancellation. Accordingly, the participant's asset allocation will remain the same as established in the MA service **unless and until** the participant affirmatively changes his/her asset allocation after cancellation of the MA service.

#### **Participant Information:**

The use and storage of any information is provided at the individual's sole risk and responsibility. Such information includes, without limitation, an individual's personal and non-public information, account number, password, identification, portfolio information, account balances and any other information available on an individual's personal computer. The individual is responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or other services required for accessing and using electronic or automated services, and for all communications service fees and charges incurred by the individual in accessing these services. EAG shall not bear any responsibility for either errors or failures caused by the malfunction of any computer, communication systems, any computer viruses, and related problems that may be associated with the use of the Services.

#### **Assets Under Management:**

With respect to the services provided by EAG, as of December 31, 2022:

Discretionary investment management among all services:	\$70,413,154,579
Non-discretionary investment advisory services among all services in the amount of:	\$15,683,122,665
Total discretionary and non-discretionary investment management and advisory services in the amount of:	\$86,096,277,244

#### **Item 5 – Fees and Compensation:**

For employer-sponsored retirement plans, fees are subject to negotiation by the plan sponsor which may include plan-level pricing credits depending on the various option(s) selected by the plan for its participants. In some

instances, if agreed to by the plan, the plan sponsors or recordkeeper may pay EAG's fees on behalf of plan participants. EAG reserves the right to offer discounted fees or other promotional pricing or to waive fees for any particular period of time subject to proper notification and disclosure.

1. Online Advice Service Fees

EAG does not charge a separate fee for OA.

2. Managed Account Service Fees

Participants may be charged a fee for the MA service based on the Terms of Service with the participant and/or the plan sponsor's agreement with EAG. EAG may offer plans tiered pricing schedules based on the enrollment method the plan uses for offering or enrolling its participants in the MA service. Such options include, but are not limited to, pricing schedules based on the plan sponsor's selection of an opt-out versus opt-in enrollment methodology. Applicable pricing schedules for each of the options are made available to the plan sponsors, which they may use to select the option for their employer-sponsored retirement plan.

Pursuant to the Terms of Service and/or the plan sponsor's agreement with EAG, the fee for the MA service is based upon a percentage of assets managed. The applicable fee for the Managed Account service varies. It is fully disclosed to participants prior to or at the time of enrollment within the enrollment disclosure materials. In addition, the fee is disclosed to participants in the Terms of Service when the participant enrolls in the MA service. The maximum annualized fee that may be charged to a participant is 0.65% of the participant's account balance.

The advisory fee is debited from the participant's account following each applicable billing period. If a participant cancels enrollment in the MA service at any time within a given billing period, pursuant to the participant's Terms of Service and/or the plan sponsor's agreement with EAG, the participant's fee is based upon a percentage of assets managed during the billing period. The fee will be debited from the participant's account or paid by the plan sponsor according to EAG's agreement and procedures. If the plan sponsor terminates its service agreement with the plan's recordkeeping service provider, the participant's advisory fee is debited as of such date of termination or paid by the plan sponsor according to EAG's agreement and procedures.

3. Retirement Income Projection Tools and Services

EAG does not charge a separate fee to plan sponsors or participants for the retirement income projection tools and services.

4. Other Fees and Expenses

In addition to any previously negotiated and disclosed recordkeeper fees, commission payments and other administrative servicing fees and expenses for each plan, EAG may pay cash compensation or referral fees to unaffiliated firms for soliciting and referring plan sponsors and their participants to enroll in EAG's MA service.

Accounts invested in mutual funds, separate accounts, collective investment alternatives and other investments may be subject to other investment fees. Fees such as fund operating expenses or redemption fees may be imposed at the investment company level. Information about the fees imposed by specific investment choices is available in the fund prospectuses or offering memoranda for the securities. EAG may allocate member assets to funds or investment alternatives with these fees or costs. All securities transactions that occur as a result of the services provided by EAG as described in this Brochure are

executed by Empower Financial Services, Inc., (EFSI) for which it may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments that may be available as program investment options.

A participant will pay advisory fees to EAG for the MA service and indirectly to ECM if Empower Funds are included in the retirement plan investment options. The fees paid to ECM for management of the Empower Funds are included in the fund share price.

EAG and EFSI representatives may recommend that you use the Services. If you elect to use MA, EAG will earn additional compensation in the form of advisory fees. Also, EAG and EFSI representatives are eligible for incentive compensation, through bonus payments, in addition to their salary, for communication, education and/or assisting plan participants to enroll in the Services. The incentive compensation an EAG or EFSI representative receives depends on position type, but generally is calculated based on Empower's profitability and the achievement of individual performance goals that may include factors unrelated to the adoption of investment products or services offered through Empower, such as the Services.

#### **Item 6 – Performance-Based Fees and Side –by Side Management**

EAG does not charge any performance-based or side-by side management fees.

#### **Item 7 –Types of Clients**

EAG provides investment advice to participants in their retirement plans for which Empower provides recordkeeping services. Members typically must be considered residents of the United States, the U.S. Virgin Islands, Guam, or Puerto Rico. The plan sponsor may apply additional restrictions for participation due to plan or regulatory requirements.

EAG may also be engaged by individuals to provide investment advisory services within or alongside an Empower Premier IRA, an Empower Managed Portfolio account, an Empower Premier Investment Account, Personal Strategies+ Advisory Services or Core Managed Account Advisory Services.

#### **Item 8 – Methods of Analysis and Investment Strategies and Risk of Loss**

The Services described in this Brochure are based on the proprietary asset allocation and retirement income projection methodologies developed by Morningstar Investment Management. The development of investment advice by Morningstar Investment Management involves the investment methodologies across the products and services described herein. Morningstar Investment Management or its affiliates focus on specific investment areas such as capital market assumptions and a valuation-driven approach to asset allocation.

#### **Analysis Methods:**

In providing advisory services, Morningstar Investment Management reviews available quantitative data to analyze and screen the investment options within a plan. The portfolios are typically constrained to a set of investment options defined by the plan sponsor, which may include EAG affiliated investment products. The analysis will include quantitative analytics and fundamental research on the investment options available. Morningstar Investment Management draws on Morningstar's comprehensive database of fund and security analytics.

Morningstar Investment Management uses a combination of portfolios and customizations as part of a larger portfolio construction process. For MA and OA, they generate unique portfolios (ranging from conservative to aggressive) for each retirement plan or product using a customized approach to blending traditional asset allocation



models with liability-driven investing and decumulation strategies. Which asset classes and sub-asset classes are used to build these model portfolios is dependent on the specific investment options available within the plan. Using this model, they develop an investment strategy tailored to your investment goals and assign you to one of those portfolios. They start with all of the available information received from the service provider and/or you and then make assumptions about certain pieces of information. You have the ability to review and refine some of these assumed data points through the website or over the phone. These assumptions can have a significant impact on the strategies created for you and are related to social security income, salary growth, inflation rates, retirement income goal, and risk capacity. They combine this information with other factors into a proprietary software program that can provide investment recommendations and a projection of different outcomes. They use a concept called total wealth to determine your risk capacity. This helps determine an appropriate target risk level for your retirement account by considering your risk exposure in all your other accounts that you've told us about that are earmarked for retirement. The total wealth methodology accounts for your financial capital (total saved assets and tradeable assets such as stocks and bonds) as well as your human capital (future earnings and savings potential). Using this methodology, they assign a target risk level based on your total economic worth.

The target risk level changes over time to help ensure you are still investing in a portfolio for your specific situation and risk capacity. In general, we try to provide a smooth transition from an aggressive equity portfolio to a more conservative fixed portfolio as you near retirement.

#### **Investment Strategy:**

If accumulating for retirement, the investment strategy is generally based on information such as retirement account balances, expected retirement age, savings rate and other preferences provided by the individual. If you have already retired, and if the plan provider offers a guaranteed lifetime withdrawal benefit program, the investment strategy is based upon account balances, additional cash flows, and life expectancy. This retirement strategy may include some or all of the following:

- **Retirement Income Goal (accumulation phase):** The retirement income goal is the projected amount of money after tax that will be needed by the individual throughout retirement. This calculation can be based on current income, adjusted to reflect the estimated dollar value at retirement age. Typically, they use an amount equal to 100% of your take-home pay (although some plan providers may request a different rate, e.g., 80% of gross pay), and then the Services project the after-tax value of that amount at retirement age to determine a retirement income goal. The individual has an option to change this projected retirement income amount.
- **Income Outlook (accumulation phase):** The income outlook is a projection of the annual income that the individual may receive during retirement. This is based on an annualized view of the accumulated investment wealth, combined with social security benefits and any pension or other income provided to EAG.
- **Total Retirement Income (in-retirement phase):** If your plan provider or plan sponsor offers the in-retirement services, total retirement income is the projected amount of money, that one can expect to receive on an annual basis in order to maintain income throughout retirement.

- **IMPORTANT:** When Morningstar Investment Management determines the income projections described above, these projections are based on hypothetical performance data and do not represent actual or guaranteed results. Your projections may vary over time with each additional use of the service.

#### **Estimated Tax:**

Morningstar Investment Management estimates federal, state income, and capital gains taxes based on marginal tax rate calculations. These calculations are used when Morningstar Investment Management conducts income simulations. Tax data is updated annually based on the United States Internal Revenue Code (IRC) and similar state tax data. Morningstar Investment Management uses income data for the individual and their spouse/partner to estimate federal and state tax exposure. The tax exposure is appropriately reduced for pre-tax deferrals, tax-deferred capital gains, and yield and distribution of Roth proceeds. Based on the information that the individual provides, Morningstar Investment Management provides an estimate of the tax exposure but may not include all tax considerations. Please consult a tax adviser for a complete understanding of your tax situation.

#### **General Risks of Investing:**

Investing in securities involves risk of loss that clients should be prepared to bear. **Neither EAG nor Morningstar Investment Management or their affiliates guarantees that the recommendations will result in achieving the retirement income goal. Neither EAG nor Morningstar Investment Management or their affiliates can guarantee that negative returns can or will be avoided in any of the recommendations. An investment's future performance may differ substantially from its historical performance and as a result, may incur a loss. Past performance is no guarantee of future results. Additionally, the plan provider may make changes from time to time with respect to the investment options available in the plan.**

While a diversified investment portfolio, including a portfolio of investment products representing different asset categories, can mitigate some risks, it does not and cannot prevent all loss. Ultimately, such risks are borne by the investor.

Below are some of the common factors that can produce a loss in a client's account and/or in a specific investment product or asset category:

1. **Market Risk:** Stock and bond markets are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments in the U.S. and in other countries. Market risk may affect a single company, a sector of the economy, a country or geopolitical region, or the market as a whole. Market risk may impact stock and or bond markets in unanticipated and different ways.
2. **Business Risk:** These risks are associated with a particular industry or a particular company within an industry.
3. **Capitalization Risk:** Small-cap and mid-cap companies may be hindered due to limited resources or less diverse products or services. Their stocks have historically been more volatile than the stocks of larger, more established companies.
4. **Category or Style Risk:** During various periods of time, one category or style may underperform or outperform other categories and styles.

5. **Credit Risk:** The risk that the issuer of a security may be unable to make interest payments and/or repay principal when due. A downgrade to an issuer's credit rating or a perceived change in an issuer's financial strength may affect a security's value and impact the performance of the issue – along with any mutual fund or exchange-traded fund which holds it.
6. **Interest Rate Risk:** The market value of a debt security is affected significantly by changes in interest rates. When interest rates rise the security's market value declines. When interest rates decline, market values rise. The longer bond maturity results in the greater the risk and the higher yield. Conversely, the shorter bond maturity results in the lower risk and the lower yield.
7. **Inflation Risk:** When any type of inflation is present, purchasing power may be eroding at the rate of inflation.
8. **Reinvestment Risk:** The risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This relates primarily to fixed income securities.
9. **Exchange-traded funds:** Exchange-traded funds present market and liquidity risks because they are listed on a public securities exchange and are purchased and sold via the exchange at the listed price. The price will vary based on current market conditions and may deviate from the net asset value of the exchange-traded fund's underlying portfolio. There may also be an inactive market for certain funds, and/or losses from trading in secondary markets.
10. **Target Date Funds:** Generally, the asset allocation of each target date fund will change on an annual basis with the asset allocation becoming more conservative as the fund nears the target retirement date. The target date is the approximate date when investors plan to start withdrawing their money. The principal value of the fund(s) in a plan's lineup is not guaranteed at any time, including at the time of target date and/or withdrawal.
11. **An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency.** Although some money market funds such as U.S. Government money market funds strive to preserve the value of the investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. Additionally, other money market funds may operate under new rules and regulations permitting them to have a floating value per share. A floating value may be more or less than \$1.00 per share depending on market conditions and impose liquidity/redemption fees for large or frequent withdrawals.

For more complete information about any of the mutual funds or investment product available within the retirement plan, please contact your retirement plan service provider.

**Risks Associated with Particular Types of Securities:**

Neither EAG nor its sub-advisers recommend a particular type of security. The plan sponsor or its agent is responsible for determining the retirement plan's menu of investment options. It is the participant's responsibility for reading all disclosure and related materials, including prospectuses, statements of additional information and other similar material.

**Item 9 – Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of EAG or the integrity of EAG's management. EAG has no legal or disciplinary event to report relative to this item.

## **Item 10 – Other Financial Industry Activities and Affiliations**

EAG is not a registered broker-dealer. However, due to the organizational structure of EAG's parent company, EAICA, certain registered representatives of EFSI are also supervised persons of EAG and are required to comply with EAG policies and procedures when acting in that capacity. EAG and its management persons are not registered as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

### **Other Financial Industry Affiliations:**

EAG has arrangements that are material to its advisory business or its clients/participants with the related entities shown below. These related entities may receive certain fees that are unrelated to EAG's fees for its Services.

### **Recordkeeping and Administrative Services Company:**

*Empower Retirement, LLC (Empower)* is a comprehensive administrative and recordkeeping services provider for financial institutions and employers, which include educational, advisory, enrollment, and communication services for employer-sponsored defined contribution plans and associated defined benefit plans under Internal Revenue Code Section 401(a), 401(k), 403(b), 408, and 457.

### **Insurance Companies:**

*Empower Annuity Insurance Company of America (EAICA)* is an insurance company domiciled in the State of Colorado. EAG is a wholly owned direct subsidiary of EAICA. EAICA, pursuant to various agreements, may provide investment products, recordkeeping, and other administrative services through its affiliates.

*Empower Life & Annuity Insurance Company of New York (ELAINY)* is an insurance company domiciled in the State of New York. EAG is an affiliate of ELAINY through common ownership where EAICA is the sole owner of both EAG and ELAINY. ELAINY, pursuant to various agreements, may provide investment products and administrative services through its affiliate, Empower, to retirement plans for which EAG may also provide its services.

*Empower Annuity Insurance Company (EAIC)* is an insurance company domiciled in the State of Connecticut. EAG is an affiliate of EAIC through common ownership where EAICA is the sole owner of both EAG and EAIC. EAIC, pursuant to various agreements, may provide investment products and administrative services individually and through its affiliate, Empower, to retirement plans for which EAG may also provide its services.

### **Broker-Dealer:**

*Empower Financial Services, Inc. (EFSI)*, an affiliate of EAG, is a registered limited broker-dealer and wholly owned subsidiary of EAICA. EFSI may provide wholesaling, direct sales, enrollment and/or communication services to retirement plans and their participants for which EAG may also provide its services. All transactions which occur as a result of participation in the Service are executed by EFSI. EFSI may receive compensation in the form of 12b-1 fees or other compensation from the mutual fund companies or from the other investments that may be available as investment options.

### **Trust Company:**

*Empower Trust Company, LLC (ETC)* is a trust company and affiliate of EAG. ETC is a wholly owned subsidiary of EAICA. ETC is chartered under the laws of the State of Colorado. ETC may provide discretionary or directed trustee

and/or custodial services for EAG's clients. ETC also serves as the trustee for certain collective investment trusts, which may be available as investment options, and is the custodian of all Empower Premier IRA accounts.

**Investment Company:**

*Empower Funds, Inc. (EFI)* is an investment company affiliated with EAG. It is registered under the Investment Company Act of 1940. Empower Funds may provide investment products to retirement plans and IRAs for which EAG may also provide its services. Empower Funds is managed by Empower Capital Management, LLC as discussed below. Shares of Empower Funds may be available for purchase by retirement plans advised by EAG or to account holders of the Empower Premier IRA.

**Investment Advisers:**

Empower Capital Management, LLC (ECM), an affiliate of EAG, is an investment adviser for Empower Funds and is registered under the Investment Advisers Act of 1940. It is a wholly owned subsidiary of EAICA. EAG provides managed account and advice services to participants in certain defined contribution plans. It also provides services to account holders of the Empower Premier IRA which may have as investment options certain portfolios of Empower Funds managed by ECM.

*Putnam Investment Management, LLC* is a registered investment adviser (*PIM*). EAG is under common control with PIM and is an affiliate of PIM. Shares of Putnam retail mutual funds may be available for purchase by retirement plans or by the Empower Premier IRA holders. PIM serves as a sub-adviser to certain funds in the Empower Core Strategies lineup.

*Irish Life Investment Managers Limited* – a Dublin, Ireland based, SEC registered investment adviser. ILIM is part of the Great-West Lifeco, Inc. (GWL) group of companies; GWL has operations in Canada, the United States, Europe, and Asia through ownership of companies including EAICA and PIM. EAG is wholly owned subsidiary of EAICA. EAICA is an indirect wholly owned subsidiary of GWL which controls ILIM. ILIM manages the index series of Empower Funds.

**Branding:**

The affiliated companies of EAG, ECM, EFSI, EAICA, EAIC, ELAINY, Empower Funds, Empower Holdings, LLC, Empower Retirement, LLC, and ETC operate under the multiple brands of Empower, Empower Retirement and Empower Institutional depending upon the products, services and retirement markets involved. These brands do not materially affect the internal structure of EAG or EAG's corporate ownership.

**Conflicts of Interest:**

The investment options available in a plan are generally established by the plan sponsor/client through which our services are delivered. In some cases, the plan investment options may include, or be comprised solely of, affiliated investment options of the institutional client or of EAG. EAG does not receive compensation from its parent company or any of its affiliates as a result of these allocations.

EAG has a relationship with Morningstar Investment Management wherein Morningstar Investment Management acts as sub-adviser for the advisory services. EAG has entered into an agreement with Morningstar Investment Management under which, EAG receives advisory services fees for providing services to retirement plan clients.

EAG mitigates these conflicts of interest related to affiliated investment options by utilizing Morningstar Investment Management as sub-adviser who remains independent from EAG and its related persons with respect to their methods of analysis and investment strategies. Morningstar Investment Management's methodology also controls the investment allocations and recommendations. A client/account holder will pay advisory fees to EAG for MAS,

and indirectly to ECM, if Empower Funds are included in the retirement plan investment options. The fees paid to ECM for management of the Empower Funds are included in the fund share price.

**Conflicts relating to fund recommendations:**

The Services operate by recommending or allocating a user's assets to funds available within a plan. The funds available for EAG's recommendations within a plan are generally established by the plan sponsor/client through which the Services are delivered, rather than by EAG. In some cases, the investment options may include or be comprised solely of investment options sponsored by EAG's affiliates. In other cases, the investment options may make third party payments described below. When this occurs, EAG's affiliates may receive additional compensation as a result of EAG's recommendations or allocations. These forms of additional affiliate compensation are:

- *Proprietary investment funds.* EAG's affiliates offer proprietary investment funds, and EAG may recommend or allocate your assets to our affiliates' proprietary investment funds, including proprietary mutual funds and collective investment trusts. These proprietary investment funds generate additional investment management fees to EAG's family of companies. This is because EAG's affiliates provide investment management services to the proprietary fund for services like administering, managing, and supervising these funds. For example, a plan participant using the Services will pay advisory fees to EAG and indirectly to ECM if Empower Funds are included in the retirement plan investment options, and EAG recommends an allocation to a Empower Funds product. The fees paid to ECM for management of the Empower Funds are included in the fund share price.
- *Proprietary insurance products.* EAG's parent company, EAICA, offers proprietary insurance products for investment. EAG may recommend or allocate your assets to different types of EAICA insurance products and funding agreements. The majority of EAICA insurance products are annuity contracts that are structured either as a general account product or as a separate account product. If you invest in a general account product, which is an insurance product backed by the general account of an insurance company, EAG's affiliates generate revenue by retaining spread (which is the difference between actual earnings on contracts offered by the insurer), and the crediting rate declared and guaranteed by the insurer through the contract. EAG's affiliates may also receive different types of fee income if you invest in the general account or separate account products, and other third-party payments associated with investments held in the separate account.
- *Third Party Payments.* EAG's affiliates may receive payments from other firms, non-proprietary investment funds or products, or providers, such as revenue sharing payments, in connection with the investments made pursuant to our recommendation or investment management.

**Conflicts related to increased use and promotion of the Services:**

- *Increased advisory fee income.* EAG's representatives may recommend that you use the Services. If you enroll in certain Services, EAG will earn additional compensation.
- *Increased affiliate fee income.* When you use the Services, EAG may recommend you increase contributions or utilize other savings or investment strategies. EAG's affiliates provide a bundle of recordkeeping, trust, custody, brokerage, investment, and other related services to retirement plans. If you pay for these related services through an arrangement where our affiliates charge a direct fee, EAG's affiliates may receive additional fees for these services. These additional fees result from EAG's recommendations because you may contribute, invest, or transact in more assets with EAG's family of companies. EAG's affiliates may receive payments from other firms, non-proprietary investment funds or products, or providers, such as

revenue sharing payments, in connection with the investments made pursuant to our recommendation or investment management.

- **Representative Compensation.** EAG has authorized EFSI, an affiliate of EAG, and its licensed agents and registered representatives who are Empower employees (collectively referred to as Agents) to solicit, refer and market EAG's services. In addition to their salary, Agents may earn bonus compensation based upon engaging plan sponsors to offer EAG's services. Other Agents and EAG representatives may be indirectly compensated through bonus compensation, in addition to their salary, for communication, education and/or assisting participants to enroll in EAG's Services. Compensation paid to Agents or EAG representatives does not increase the fees paid by the plan, plan sponsor or participants. The incentive compensation an EAG representative receives depends on position type, but generally is calculated based on Empower and/or EAICA profitability and the achievement of individual performance goals that may include factors unrelated to an account holder's adoption of investment products or services offered through Empower.

Agents and EAG representatives' individual performance goals and their related incentive compensation is based on a combination of factors including the number and quality of customer engagements during the measurement period and the amount of customer assets retained as result of the engagements. The rate of incentive compensation considers the total amount of retained or accumulated assets, compared with the monthly asset goal, as determined by EAG on a periodic basis. The asset goal is generally set on an annual basis and may differ by product or account type. Additional factors include certain qualitative factors, such as leadership, teamwork, client experience, quality and efficiency of client interactions, and adherence to corporate policies and regulatory standards.

#### **Other Business Activities:**

Certain senior managers and officers of EAG may also serve as executive officers of EAG's parent company, EAICA and other affiliates of EAG.

#### **Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

##### **EAG's Code of Ethics**

EAG has adopted a written Code of Ethics (the Code) in compliance with Rule 204A-1 of the Investment Advisers Act of 1940 (Advisers Act). The Code sets forth standards of business conduct expected of advisory personnel. It requires certain of EAG's advisory personnel to report their personal securities holdings and transactions in accordance with the Advisers Act. EAG's advisory personnel are required to comply with the Code. A copy of the Code will be provided to current or prospective clients upon request. The Code includes provisions related to:

- Fiduciary responsibility to clients;
- Compliance with federal securities laws;
- Protection and safeguarding of confidential information;
- Giving and receiving gifts, gratuities, and entertainment;
- Political contributions;
- Reporting and monitoring personal securities transactions;
- Avoiding and disclosing conflicts of interest; and
- Reporting violations of the Code.

**Personal Trading:**

The Code requires pre-clearance of certain securities transactions. Officers, managers, and certain employees of EAG (collectively, Access Persons) may trade for their own personal accounts in securities which are recommended to and/or purchased for EAG's advisory clients. However, because the Code would permit Access Persons to invest in the same securities as clients in some circumstances, there is a possibility that employees could benefit from market activity by a client in a security held by an Access Person. As a result, trading is continually monitored in accordance with the Code and federal securities laws. The Code is intended to ensure that the personal securities transactions and the outside business activities of EAG's Access Persons do not interfere with making decisions in the best interest of advisory clients.

**Principal Trading:**

EAG has adopted a policy and practice not to engage in any principal transactions. EAG holds no investments for its own accounts which could be bought from, or sold to, an advisory client. In the event of any change in EAG's policy, any such change must be approved by management. Any principal transactions would be permitted only after meeting the review and approval requirements described under the anti-fraud section of the Advisers Act.

**Participation or Interest in Client Transactions:***Affiliate EFSI effects Securities Transactions for Advisory Clients*

Registered representatives of EFSI may provide wholesaling, direct sales, enrollment, and/or communication services to retirement plans and their participants for which EAG may also provide its services. In return, EFSI may receive fees from either the plan or the investment provider (fund families). All securities transactions which occur as a result of EAG's services, as described in this Brochure, are executed by EFSI. EFSI may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments that may be available as plan investment options. In all instances, EAG's affiliation with these entities is disclosed. Allocations in the investment options are solely determined and based on Morningstar Investment Management's software and not determinations made by EAG. The compensation paid by EAG to Morningstar Investment Management for Morningstar Investment Management's proprietary software advice program does not vary based on the allocations made or recommended by Morningstar Investment Management. Because Morningstar Investment Management is unaffiliated with EAG and EFSI, EAG does not believe there is a conflict of interest.

*Affiliate EAICA or ELAINY Proprietary Investments*

Investment options into which participant or accountholder assets may be allocated, pursuant to the OA or the MA services may be through a fixed and variable deferred annuity issued by EAICA or ELAINY. Because Morningstar Investment Management is unaffiliated with EAG, EAICA, ELAINY and their affiliates, EAG does not believe there is a conflict of interest. However, in all instances, EAG's affiliation with EAICA and/or EAICA's affiliates, as applicable, will be disclosed.

*Affiliate Empower Retirement, LLC*

Empower Retirement, LLC receives a 35 bp shareholder service fee from the applicable shares of Empower Funds for recordkeeping and administrative services provided for account holders, pursuant to a Shareholder Services Agreement between the parties.

**Item 12 – Brokerage Practices****Brokerage Selection; Best Execution:**

For retirement plans, the plan sponsor or its agent selects the broker-dealer used by the retirement plan and determines the reasonableness of the compensation. EAG does not select or recommend broker-dealers for stock



transactions or self-directed brokerage accounts and does not determine the reasonableness of broker-dealer's compensation. Transactions recommended by Morningstar Investment Management for the Service are processed by EAG's affiliated recordkeeper, Empower, and generally executed through EFSI.

**Soft Dollar Practices:**

As a matter of policy, EAG does not utilize research or other products or services from third parties in connection with client securities transactions on a soft-dollar commission basis.

**Directed Brokerage:**

The plan sponsor may elect to offer brokerage services to participants in the retirement plan. EAG does not participate in such decisions and does not provide recommended portfolios or investment recommendations on assets held in a brokerage account under the retirement plan.

**Trade Aggregation:**

EAG does not bunch orders or engage in block trades to execute equity orders for clients. Client accounts are generally held in trust per regulatory requirements. Further, most trades are mutual funds where trade aggregation does provide any additional client benefits.

**Item 13 – Review of Accounts**

At least annually, EAG personnel review the methodologies used by Morningstar Investment Management to power the OA and MA services to ensure that they are consistent with investment advisory best practices, current technology, applicable law, and the terms of the agreement between EAG and Morningstar Investment Management.

Neither EAG nor Morningstar Investment Management review the personal financial information of participants as provided by the participants or the Plan Sponsor and do not assume responsibility for any incomplete or erroneous information. Such information, which includes date of birth, salary, gender and/or state of residence, must be reviewed periodically by the participant and/or the Plan Sponsor who in turn are responsible for notifying EAG of any changes, errors, or omissions to such information.

EAG conducts the following review of its clients' accounts:

**Online Advice:**

EAG does not conduct review of its participant's accounts in respect to investment oversight, monitoring, or rebalancing. Participants receive from EAG's investment recommendations based on the investment options provided in their specific retirement plan. **It is the responsibility of OA clients to review and update their accounts to adjust for changes in the investments they own and to determine whether the recommendations are suitable for their particular investment needs. OA clients should also review and update their accounts if significant changes occur in their personal circumstances.**

**Managed Account Service:**

Under the MA service, participant assets in the investment options are monitored, rebalanced, and reallocated on a periodic basis by EAG, based on Morningstar Investment Management's software program. On an annual basis, based on the individual's birth date, those enrolled in the MA service will receive an Annual Kit containing an account update and forecast statement. Morningstar Investment Management updates the capital market assumptions underlying their methodology used to construct the asset classes, at least annually, then makes changes to the portfolio allocations, as necessary. The portfolios are also monitored on a regular basis on current portfolio allocations and adjustments are made as necessary.

### **Reporting to Clients:**

Participants enrolled in the MA service receive a MA Welcome Kit shortly after enrollment and an account update at least annually. Participants enrolled in OA can review their accounts and generate their own reports at any time. Individuals are encouraged to update significant changes to their personal information via the appropriate toll-free customer service number. In addition, all individuals receiving Services are provided quarterly account statements generated by the plan's recordkeeper.

### **Item 14 – Client Referrals and Other Compensation**

EAG has authorized EFSI, an affiliate of EAG, and its licensed agents and registered representatives who are Empower employees (collectively referred to as Agents) to solicit, refer and market EAG's services. EAG does not pay any compensation directly to EFSI or its Agents for the solicitation activities performed by EFSI and its Agents. The Agents receive compensation in the form of a salary and a variable bonus paid by Empower. No commissions are paid to Agents for the Services by EAG or EFSI.

Agents may earn bonus compensation based upon engaging plan sponsors to offer EAG's services. Other Agents and EAG representatives may be indirectly compensated through bonus compensation, in addition to their salary, for communication, education and/or assisting participants to enroll in EAG's Services. The incentive compensation an EAG representative receives depends on position type, but generally is calculated based on Empower and/or EAICA profitability and the achievement of individual performance goals that may include factors unrelated to an account holder's adoption of investment products or services offered through Empower.

Agents and EAG representatives' individual performance goals and their related incentive compensation is based on a combination of factors including the number and quality of customer engagements during the measurement period and the amount of customer assets retained as result of the engagements. The rate of incentive compensation considers the total amount of retained or accumulated assets, compared with the monthly asset goal, as determined by EAG on a periodic basis. The asset goal is generally set on an annual basis and may differ by product or account type. Additional factors may include certain qualitative factors, such as leadership, teamwork, client experience, quality and efficiency of client interactions, and adherence to corporate policies and regulatory standards. **Compensation paid to Agents or EAG representatives does not increase the fees paid by the plan, plan sponsor or Members.**

### **Item 15 – Custody**

EAG does not maintain actual custody of its clients' cash, bank accounts, or securities. Pursuant to Rule 206(4)-2 of the Advisers Act as amended, EAG is deemed to have constructive custody with respect to certain client funds and securities. This is because an affiliated party is the custodian and directed or discretionary trustee of certain retirement plan accounts. In addition to annual audits, these accounts, are subject to surprise custody verifications by an independent public accountant each year, as required by Rule 206(4)-2. If applicable, EAG's clients receive periodic account statements (at least quarterly) from their custodian and should carefully review these statements. Certain clients may have assets held by unaffiliated custodians.

### **Item 16 – Investment Discretion**

EAG provides discretionary investment management services for those plan participants who enroll and participate in the MA service; EAG does not offer or engage in discretionary investment services for OA.

The MA service is a professional, flexible asset management program that utilizes data from the methodologies and proprietary software program developed and employed by its IFE, Morningstar Investment Management. To provide the MA service to plan participants, EAG retains discretionary authority over the allocation of available investment options without requiring prior approval of each transaction. All ongoing investment transfers and investment direction changes are implemented for plan participants enrolled in the Managed Account service.

**Item 17 – Voting Client Securities**

EAG does not assume the responsibility to aid or vote proxies or other issuer communications regarding your Account, or to exercise voting or other decision-making authority regarding proxies or other issuer communications. Correspondence regarding the matters described in this section will be handled in connection with the Plan's policies and service provider arrangements.

EAG, as a registered investment adviser, and as a matter of practice, does not accept authority to vote client securities in connection with any of the services described in this Brochure. Correspondence regarding the matters described in this section will be handled in connection with the Plan's policies and service provider arrangements.

**Item 18 – Financial Information**

As previously discussed, under certain circumstances EAG has discretionary authority over certain client funds and securities. Accordingly, EAG is required to disclose information about its financial condition that is reasonably likely to impair its ability to meet contractual commitments to its clients. EAG has no financial commitment that impairs its ability to meet contractual commitments to its clients, nor has EAG been the subject of a bankruptcy proceeding. Further, EAG does not require or solicit prepayment of fees in excess of \$1,200 per client more than six months in advance.

# Agreements/Services Signature Page

## SCHOOL BOARD OF SARASOTA CNTY 007139\_P-001

By signing this Agreements/Services Signature Page, the parties certify that they have read and understood this Agreement and all applicable documents set forth below, that they agree to be bound by the terms and conditions of these Agreements and applicable documents listed below, and that they have the authority to sign and adopt these Agreements and applicable documents.

### DOCUMENTS THAT REQUIRE SUBMISSION TO EMPOWER AND ARE COVERED BY THE SIGNATURE PAGE

- Recordkeeping Services Schedule
- GoalMaker
- SDB Letter of Instruction
- Empower Brokerage Plan Sponsor Application and Agreement
- Millennium Trust Company Automatic Rollover Services Agreement
- Investment Advisory and Management Services Agreement

### IN ADDITION, THESE DOCUMENTS REQUIRE A SEPARATE ELECTION

- Investment Advisory and Management Services Agreement
  - ☐ Accept
  - ☐ Not at this time

Empower Annuity Insurance Company reserves the right to provide communications and documents in an electronic format. By signing below, Plan Sponsor understands, acknowledges, and consents to the electronic communication of all general Plan Sponsor communications and the electronic delivery of plan and service-related information. Certain documents delivered electronically may still require Plan Sponsor signatures. Plan Sponsor understands and agrees that the Plan Sponsor can elect to receive all communications in paper form.

IN WITNESS WHEREOF, the parties duly execute this Agreement as follows:

#### PLAN SPONSOR

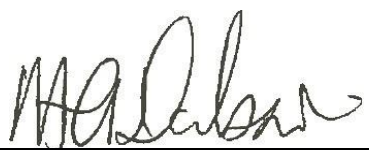
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: November 20, 2023



EMPOWER ANNUITY INSURANCE COMPANY

By: 

PRINT NAME: Harry Dalessio

TITLE: Head of Retirement Plan Services

DATE: February 2, 2024

TO THE EXTENT APPLICABLE, FOR THE EMPLOYER'S ELECTION OF THE PARTICIPANT INVESTMENT ADVICE PROVIDER UNDER THE APPLICABLE ADVISORY SERVICES AGREEMENT:

EMPOWER ADVISORY GROUP, LLC

By: 

PRINT NAME: Kenneth Verzella

TITLE: Vice President, Participant Advisory Services

DATE: February 2, 2024



**February 6, 2024 Board Meeting**  
Agenda Item 31.

**Title**

APPROVAL OF THE SUPERINTENDENT'S MONTHLY FINANCIAL REPORT

**Description**

The Superintendent's Financial Statements for the month ending November 30, 2023, does not reflect any unexpected trends for the first five months of the 2023-2024 fiscal year. The negative trend shown in the General Fund will be eliminated with the receipt of property taxes in December.

**Gap Analysis**

The presentation of monthly financial statements promotes transparency and provides the Board and community with the results of operations during the fiscal year.

**Previous Outcomes**

The Superintendent's Financial reports are presented to the Board monthly to show the financial condition of the district.

**Expected Outcomes**

The approval of the Superintendent's Monthly Financial Report.

**Strategic Plan Goal**

**Recommendation**

That the Superintendent's Monthly Financial Report ending November 30, 2023, be approved as presented.

**Contact Information**

VALERIE MAGGI [valerie.maggi@sarasotacountyschools.net](mailto:valerie.maggi@sarasotacountyschools.net)

BONNIE PENNER [bonnie.penner@sarasotacountyschools.net](mailto:bonnie.penner@sarasotacountyschools.net)

**Financial Impact**

N/A

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">Superintendent's Report November 2023</a>	1/24/2024	Backup Material

The School District of Sarasota County, FL  
Governmental Balance Sheet  
November 30, 2023

	Account Number	Fund Types						Memorandum Only	
		General	Debt Service	Capital Projects	Special Revenue	Food Service	Internal Service	2023-2024	2022-2023
<b>ASSETS</b>									
Cash and Investments	11XX	128,710,265.83	594,936.35	177,024,155.61	8,663,823.58	5,928,738.50	50,807,770.74	371,729,690.61	341,679,448.27
Cash with Fiscal Agent	1114	-	30,560,477.14	113,532,135.11	-	-	-	144,092,612.25	25,758,255.72
Accounts Receivable	1130	230,099.61	-	-	-	-	75,000.00	305,099.61	89,593.01
Due from Other Funds	1140	1,962,942.17	-	50,949,332.93	39,680.32	-	1,284.44	52,953,239.86	55,064,586.57
Due from Other Agencies	1220	948,691.65	-	503,792.67	2,255,695.00	-	-	3,708,179.32	1,819,888.41
Inventory	1150	254,376.19	-	-	-	776,570.25	-	1,030,946.44	839,024.74
Prepaid Items	1230	2,363,718.74	-	-	-	-	-	2,363,718.74	1,781,635.19
<b>Total Assets</b>		<b>134,470,094.19</b>	<b>31,155,413.49</b>	<b>342,009,416.32</b>	<b>10,959,198.90</b>	<b>6,705,308.75</b>	<b>50,884,055.18</b>	<b>576,183,486.83</b>	<b>427,032,431.91</b>
<b>LIABILITIES AND FUND BALANCES</b>									
<b>LIABILITIES</b>									
Accounts Payable	2120	1,523,434.23	555,004.54	264,728.77	879,910.41	462,930.65	29,921.11	3,715,929.71	3,691,796.71
Payroll Deductions and Withholdings	2170	173,733.85	-	-	-	-	-	173,733.85	143,169.53
Estimated Liability Self Insurance	2270	-	-	-	-	-	12,988,171.34	12,988,171.34	12,621,201.99
Compensated Absences	2330	-	-	-	-	-	97,282.03	97,282.03	69,163.44
Deposits Payable	2220	6,350.00	-	-	-	-	-	6,350.00	1,241,000.00
Due to Other Agencies	2230	4,949,284.54	-	-	-	-	-	4,949,284.54	4,292,441.83
Due to Other Funds	2160	51,409,088.43	-	4,305.71	1,536,477.76	3,367.96	-	52,953,239.86	55,064,586.57
Unearned Revenue	2410	-	-	318,311.68	746,755.06	-	-	1,065,066.74	2,535,079.43
<b>Total Liabilities</b>		<b>58,061,891.05</b>	<b>555,004.54</b>	<b>587,346.16</b>	<b>3,163,143.23</b>	<b>466,298.61</b>	<b>13,115,374.48</b>	<b>75,949,058.07</b>	<b>79,658,439.50</b>
<b>FUND BALANCES</b>									
Nonspendable		2,618,094.93	-	-	-	776,570.25	-	3,394,665.18	2,620,659.93
Restricted		9,003,244.00	30,600,408.95	341,422,070.16	7,796,055.67	0.00	-	388,821,778.78	233,117,522.12
Unassigned/Assigned		64,786,864.21	-	-	-	5,462,439.89	37,768,680.70	108,017,984.80	111,635,810.36
<b>Total Fund Balances</b>		<b>76,408,203.14</b>	<b>30,600,408.95</b>	<b>341,422,070.16</b>	<b>7,796,055.67</b>	<b>6,239,010.14</b>	<b>37,768,680.70</b>	<b>500,234,428.76</b>	<b>347,373,992.41</b>
<b>Total Liabilities and Fund Balances</b>		<b>134,470,094.19</b>	<b>31,155,413.49</b>	<b>342,009,416.32</b>	<b>10,959,198.90</b>	<b>6,705,308.75</b>	<b>50,884,055.18</b>	<b>576,183,486.83</b>	<b>427,032,431.91</b>

The School District of Sarasota County, FL Revenue & Expenditures - Budget And Actual November 30, 2023		General Fund						
	Account Number	Budgeted Amounts		Actual YTD Amounts	Percentage of Current Budget	Prior YTD Actual	Difference Increase/(Decrease)	% Increase/(Decrease)
		Original	Current					
REVENUES								
Federal Direct	3100	367,170.00	367,170.00	113,554.34	30.93%	145,935.25	(32,380.91)	-22.19%
Federal Through State	3200	1,160,952.00	1,160,952.00	1,937,047.08	166.85%	107,944.80	1,829,102.28	1694.48%
State Sources	3300	67,564,684.00	67,564,684.00	26,713,088.32	39.54%	31,672,318.23	(4,959,229.91)	-15.66%
Local Sources	3400	492,879,869.00	492,879,869.00	139,042,160.02	28.21%	127,067,064.07	11,975,095.95	9.42%
Total Revenues		561,972,675.00	561,972,675.00	167,805,849.76	29.86%	158,993,262.35	8,812,587.41	5.54%
EXPENDITURES								
Current:								
Instruction	5000	389,511,071.00	389,511,071.00	124,715,234.30	32.02%	113,154,654.92	11,560,579.38	10.22%
Student Support Services	6100	34,182,661.00	34,182,661.00	11,476,734.19	33.57%	10,110,884.79	1,365,849.40	13.51%
Instructional Media Services	6200	6,225,380.00	6,225,380.00	1,672,961.50	26.87%	2,203,737.28	(530,775.78)	-24.09%
Instruction and Curriculum Development Services	6300	3,672,675.00	3,672,675.00	1,322,338.04	36.00%	1,349,077.00	(26,738.96)	-1.98%
Instructional Staff Training Services	6400	1,566,380.00	1,566,380.00	737,137.85	47.06%	701,905.76	35,232.09	5.02%
Instruction Related Technolgy	6500	6,224,794.00	6,224,794.00	2,998,807.66	48.18%	3,830,147.91	(831,340.25)	-21.71%
Board	7100	2,336,026.00	2,336,026.00	1,276,722.76	54.65%	834,682.04	442,040.72	52.96%
General Administration	7200	2,889,826.00	2,889,826.00	1,170,900.07	40.52%	1,049,377.67	121,522.40	11.58%
School Administration	7300	25,512,164.00	25,512,164.00	10,351,230.63	40.57%	9,904,383.48	446,847.15	4.51%
Facilities Acquisition and Construction	7410	4,549,137.00	4,549,137.00	1,823,158.75	40.08%	1,504,691.31	318,467.44	21.16%
Fiscal Services	7500	2,552,900.00	2,552,900.00	975,020.42	38.19%	901,305.36	73,715.06	8.18%
Food Services	7600	-	-	43,736.25		125,074.69	(81,338)	
Central Services	7700	8,096,616.00	8,096,616.00	3,366,675.02	41.58%	2,969,918.84	396,756.18	13.36%
Pupil Transportation Services	7800	23,625,849.00	23,625,849.00	8,726,866.46	36.94%	6,753,204.79	1,973,661.67	29.23%
Operation of Plant	7900	60,006,293.00	60,006,293.00	24,895,851.79	41.49%	21,609,774.98	3,286,076.81	15.21%
Maintenance of Plant	8100	21,674,944.00	21,674,944.00	8,732,106.90	40.29%	7,871,685.94	860,420.96	10.93%
Administrative Tech Services	8200	7,694,771.00	7,694,771.00	4,979,629.47	64.71%	3,889,448.65	1,090,180.82	28.03%
Community Services	9100	2,787,666.00	2,787,666.00	1,664,358.84	59.70%	1,216,218.45	448,140.39	36.85%
Debt Service	9200							
Total Expenditures		603,109,153.00	603,109,153.00	210,929,470.90	34.97%	189,980,173.86	20,949,297.04	11.03%
Excess (Deficiency) of Revenues Over (Under) Expenditures		(41,136,478.00)	(41,136,478.00)	(43,123,621.14)	104.83%	(30,986,911.51)	(12,136,709.63)	
OTHER FINANCING SOURCES (USES)								
Other Financing Sources	3700							
Transfers In	3600	37,630,375.00	37,630,375.00	12,634,749.47	33.58%	11,182,266.85	1,452,482.62	
Transfers Out	9700							
Total Other Financing Sources (Uses)		37,630,375.00	37,630,375.00	12,634,749.47	33.58%	11,182,266.85	1,452,482.62	
Net Change in Fund Balances		(3,506,103.00)	(3,506,103.00)	(30,488,871.67)		(19,804,644.66)	(10,684,227.01)	53.95%
Fund Balances, Prior Year	2800	106,897,075.00	106,897,075.00	106,897,074.81	100.00%	99,020,905.53	7,876,169.28	7.95%
Adjustment to Fund Balances	2891							
Fund Balances, Current Year	2700	103,390,972.00	103,390,972.00	76,408,203.14	73.90%	79,216,260.87	(2,808,057.73)	-3.54%



The School District of Sarasota County, FL Revenue & Expenditures - Budget And Actual November 30, 2023	Debt Service							
	Account Number	Budgeted Amounts		Actual YTD Amounts	Percentage of Current Budget	Prior YTD Actual	Difference Increase/(Decrease)	% Increase/(Decrease)
		Original	Current					
<b>REVENUES</b>								
Federal Direct	3100	1,967,816.00	1,967,816.00			-		
Federal Through State	3200							
State Sources	3300	391,808.00	391,808.00			-		
Local Sources	3400			(38,854.31)	(0.10)	(3,409,358.77)	3,370,504.46	-98.86%
<b>Total Revenues</b>		2,359,624.00	2,359,624.00	(38,854.31)	-1.65%	(3,409,358.77)	3,370,504.46	-98.86%
<b>EXPENDITURES</b>								
Current:								
Instruction	5000							
Student Support Services	6100							
Instructional Media Services	6200							
Instruction and Curriculum Development Services	6300							
Instructional Staff Training Services	6400							
Instruction Related Technology	6500							
Board	7100							
General Administration	7200							
School Administration	7300							
Facilities Acquisition and Construction	7410							
Fiscal Services	7500							
Food Services	7600							
Central Services	7700							
Pupil Transportation Services	7800							
Operation of Plant	7900							
Maintenance of Plant	8100							
Administrative Tech Services	8200							
Community Services	9100							
Debt Service	9200	36,223,595.00	36,223,595.00	4,979,252.98	13.75%	6,178,769.84	(1,199,516.86)	-19.41%
<b>Total Expenditures</b>		36,223,595.00	36,223,595.00	4,979,252.98	13.75%	6,178,769.84	(1,199,516.86)	-19.41%
Excess (Deficiency) of Revenues Over (Under) Expenditures		(33,863,971.00)	(33,863,971.00)	(5,018,107.29)	14.82%	(9,588,128.61)	4,570,021.32	
<b>OTHER FINANCING SOURCES (USES)</b>								
COPS 2022A Cost of Issuance	3700			0.00		0.00		
Payments to refunded escrow agent								
Transfers In	3600	35,536,074.00	35,536,074.00	4,979,252.98	14.01%	6,163,446.20	(1,184,193.22)	
Transfers Out	9700							
<b>Total Other Financing Sources (Uses)</b>		35,536,074.00	35,536,074.00	4,979,252.98	14.01%	6,163,446.20	(1,184,193.22)	
Net Change in Fund Balances		1,672,103.00	1,672,103.00	(38,854.31)	-2.32%	(3,424,682.41)	3,385,828.10	-98.87%
Fund Balances, Prior Year	2800	30,639,264.00	30,639,264.00	30,639,263.26	100.00%	29,214,213.27	1,425,049.99	4.88%
Adjustment to Fund Balances	2891							
Fund Balances, Current Year	2700	32,311,367.00	32,311,367.00	30,600,408.95	94.70%	25,789,530.86	4,810,878.09	18.65%

The School District of Sarasota County, FL Revenue & Expenditures - Budget And Actual November 30, 2023	Capital Projects							
	Account Number	Budgeted Amounts		Actual YTD Amounts	Percentage of Current Budget	Prior YTD Actual	Difference Increase/(Decrease)	% Increase/(Decrease)
		Original	Current					
<b>REVENUES</b>								
Federal Direct	3100							
Federal Through State	3200							
State Sources	3300	5,577,420.00	5,577,420.00	1,629,328.55	29.21%	1,454,470.00	174,858.55	12.02%
Local Sources	3400	193,415,253.00	193,415,253.00	64,154,142.14	33.17%	55,678,321.63	8,475,820.51	15.22%
<b>Total Revenues</b>		198,992,673.00	198,992,673.00	65,783,470.69	33.06%	57,132,791.63	8,650,679.06	15.14%
<b>EXPENDITURES</b>								
Current:								
Instruction	5000							
Student Support Services	6100							
Instructional Media Services	6200							
Instruction and Curriculum Development Services	6300							
Instructional Staff Training Services	6400							
Instruction Related Technology	6500							
Board	7100							
General Administration	7200							
School Administration	7300							
Facilities Acquisition and Construction	7410	618,676,968.00	618,676,968.00	46,831,183.07	7.57%	34,182,383.62	12,648,799.45	37.00%
Fiscal Services	7500							
Food Services	7600							
Central Services	7700							
Pupil Transportation Services	7800							
Operation of Plant	7900							
Maintenance of Plant	8100							
Administrative Tech Services	8200							
Community Services	9100							
Debt Service	9200							
<b>Total Expenditures</b>		618,676,968.00	618,676,968.00	46,831,183.07	7.57%	34,182,383.62	12,648,799.45	37.00%
Excess (Deficiency) of Revenues Over (Under) Expenditures		(419,684,295.00)	(419,684,295.00)	18,952,287.62	-4.52%	22,950,408.01	(3,998,120.39)	
<b>OTHER FINANCING SOURCES (USES)</b>								
Loss Recoveries	3740	20,320,827.00	20,320,827.00			-		
Proceeds From COPS Issue	3731	186,500,000.00	186,500,000.00			-	-	
Proceeds From Lease	3710	-	-			11,884,973.85	(11,884,973.85)	
Transfers In	3600	61,117,092.00	61,117,092.00					
Transfers Out	9700	(127,470,574.00)	(127,470,574.00)	(17,614,002.45)	13.82%	(17,345,713.05)	(268,289.40)	
<b>Total Other Financing Sources (Uses)</b>		140,467,345.00	140,467,345.00	(17,614,002.45)	-12.54%	(5,460,739.20)	(12,153,263.25)	
Net Change in Fund Balances		(279,216,950.00)	(279,216,950.00)	1,338,285.17	-0.48%	17,489,668.81	(16,151,383.64)	-92.35%
Fund Balances, Prior Year	2800	340,083,785.00	340,083,785.00	340,083,784.99	100.00%	168,775,705.47	171,308,079.52	101.50%
Adjustment to Fund Balances	2891							
Fund Balances, Current Year	2700	60,866,835.00	60,866,835.00	341,422,070.16	560.93%	186,265,374.28	155,156,695.88	83.30%

The School District of Sarasota County, FL Revenue & Expenditures - Budget And Actual November 30, 2023		Special Revenue						
	Account Number	Budgeted Amounts		Actual YTD Amounts	Percentage of Current Budget	Prior YTD Actual	Done	
		Original	Current				Difference Increase/(Decrease)	% Increase/(Decrease)
REVENUES								
Federal Direct	3100	3,213,079.00	3,213,079.00	702,762.48	21.87%	746,920.74	(44,158.26)	-5.91%
Federal Through State	3200	81,245,427.00	81,245,427.00	20,891,780.04	25.71%	16,939,571.90	3,952,208.14	23.33%
State Sources	3300							
Local Sources*	3400	9,122,421.00	9,122,421.00	491,520.68	5.39%	913,169.24	(421,648.56)	-46.17%
Total Revenues		93,580,927.00	93,580,927.00	22,086,063.20	23.60%	18,599,661.88	3,486,401.32	18.74%
EXPENDITURES								
Current:								
Instruction	5000	37,273,900.00	37,273,900.00	12,185,315.81	32.69%	9,282,743.97	2,902,571.84	31.27%
Student Support Services	6100	18,531,716.00	18,531,716.00	3,665,726.30	19.78%	3,282,850.97	382,875.33	11.66%
Instructional Media Services	6200	2,303,670.00	2,303,670.00	127,262.77	5.52%	705,249.99	(577,987.22)	-81.95%
Instruction and Curriculum Development Services	6300	2,580,351.00	2,580,351.00	678,581.54	26.30%	447,439.00	231,142.54	51.66%
Instructional Staff Training Services	6400	12,028,442.00	12,028,442.00	2,962,824.99	24.63%	2,420,496.09	542,328.90	22.41%
Instruction Related Technolgy	6500	1,317,347.00	1,317,347.00	229,311.62	17.41%	466,082.86	(236,771.24)	-50.80%
Board	7100			-		-		
General Administration	7200	3,996,982.00	3,996,982.00	805,541.30	20.15%	682,709.00	122,832.30	17.99%
School Administration	7300	1,676,939.00	1,676,939.00	118,749.91	7.08%	137,099.63	(18,349.72)	-13.38%
Facilities Acquisition and Construction	7410	778,753.00	778,753.00	160,357.61	0.21	-	160,357.61	-
Fiscal Services	7500	49,932.00	49,932.00	-	-	-	-	-
Food Services	7600	54,381.00	54,381.00	-	-	7,203.39	(7,203.39)	-
Central Services	7700	1,364,868.00	1,364,868.00	194,519.17	14.25%	331,640.10	(137,120.93)	-41.35%
Pupil Transportation Services	7800	2,177,146.00	2,177,146.00	210,040.13	9.65%	3,509.24	206,530.89	0.00%
Operation of Plant	7900	1,041,280.00	1,041,280.00	31,664.15	3.04%	25,822.15	5,842.00	22.62%
Maintenance of Plant	8100	371,363.00	371,363.00	104,168.00	28.05%	262,405.30	(158,237.30)	0.00%
Administrative Tech Services	8200	871,060.00	871,060.00	164,302.25	18.86%	94,163.86	70,138.39	74.49%
Community Services*	9100	7,162,797.00	7,162,797.00	447,697.65	6.25%	450,246.33	(2,548.68)	-0.57%
Debt Service	9200							
Total Expenditures		93,580,927.00	93,580,927.00	22,086,063.20	23.60%	18,599,661.88	3,486,401.32	18.74%
Excess (Deficiency) of Revenues Over (Under) Expenditures		-	-	-		-	-	
OTHER FINANCING SOURCES (USES)								
Transfers In	3600							
Transfers Out	9700							
Total Other Financing Sources (Uses)		-	-	-		-	-	
Net Change in Fund Balances		-	-	-		-	-	
Fund Balances, Prior Year*	2800	7,796,056.00	7,796,056.00	7,796,055.67		7,211,677.18	584,378.49	8.10%
Adjustment to Fund Balances	2891							
Fund Balances, Current Year	2700	7,796,056.00	7,796,056.00	7,796,055.67		7,211,677.18	584,378.49	

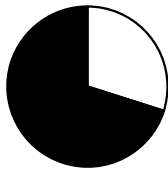
The School District of Sarasota County, FL Revenue & Expenditures - Budget And Actual November 30, 2023	Food Service							
	Account Number	Budgeted Amounts		Actual YTD Amounts	Percentage of Current Budget	Prior YTD Actual	Done Difference Increase/(Decrease)	% Increase/(Decrease)
		Original	Current					
<b>REVENUES</b>								
Federal Direct	3100							
Federal Through State	3200	18,589,136.00	18,589,136.00	4,882,639.44	26.27%	4,999,930.71	(117,291.27)	-2.35%
State Sources	3300	155,065.00	155,065.00	81,801.00	0.53	76,425.00	5,376.00	
Local Sources	3400	6,295,700.00	6,295,700.00	3,215,044.70	51.07%	2,562,521.63	652,523.07	25.46%
<b>Total Revenues</b>		25,039,901.00	25,039,901.00	8,179,485.14	32.67%	7,638,877.34	540,607.80	7.08%
Current:								
Instruction	5000							
Student Support Services	6100							
Instructional Media Services	6200							
Instruction and Curriculum Development Services	6300							
Instructional Staff Training Services	6400							
Instruction Related Technolgy	6500							
Board	7100							
General Administration	7200							
School Administration	7300							
Facilities Acquisition and Construction	7410							
Fiscal Services	7500							
Food Services	7600	27,937,725.00	27,937,725.00	9,187,349.89	32.89%	8,579,108.52	608,241.37	7.09%
Central Services	7700							
Pupil Transportation Services	7800							
Operation of Plant	7900							
Maintenance of Plant	8100							
Administrative Tech Services	8200							
Community Services	9100							
Debt Service	9200							
<b>Total Expenditures</b>		27,937,725.00	27,937,725.00	9,187,349.89	32.89%	8,579,108.52	608,241.37	7.09%
Excess (Deficiency) of Revenues Over (Under) Expenditures		(2,897,824.00)	(2,897,824.00)	(1,007,864.75)	34.78%	(940,231.18)	(67,633.57)	
<b>OTHER FINANCING SOURCES (USES)</b>								
Transfers In	3600							
Transfers Out	9700							
<b>Total Other Financing Sources (Uses)</b>		-	-	-		-	-	
Net Change in Fund Balances		(2,897,824.00)	(2,897,824.00)	(1,007,864.75)	34.78%	(940,231.18)	(67,633.57)	7.19%
Fund Balances, Prior Year	2800	7,246,875.00	7,246,875.00	7,246,874.89	100.00%	6,338,187.60	908,687.29	14.34%
Adjustment to Fund Balances	2891							
Fund Balances, Current Year	2700	4,349,051.00	4,349,051.00	6,239,010.14	143.46%	5,397,956.42	841,053.72	15.58%

The School District of Sarasota County, FL Revenue & Expenditures - Budget And Actual November 30, 2023		Internal Service Fund						
		Account Number	Budgeted Amounts		Actual YTD Amounts	Percentage of Current Budget	Prior YTD Actual	Done
			Original	Current				Difference Increase/(Decrease)
REVENUES								% Increase/(Decrease)
Federal Direct	3100							
Federal Through State	3200							
State Sources	3300							
Local Sources	3400	77,979,474.00	77,979,474.00	35,685,409.95	45.76%	32,752,325.92	2,933,084.03	8.96%
<b>Total Revenues</b>		77,979,474.00	77,979,474.00	35,685,409.95	45.76%	32,752,325.92	2,933,084.03	8.96%
EXPENDITURES								
Current:								
Instruction	5000							
Student Support Services	6100							
Instructional Media Services	6200							
Instruction and Curriculum Development Services	6300							
Instructional Staff Training Services	6400							
Instruction Related Technology	6500							
Board	7100							
General Administration	7200							
School Administration	7300							
Facilities Acquisition and Construction	7410							
Fiscal Services	7500							
Food Services	7600							
Central Services	7700	83,431,171.00	83,431,171.00	30,897,441.33	37.03%	26,371,613.32	4,525,828.01	17.16%
Pupil Transportation Services	7800							
Operation of Plant	7900							
Maintenance of Plant	8100							
Administrative Tech Services	8200							
Community Services	9100							
Debt Service	9200							
<b>Total Expenditures</b>		83,431,171.00	83,431,171.00	30,897,441.33	37.03%	26,371,613.32	4,525,828.01	17.16%
Excess (Deficiency) of Revenues Over (Under) Expenditures		(5,451,697.00)	(5,451,697.00)	4,787,968.62	-87.83%	6,380,712.60	(1,592,743.98)	
OTHER FINANCING SOURCES (USES)								
Transfers In	3600							
Transfers Out	9700	(6,812,967.00)	(6,812,967.00)	-		-	-	
<b>Total Other Financing Sources (Uses)</b>		(6,812,967.00)	(6,812,967.00)	-		-	-	
Change in Net Position		(12,264,664.00)	(12,264,664.00)	4,787,968.62	-39.04%	6,380,712.60	(1,592,743.98)	-24.96%
Net Position, Prior Year	2800	32,980,712.00	32,980,712.00	32,980,712.08	100.00%	37,112,480.20	(4,131,768.12)	-11.13%
Adjustment to Net Position	2891							
Net Position, Current Year	2700	20,716,048.00	20,716,048.00	37,768,680.70	182.32%	43,493,192.80	(5,724,512.10)	-13.16%

# General Fund

November, 2023

Revenues



<b>Collected</b>	\$167,805,850	29.86%
<b>Uncollected</b>	<u>\$394,166,825</u>	<u>70.14%</u>
<b>Estimated Revenue</b>	\$561,972,675	100.00%

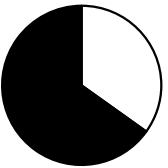
Expenditures



<b>Expended</b>	\$210,929,471	34.97%
<b>Unexpended</b>	<u>\$392,179,682</u>	<u>65.03%</u>
<b>Appropriations</b>	\$603,109,153	100.00%

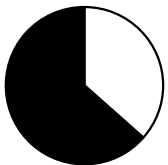
November, 2022

Revenues



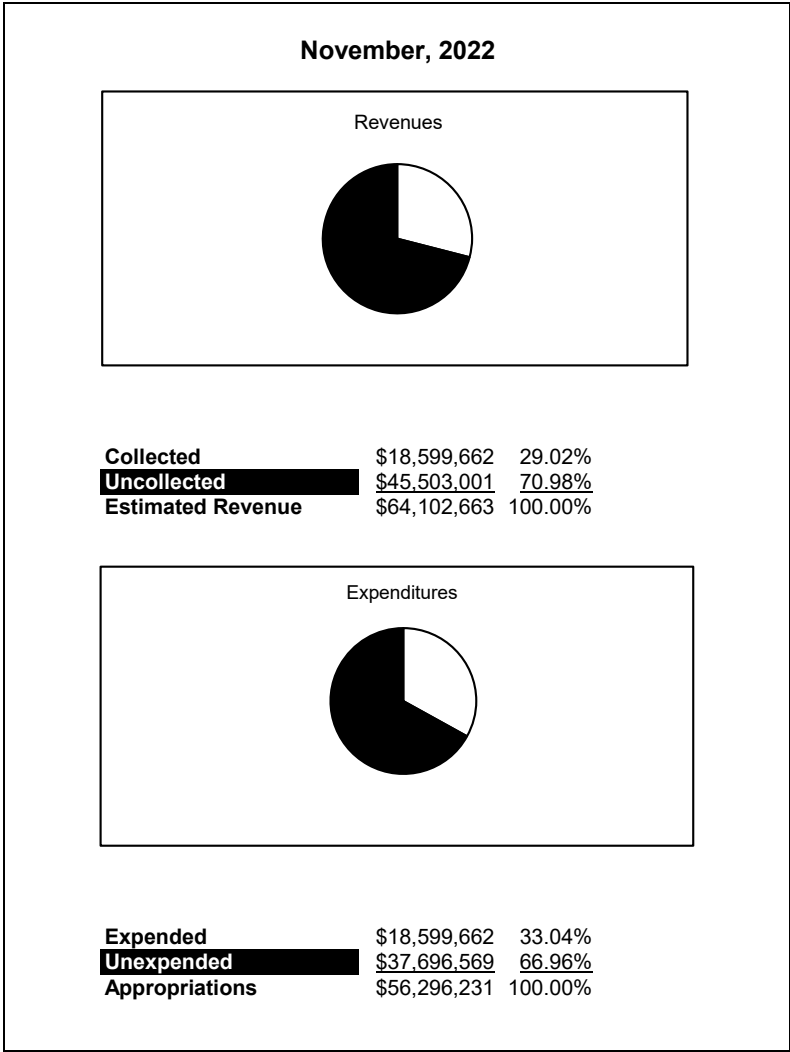
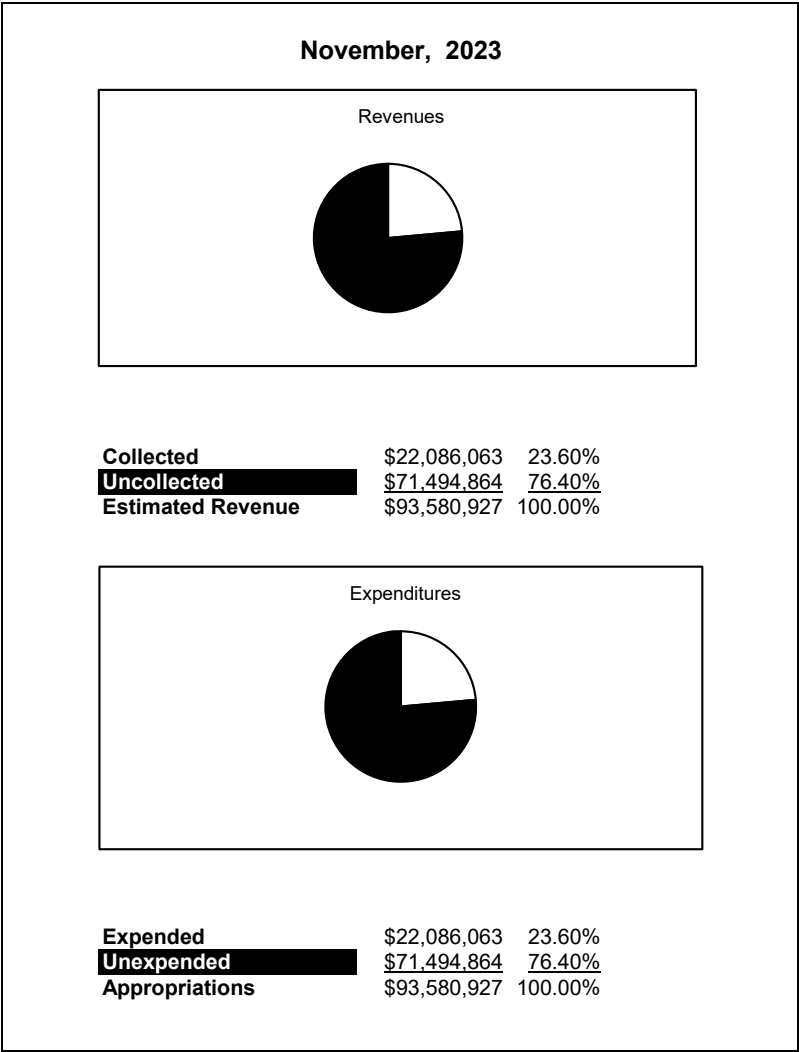
<b>Collected</b>	\$158,993,262	34.89%
<b>Uncollected</b>	<u>\$296,743,380</u>	<u>65.11%</u>
<b>Estimated Revenue</b>	\$455,736,642	100.00%

Expenditures



<b>Expended</b>	\$189,980,174	36.48%
<b>Unexpended</b>	<u>\$330,785,976</u>	<u>63.52%</u>
<b>Appropriations</b>	\$520,766,150	100.00%

Special Revenue Fund

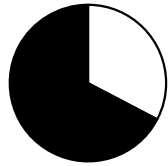


Uncollected and Unexpended are higher due to budgeting Multiple year grants in one year

## Food Service Fund

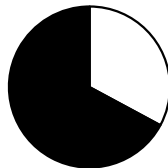
**November, 2023**

Revenues



<b>Collected</b>	\$8,179,485	32.67%
<b>Uncollected</b>	\$16,860,416	67.33%
<b>Estimated Revenue</b>	<b>\$25,039,901</b>	<b>100.00%</b>

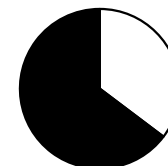
Expenditures



<b>Expended</b>	\$9,187,350	32.89%
<b>Unexpended</b>	\$18,750,375	67.11%
<b>Appropriations</b>	<b>\$27,937,725</b>	<b>100.00%</b>

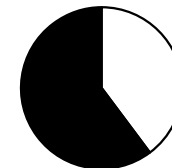
**November, 2022**

Revenues



<b>Collected</b>	\$7,638,877	35.25%
<b>Uncollected</b>	\$14,030,304	64.75%
<b>Estimated Revenue</b>	<b>\$21,669,181</b>	<b>100.00%</b>

Expenditures

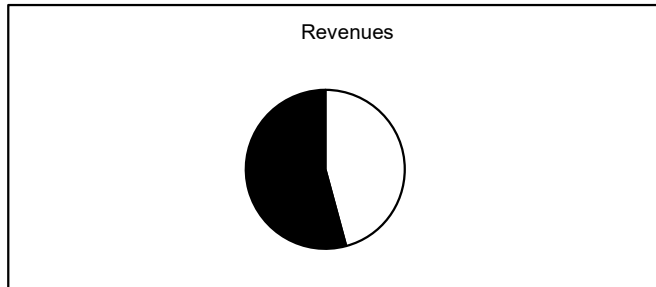


<b>Expended</b>	\$8,579,109	39.79%
<b>Unexpended</b>	\$12,981,543	60.21%
<b>Appropriations</b>	<b>\$21,560,652</b>	<b>100.00%</b>

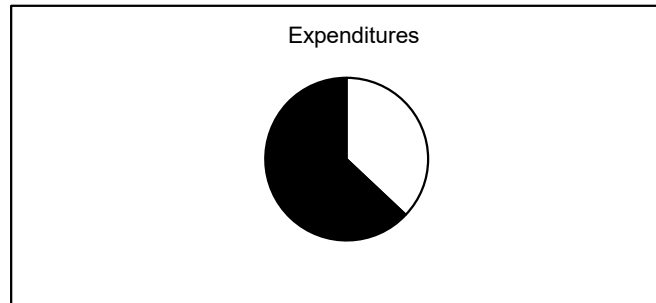


## Internal Service Fund

**November, 2023**

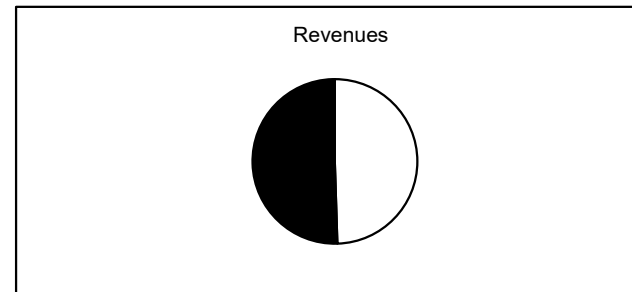


<b>Collected</b>	\$35,685,410	45.76%
<b>Uncollected</b>	<u>\$42,294,064</u>	<u>54.24%</u>
<b>Estimated Revenue</b>	\$77,979,474	100.00%

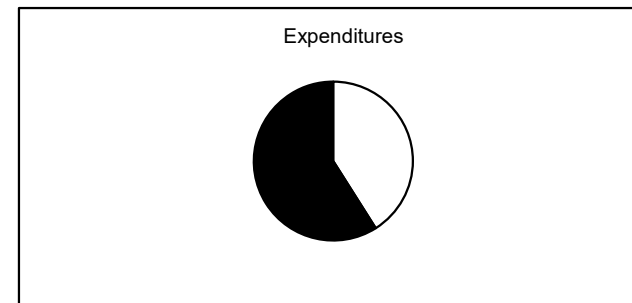


<b>Expended</b>	\$30,897,441	37.03%
<b>Unexpended</b>	<u>\$52,533,730</u>	<u>62.97%</u>
<b>Appropriations</b>	\$83,431,171	100.00%

**November, 2022**



<b>Collected</b>	\$32,752,326	49.55%
<b>Uncollected</b>	<u>\$33,351,748</u>	<u>50.45%</u>
<b>Estimated Revenue</b>	\$66,104,074	100.00%



<b>Expended</b>	\$26,371,613	41.02%
<b>Unexpended</b>	<u>\$37,916,091</u>	<u>58.98%</u>
<b>Appropriations</b>	\$64,287,704	100.00%



**February 6, 2024 Board Meeting**  
Agenda Item 32.

**Title**

APPROVAL AND/OR RATIFICATION OF THE BOOKER HIGH SCHOOL VISUAL PERFORMING ARTS (VPA) RENOVATION CONSTRUCTION SERVICES' CHANGE ORDER

**Description**

This Change Order (CO) updates the Construction Manager (CM) contract to provide the following:

- \*Fire alarm price increase, partial subcontractor price escalations, concrete, and masonry constraints.
- \*Reconciliation of allowance item
- \*Additional work including dock leveler, storage trailers, mastic at steel columns, upgrades to existing fire alarm devices and panels, sanitary storm and manhole adjustments, unanticipated asbestos abatement and monitoring, and work associated with Architect's Supplemental Instructions (ASI's) #001 & 002 and Requests for Information (RFI's) #173, 209, 219, 347, 353, 354 & 443.
- \*Time extension (no costs for general conditions for time extension are approved)
- \*Bonds and insurance

**Gap Analysis**

This CO will provide for completion of the project with Substantial Completion anticipated for 3/1/2024 and increase the budget for the project to cover additional scope of work and cost escalation.

**Previous Outcomes**

N/A

**Expected Outcomes**

That the Board approved the change order as presented.

**Strategic Plan Goal**

N/A

**Recommendation**

That the Construction Services CO be approved as presented. Staff negotiated this CO and collaborated with Legal to develop this CO in the amount of \$2,500,899.00.

**Contact Information**

JANE DREGER jane.dreger@sarasotacountyschools.net

JODY DUMAS jody.dumas@sarasotacountyschools.net

**Financial Impact**

\$2,500,899.00

**ATTACHMENTS:**

Description

Upload Date

Type



# SARASOTA COUNTY SCHOOL BOARD

## Construction Services

### Change Order

PROJECT: Booker HS Visual Performing Arts (VPA) Renovation  
3201 North Orange Avenue  
Sarasota, FL 34234

CHANGE ORDER DATE: 02/06/24

CONTRACT / PO NUMBER: 22202644

TO (CM): Core Construction Services of Florida LLC  
8027 Cooper Creek Blvd. Suite 110  
Sarasota, FL 34201

CONTRACT FOR: Scope Change, Reconciliations

CHANGE ORDER NUMBER: 031

CONTRACT DATE: 10/05/21

You are directed to make the following changes in this Contract:	
<i>This CO includes the following revisions:</i>	
• Fire alarm price increase, partial subcontractor price escalations, concrete and masonry constraints (see page 2 of this CO for backup)	\$1,236,551.00
• Reconcile allowances (see page 2 of this CO for backup)	
• Additional work (see page 2 of this CO for backup)	\$ 335,559.00
• General conditions for time extension	\$ 375,509.00
• Bond and insurance	\$ 441,707.00
• CM overhead and profit	\$ 75,981.00
• Credit for CM overhead and profit	\$ 135,592.00
• Overages/CM losses NOT approved for this CO	(\$ 100,000.00)
o Preconstruction \$ 195,891.00	\$ 0.00
o General Conditions \$1,356,420.00	
<b>Total of Summary:</b>	<b>\$2,500,899.00</b>

The original Guaranteed Maximum Price was	\$ 3,210,407.00
The net change by previously authorized Change Orders	\$12,896,384.50
The Guaranteed Maximum Price prior to the Change Order was	\$16,106,791.50
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 2,500,899.00
The new Guaranteed Maximum Price including this Change Order will be	\$18,607,690.50

The Contract Time will be increased by 375 days.  
The new date of Substantial Completion will be 03/01/2024.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.**

SCHENKELSHULTZ Architecture  
ARCHITECT (Firm name)

SIGNATURE

Rob Russell, Associate  
PRINTED NAME & TITLE

01/23/2024  
DATE

CORE Construction Services of Florida LLC SARASOTA COUNTY SCHOOL BOARD  
CONTRACTOR (Firm name)

SIGNATURE

Brent Elliott, PHD, CGC  
Vice President  
PRINTED NAME & TITLE

01/23/2024  
DATE

OWNER

SIGNATURE

Ernest F. DuBose II  
PROJECT MANAGER (Printed Name)

SIGNATURE

Karen Rose, Chair  
SCHOOL BOARD CHAIR (Printed Name)

1/24/24

Additional backup for items included in this Change Order #031

<i>This CO includes the following revisions:</i>	
• <i>Fire alarm price increase, partial subcontractor price escalations, concrete and masonry constraints, including subcontractor default</i>	\$1,236,551.00
• <i>Reconcile allowances specified in the original GMP including MEP disconnects, shoring, fences, gates, landscaping, entry canopy modifications, grand stairs, signage, additional steel framing, thin brick veneer, sound rated glazing, stage flooring, additional steel framing for curtainwall, surveying, and cut/fill required for new sloped floor in Auditorium</i>	\$ 335,559.00
• <i>Additional work required for dock leveler, storage trailers, mastic at steel columns, upgrades to existing fire alarm devices and panel, sanitary storm and manhole adjustments, unanticipated asbestos abatement and monitoring, ASI's #1 &amp; 2, RFI's #173, 209, 219, 347, 353, 354 &amp; 443</i>	\$ 375,509.00
• <i>General conditions for time extension including supplemental staff and direct delay general conditions</i>	\$ 441,707.00
• <i>Bond and insurance</i>	\$ 75,981.00
• <i>CM overhead and profit</i>	\$ 135,592.00
• <i>Credit for CM overhead and profit, negotiated by staff</i>	(\$ 100,000.00)
• <i>Overages/CM losses <b>NOT</b> approved for this CO, negotiated by staff</i>	
○ <i>Preconstruction \$ 195,891.00</i>	\$ 0.00
○ <i>General Conditions \$1,356,420.00</i>	\$ 0.00
<b>Total for this CO #031:</b>	<b>\$2,500,899.00</b>



**February 6, 2024 Board Meeting**  
**Agenda Item 33.**

**Title**

**APPROVAL OF THE NEW JOB DESCRIPTION FOR RIVERVIEW HIGH SCHOOL AQUACULTURE FARM HATCHERY TECHNICIAN**

**Description**

The Aquaculture Farm Hatchery Technician position is designed as high-level support for the Aquascience program. Technician must oversee all aspects of running a fully functional aquaculture facility on a daily full-time and year-round basis, but not limited to hours in the normal school day. Main role is the daily maintenance, husbandry, water quality checks, feeding, and confirming all systems are running at normal operations. The manager must have a strong understanding of water quality.

Other roles included but not limited to:

- Implement gardens, hydroponics, and aquaponics as required and maintain shared relationship with farm project at McIntosh.
- Order equipment, dry goods, and food as needed researching cost-effective suppliers in conjunction with program staff.
- Use, set up, and maintenance of specialized equipment including UV sterilizers, Chillers, Nutrient Monitoring devices (Neptune), Calibration of probes, testing equipment and photometers, RO/DI water filtration and all lighting.
- Maintain current ecosystem designs, update as needed and create plans with staff for future design ideas.
- Planning and building of aquatics life support systems as upgrades are needed.
- Ability to maintain hardware and pumps, design, plumb and build systems and any support needed.
- Must have some general trade skills.
- Assist with the development of experimental designs for student research projects.
- Assist with assessing student progress.
- Communicate effectively with staff, parents, and visitors.
- Preparation and documentation, renewal of license as needed with the Florida Dept of Aquaculture.
- Direct working relationship with staff at Mote Marine Aquaculture Park regarding the Snook Enhancement Program in Phillippi Creek and working on future projects.
- Yearly maintenance as needed on UV sterilizers, Coral bulbs, pumps, koi pond, etc.
- Creation of Standard Operating Procedures.

**Gap Analysis**

The RHS Aquaculture Program directly supports the Aquascience-based Stars to Starfish Program, an Intern program educating young local students on the environmental importance of aquaculture and ecosystems. It supports IB Marine Biology in respect to proper protocol for running lab experiments. The program partners with Mote Marine with its Snook Enhancement Program in Phillippi Creek and it is a full-time breeding facility for several species of marine fish and corals with intended goal of bringing in revenue to the program.

The program requires someone onsite 7 days a week and a minimum of a normal 7.5-hour workday, but not limited to these hours.

The RHS Aquaculture Hatchery Farm Technician must be a consistent entity at the facility, willing to work late if needed, maintain full-time work schedule during Summer Break as well as all breaks during the school year. Cover off days and be available to deal with any issues that may arise at any time.

The current schedule for the position leads to an outside hire at times during the year. This person is not familiar with the intricacies of the program and does not have a vested interest in the long-term success of the program. Actual experience is

unknown, as is the ability to handle any crisis that may arise. A major crisis could potentially set the program back years. Breeding age fish take years to mature.

All these potential issues will not be an issue if the Aquaculture Farm Hatchery Technician is set as a 10 month properly compensated position with an employee willing to work any hours and times needed for the overall success of the program.

**Previous Outcomes**

N/A  
If approved, this would be a new position to Sarasota County Schools designed to support the Aquascience program by caring for the diverse living organisms at the Aquaculture facility.

**Expected Outcomes**

Maintaining a high level of care that can continue at the facility.

**Strategic Plan Goal**

.

**Recommendation**

That the Aquascience Hatchery Technician job description be approved as presented.

**Contact Information**

DANIELLE SCHWIED danielle.schwied@sarasotacountyschools.net  
ALLISON FOSTER allison.foster@sarasotacountyschools.net  
MEGAN GREEN megan.green@sarasotacountyschools.net

**Financial Impact**

0.4 of an SSP-7 for 2024-2025 is \$19,992.80

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">Approval Form</a>	1/24/2024	Cover Memo
<a href="#">Job Description</a>	1/29/2024	Cover Memo

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
HUMAN RESOURCES  
1960 LANDINGS BOULEVARD, SARASOTA, FL 34231  
PHONE (941) 927-9000 FAX (941) 927-4020

**JOB DESCRIPTIONS APPROVAL NEW AND REVISED**

**Instructions:** Access Job Descriptions – New and Revised Procedural Guidelines on the District Human Resources (HR) site/Employee Forms for complete instructions. Send the form electronically to HR with the appropriately formatted new or revised job description. Call HR at extension 31200 with any questions.

- Text added to an existing job description should be denoted by underlining, and deletions denoted by [brackets]. The tracking option cannot be used on the job description document.
- Once the job description is correctly formatted, the form must be signed by the Assistant Superintendent, Cost Center Head, Executive Director, and HR Executive Director.
- At least 3 weeks prior to a regularly scheduled Board meeting, send a copy of the completed new or revised job description, this form, and a justification letter to the HR Staffing Administrator for review.

**To be completed by the Cost Center requesting a new or revised job description**

Job Description ☒ New ☐ Revised

Job Description Title RHS Aquascience Hatchery Manager

Cost Center Riverview High School

Erin Haughey

Cost Center Head Name (Print)

  
Cost Center Head Signature

11/6/23  
Date

**Approvals**

Tody Dunn  
Assistant Superintendent Name (Print)

  
Assistant Superintendent Signature

11/8/24  
Date

Executive Director Name (Print)

Executive Director Signature

Date

Dr. Allison Foster  
HR Executive Director Name (Print)

  
HR Executive Director Signature

11/11/2024  
Date

Danielle Schwiect  
HR Staffing Administrator Name (Print)

  
HR Staffing Administrator Signature

11/6/23  
Date



**SCHOOL DISTRICT OF SARASOTA COUNTY****JOB DESCRIPTION****RHS AQUASCIENCE HATCHERY TECHNICIAN**

**SALARY SCHEDULE:** SSP-7, 10 months

**COST CENTER:** DISTRICT-WIDE

**QUALIFICATIONS:**

- (1) High School diploma
- (2) Associate of Art's / Associate of Science Degree or sixty (60) hour equivalent from an accredited educational institution.
- (3) Experience with maintenance and operation of aqua science life support equipment, gardening and hydroponic systems preferred.
- (4) Experience with State Division of Aquaculture License reporting and documentation preferred.
- (5) Must be able to communicate effectively.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Detailed knowledge of aquaculture facility maintenance, aquatic organism care (including: plants and hydroponics, invertebrate and vertebrate animal husbandry), and water quality management. Knowledge of general computer use. Ability to follow directions. Ability to work independently.

**REPORTS TO:**

Principal or Designee

**JOB GOAL**

To care for living organisms in the Aquascience facility on a daily basis.

**SUPERVISES:**

N/A

**PERFORMANCE RESPONSIBILITIES:**

- \* (1) Daily aquascience program maintenance and responsibilities.
- \* (2) Perform daily maintenance and water quality checks of all running life support equipment.
- \* (3) Assist in creating a safe learning environment.
- \* (4) Implement gardening and hydroponics systems as directed.
- \* (5) Assist staff members with equipment/food ordering.
- \* (6) Assist with the development of experimental designs for student research projects.
- \* (7) Preparation and documentation of accurate records and reports for our state division of aquaculture license
- \* (8) Assist with assessing student progress.
- \* (9) Communicate effectively with staff and parents.
- \* (10) Use specialized equipment as required for RO/DI water, DO probe, nutrient monitoring equipment (Neptune System), UV sterilizer and lighting.
- \* (11) Yearly maintenance of UV sterilizers, pumps, koi pond, general system cleaning.
- \* (12) Planning and building of aquatic life support systems as upgrades are needed.
- \* (13) Provide for a safe and secure workplace.
- \* (14) Model and maintain high ethical standards.
- \* (15) Follow attendance, punctuality and proper dress rules.
- \* (16) Maintain confidentiality regarding school matters.
- \* (17) Maintain positive relationships with staff and vendors.
- \* (18) Participate in workshops and training sessions as required.

### **PARAPROFESSIONAL AIDE III (Continued)**

- \*(19) Keep supervisor informed of potential problems or unusual events.
- \*(20) Respond to inquiries and concerns in a timely manner.
- \*(21) Follow all School Board policies, rules and regulations.
- \*(22) Exhibit interpersonal skills to work as an effective team member.
- \*(23) Demonstrate support for the School District and its goals and priorities.
- (24) Perform other incidental tasks consistent with the goals and objectives of this position.

#### **PHYSICAL REQUIREMENTS:**

Heavy Work: Exerting up to 50 pounds of force occasionally and/or up to 30 pounds of force as frequently as needed to move objects.

#### **TERMS OF EMPLOYMENT:**

Salary and benefits shall be paid consistent with the District's approved compensation plan.  
Length of the work year and hours of employment shall be those established by the District.

#### **EVALUATION:**

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

#### **Job Description Supplement No. 01**

\*Essential Performance Responsibilities



**February 6, 2024 Board Meeting**  
**Agenda Item 34.**

**Title**

APPROVAL OF THE NEW JOB DESCRIPTION FOR SPEECH/LANGUAGE PATHOLOGIST ASSISTANT PATHOLOGIST

**Description**

Speech-Language Pathology Assistants (SLPAs) are certified in the state of Florida and fall under the same governing board as Speech-Language Pathologists (ASHA). SLP-As can provide direct therapy to students under direct supervision of an SLP on the same school campus. An SLP-A would be placed at sites that have a minimum of a full-time SLPs assigned. This would provide an additional option to meet the IDEA requirements for students with Speech/Language related services by a Speech-Language Pathologists. SLPAs would require supervision from a SLP with their Certificate of Clinical Competency and a master's degree.

**Gap Analysis**

There are 68 allocated SLP positions for the 24-25 school year.

- 3.6 positions are currently vacant
- 1.4 positions are filled with current contractors.
- 63.0 positions are filled with School Board Appointed SLPs.

**Previous Outcomes**

Speech Language Pathology jobs are in critical shortage. Historically, SLP positions have been difficult to recruit and retain throughout the district, requiring a need to contract with outside vendors. During the 24-25 school year, the district has been unsuccessful with filling all the allocated positions despite ongoing advertising for direct hire and recruitment collaboration with Human Resource and 28 contracted vendors bids.

**Expected Outcomes**

Providing an additional option to provide service providers for supporting required speech/language services on an IEP will increase the pool of individuals and reduce the possibility of continued vacancies.

**Strategic Plan Goal**

**Recommendation**

That the new job description of Speech-Language Pathology Assistant be approved as presented.

**Contact Information**

HEATHER WASSERMAN heather.wasserman@sarasotacountyschools.net

RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

**Financial Impact**

N/A

**ATTACHMENTS:**

Description

[Speech Pathologist Information](#)

Upload Date

1/25/2024

Type

Cover Memo

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
HUMAN RESOURCES  
1960 LANDINGS BOULEVARD, SARASOTA, FL 34231  
PHONE (941) 927-9000 FAX (941) 927-4020

**JOB DESCRIPTIONS APPROVAL NEW AND REVISED**

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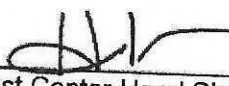
**To be completed by the Cost Center requesting a new or revised job description**

Job Description ☒ New ☐ Revised

Job Description Title Speech Language Pathologist Assistant

Cost Center 0292

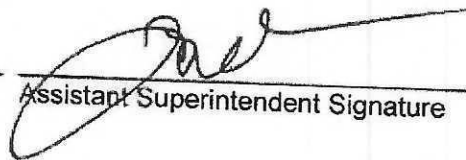
Heather Wasserman  
Cost Center Head Name (Print)

  
Cost Center Head Signature

12/19/2023  
Date

**Approvals**

Toby Davis  
Assistant Superintendent Name (Print)

  
Assistant Superintendent Signature


1/27/24  
Date

Executive Director Name (Print)

  
Executive Director Signature

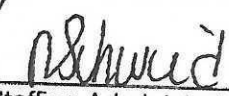
Date

Dr. Allison Foster  
HR Executive Director Name (Print)

  
HR Executive Director Signature

Date

Danielle Schwied  
HR Staffing Administrator Name (Print)

  
HR Staffing Administrator Signature

1/25/24  
Date

**TBD**

## **SCHOOL DISTRICT OF SARASOTA COUNTY**

### **JOB DESCRIPTION**

#### **SPEECH / LANGUAGE PATHOLOGIST ASSISTANT**

**SALARY SCHEDULE: SSP 13**

**COST CENTER: DISTRICT-WIDE**

**QUALIFICATIONS:**

- (1) A bachelor's degree from an accredited college or university in Speech-Pathology or Communication Disorders (or equivalent)
- AND
- (2) Speech-Language Pathology Assistant Certification through the Florida Department of Health.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

Demonstrated communication skills in the performance of job-related tasks. Evidence of ability to use technical equipment. Evidence of appropriate understanding of the nature and needs of students with disabilities.

**REPORTS TO:**

Principal/designee, ESE Director

**JOB GOAL**

The speech-language pathology assistant will assist the speech-language pathologist in the daily activities, therapy, and screening of students.

**SUPERVISES: N/A**

**PERFORMANCE RESPONSIBILITIES:**

- \*(1) Complete routine speech, language, and hearing screenings.
- \*(2) Implement planned therapy under the supervision of the speech-language pathologist.
- \*(3) Assist the speech-language pathologist in all areas of student records management.
- \*(4) Monitor student carry over in class.
- \*(5) Report changes in student performance to the speech-language pathologist.
- \*(6) Establish and maintain effective and efficient speech-language therapy record keeping procedures in collaboration with supervising speech-language pathologist.
- \*(7) Prepare and maintain clinical materials and equipment.
- \*(8) Accompany students to and from the therapy room.
- \*(9) Manage time, materials, and equipment effectively.
- \*(10) Assist with billing requirements for Medicaid under the supervision of the speech-language pathologist.
- \*(11) Recognize overt indicators of student distress or abuse and take appropriate intervention, referral or reporting action.
- \*(12) Engage in continuing improvement of professional knowledge and skills.
- \*(13) Demonstrate initiative in the performance of assigned responsibilities.
- \*(14) Follow attendance, punctuality, and proper dress rules.
- \*(15) Maintain confidentiality regarding school matters.
- \*(16) Communicate effectively with staff, students, parents, and other professionals.
- \*(17) Keep supervisor informed of potential problems or unusual events.
- \*(18) Respond to inquiries and concerns in a timely manner.

- \* (19) Follow all School Board policies, rules, and regulations.
- \* (20) Demonstrate support for the school district and its goals and priorities.
- \* (21) Perform other incidental tasks consistent with the goals and objectives of this position.
- \* (22) Other duties as assigned by the speech-language pathologist.

**PHYSICAL REQUIREMENTS:**

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**TERMS OF EMPLOYMENT:**

Salary and benefits shall be paid consistent with the district's approved compensation plan.  
Length of the work year and hours of employment shall be those established by the district.

**EVALUATION:**

Performance of this job will be evaluated in accordance with the provisions of the Board's policy on evaluation of personnel.

**Job Description Supplement No. 11**

\*Essential Performance Responsibilities