

AGREEMENT FOR REDISTRICTING SERVICES

THIS AGREEMENT FOR REDISTRICTING SERVICES (“Agreement”) is made by and between:

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
(hereinafter referred to as “**BOARD**” or in the exhibits “**School Board**” or “**school board**”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
1960 Landings Blvd., Sarasota, FL, 34231

And

KURT SPITZER & ASSOCIATES, INC.
(hereinafter referred to as “**KSA**” or in the exhibits as “**Consultants**” or “**consultants**”),
whose principal place of business is
5744 Braveheart Way
Tallahassee, FL, 32312

WHEREAS, the BOARD seeks to engage a professional firm to conduct redistricting consultant services (“**Services**”) performed as outlined in this Agreement, including Section 2.02 and 2.05, below, and its attachments to assist with evaluating the need to and redrawing political School Board member district boundaries in conformance with Florida law; and

WHEREAS, KSA is willing to provide the BOARD with the desired Services; and

WHEREAS, The BOARD and KSA desire to memorialize the terms and conditions of their agreement for the provision of such Services;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on September 19, 2023, and conclude upon the sooner of the BOARD’s determination to forgo on redistricting and the BOARD’s redistricting of School Board member district boundaries during 2023. The intent of and expectation of the BOARD and KSA is that any redistricting will occur within the statutory timeframes provided within Chapter 1001, Florida Statutes, as part of KSA’s performance of the Services as outlined herein.

2.02 **Description of Goods or Services.** KSA shall provide the services described in **Exhibit “A”** (Proposal to Provide Redistricting Services)

2.03 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;

Second: **Exhibit “A”** – Proposal to Provide Redistricting Services

2.04 **Cost of Services.** The BOARD shall pay KSA for services rendered under this Agreement at the rates and conditions presented in **Exhibit “A”**.

2.05 **Services.** KSA will provide the BOARD with Services as more fully described in **Exhibits “A”**.

2.06 **Inspection of KSA’s Records by the BOARD.** KSA shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the BOARD under this Agreement. All of KSA’s Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by the BOARD’s agents or its authorized representatives to permit the BOARD to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify, any and all invoices, billings, payments, and/or claims submitted by KSA or any of KSA’s payees pursuant to this Agreement. KSA’s Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **KSA’s Records Defined.** For the purposes of this Agreement, the term “KSA’s Records” shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, shp files, GIS applications and materials and related documents and information, videos, photographs, maps, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), correspondence change, documents related to services provided by KSA pursuant to this Agreement including Services, and any other supporting documents that would substantiate, reconcile, or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, the BOARD’s agents or authorized representatives shall have access to KSA’s Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by the BOARD to KSA pursuant to this Agreement.

- (c) Notice of Inspection. The BOARD's agents or its authorized representatives shall provide KSA reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction.
- (d) Audit Site Conditions. The BOARD's agents or its authorized representatives shall have access to KSA's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.
- (e) Failure to Permit Inspection. Failure by KSA to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by the BOARD for cause and shall be grounds for the denial of some or any and all of KSA's claims for payment by the BOARD.
- (f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to the BOARD by KSA in excess of two percent (2%) of the total billing under this Agreement, the actual cost of the BOARD's audit shall be paid by KSA. If the audit discloses billings or charges to which KSA is not contractually entitled, KSA shall pay said sum to the BOARD within thirty (30) calendar days of receipt of written demand under otherwise agreed to in writing by both parties.
- (g) Inspection of Subcontractor's Records. KSA shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by KSA to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by the BOARD for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by the BOARD to KSA pursuant to this Agreement and such excluded costs shall become the liability of KSA.
- (h) Inspector General Audits. KSA shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 **Notices.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To the BOARD: Mrs. Bridget Ziegler, Board Chair
 The School Board of Sarasota County, Florida
 1960 Landings Blvd.
 Sarasota, Florida 34231

With a Copy to: Mr. Patrick Duggan, Esq., Legal Counsel for the BOARD
Shumaker, Loop & Kendrick, LLP
240 S. Pineapple Avenue, 10th Floor
Sarasota, Florida 34236

To KSA: Kurt Spitzer & Associates, Inc.
5744 Braveheart Way
Tallahassee, FL 32312

2.08 Background Screening. KSA shall comply with all requirements of Chapter 1012, Florida Statutes, including Sections 1012.32, 1012.465, 1012.467, and 1012.468, and all of its personnel who: (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes, and meet the standards established by the statutes. This background screening will be conducted by the BOARD in advance of KSA or its personnel providing any services under the conditions described in the previous sentence. KSA shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to KSA and its personnel. The parties agree that the failure of KSA to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the BOARD to terminate immediately with no further responsibilities or duties to perform under this Agreement. KSA agrees to indemnify and hold harmless the BOARD, its officers, Board members, attorneys, students, vendors, and employees from any liability in the form of physical or mental injury, death, or property damage resulting from KSA's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes.

2.09 Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. KSA shall keep and maintain public records required by the BOARD to perform the services required under this Agreement. Upon request from the BOARD's custodian of public records, KSA shall provide the BOARD with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. KSA shall 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 Agreement's term, and following completion of the Agreement if KSA does not transfer the public records to the BOARD.

Upon completion of the Agreement, KSA shall transfer, at no cost, to the BOARD all public records in the possession of KSA or keep and maintain public records required by the BOARD to perform the services required under the Agreement. If KSA transfers all public records to the BOARD upon completion of the Agreement, KSA shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If KSA keeps and maintains public records upon completion of the Agreement, KSA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BOARD, upon request from the BOARD's custodian of public records, in a format that is compatible with the BOARD's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE DISTRICT RECORDS CUSTODIAN AT 101 OLD VENICE ROAD, OSPREY, FL, 34229, (941)486-2166.

2.10 **KSA's Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. KSA agrees to indemnify, hold harmless, and defend the BOARD, its agents, servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the BOARD, its agents, servants, Board members, students, vendors, attorneys, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by KSA, its agents, servants or employees; the equipment of KSA, its agents, servants, or employees while such equipment is on premises owned or controlled by the BOARD, or the willful or negligent acts or omissions of KSA or the willful or negligent acts or omissions of KSA's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the BOARD's property, and injury or death of any person whether employed by KSA, the BOARD, or otherwise.

2.11 **Insurance Requirements.** KSA shall comply with the following insurance requirements throughout the term of this Agreement:

- (a) **General Liability.** KSA shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- (b) **Professional Liability/Errors & Omissions.** KSA shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per claim covering services provided under this Agreement.
- (c) **Workers' Compensation.** KSA shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- (d) **Auto Liability.** KSA shall maintain Owned, Non-Owned, and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

- (e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- (f) Verification of Coverage. Proof of the required insurance must be furnished by KSA to the BOARD's Risk Management Department by Certificate of Insurance within fifteen (15) business days of the date of this Agreement. All certificates (and any required documents) must be received and approved by the BOARD's Risk Management Department before any work commences to permit KSA to remedy any deficiencies. KSA must verify its account information and provide contact details for its Insurance Agent.
- (g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:
 - 1) The BOARD, its members, Board members, students, officers, employees, attorneys, and agents are added as additional insured.
 - 2) All liability policies are primary of all other valid and collectable coverage maintained by the BOARD.
 - 3) Certificate Holder: The School Board of Sarasota County, Florida.
- (g) Cancellation of Insurance. KSA is prohibited from providing services under this Agreement with the BOARD without the minimum required insurance coverage and must notify the BOARD within two (2) business days if required insurance is cancelled.
- (i) The BOARD reserves the right to review, reject, or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.12 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, military or veteran status, gender identity, marital status, national origin, religion, genetic information, sex, sexual orientation, or other protected classification under state or federal law in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.

2.13 **Travel**. All reimbursable travel, lodging, and related expenses shall comply with BOARD policies and procedures.

2.14 **E-Verify**. Pursuant to Florida Statute 448.095, KSA and any vendor utilized by KSA shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. KSA hereby represents and warrants, as required by Florida Statute 448.095(2)(b)(1) that it does not employ, contract with, or subcontract with unauthorized aliens. Additionally, upon request, KSA shall submit an affidavit to the BOARD stating such.

2.15 **Annual Appropriation.** The performance and obligations of the BOARD under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the BOARD does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the BOARD at the end of the period for which funds have been allocated. The BOARD shall notify KSA at the earliest possible time before such termination. No penalty shall accrue to the BOARD in the event this provision is exercised, and the BOARD shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.16 **Excess Funds.** Any party receiving funds paid by the BOARD under this Agreement agrees to promptly notify the BOARD of any funds erroneously received from the BOARD upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the BOARD.

2.17 **Incorporation by Reference.** Exhibits “A”, “B”, “C”, and “D” attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** KSA shall at all times be acting in the capacity of independent contractor, and not as an officer, employee, or agent of the BOARD. Neither KSA nor its respective agents, employees, vendors, subcontractors, or assignees shall represent to others that it has the authority to bind the BOARD unless specifically authorized in writing to do so. No right to the BOARD retirement, leave benefits, or any other benefits of BOARD employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. The BOARD shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for KSA or KSA’s officers, employees, vendors, agents, subcontractors, or assignees.

3.04 **Default.** The parties agree that in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default.

However, in the event said default cannot be cured within said thirty (30) calendar day period, and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party, of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by the BOARD during the term hereof upon written notice to KSA of its desire to terminate this Agreement. In the event of such termination, the BOARD shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. The BOARD shall have no liability for any property left on the BOARD's property by any party to this Agreement after the termination of this Agreement. KSA agrees that any of its property placed upon the BOARD's facilities or property pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement, and that any such property remaining upon the BOARD's facilities or property after that time shall be deemed to be abandoned, title to such property shall pass to the BOARD, and the BOARD may use or dispose of such property as the BOARD deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state, and local laws, BOARD policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of the BOARD under the terms of this Agreement are reasonably susceptible of being performed in Sarasota County, Florida and shall be payable and performable in Sarasota County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Twelfth Judicial Circuit of Sarasota County, Florida or to the jurisdiction of the United States District Court for the Middle District of Florida. Each party agrees and admits that the state courts of the Twelfth Judicial Circuit of Sarasota County, Florida or the United States District Court for the Middle District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by either party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the BOARD.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement, and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse the BOARD, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.18 **Agreement Administration.** The BOARD has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.19 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.20 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.21 **Certification Regarding Scrutinized Activities.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents (\$1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by KSA that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. KSA further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. KSA acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. KSA further understands that any Agreement with the BOARD for goods or services of any amount may be terminated at the BOARD's option if KSA (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at the BOARD's option if KSA is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

(SIGNATURE PAGE TO FOLLOW)

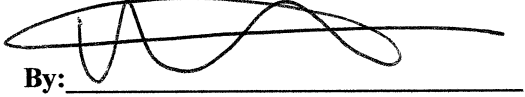
IN WITNESS THEREOF, the Parties hereto acknowledge, understand and agree to this Agreement and intend to be bound by all of the clauses contained in this document.

“KSA”

“THE BOARD”

KURT SPITZER & ASSOCIATES INC.

THE SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA

By: 

By: _____

Printed Name: KURT SPITZER

Bridget Ziegler

Its: PRESIDENT

Board Chair

Date: 9-12-23

Date: _____