Agenda

June 23, 2026
School Board of Manatee County
Regular Board Meeting - 5:30 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

---

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF THE AGENDA

1. Approval of the Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

1. Approval of the Minutes of the May 12, 2026, Meeting and Meeting of the Leasing Corporation, May 26, 2026 Workshop and June 9, 2026 School Board Meeting Minutes - updated 6/18/2026

7. STUDENT CELEBRATIONS

1. Lakewood Ranch High School student wins America250FL Essay Contest

8. PUBLIC COMMENTS (UP TO 30 MINUTES)

Public comment is not an open forum to discuss matters unrelated to education, to support or oppose candidates for public office, or to engage in commercial speech attempting to sell a service or product to the School Board or public. Also, public comment is not a forum to attack individual school system employees or Board Members. Any such complaints should be submitted in writing to the Superintendent for appropriate handling. Finally, this is not a forum for addressing issues involving individual students. Because of privacy concerns, such issues should be submitted in writing to the Superintendent for appropriate handling. Each speaker is allowed three minutes to address the Board. Speakers must stand at the podium and not approach the dais.

This is a business meeting of the School Board and the public expects that we conduct it in an orderly, efficient, effective and dignified manner. We request that speakers keep this in mind when making your comments. We also request that the audience keep that in mind and not demonstrate approval or disapproval of what a speaker has said by clapping or booing. The Board appreciates the public's input and will listen attentively, consider each comment, and usually will not respond,

enter into debate, or answer questions during comments on agenda items or during the public comments section.

PUBLIC INPUT INSTRUCTIONS:
1. Before you begin speaking, please provide any handouts to the Agency Clerk.
2. Please identify yourself only by your full name for the record.
3. You have no more than three minutes to speak. Please stop speaking when the bell rings.
4. Florida Law requires all citizens to conduct themselves in an orderly fashion at public meetings.
5. **WARNING:** Any individual who interferes with the expeditious or orderly process of a School Board meeting, will be subject to removal from the meeting pursuant to Section 1001.372(3) Florida Statutes at the discretion of the Chair. Orderly fashion is deemed as, at a minimum (1) no profanity (2) no vulgar language (3) no discourteous, disrespectful, or disparaging conduct.

9. CONSENT ITEMS

All matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired by a Board Member, that item will be removed from the Consent Agenda and will be considered later in the agenda.

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)

2. Approval of Memorandum of Understanding between New College of Florida and School District of Manatee County for Teacher Intern Program 2026-2029 (No Financial Impact)

3. Approval to Renew the Memorandums of Understanding Between the School District of Manatee County and Suncoast Workforce Board, Inc. dba CareerSource Suncoast for Workforce Development Partnership Services for the 2026 - 2029 School Years (No Financial Impact)

4. Approval of the Renewal Agreement Between the School Board of Manatee County and YMCA of Southwest Florida Inc., to Provide Before-School and/or After-School Programs for Middle School Students During the 2026-2027 School Year (No Financial Impact)

5. Approval of the Renewal Agreement Between the School District of Manatee County and Manatee Memorial Hospital, Limited Partnership dba Lakewood Ranch Medical Center and Manatee Memorial Hospital for Clinical Experience for Manatee Technical College (MTC) Health Science Programs for the 2026-2029 School Years (No Financial Impact)

6. Approval of the Renewal Agreement Between the School District of Manatee County and Advanced Dental Cosmetic Center, P.A. for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)

7. Approval of the Renewal Agreement Between the School District of Manatee County and the Board of County Commissioners of Charlotte County, Florida for Clinical Experience for Manatee Technical College (MTC) Paramedic Students for the 2026-2029 School Years (No Financial Impact)

8. Approval of the Farmworker Career Development Program Amendment 2 to Adjust Recruitment Goals as Requested by the State Office for the 2025-2026 School Year (No Financial Impact)

9. Approval of the Request for Proposal on Lawn Maintenance and Landscaping Services, SDMC No. 27-0027-TM, Estimated in the Amount of $600,000.00 Annually (Multiple

Funding Sources)

10. Approval of the Proposal on Food Service Sanitation System, SDMC No. 27-0019-KD, Estimated in the Amount of $250,000.00 Annually (Food Service Fund) - updated 6/18/2026
11. Approval of the Use of the Interlocal Purchasing Agreement (TIPS) Technology Solutions, Products, and Services #260105, SDMC No. 27-0038-BS Estimated in the Amount of $175,000.00 Annually (Multiple Funding Sources)
12. Approval of the Use of the Interlocal Purchasing Agreement (TIPS) Academic and Educational Goods and Services #240804, SDMC No. 27-0044-BS Estimated in the Amount of $350,000.00 Annually (Multiple Funding Sources)
13. Approval to Purchase the Renewal for Student Accident Insurance, SDMC No. 27-0041-KD, Estimated in the Amount of $275,000.00 (Multiple Funding Sources)
14. Approval to Purchase Property and Liability Insurance Coverage Renewal, SDMC No. 27-0042-KD, Estimated in the amount of $5,741,575.97 (General Fund)
15. Approval to Purchase Advertising and Publication Services, SDMC No. 27-0039-KD, Estimated in the Amount of $300,000.00 (Multiple Funding Sources)
16. Approval to Purchase Legal Services, SDMC No. 27-0043-KD, Estimated in the Amount of $395,000.00 (General Fund)
17. Approval to Purchase Theater Stage Lighting and Controls, SDMC No. 27-0014-MR, Estimated in the Amount of $1,500,000.00 (Capital Funds)
18. Approval of the Manatee High School Building 15 Agreement Between Owner and Fawley Bryant Architecture in the Amount of $542,187.44 (Capital Funds)
19. Approval of Rangeland High School Amendment 3 Auditorium Agreement Between Owner and Schenkel & Shultz Inc. in the Amount of $86,000.00 (Capital Funds)
20. Approval of Rangeland High School Classroom Building 6 Agreement between Owner and Bureau Veritas Amendment 1 Additional Building Official Services in the Amount of $132,000.00 (Capital Funds)
21. Approval of Rye Ranch Elementary School Amendment 3 Agreement Between Owner and Skanska USA Building LLC, Revising the Substantial Completion Date to August 2, 2026 (No Financial Impact)
22. Approval of Annie Lucy Williams Elementary School Classroom Addition Change Order 3 Final Agreement Between Owner and Gilbane Building Company, Decrease in the Amount of $558,571.17 (Capital Funds)
23. Approval of Matzke Radio Tower Change Order 1 Final Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors, Inc., Decrease in the Amount of $35,973.10 (Capital Funds)
24. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater than $5,000.00 (Possible Incoming Funds to General Fund and Special Revenue-Food Service Fund)
25. Approval to Accept Donation of Fanuc CR-15iA Collaborative Robot for Manatee Technical College (Incoming Donation)
26. Approval to Purchase School Resource Officer (SRO) Services through The City of Holmes Beach, SDMC No. 27-0045-KD, Estimated in the Amount of $120,651.67 Annually (Multiple Funding Sources)
27. Approval to Purchase School Resource Officer (SRO) Services through The City of

Bradenton, SDMC No. 27-0046-KD, Estimated in the Amount of $348,050.23 Annually (Multiple Funding Sources)

28. Approval to Purchase School Resource Officer (SRO) Services through The City of Palmetto, SDMC No. 27-0047-KD, Estimated in the Amount of $179,280.67 Annually (Multiple Funding Sources)

29. Approval to Renew School Resource Officer (SRO) Services through The Manatee County Sheriff's Office, SDMC No. 25-0049-RG, Estimated in the Amount of $2,064,585.10 (Multiple Funding Sources)

30. Approval to Purchase Health Insurance Trust Services through Florida Educator Health Trust (FLEHT), SDMC No. 26-0120-KD, Estimated in the Amount of $575,250.00 through December 31, 2026 (Health Insurance Fund)

31. Approval of the Sole Source to Purchase Variable Frequency Drives, SDMC No. 27-0016-MR, Estimated in the amount of $200,000.00 Annually (Capital Fund)

32. Approval of Bayshore High School Columns Agreement Between Owner and Reno Building, LLC Amendment 1 in the Amount of $494,372.29 (Capital Funds)

33. Approval to Apply, Accept and Expend the State of Florida, Department of Health State Funds in the Amount of $221,058.00 (Incoming State Funds)

34. Veterans Elementary School Utility Right of Way and Encroachment Agreement (No Financial Impact)

35. Approval of Athletic Fees of $400.00 per Sport/Activity for Non-Traditional Students Participating in Manatee County Schools Athletics (Incoming Funds to Support Individual School Athletics)

36. Approval to Purchase Align Consulting Services, SDMC No. 27-0052 KM, Estimated in the amount of $168,500.00 (Multiple Funding Sources)

10. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

11. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

12. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval to Advertise Naming of the Courts in the Park Adjacent to Martha B. King Middle School

13. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of the Superintendent Evaluation as Provided by the School Board

14. CONTINUED PUBLIC COMMENT (IF NECESSARY)

15. INFORMATION ONLY (No Board Action Required)

16. UPDATES
A. INSTRUCTION UPDATE
B. OPERATIONS UPDATE
C. LEGAL UPDATE

17. SUPERINTENDENT REMARKS

18. BOARD COMMENTS

19. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Agenda Amendments - *added after publishing*

Executive Summary
The Chair finds good cause to amend the agenda to include:

Agenda amended Thursday June 18, 2026, to **update** Approval of Minutes item *Approval of the Minutes of the May 12, 2026, Meeting and Meeting of the Leasing Corporation, May 26, 2026 Workshop and June 9, 2026 School Board Meeting Minutes*.

Agenda amended Thursday June 18, 2026, to **update** Executive Summary **of** Consent Item *Approval of the Proposal on Food Service Sanitation System, SDMC No. 27-0019-KD, Estimated in the Amount of $250,000.00 Annually (Food Service Fund).*

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
.

Financial Impact
.

Contact
Submitting Department: School Board

AGENDA ITEM NO. 6.1

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Minutes of the May 12, 2026, Meeting and Meeting of the Leasing Corporation, May 26, 2026 Workshop and June 9, 2026 School Board Meeting Minutes - updated 6/18/2026

Executive Summary
Approval of the Minutes of the May 12, 2026, Meeting and Meeting of the Leasing Corporation, May 26, 2026 Workshop and June 9, 2026 School Board Meeting Minutes.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent approves of the Minutes of the May 12, 2026, Meeting and Meeting of the Leasing Corporation, May 26, 2026 Workshop and June 9, 2026 School Board Meeting Minutes.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
May 12, 2026 - Meeting Minutes
May 26, 2026 Workshop Minutes
June 9, 2026 Board Meeting Minutes - added 6/18/2026

Minutes
May 12, 2026
School Board Meeting 5:30 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Dr. Laurie Breslin, Superintendent Derek Jensen, Deputy Superintendent of Instructional Services Rachel Sellers, Deputy Superintendent of Business Services Willie Clark, Deputy Superintendent of Operations Kevin Chapman, Associate Superintendent Cindy Spray, Chair Richard Tatem, Vice-Chair Heather Felton, Board Member Charles Kennedy, Board Member Chad Choate, Board Member Stephen Dye, Board Attorney	Present

Chair Spray called the Meeting to order at 5:30 PM.

2) READING OF THE DISTRICT VISION

The District Vision was read by Board Member Kennedy.

3) INVOCATION

Board Member Kennedy led a Moment of Silence.

4) VETERAN LED PLEDGE OF ALLEGIANCE

4.1 Veteran Led Pledge of Allegiance

Superintendent Breslin introduced Army Veteran Shelly Shomper to lead the district in the Pledge of Allegiance and presented them with a United States flag that was flown over the US Capital.

5) APPROVAL OF THE AGENDA

5.1 Motion to Approve the Agenda as Amended

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

The Chair finds good cause to amend the agenda to include:

Agenda amended Friday May 8, 2026, to **update** Reports and Presentation attachment *Food and Nutrition Services Department Update.*

Agenda amended Friday May 8, 2026, to **add** attachment **to** Reports and Presentation item *Class of 2026 Senior Stats and Accolades.*

Agenda amended Friday May 8, 2026, to **add** attachment April 14, 2026, *Workshop Minutes* **to** Approval of the Minutes item.

6) APPROVAL OF THE MINUTES

6.1 Approval of April 7, 2026, School Board Meeting, April 14, 2026, Special School Board Meeting, and April 14, 2026, Board Workshop

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Heather Felton
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

7) STUDENT CELEBRATIONS / RECOGNITIONS

7.1 30 Year Recognition of School District Employees

Ms. Jamie Carson, Director of Communications, introduced Mr. Omar Edwards, Associate Director of Strategic Planning, who provided congratulatory presentations to the following employees with more than 30 years of service:

Loretha Armstrong, 40 Years Service, Elizabeth Ranken, 30 Years Service, Tracy Swart, 30 Years Service, and Andrew Gugliemini Jr. with 30 Years of Service.

The Board Members thanked each employee for their long tenure and hard work for the district.

7.2 School District of Manatee County Recognized by the Sunshine State School Public Relations Association (SUNSPRA)

Ms. Jamie Carson, Director of Communications, presented the board with the esteemed Sunshine State School Public Relations Association (SUNSPRA) award, offering a concise overview of the award's pathway at the state level. Ms. Carson noted that Ms. Lisa Taylor, Community Outreach and Special Events Specialist, submitted an entry among 80 statewide candidates and was selected as the recipient. The award recognized the innovative STEM-CHOICE Showcase conducted earlier this year. The school choice campaign was overseen by Jamara Clark, who introduced his team members: Alicia Carrillo, Liliana Sandelis, and Maria Davies.

7.3 School Board Vice-Chair Richard Tatem Recognized by Florida School Board Association

Ms. Jamie Carson, Director of Communications, introduced Vice-Chair Tatem who was recognized by the Florida School Board Association with the distinction of 2025 Distinguished Leader.

7.4 School Board Member Heather Felton Recognized by Florida School Board Association

Ms. Jamie Carson, Director of Communications, presented Board Member Felton, the Florida School Board Association's Certified Board Member Award plaque. The award is presented to Board Members who have completed 96 hours or more of specified training, including, but not limited to, school finance, policy, and district / collective bargaining.

8) PUBLIC COMMENT

9) REPORTS AND PRESENTATIONS

9.1 Food and Nutrition Services Department Update
Ms. Regina Thoma, Executive Director of School Support Services, and Ms. Skye Grundy, Supervisor of Student Nutrition, provided a presentation regarding the Food and Nutrition Services Department. Included in their presentation were the following topics:

Food and Nutrition Services Update

- Department Overview including the introduction of 15 district personnel
- Funding
- Programs
- Meals Served
- Staff
- USDA Commodity Foods Program
- Nutrition Regulations Update
- New Dietary Guidelines for All Americans
- Farm to School Program
- School Garden and School Support
- Summer Meals Program
- New and Next

The Board asked questions and held discussions throughout the presentation and thanked the team for their hard work and the ability to work within requirements of the federally funded programs. Board members praised the educational programs within the schools that included students and noted excitement regarding the upcoming summer meals program.

9.2 Class of 2026 Senior Stats and Accolades

Ms. Sharon Scarbrough, Executive Director of High Schools, and Mr. Evan McCarthy, Director of Assessment, provided a presentation regarding the Senior Class of 2026. Included in the presentation were the following:

Class of 2026 Senior Stats and Accolades
Most popular names
States and Countries of Birth
Students Languages
Fun Statistics of the Graduating Seniors
Graduation Schedule – Spring 2026

The Board asked questions and held discussion throughout the presentation.

10) MEETING OF THE LEASING CORPORATION

Chair Spray closed the regular meeting of the School Board, and called to order the Meeting of the Manatee Leasing Corporation at 6:53 PM and read the following statement:

"Under the Articles of Incorporation for the Manatee School Board Leasing Corporation, the members of the not-for-profit corporation are the members of the School Board. The Articles of Incorporation provide that the Board of Directors, unless changed by the membership, are the members of the School Board. The officers are the President, Vice-President, and Secretary/Treasurer. The Articles also provide that the Chair of the School Board is the President, the Vice-Chair is the Vice-President, and the Secretary/Treasurer is the Secretary of the School Board, which is the Superintendent."

10.1 Approval of Consent and Joinder by Manatee School Board Leasing Corporation for Permanent Utilities Easement Veterans Elementary School

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

The Board held discussion regarding the item and voted.

President Spray closed the meeting of the Manatee Leasing Corporation and reconvened the Regular School Board Meeting at 6:57 PM.

11) CONSENT ITEMS

11.1 Motion to Approve the Consent Agenda as Amended

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

1. **Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)**

2. **Final Order of Dismissal (Non-Renewal) SBMC Case No. 26-0001**

3. **Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)**

4. **Approval to Apply, Accept and Expend Amendment 2 of the Title I, Part D - Neglected & Delinquent Youth Grant in the Amount of $16,120.90 (Federal Grant Funds)**

5. **Approval to Apply, Accept, and Expend the Amendment 1 for the Title II, Part A, Supporting Effective Instruction Grant for the 2025-2026 School Year in the Amount of $1,762,629.87 (Federal Grant Funds)**

6. **Approval of the Renewal Agreement Between the School District of Manatee County and Glori Enzor, DDS,PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)**

7. **Approval of the Renewal Agreement Between the School District of Manatee County and Plymouth Harbor Incorporated for Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2026-2029 School Years (No Financial Impact)**

8. **Approval of the Clinical Experience Renewal Agreements for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)**

9. **Approval of the New Agreements Between the School District of Manatee County and O'Brien Smiles and Venetian Dental for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)**

10. **Approval of the New Agreement Between the School District of Manatee County and Sarasota Arthritis Center for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2026-2029 School Years (No Financial Impact)**

11. **Approval to Apply, Accept and Expend the Voluntary Prekindergarten (VPK) Summer Bridge Program in the Amount of $58,416.66 (Incoming State Grant Funds)**

12. **Approval of the Renewal Memorandum of Agreement with Tampa Bay Area Regional Career Pathways Consortium 2026-2030 School Years (No Financial Impact)**

13. **Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2026-2027 School Year (No Net Financial Impact)**

14. **Request for Approval of Assignment of Charter Contract from North River Charter Academy, Inc. to Parrish Charter Academy, Inc., Resulting in Both Charter Contracts Supervised by the Same Governing Board (No Financial Impact)**

15. **Approval of the Bid for Custodial Equipment, Parts and Repair Services, SDMC No. 27-0006-MR, Estimated in the Amount of $350,000.00 Annually (Multiple Funding Sources)**

16. **Approval of the Use of the Hendry County School District Bid on Relocatable Classrooms and Multipurpose Buildings, SDMC No. 26-0114-MR, Estimated in the Amount of $550,000.00 Annually (Capital Fund)**

17. **Approval to Use the Sourcewell Proposal on Vehicle Lifts with Garage and Fleet Maintenance Equipment RFP# 121223, SDMC No. 25-0110-KD Estimated in the Amount of $400,000.00 Annually (Multiple Funding Sources)**

18. **Approval of the Bid on General Trade Labor Services and Repairs, SDMC No. 26-0117-MR, Estimated in the Amount of $200,000.00 Annually (Capital Fund)**

19. **Approval of the Bid on Technology Equipment, Software, and Services - Catalog Discount, SDMC No. 26-0107-KD, Estimated in the Amount of $5,000,000.00 Annually (Multiple Funding Sources)**

20. **Approval of the Bid for Fuel and Diesel Exhaust Fluid Bulk and Delivery Services, SDMC No. 26-0110-TM, Estimated in the Amount of $2,000,000.00 Annually (Multiple Funding Sources)**

21. **Approval of the Use of the Interlocal Purchasing Agreement (TIPS) for Academic and Educational Goods and Services #250802, SDMC No. 27-0015-BS Estimated in the Amount of $475,000.00 Annually (Multiple Funding Sources)**

22. **Approval of Sole Source to Purchase BadgePass ID Card Machines, Supplies, Software/Subscription Licensing, and Services, SDMC No. 27-0012-KD, Estimated in the Amount of $225,000.00 Annually (Multiple Funding Sources)**

23. **Approval to Purchase CENTEGIX Crisis Alert and Contact Alert Products and Services, SDMC No. 27-0018-KD, Estimated in the Amount of $375,000.00 Annually (Multiple Funding Sources)**

24. **Approval to Purchase PowerSchool Subscriptions to Include Schoology Enterprise, Applicant Tracking System and Professional Learning System, SDMC No. 27-0020-BS, Estimated in the Amount of $490,000.00 Annually (Multiple Funding Sources)**

25. **Approval to Accept Funds and Renew the Letter of Agreement Between the District School Board of Putnam County on Behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2026, through June 30, 2027, Not to Exceed $133,000.00 (Incoming NEFEC Reimbursement Funds)**

26. **Approval of Bayshore High School Exterior Column Repairs, Pre-Construction Agreement Between Owner and Reno Building LLC, in the Amount of $174,503.00 (Capital Funds)**

27. **Approval of Barbara Harvey K-8 at North River Ranch Addition Agreement Between Owner and Willis Smith Construction Amendment 3 in the Amount of $14,644,809.00 (Capital Funds)**

28. **Approval of Lake Manatee K-8 Building #2 Classroom Addition Amendment 4 Agreement Between Owner and NDC Construction Company Amended Completion Dates (No Financial Impact)**

29. **Approval of Oneco Elementary School Addition and Renovation Substantial Completion and Certificate of Completion Building 4 (No Financial Impact)**

30. **Approval of Oneco Elementary School Addition and Renovation Substantial Completion Building 9 and 10 Certificate of Occupancy Building 9 and Certificate of Completion Building 10 (No Financial Impact)**

31. **Approval of Rangeland High School Agreement Between Owner and Gilbane Building Company Amendment 2 Increase to the Guaranteed Maximum Price, in the Amount of $20,124,304.62 (Capital Funds)**

32. **Approval of Rangeland High School Agreement Between Owner and Affiliated Engineers SE Inc. (AEI), for Professional Engineering Commissioning Services in the Amount of $158,480.00 (Capital Funds)**

33. **Approval of Student Meal Price Increase for the School Year 2026-2027 (Food Services Fund)**

34. **Veterans Elementary School - Permanent Utilities Easement and Affidavit of Ownership and Encumbrances (No Financial Impact)**

35. Approval of School Start Times for the 2026-2027 School Year and Submission of the School Start Time Compliance Report Form (SST-1) to the Florida Department of Education (No Financial Impact)

36. Approval of the Bid for Brokerage Services for Aviation Training Curriculum, Equipment, and Program Support, SDMC No. 27-0017-BS, Estimated in the Amount of $900,000.00 (State Appropriation)

37. Approval of Amendment 1 to the Interlocal Agreement with Manatee County for Joint Use of Portions of Martha B. King Middle School Site (No Financial Impact)

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) NEW BUSINESS (NON-CONSENT)

14.1 Motion to Approve the Budget Amendments for March 2026

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Chad Choate
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the budget amendments from March 2026.

14.2 Motion to approve Membership to Join Florida Educator Health Trust (FLEHT)

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Heather Felton
SECONDER:	Chada Choate
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

Board Members asked questions and held discussions. After Board Member Felton requested clarification regarding the cost of membership and proposed, information was provided by both Dr. Britton and Dr. Breslin. Dr. Britton noted that any changes to benefits and enrollment costs would not begin until next calendar year after the next open enrollment period.

After discussion, Board Members clarified the vote on the floor would approve the district to apply to FLEHT. The Health Insurance Fund committee will meet soon and should come back to the Board in June or July for the recommendation and additional information.

15) NEW BUSINESS (NO SUPERINTENDENT RECOMENDATION)

15.1 Naming Nomination for R. Dan Nolan Middle School Cafetorium – *Jeffers Dining Hall*

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Chad Choate, Heather Felton, Charles Kennedy, Cindy Spray, Richard Tatem

At the request of Board Member Felton, Superintendent Breslin provided the timeline of the request to name the cafetorium after founding staff member Mr. Scott Jeffers. Nolan Middle School Assistant Principal Gage provided additional information regarding the school request. The Board moved to vote.

15) ADDITIONAL PUBLIC COMMENT

16) INFORMATION ONLY (No Board Action Required)

16.1. Year-to-Date Financial Statements Through March 31, 2026

16.2. Year-to-Date Charter School Financial Statements Summary Through March 31, 2026

17) UPDATES

INSTRUCTION UPDATE
Mr. Derek Jensen, Deputy Superintendent of Instructional Services, updated the Board on the following:
- School Updates – Track and Field and Weightlifting State Champions
- Exam and state testing updates
- Elementary VEX Worlds Competition results
- Leadership Development Program recognitions

OPERATIONS UPDATE
Mr. Willie Clark, Deputy Superintendent of Operations, updated the board on the following:
- Human Resources / recent and upcoming operations job fairs
- Food and Nutrition Services
- School construction
- Technology upgrades at multiple schools to include transportation and training

LEGAL UPDATE
Mr. Dye, Board Attorney, noted he would be assisting the District staff until a new general counsel is hired and noted the parcels in Myakka will be closing in the very short future.

18) SUPERINTENDENT REMARKS
Superintendent Breslin provided the following update to the Board:
- Upcoming graduation ceremonies
- Noted excitement for testing to show the progress the students have made this year
- Thanked Board for approval of Consent agenda

19) BOARD COMMENTS
Board Member Kennedy
- Expressed appreciation to the staff and Superintendent for the meeting
- Noted excitement for upcoming graduations

Board Member Felton
- Updated Board regarding recent and upcoming district visits
- Noted excitement for upcoming graduation ceremonies

Board Member Choate
- Expressed appreciation to the staff for organizing student celebrations
- Recognized the 30 and 40-year employees and thanked them for their services
- Thanked district teachers and noted teacher appreciation week

Chair Spray
- Thanked district for an impressive JROTC Graduation
- Provided update regarding recent visits and events in the district
- Expressed gratitude to staff for production of the meeting

Vice-Chair Tatem
- Provided brief lecture regarding purpose, as well as dignity in leadership

20) ADJOURNMENT
There being no further business to come before the Board, Chair Spray adjourned the Meeting at 7:57 PM.

_____
Cindy Spray
Chairman

NOTICE
Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above-mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based. School Board meetings are held in accessible locations. Auxiliary aids will be provided, upon written request received at least 48 hours prior to the meeting, to participants with disabilities.

Minutes
May 26, 2026
Workshop - 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Dr. Laurie Breslin, Superintendent	Present
Willie Clark, Deputy Superintendent of Operations	
Derek Jensen, Deputy Superintendent of Instructional Services	
Rachel Sellers, Deputy Superintendent of Business Services	
Kevin Chapman, Associate Superintendent	
Cindy Spray, Chairman	
Richard Tatem, Vice-Chairman	
Heather Felton, Board Member	
Charles Kennedy, Board Member	
Chad Choate, Board Member	
Stephen Dye, Board Attorney	

Chair Spray called the Workshop to order at 10:00 AM.

2) AGENDA AMENDMENTS

The Chair has found good cause to amend the agenda to include the following:

Agenda amended Friday, May 22, 2026, to **add** workshop attachment *Strategic Planning School Board Session* **to** Workshop item New Strategic Plan Presentation and Discussion.

3) PUBLIC COMMENTS

4) WORKSHOP

4.1. Citizen Financial Audit Committee Update

Mr. James Daniel, Audit Committee Chairman, provided information to the Board regarding the following topics:

- CFAC Chairman for the 2026-2027 Year
- Audit Reports expected from RSM
    - Payroll
    - Maintenance Work Orders
- Discussion of Post Audit Reviews
    - Carry Over from CRI
    - Down to 5 open items

- Two motions recommended to the School Board

During the presentation, Mr. Daniel reported that at the last Audit Committee Meeting, two motions were recommended to the School Board. However, following discussions with district staff, Mr. Daniel advised that these motions should be postponed until the transition between the CRI and new auditors is complete and after a follow-up meeting with the Superintendent, Deputy Superintendent Sellers, and RSM. The goal of this meeting will be to design Post Audit procedures and present new motions to the Board in July.

Mr. Daniel stated the Audit Committee will discuss the Post Audit review items at length during the next meeting in July. Additional information was provided by Superintendent Breslin and Ms. Rachel Sellers, Deputy Superintendent of Business Services, regarding the open items that were established by CRI as well as the plan to close the items.

Mr. Kennedy extended an invitation to the Board members to the next CFAC meeting which is scheduled for the second Thursday in July.

4.2 Foster Care Summit Presentation

Superintendent Breslin provided an introduction of the presenters and thanked them for the following presentation regarding the recent Foster Care Summit. Ms. Latrina Singleton, Director of Federal Programs and Grants, Ms. Susan Goodhue, District Foster Care Liaison, and Mr. Jeramiah Bowman, Manatee Education Foundation, presented the following information at the county Foster Care Summit held xxxxxx. After a request by Board Members, the information was brought to the district for public presentation. Included were the following topics:

Fostering Excellence – Foster Youth Stakeholder Summit

- Strength in Partnerships
    - Mandate
    - MEF
    - United Way
- Three Year Program – Supporting Transition
- Legislation
    - Foster Care Liaison
- Where we are Today
- Foster Care Enrollment Procedures
- SDMC Priorities / Resources

The Board asked questions and held discussion regarding all above topics throughout the presentation. After a question from Board Member Felton, information regarding points of contact at each school was provided by Ms. Goodhue.

4.3. Artificial Intelligence (AI) and Technology Based Instructional Programs Update

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, and Mr. Scott Hansen, Chief Technology Officer, presented the following update to the Board:

Artificial Intelligence (AI) & District Supported Online Learning Platforms

- Policies
- Security Awareness / AI Training
- AI District Ecosystems
- Innovating on a Secure Foundation
- Global Adoption of AI
- Smart Technology
- Future of K-12 AI

- Selective Cohort Shaping Florida's K-12 AI Future
- Designing a Unified AI Ecosystem
- A Strategic Partnership
- SPARK Timeline

District-Supported Online Learning Platforms
2025-2026 Elementary District – Supported Online Learning
2025-2026 Secondary District – Supported Online Learning
2025-2026 ESOL/ESE District - Supported Online Learning

The Board engaged in discussions and posed questions during the presentation. The conversation addressed topics of establishing guardrails for incorporating AI within the school district. During the meeting, Board members requested information about how AI could be integrated into the daily operations of schools, while maintaining ethical standards and ensuring student privacy, questions regarding potential risks, such as data security, and explored strategies to mitigate these challenges. Additionally, the Board considered the importance of providing professional development for educators to effectively utilize AI tools and discussed ways to communicate transparently with parents and stakeholders about new technology initiatives.

Board Member Felton requested information regarding policies and standard operating procedures; information regarding the topic was provided by Mr. Hansen, who stated that the key to lasting district policy, was to broaden the policy and not have to update every time new technology comes to pass.

The Superintendent noted the importance of the teacher's discretion of what AI tools are incorporated into their classrooms. Mr. Jensen stated that quality tools in the hands of excellent teachers will further the district's success.

Board Member Felton emphasized to the public that student testing is conducted using computers. She clarified that while the classroom serves as a space for students to engage with technology and practice using computer-based tools, these tools are not intended to replace traditional teaching methods. Instead, they are supplementary resources designed to enhance classroom instruction.

Mr. Jensen further noted that computer-based tools support differentiated instruction, enabling teachers to tailor learning activities to meet the varied needs of their students. Additionally, these tools aid in providing tiered instruction, allowing educators to address students' individual skill levels and learning requirements within the classroom setting.

Superintendent Breslin provided information regarding the district's Return on Investment (ROI), research and development, and impact on student learning, to make sure the time on platforms are balanced to achieve the highest student outcomes.

Chair Spray called a recess to the Workshop at 12:13 PM and called the Workshop back to order at 1:00 PM.

4.4 New Strategic Plan Discussion

Mr. Kevin Chapman, Associate Superintendent, introduced Ms. Beth Silveria, from the American Association of School Superintendents; Omar Edwards, Associate Director of Strategic Planning; and Christina Kavannaugh, Associate Director of Strategic Planning, and presented the timing of the strategic plan approval.
During the presentation Mr. Chapman provided guidance to facilitate discussion regarding the following topics of the new Strategic Plan:

Strategic Planning - Strategic Planning School Board Session 2

- Our Work Today – Objectives – Updates
- Strategic Planning journey: From Vision to Impact
    - April – May
    - June – July
    - August 2026-2030
- Mission, Vision, and Values
- Priority Areas for Strategic Plan 2026-2029

The Board held discussion regarding each section of the mission vision and values.

The Proposed Mission: The School District of Manatee County educates and inspires every student - equipping them with the knowledge, skills, resilience, and civic responsibility to lead productive, fulfilling lives.
The Proposed Vision: The School District of Manatee County is centered around our Portrait of a Graduate - the knowledge, skills, and attributes every student should possess and carry throughout their life.
The Proposed Core Values:

- Academic excellence and whole-child support
- Professionalism, responsibility, and respect
- Quality schools strengthening our community
- Transparent communications at all levels
- Responsible stewardship of every public dollar
- Supporting every student and every employee, every day.

Board Member Tatem noted his general displeasure at the proposed Mission, Vision or Values and noted what he stated were missing key words including the terms 'virtue, patriotic, and good citizen'; he also expressed the question of why there was a need for both a mission statement and vision statement. His request was to merge the statements into one overarching statement. Board Member Felton noted her agreement that the mission and vision statement could be combined into one statement. Board Member Kennedy noted his request to combine the portrait of a graduate qualities into the purpose statement instead of having to go search for the term in District programing.

The Board decided to adopt a brief purpose statement focused on the Portrait of a Graduate, instead of separate mission and vision statements.

Mr. Chapman discussed the Priority areas and Goals to move forward with KPIs and measurables for the district.

Proposed priorities include the following areas:
Priority Area 1: Student Learning and Support

- Impact Statements
- Goals

Priority Area 2: Employee Retention & Wellness

- Impact Statements
- Goals

Priority Area 3: Parent and Community Engagement

- Impact Statements
- Goals

Priority Area 4: Financial Stewardship & Long-Term Sustainability

- Impact Statements
- Goals

Input was taken from each board member and will be used to come back to the board with updated plans and statements at the workshop in June.

5. ADJOURNMENT

Chair Spray adjourned the Workshop at 2:35 PM.

_____

Cindy Spray
Chairman

NOTICE

Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above-mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based. School Board meetings are held in accessible locations. Auxiliary aids will be provided, upon written request received at least 48 hours prior to the meeting, to participants with disabilities.

Minutes
June 9, 2026
School Board Meeting 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Dr. Laurie Breslin, Superintendent	Present
Derek Jensen, Deputy Superintendent of Instructional Services	
Rachel Sellers, Deputy Superintendent of Business Services	
Kevin Chapman, Associate Superintendent	
Cindy Spray, Chair	
Richard Tatem, Vice-Chair	
Heather Felton, Board Member	
Charles Kennedy, Board Member	
Chad Choate, Board Member	
Stephen Dye, Board Attorney	

Chair Spray called the Meeting to order at 5:30 P.M.

2) READING OF THE DISTRICT VISION

The District Vision was read by Board Member Choate.

3) INVOCATION

Board Member Choate introduced Pastor Gary Crawford who provided the invocation.

4) VETERAN LED PLEDGE OF ALLEGIANCE

4.1 Veteran Led Pledge of Allegiance

Superintendent Breslin introduced U.S. Army Veteran, David Dailey, to lead the district in the Pledge of Allegiance, and presented them with a United States flag that was flown over the US Capital.

5) APPROVAL OF THE AGENDA

5.1 Motion to Approve the Agenda as Amended

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

The Chair finds good cause to amend the agenda to include:

Agenda amended Friday June 5, 2026, to ***add*** attachment *End of Year Data Review* **to** Report and Presentation item *2025-2026 End of Year Data Review.*

Agenda amended Friday June 5, 2026, to **add** Report and Presentation Item *Children's Service Advisory Board (CSAB) Presentation.*

6) APPROVAL OF THE MINUTES

6.1 Approval of the Minutes of April 28, 2026, School Board Meeting and May 5, 2026, School Board Workshop

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

7) CELEBRATIONS / RECOGNITIONS

7.1 Recognition of VFW Post 12055

Ms. Jamie Carson, Director of Communications, introduced Post Commander David Dailey. Mr. Dailey provided a background of VFW Post 12055 and listed the many support programs it provides to the community and district school programs. Since essay and scholarship programs were started in 2008, awards to the community and students have surpassed $94,000.00. The highlighted programs include the following:

- Voice of Democracy Essay Contest
- Patriots Pen Essay Contest
- Leo Perisian Scholarship
- George Cumming Scholarship
- A one year – '2018 Matthew Powers Follow your Dreams Scholarship'

8) PUBLIC COMMENT

9) REPORTS AND PRESENTATIONS

9.1 2025-2026 End of Year Data Review

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, provided an overview of the raw number of learning gains and projected school grades. Included in the presentation were the following topics:
2025-2026 Spring Assessment Results Review

- FAST Progress Monitoring
- School Grade Components
- PM3 ELA Results: PREK Early Literacy

Board Member Choate requested information regarding if the numbers include the private-provider PREK test scores in the community. Mr. Jensen noted that he would look at the numbers across the district. Mr. Choate requested information regarding how the community get communication regarding PREK to parents. Discussion was held regarding the programs and the growth of district early education programs.

PM3 ELA Results: 2022-23 to 2025-26

- PM3 ELA Results: KG-2nd

- PM3 ELA Results: 3rd-5th
- PM3 ELA Results: 6th-8th
- PM3 ELA Results: 9th-10th

PM3 Math Results: 2022-23 to 2025-26

- PM3 Math Results: KG-2nd
- PM3 Math Results: 3rd-5th
- PM3 Math Results: 6th-8th
- PM3 Math Results: Algebra 1 & Geometry

Spring Science Results: 2022-23 to 2025-26

- Spring Science Results: 5th, 8th, Biology
- Spring Social Studies Results: 2022-23 to 2025-26
- Spring Social Studies Results: Civics, US History

Momentum Manatee - Projected School Celebrations
Next Steps

Board Members held discussions and thanked the district for the hard work and putting the report together.

9.2 Children's Service Advisory Board (CSAB) Presentation

Board Member Felton provided an overview of the results of the recommendations the CSAB made for the 2026-27 year. After recommendations include funding the County Commission will vote to fund or not fund. The funding of this program comes thru from County's children's service voted millage funds. The funding is separated from the general tax fund. Board Member Felton noted that the amount of funding can be affected by tax cuts and changes in the state and county.

Ms. Felton provided clarification of the process of funding programs. The Board asked questions and held discussion throughout the presentation.

10) CONSENT ITEMS

10.1 Motion to Approve the Consent Agenda as Amended

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Chad Choate
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

1. **Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)**

2. **Approval to Apply for the 2026-2027 Manatee County Government Dori Slosberg Driver Education Safety Trust Fund Grant in the Amount of $157,314.00 (Incoming Grant Funds)**

3. **Approval to Apply, Accept and Expend the 2026 Spring Bishop-Parker Foundation Grant in the Amount of $488,000.00 (Incoming Private Grant Funds)**
4. **Approval to Apply, Accept and Expend the Lee & Lincoln Middle Schools 21st Century Community Learning Centers Grant Request for Proposal, Effective August 2026 - July 2027, in the Amount of $332,850.00 (Incoming Federal Grant Funds)**

5. **Approval to Apply, Accept and Expend the Palm View K-8 School 21st Century Community Learning Centers Grant Request for Proposal, Effective August 2026 - July 2027, in the Amount of $130,400.00 (Incoming Federal Grant Funds)**

6. **Approval to Apply, Accept and Expend the Manatee County Opioid Impact Grant in the Amount of $250,703.00 (Incoming Local Grant Funds)**

7. **Approval of the Apprenticeship Training Program Agreement Between ROOTS Engineering Services, LLC and the School Board of Manatee County Through Manatee Technical College (MTC) (Workforce Funding)**

8. **Approval of the Renewal Agreement Between the School Board of Manatee County and Peregrine, LLC dba Pet Supplies Plus for On-The-Job Training for Exceptional Student Education Students for June 2026-June 2029 (No Financial Impact)**

9. **Approval of the New Agreement Between the School District of Manatee County and Active Senior Care, Inc. d/b/a Town Square at University Parkway for Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2026-2029 School Years (No Financial Impact)**

10. **Approval of the New Agreements Between the School District of Manatee County and Kinga Royer DMD, LLC and SRQ Dental, PLLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)**

11. **Approval of the Renewal Agreements Between the School District of Manatee County and Lakewood Ranch Dental and Mann Orthodontics, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)**

12. **Approval of the School District of Manatee County English for Speakers of Other Languages (ESOL) Endorsement "Add-On" Plan for 2026-2031 (No Financial Impact)**

13. **Approval of Facilities Use Agreement with Big Brothers Big Sisters of the Suncoast and the School District of Manatee County (Incoming Funds)**

14. **Approval to Purchase Chapter One Literacy Program and Tutoring, SDMC No. 27-0024-BS, Estimated in the Amount of $190,000.00 (General Fund)**

15. **Approval to Purchase Level-Up with Game On Nation, SDMC No. 27-0029-BS, Estimated in the Amount of $150,000.00 (Millage Funds)**

16. **Approval to Purchase Athletic Referee Services, SDMC No. 27-0031-BS, Estimated in the Amount of $375,000.00 (Multiple Funding Sources)**

17. **Approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2025-2026**
18. **Approval of the Use of St. John ' s County School Board Bid on Catalog Percentage Discount-Furniture, SDMC No. 27-0021-MR, Estimated in the Amount of $1,000,000.00 (Multiple Funding Sources)**

19. **Approval of Recommendation to Place Employee A.J. on Unpaid Administrative Leave Pending a Hearing on the Merits (General Fund)**

20. **Approval of Bayshore High School and Parrish Community High School Football Field Upgrades Synthetic Turf Change Order 2 Final Agreement Between Owner and P.J. Hayes, Inc., dba Tandem Construction Decrease in the Amount of $66,998.07 for a Total Guaranteed Maximum Price of $4,093,293.27**

21. **Authorization to Negotiate Construction Management At-Risk Services (CM) for Tillman Elementary Campus Renovations (No Financial Impact)**

22. **Approval to Advertise a Request for Qualifications (RFQ) for Architect and Engineering (AE) Services and Construction Management (CM) at Risk Services for Lakewood Ranch High School HVAC Renovation (Capital Funds)**

23. **Approval to Advertise a Request for Qualifications (RFQ) for Architect and Engineering (AE) Services and Construction Management (CM) at Risk Services for Bayshore High School HVAC Renovation and Career Technology Education (CTE) Addition (Capital Funds)**

24. **Approval of Lakewood Ranch High School Water Lines Agreement Between Owner and Ajax Building Company Amendment 2 in the Amount of $6,376,183.00 (Capital Funds)**

25. **Approval of Lakewood Ranch High School Stadium Drainage Substantial Completion (No Financial Impact)**

26. **Approval of Palma Sola Elementary School Campus Renovations Partial Substantial Completion Phase 2 Building Sections A, B, and C (No Financial Impact)**

27. **Approval of Memorandum of Understanding Between the School Board of Manatee County and Manatee County for Rangeland High School Transportation Improvements (No Financial Impact)**

28. **Approval of Rangeland High School Amendment 2 Agreement Between Owner and Schenkel & Shultz Inc. in the Amount of $182,594.00 (Capital Funds)**

29. **Approval of Moody Elementary School Renovation, Pre-Construction Agreement Between Owner and Willis Smith Construction, Inc. in the Amount of $85,050.00 (Capital Funds)**

30. **Approval of Matzke Radio Tower Project Amendment 1 Agreement Between Owner and ME & S General Contractors, Inc. Revising the Substantial Completion Date to April 30, 2026 (No Financial Impact)**

31. **Approval of Matzke Radio Tower Project Substantial Completion (No Financial Impact)**

32. **Authorization of the Return of Radio Unidos FCC License to UnidosNow, Inc. (No Financial Impact)**

33. **Approval of Request to Declare Surplus and Demolish Portable 114 at a Cost of $13,523.72 (Capital Funds)**

11) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) NEW BUSINESS (NON-CONSENT)

13.1 Motion to Approve the Budget Amendments for April 2026

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

Rachel Sellers, Deputy Superintendent of Business Services, provided a brief overview of the budget amendments from April 2026.

13.2 Motion to Approve Advertising a Notice of Intent to Amend the Code of Student Conduct and to Set a Public Hearing on the Proposed Changes at the Board Meeting Scheduled for July 21, 2026

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

13.3 Approval of Advertising a Notice of Intent to Amend the Student Progression Plan, and Setting a Public Hearing on the Proposed Amendments at the Board Meeting Scheduled for July 21, 2026

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

13.4 Approval of the Academic Calendar for the School Year 2027-2028

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Richard Tatem, Heather Felton, Charles Kennedy, Chad Choate

14) NEW BUSINESS (NO SUPERINTENDENT RECOMENDATION)

14.1 Motion to Approve the Extension of Ginger Mentzer's Term as a Member of the Citizen Financial Audit Committee for Three (3) Years

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charles Kennedy
AYES:	Chad Choate, Heather Felton, Charles Kennedy, Cindy Spray, Richard Tatem

14.2 Motion to Approve the Extension of Susan Harrigan Term as a Member of the Citizen Financial Audit Committee for Three (3) Years

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Chad Choate, Heather Felton, Charles Kennedy, Cindy Spray, Richard Tatem

14.3 Approval of Travel Expense Associated with the School Board Members' and Superintendent Breslin's Attendance at the FSBA-FADSS Annual Joint Conference, at the Grand Hyatt Tampa Bay, FL June 10-12, 2026, Not to Exceed $3,500.00

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Heather Felton
AYES:	Chad Choate, Heather Felton, Charles Kennedy, Cindy Spray, Richard Tatem

15) ADDITIONAL PUBLIC COMMENT (IF NECESSARY)

16) INFORMATION ONLY (No Board Action Required)

16.1. Year-to-Date Financial Statements Through April 30, 2026

16.2. Year-to-Date Charter School Financial Statements Summary Through April 30, 2026

16.3. Second Amendment to Bradenton Bay High School Charter School Program (CSP) Grant

16.4. Approval to Apply for the 21st Century Community Learning Centers (21st CCLC) Grant Proposal in the Amount of $499,999.84 for Florida High School for Accelerated Learning (aka, Bradenton Bay High School)

17) UPDATES

17A. INSTRUCTION UPDATE
Mr. Derek Jensen, Deputy Superintendent of Instructional Services, updated the Board on the following:
- No additional updates

17B. OPERATIONS UPDATE
Superintendent Breslin stated Mr. Willie Clark, Deputy Superintendent of Operations, was out of the office and had no additional updates from Operations.

17C. LEGAL UPDATE
Mr. Dye, Board Attorney, noted he would still be assisting the District staff until a new General Counsel is hired.

18) SUPERINTENDENT REMARKS
Superintendent Breslin provided the following update to the Board:
- Noted the upcoming FADDS and FSBA event
- City Park Groundbreaking
- Praised the local VFW for their continued contributions to the district
- Highlighted SOAR in 4 recent events

19) BOARD COMMENTS
Board Member Felton
- Provided a brief update regarding District summer programming visits

Board Member Tatem

- Thanked staff for the meeting

Board Member Choate

- Thanked District teachers and staff

Chair Kennedy

- Expressed gratitude to staff and district

Vice-Chair Spray

- Thanked the Board Members and district staff for the quick meeting

20) ADJOURNMENT

There being no further business to come before the Board, Chair Spray adjourned the Meeting at 11:14 A.M.

_____

Cindy Spray
Chairman

NOTICE

Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above-mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based. School Board meetings are held in accessible locations. Auxiliary aids will be provided, upon written request received at least 48 hours prior to the meeting, to participants with disabilities.

AGENDA ITEM NO. 7.1

School Board of Manatee County
June 23, 2026 - Regular Board Meeting

Title
Lakewood Ranch High School student wins America250FL Essay Contest

Executive Summary
Rising Sophomore, Jorja, won the America250LF Essay Contest for her submission titled "Henry B. Plant's Foundations of Patriotism and Prosperity."
The contest is part of the State of Florida's celebration for America's 250th anniversary.

Contact
Submitting Department: Communications
Initiated by: Jamie Carson

AGENDA ITEM NO. 9.1

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)

Executive Summary
The personnel listed under change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers have been recommended by their principal or immediate supervisor to the Superintendent of Schools.

The personnel recommended for appointments for the 2025-2026 school years have been interviewed by administrative staff members and have applications with favorable references on file in the Human Resources Department.

The lists for Teachers, Paraprofessionals, SAMP, AFSCME and Non-Bargaining for the 2026-2027 school year are available at the School Support Center in Room 106.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Ready To Grow | Goal 2
Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff

Recommendation
The Superintendent recommends the approval of the appointments, change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Dr. Christina Britton

Attachments:
6.23.26 Board Material

Hire

Administrative

Type	Name	Department/Location	Position	Effective Date
Hire	Adkins, Kaleigh	Southeast High School	Athletic Trainer (Range $55,313 - $106,962)	7-1-2026
Hire	Armstrong, Amber	Personnel	Specialist II, Human Resources (Range $41,193 - $80,525)	5-26-2026
Hire	Jackson, Eric	SDMC Prof. Support Center	Exec Dir, Pupil Personnel Svc (Range $87,627 - $167,161)	7-1-2026
Hire	Koronkiewicz, Kelsey	Prine Elementary School	Behavior Specialist (Range $54,881 - $104,096)	7-12-2026

Educational Support

Type	Name	Department/Location	Position	Effective Date
Hire	Albritton, Jayden	Myakka Elementary School	Tchr Aide, Pre-K Integrated	8-3-2026
Hire	Brown, Christopher	Security	Safety Guardian	8-3-2026
Hire	Brown, Jessie	King Middle School	Tchr Asst, MS, ISS	8-3-2026
Hire	Cooper, Ian	Manatee High School	Custodian 8 Hr	6-3-2026
Hire	Dolasco, Salvatore	Security	Safety Guardian	8-3-2026
Hire	Ferran Montero, Pedro	Security	Safety Guardian	8-3-2026
Hire	Guerrero Batista, Laidiana	Manatee Technical College	Custodian 8 Hr	6-1-2026
Hire	Hanifen, Patricia	Security	Safety Guardian	8-3-2026
Hire	Irving, Alison	Veterans Elementary School	Registrar, School I, ES	5-26-2026
Hire	Marchetti, Michael	Veterans Elementary School	Head Custodian I	6-1-2026
Hire	Martinez, Marvin	Jain Middle School	Custodian 8 Hr	6-8-2026
Hire	McClure, Kevin	Security	Safety Guardian	8-3-2026
Hire	Murphy, George	Security	Safety Guardian	8-3-2026
Hire	Nagua Mayaguari, Tahissa	Moody Elementary School	Health Aide	8-3-2026
Hire	O'Neal, Delaney	Harvey K-8 School	Tchr Aide, ESE	8-3-2026
Hire	Schefft, Jennifer	Braden River High School	Clerk, Guidance	7-14-2026
Hire	Stanaland, Jamie	Williams Elementary School	Tchr Asst, Child Dev. Assoc	8-3-2026

Instructional

Type	Name	Department/Location	Position	Effective Date
Hire	Marbry, Sarah	Manatee Technical College	Instructor, Surgical Tech Jackson State College A	5-26-2026

Promotion

Administrative

Type	Name	Department/Location	Position	Effective Date
Promotion	Bennett, Joshua	From: SDMC Prof. Support Center To: SDMC School Support Center	From: Director, ESE To: Exec Dir, Elementary	7-1-2026
Promotion	Erikzon, Karen	From: Blackburn Elementary To: Oneco Elementary School	From: Asst Principal, ES To: Principal, ES	7-1-2026
Transfer	Means, Amanda	From: SDMC School Support To: SDMC School Support Center	From: Accountant To: FTE Administrator	6-7-2026
Promotion	Meo, Nicole	From: SDMC Prof. Support Center To: SDMC Prof. Support Center	From: Asst Dir, ESE To: Interim Dir, ESE	7-1-2026
Promotion	Mullen, Mike	From: King Middle School To: Lakewood Ranch High School	From: Principal. MS To: Principal, HS	7-1-2026
Transfer	Sharp Tolly, Beth	From: SDMC SSC To: Wakeland Support Center	From: Buyer To: Supervisor, Purchasing, FNS	6-7-2026

Educational Support

Type	Name	Department/Location	Position	Effective Date
Transfer	Itzel, Jody	From: Matzke Support Center To: SDMC School Support Center	From: Custodian 8 Hr To: Head Custodian I	5-24-2026

Resignation

Administrative

Type	Name	Department/Location	Position	Effective Date
Resignation	Brown, Stephney	Student Services	School Psychologist - 11 Mo	7-1-2026
Resignation	Flynn, Scott	Oneco Elementary School	Principal, ES	6-30-2026
Resignation	Jean-Louis, Marc	Information Technology	Field Technician	6-12-2026
Resignation	Marasco, Vanessa	Exec Dir, Teaching & Learning	Coord, Instruction/Curriculum	8-1-2026
Resignation	Wald, Kathryn	Exec Dir, Teaching & Learning	Coord, Instruction/Curriculum	6-27-2026

Educational Support

Type	Name	Department/Location	Position	Effective Date
Resignation	Ackles, Joyce	Food & Nutrition Services	Worker, Food Service-5 hr	5-30-2026
Resignation	Agosto, David	Bashaw Elementary School	Technician, School Support	7-25-2026
Resignation	Alvarez, Martha	Food & Nutrition Services	Worker, Food Service-5 hr	5-27-2026
Resignation	Backus, Jacquelynn	Food & Nutrition Services	Worker, Food Service-6 hr	5-30-2026
Resignation	Carstens, Michaela	Instructional TV Programming	Spec, Video Production	6-19-2026
Resignation	Cintron-Sierra, Giancarlo	Palm View K-8 School	Tchr Aide, ES	5-30-2026
Resignation	Crocker, Justin	Buffalo Creek Middle School	Custodian 8 hr	5-29-2026
Resignation	Delmotte, Jacob	School Bus Transportation	Bus Aide	5-29-2026
Resignation	Escobar, Peter	Southeast High School	Tchr Asst, HS, ISS	5-30-2026
Resignation	Gallegos Lara, Cyntia	Daughtrey Elementary School	Tchr Aide, ESOL	5-30-2026
Resignation	Joseph, Ronnie	Lee Middle School	Custodian 8 Hr	5-30-2026
Resignation	Kobierski-Gallimore, Deborah	Gullett Elementary School	Custodian 8 Hr	6-6-2026
Resignation	Lamotte, Marilyn	Food & Nutrition Services	Worker, Food Service-5 hr	5-30-2026
Resignation	Merza, Rasha	Food & Nutrition Services	Worker, Food Service-6 hr	5-23-2026
Resignation	Miller, Susan	Johnson K-8 Sch of Int Studies	Tchr Aide, ES	5-30-2026
Resignation	Pierce, James	Maintenance & Operations	Painter	6-6-2026
Resignation	Quiroz, Bethany	King Middle School	Clerk, Guidance	6-6-2026
Resignation	Sanchez Nava, Daisy	Palm View K-8 School	Tchr Aide, ESE	5-30-2026
Resignation	Vasquez, Belissa	Willis Elementary School	Tchr Aide, ESOL	5-30-2026
Resignation	White, Jennifer	Parrish Community HS	Clerk, Guidance	6-6-2026
Resignation	Zapata, Nicole	King Middle School	Tchr Aide, MS	5-30-2026

Instructional

Type	Name	Department/Location	Position	Effective Date
Resignation	Baialardo, Madison	Jain Middle School	Tchr, Mathematics, MS	5-30-2026
Resignation	Bluemlein, Alexis	Tara Elementary School	Second Grade Teacher	5-30-2026
Resignation	Collins, Asia	Tillman Elementary School	Second Grade Teacher	5-30-2026
Resignation	Farinas, Kyra	King Middle School	Tchr, Mathematics, MS	5-30-2026
Resignation	Felton, Brett	Jain Middle School	Tchr, Physical Educ, MS	5-30-2026
Resignation	Hall, Victoria	Moody Elementary School	Coach, Literacy	7-1-2026
Resignation	Hunniford, Whitney	Freedom Elementary School	Counselor, ES	5-30-2026
Resignation	Jones, Brenda	Sea Breeze Elementary School	First Grade Teacher	5-30-2026
Resignation	Kakraba, George	Southeast High School	Tchr, Mathematics, HS	5-30-2026
Resignation	Knapp, Jordan	Williams Elementary School	Tchr, ASD	5-30-2026
Resignation	Munger, Brett	Ballard Elementary School	Third Grade Teacher	5-30-2026
Resignation	Peart, Tracy Ann	Oneco Elementary School	Third Grade Teacher	5-30-2026
Resignation	Pendzimaz, Kelsye	Kinnan Elementary School	Fifth Grade Teacher	5-30-2026
Resignation	Romberger, Caitlin	Daughtrey Elementary School	First Grade Teacher	5-30-2026
Resignation	Thumser, Mary	Manatee Technical College	Instructor, Nursing	6-26-2026
Resignation	Vice, William	Sugg Middle School	Tchr, Social Studies, MS	5-30-2026

Retirement

Administrative

Type	Name	Department/Location	Position	Effective Date
Retirement	Gonzalez, Lourdes 6.50 Years of Service	Manatee Elementary School	Principal, ES	9-1-2026
Retirement	Gordon, Douglas 29.10 Years of Service	e-Tech Virtual School	Coord, Virtual Educ. Programs	7-1-2026

Educational Support

Type	Name	Department/Location	Position	Effective Date
Retirement	Johnston, Lesley 11.54 Years of Service	Kinnan Elementary School	Custodian 8 Hr	6-5-2026
Retirement	Matthews, Mavis 6.90 Years of Service	Haile Middle School	Tchr Aide, MS	5-27-2026
Retirement	Mays, Phyllis 2.90 Years of Service	Personnel Non-Allocated	Tchr Aide, ESE, 1:1	5-30-2026

Instructional

Type	Name	Department/Location	Position	Effective Date
Retirement	Brugos, Thomas 31.70 Years of Service	Witt Elementary School	Tchr, STEM	8-1-2026
Retirement	Grantham, Maryann 27.30 Years of Service	Moody Elementary School	Fifth Grade Teacher	6-1-2026
Retirement	Meilan, Melissa 1 Year of Service	Manatee Elementary School	Pathologist, Speech & Language	5-30-2026

Termination

Educational Support

Type	Name	Department/Location	Position	Effective Date
Termination	Hunter, Taric	Tillman Elementary School	Custodian 8 Hr	5-23-2026

Instructional

Type	Name	Department/Location	Position	Effective Date
Term During Probation	Tomlin, Nicola	Daughtrey Elementary School	Third Grade Teacher	5-30-2026

Transfer

Administrative

Type	Name	Department/Location	Position	Effective Date
Transfer	Keezer, Rudy	From: Ballard Elementary School To: Daughtrey Elementary School	From: Principal, ES To: Principal, ES	7-1-2026
Transfer	McCullough, Melissa	From: Daughtrey Elementary To: Blackburn Elementary School	From: Principal, ES To: Asst Principal, ES	7-1-2026

Educational Support

Type	Name	Department/Location	Position	Effective Date
Transfer	Hall, Arabi	From: Bashaw Elementary School To: SDMC School Support Center	From: Secretary, Senior School, To: Secretary, Senior School, ES	5-24-2026

AGENDA ITEM NO. 9.2

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of Memorandum of Understanding between New College of Florida and School District of Manatee County for Teacher Intern Program 2026-2029 (No Financial Impact)

Executive Summary
This agreement continues the internship program with New College of Florida students who are interested in teaching from 2026 through 2029. SDMC works to install these students in classrooms in Manatee County and then works with those students who then want to pursue a career in teaching on certification.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Recommendation
Recommends approval

Financial Impact
No financial impact to SDMC as the interns are not paid.

Contact
Kevin Chapman

Attachments:
New College SDMC MOU 2026-2029

MEMORANDUM OF UNDERSTANDING SUPERVISED STUDENT INTERNSHIP IN TEACHING

I. INTRODUCTION

This agreement effective July 1, 2026 is between **NEW COLLEGE OF FLORIDA,** whose address is 5800 Bay Shore Road Sarasota, FL 34243, hereinafter referred to as **COLLEGE,** and SCHOOL BOARD OF MANATEE COUNTY hereinafter referred to as **INTERNSHIP SITE,** and whose address is 215 Manatee Ave. W Bradenton, FL 34205. It is agreed by the aforesaid parties to be of mutual interest and advantage for an **COLLEGE** student to be given the opportunity for instructional experience in teaching through an internship provided by **INTERNSHIP SITE.** This agreement will be in effect until its expiration on June 1, 2029.

II. SUPERVISED STUDENT INTERNSHIPS IN TEACHING DEFINITION & LEARNING GOALS

An internship is a form of experiential learning that integrates knowledge and theory learned in the classroom with practical application and skills development in a professional setting. Internships give students the opportunity to gain valuable applied experience and make connections in professional fields they are considering for career paths, and give employers the opportunity to guide and evaluate talent.

Students pursuing a teaching internship as outlined in this agreement are desiring to prepare for roles as teachers following graduation. Students qualified for internships provided through this agreement have the following preparation:

- Completion of two years of postsecondary education (AA or third/junior year standing} and is currently in good academic standing.
- Completion of at least one relevant COLLEGE course (1 unit/4 credit hours) related to teaching and/or learning.

Since COLLEGE does not provide a State of Florida approved educator preparation program, the supervised internship placement provided by INTERNSHIP SITE should meet the following minimum learning goals in addition to 120 on-site internship hours to satisfy COLLEGE academic requirements and prepare students to pursue full-time teaching positions in private schools, early childhood, or alternative (temporary} certification routes.

1. Collaborate with the teaching supervisor on classroom management strategy to advance the intern's skills necessary to foster an effective learning environment.
2. Identify pedagogical strategies, course design elements and classroom management techniques that promote an effective learning environment.
3. Demonstrate familiarity with the professional behavioral expectations, work environment, and required job duties of a full-time teacher through observation and reflection (e.g., supporting diverse learners, administering tests, navigating parent/family dynamics, co-teaching, managing physical space/assets, instructional technology).
4. Design, deliver, and assess student learning for at least one lesson plan to gain experience with classroom instruction under the supervision of a certified/qualified teacher.
5. Develop and articulate a teaching philosophy as part of a teaching portfolio, delivered to the COLLEGE faculty sponsor at the end of supervised practice to demonstrate professional development and self-awareness gained.

The COLLEGE, INTERNSHIP SITE, and INTERN will collaborate to ensure that the academic and internship learning goals of the supervised student internship in teaching are achieved to the mutual benefit and satisfaction of all parties.

III. COLLEGE RESPONSIBILITIES

New College of Florida agrees to:

1. Provide each INTERN with student teaching preparation as defined in SECTION II and conduct a pre-screen interview to refer qualified students to INTERNSHIP SITE.
2. Refer to the INTERNSHIP SITE only those students who meet, so far as can be ascertained, the minimum requirements of both the INTERNSHIP SITE and COLLEGE.
3. Make available a COLLEGE point of contact for questions and to discuss with the INTERNSHIP SITE supervisor, the assignment to be assumed by the student.
4. Comply with all established policies and practices of the INTERNSHIP SITE as such policies and practices are made known to COLLEGE, and further agree that students will be subject to all rules and regulations pertaining to regular employees of the INTERNSHIP SITE.
5. Notify all participating students that their appearance and performance on duty will reflect the same expectations as the position that they are preparing to assume.
6. Assume costs of pre-employment expectations and require each INTERN to be fingerprinted in accordance with Florida law and INTERNSHIP SITE policy and that the results be made known to the INTERNSHIP SITE prior to placement of the INTERN in a public school. Pursuant to Florida law, no INTERN who has been convicted of a crime involving moral turpitude shall be placed into a school setting.
7. Maintain responsibility for awarding academic credit to participating students who have met the academic requirements.

IV. INTERNSHIP SITE RESPONSIBILITIES

The INTERNSHIP SITE agrees to:

1. Design an experience that accomplishes the internship learning goals outlined in SECTION II and provide a supervised internship that is mutually acceptable to COLLEGE and the INTERNSHIP SITE.
2. Assign a qualified teacher, as defined by the INTERNSHIP SITE, with at least one year of professional experience, as the INTERN supervisor who shall be responsible for mentoring and evaluating the student.
3. Offer supervised teaching internships that align with the COLLEGE academic calendar during Fall and Spring semesters, when qualified student participants are available for placement.
4. Provide final approval of all students referred by COLLEGE for placement in a supervised student internship in teaching.
5. Communicate to the INTERN and COLLEGE of workplace policies, practices, and employee rules and regulations of the INTERNSHIP SITE.
6. Maintain complete records and reports on the student's performance and provide midpoint and final evaluations for the INTERN to COLLEGE through the Handshake reporting system.
7. Request COLLEGE to engage in a joint evaluation of any INTERN whose performance is questionable, whose personal characteristics seem to prevent desirable relationships within the INTERNSHIP SITE, or whose health status becomes a detriment to the student's successful completion of the internship.
8. Immediately notify COLLEGE in writing of any change or proposed changes to the internship.
9. Comply with all applicable employment laws and maintain responsibility for determining whether the INTERN is an employee of the INTERNSHIP SITE under the Fair Labor Standards Act, and whether the INTERN is entitled to compensation by the INTERNSHIP SITE. Please select an option below.
    - Student interns will be paid employees.
    - Student interns will be 1099 contractors.
    - Student interns will be unpaid.

V. MUTUAL AGREEMENTS

It is mutually agreed that:

1. COLLEGE and the INTERNSHIP SITE will indemnify, defend and hold each other harmless for and against any and all losses, damages, expenses, or other liabilities including attorneys' fees, court costs, and related costs of defense, arising from or in any way connected with claims for personal injury, death, property damage or contractual liability that may be asserted against COLLEGE or the INTERNSHIP SITE by any party(ies), which arise or allegedly rise out of action, inaction, or breach of their own employee, student, agent, or representative while in the conduct of the internship experience. Nothing herein shall be deemed a waiver of any available defense by COLLEGE or of any limit on its liability, including limits under Section 768.28, Florida Statutes, whether the claim is brought under contract, tort, negligence, equity or any other legal cause of action.
2. The INTERNSHIP SITE will assess no fees to COLLEGE or INTERN for the use of the INTERNSHIP SITE's resources in connection with this internship.
3. In the event this MEMORANDUM is terminated, no participants currently pursuing a student internship in teaching will be denied the opportunity to complete the internship, even if the effective date of termination occurs prior to the completion date of the internship.
4.

VI. TERMS OF MOU

1. Neither the INTERNSHIP SITE nor the INTERN is bound by this agreement to offer or accept permanent employment, although this is often the outcome of an internship and students pursuing a teaching internship are desiring to prepare for roles as teachers following graduation.
2. This MEMORANDUM shall not be modified or amended except in writing signed by both parties or executed with the same formalities as this MEMORANDUM. Amendments or termination of this MEMORANDUM must be in writing at least thirty (30) days prior to the change.
3. COLLEGE is committed to and encourages equal opportunity/equity/access for its programs, services and activities and requests that the INTERNSHIP SITE commit to this as well. Therefore, COLLEGE and the INTERNSHIP SITE comply **with** Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Title II of the Older Americans Amendments of 1975, and all related regulations, and assure that they do not, and will not discriminate against any person on the basis of race, color, sex, creed, national origin, age or handicap under any program or activity receiving Federal financial assistance. Nothing in this MEMORANDUM is intended to be contrary to State or Federal laws. In the event of a conflict between the terms of this MEMORANDUM and any applicable State or Federal law, that State or Federal Law will supersede the terms of this agreement. In the event of a conflict between State and Federal laws, Federal laws will govern.
4. Periodic reviews of programs and policies will be conducted by the COLLEGE Office of the Provost and Vice President for Academic Affairs.
5. This MEMORANDUM shall be effective as of the date on which the last party has signed. The term of this MEMORANDUM shall be from the effective date July 1, 2026 and expires on [June 1, 2029. This MEMORANDUM shall be subject to review and renewal upon expiration of the term of the MEMORANDUM. Renewal may be accomplished by an agreement of extension signed by both parties. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days' prior written notice to the other party.

VII. PUBLIC RECORDS, CONTRACT FOR SERVICES

IF THE INTERNSHIP SITE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of General Counsel, New College of Florida 5800 Bay Shore Road, Sarasota, FL 34243. To the extent that INTERNSHIP SITE meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, INTERNSHIP SITE must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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, regulation, or accounting oversight body.
4. Meet all requirements for retaining public records and transfer, at no cost to the public agency, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If INTERNSHIP SITE does not comply with a public records request, NCF shall enforce the contract provisions in accordance with the contract.

I certify that I have read and understand this Memorandum of Understanding.

INTERNSHIP SITE – School Board of Manatee County

Printed Name: **Board Chair, Cindy Spray**

Signature: _____ Date: _____

COLLEGE – Provost

Printed Name: **Dr. David Rohrbacher**

Signature: _____ Date: 5-19-26

COLLEGE - Point of Contact (Career Engagement & Opportunity)-

Printed Name: **Dr. Mitchel Ruzek**

Signature: _____ Date: 5-19-26

AGENDA ITEM NO. 9.3

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Renew the Memorandums of Understanding Between the School District of Manatee County and Suncoast Workforce Board, Inc. dba CareerSource Suncoast for Workforce Development Partnership Services for the 2026 - 2029 School Years (No Financial Impact)

Executive Summary
These MOUs formalize the District's participation as a required partner in the Workforce Innovation and Opportunity Act (WIOA) One-Stop delivery system through Manatee Technical College and the Farmworker Career Development Program. The purpose of these agreements is to coordinate workforce training, education, and employment services; support job seekers and employers; and ensure efficient delivery of services across the region.

Through these partnerships, the District will collaborate with CareerSource Suncoast and other mandated partners to:

- Provide coordinated career training, and support services to adults, youth, and special populations, including migrant and seasonal farmworkers
- Strengthen employer engagement and align training programs with workforce needs
- Share resources, reduce duplication of services, and improve system efficiency
- Participate in cross-referral, data sharing, and integrated service delivery within the One-Stop system

The MOUs also include an Infrastructure Funding Agreement that outlines each partner's proportionate contribution to the operational costs of the American Job Center system, ensuring compliance with federal WIOA requirements and cost-sharing methodologies.

Approval of these MOUs supports continued access to workforce funding, strengthens partnerships with regional employers, and enhances career pathways for students and adult participants.

A copy of the Memorandums of Understanding are attached for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval to renew the Memorandums of Understanding between the School District of Manatee County and Suncoast Workforce Board, Inc. dba CareerSource Suncoast for Workforce Development Partnership Services for the 2026 - 2029 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated by: Dr. Paul Gansemer

Attachments:
MOU CareerSource Suncoast with SDMC MTC, Board Date 06.23.2026
MOU CareerSource Suncoast with SDMC Farmworker, Board Date 06.23.2026

Memorandum of Understanding
for Workforce Development Partners

By and between

Suncoast Workforce Board, Inc. dba CareerSource Suncoast

And
Manatee Technical College-School
District of Manatee County

Section 1. Parties

This Memorandum of Understanding ("MOU") is entered into between Suncoast Workforce Board Inc., dba CareerSource Suncoast, ("CS Suncoast"); and the School District of Manatee County, ("Partner"). CS Suncoast and Partner Manatee Technical College - School District of Manatee County are collectively referred to as the "Parties" and individually as a "Party."

Section 2. Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") Sec. 121(c)(1) requires the local workforce development board, with the agreement of the Chief Local Elected Officials (CLEOs), to develop and enter into a MOU between the local workforce development board and the One-Stop Partners concerning the operation of the one-stop delivery system in a local area.

The purpose of this MOU is to describe the cooperative workforce training and employment efforts of CS Suncoast and Partner and the actions to be taken by each to establish and maintain an effective and successful one-stop delivery system. The infrastructure funding agreement establishes a financial plan, including terms and conditions, to fund the services and operating costs of the one-stop delivery system.

This MOU establishes how resources will be coordinated, prevent duplication of services, and ensures the effective and efficient delivery of workforce services in the county(ies) represented by CS Suncoast to enable the Partner to integrate with the one-stop delivery system.

The Parties agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

Section 3. Partners in the One-Stop Delivery System

Pursuant to 20 CFR 678.400, required one-stop partners are the entities responsible for administering the following programs and activities in the local area:

1. Programs authorized under title I of WIOA, including:
    a. Adults
    b. Dislocated workers
    c. Youth
    d. Job Corps
    e. YouthBuild
    f. Native American programs
    g. Migrant and seasonal farmworker programs

2. The Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III

3. The Adult Education and Family Literacy Act (AEFLA) program authorized under title II of WIOA

4. The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV (Division of Vocational Rehabilitation)

5. The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV (Division of Blind Services)

6. The Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) (Florida Department of Elder Affairs)

7. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) (Perkins V)

8. Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)

9. Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.

10. Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.)

11. Employment and training activities carried out by the Department of Housing and Urban Development

12. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law) (Reemployment Services and Eligibility Assessment Program) (RESEA)

13. Programs authorized under sec. 212 of the Second Chance Act of 2007 (34 U.S.C. 10631)

14. Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) (Florida Department of Children and Families)

Please list below additional partners in the local one-stop delivery system, as approved by the local workforce development board and CLEOs:

_____

_____

_____

_____

Section 4. Provision of Services

A. One-Stop Services. The following services will be provided through the local one-stop delivery system:
    1. Business Services:
        a. Make labor exchange activities and labor market information available to local employers.
        b. Develop relationships and networks with large and small employers and their intermediaries.
        c. Develop, convene, or implement industry/sector partnerships.
        d. Provide appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system.
    2. Job Seeker Services:
        a. Provide basic career services, including:
            1. Determinations of whether the individual is eligible to receive assistance;
            2. Outreach, intake, and orientation;
            3. Opportunity for individuals to apply for TANF assistance and non-assistance benefits and services;
            4. Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs;
            5. Labor exchange services, including job search and placement assistance, including career counseling as specified in 20 CFR 678.430(a)(4);
            6. Referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
            7. Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
                a. Job vacancy listings in labor market areas;
                b. Information on job skills necessary to obtain the vacant jobs listed; and
                c. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
            8. Performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;
            9. Information about how the local area is performing on local performance accountability measures;
            10. Information about the availability of supportive services or assistance and appropriate referrals to such, including: childcare; child support; medical or child health assistance available through the state's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under TANF, and other supportive services and transportation provided through that program;

11. Information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation; and
12. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

b. Provide individualized career services, including:
    1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers;
    2. Development of an individual employment plan;
    3. Group and/or individual counseling;
    4. Career planning;
    5. Short-term pre-vocational services;
    6. Internships and work experiences that are linked to careers;
    7. Workforce preparation activities;
    8. Financial literacy services;
    9. Out-of-area job search assistance and relocation assistance; and
    10. English language acquisition and integrated education and training programs.
    11. Provide follow-up services, as appropriate, including counseling regarding the workplace, for participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment.
    12. Provide employment services and related support being provided by the TANF program that qualify as career services.

c. Training Services:
    1. Occupational skills training, including training for non-traditional employment;
    2. On-the-job training;
    3. Incumbent worker training;
    4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
    5. Training programs operated by the private sector;
    6. Skills upgrading and retraining;
    7. Entrepreneurial training;
    8. Transitional jobs;
    9. Job readiness training;
    10. Adult education and literacy activities;
    11. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

d. Youth Services:
    1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized post-secondary credential;
    2. Alternative secondary school services, or dropout recovery services, as appropriate;
    3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience;
    4. Occupational skill training;

5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
7. Supportive services;
8. Adult mentoring;
9. Follow-up services;
10. Comprehensive guidance and counseling;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area; and
14. Activities that help youth prepare for and transition to postsecondary education and training.

3. Access to programs and activities carried out by one-stop partners listed in 20 CFR §§ 678.400 through 678.410, including the Employment Service program authorized under the Wagner-Peyser Act, as amended by WIOA title III (Wagner-Peyser Act Employment Service program).

B. Access to Services. The Parties will make their program services accessible to job seekers, whether they are physically housed within a career center or provided virtually through the one-stop delivery system by:
   1. Exchanging participant's eligibility requirements for their workforce funding streams, identifying their program career services, and designating services and activities that may be appropriate for integration into the one-stop delivery system.
   2. Jointly developing and participating in cross-training of frontline staff to assure an understanding of the activities, support services, and constraints applicable to joint partner workforce funding streams.
   3. Coordinating outreach and recruitment through links on each other's websites.

C. Coordinating Services. The Parties shall coordinate and deliver program services (including workforce services) as appropriate through the one-stop delivery system by:
   1. Seeking opportunities to share resources and reduce duplication of activities to streamline services for customers and improve frontline staff efficiency such as co-locating in a comprehensive or affiliate one-stop location site and by establishing direct linkages through technology as provided in 20 CFR 678.305(d).
   2. Working together on enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
   3. Promoting continuous improvement through the coordination of staff training to provide frontline staff with information and knowledge regarding each other's services.
   4. Participating in the one-stop delivery system consistent with the terms of this MOU and the requirements of federal and state laws authorizing the program or activities and any related grant agreements.

D. Cross Referral. The Parties will implement policies and procedures that encourage the referral of customers to each other as appropriate by:
    1. Reviewing their individual program policies, procedures, and processes to align them to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.
    2. Using established methods for follow-up and reporting to each other on the services provided to the customer and the outcomes obtained.
    3. If applicable, additional information on cross-referral policies and procedures is outlined in Attachment: N/A

E. Information Sharing. The Parties agree that the collection, use, and disclosure of participant records, including, but not limited to, customers' personally identifiable information (PII), is subject to various requirements set forth in federal and state privacy laws. Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements. The Parties agree to comply with the following, as applicable: 29 CFR 38.41, governing the collection and maintenance of equal opportunity data and other information; 20 USC 1232g and 34 CFR Part 99 (the Family Educational Rights and Privacy Act and implementing regulations); 34 CFR 361.38 (Vocational Rehabilitation and Blind Services confidentiality regulations); and 20 CFR Part 603 (regulations governing confidentiality and disclosure of state unemployment compensation information).

F. Each Party will train its staff in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.

G. Accessibility. The Parties will ensure access for workers, youth, and individuals with barriers to employment, including the use of technological tools, in each of the one-stop centers and affiliate locations. The Parties will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds. Job seekers and businesses must be able to access all information relevant to them via visits to One-Stop centers as well as through electronic means and direct linkages to workforce partner programs. The Parties will provide reasonable accommodations for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act. Assistive technology, accessible formats, and language translation services will be made available and used as needed. The local workforce development board will either collocate WIOA youth program staff at One-Stop centers and/or ensure One-Stop centers and staff are trained to serve youth and equipped to advise youth to increase youth access to services and connect youth to the program that best aligns with their needs.

Section 5. Funding of Infrastructure and Operating Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment 1 – Infrastructure Funding Agreement**, incorporated herein by reference. As required by 20 CFR 678.755, the Parties agree that the infrastructure and shared services budget will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the one-stop center and relative benefit received, and that complies with 2 CFR part 200.

Section 6. Term

This MOU is effective upon the date of the last required signature, or July 1, 2026, whichever is later, through June 30, 2029, unless the MOU is terminated by either Party in accordance with the terms set forth herein.

Section 7. Modification and Renewal

A. This MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services.
B. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of CS Suncoast, one-stop partners, and chief elected officials, or one-stop infrastructure funding.
C. This MOU may be amended or modified by mutual consent of the Parties, by the issuance of a written amendment executed by the Parties.
D. The Parties may choose to include, via addendum to this MOU, other provisions that are consistent with WIOA title I, the authorizing statutes, and regulations of one-stop partner programs, and the WIOA regulations.

Section 8. Termination

A. Either Party may terminate this MOU for convenience by giving 30 days' written notice pursuant to Section 9 (Notice).

B. In the event of termination, the Parties will convene within 60 days to renegotiate a mutually acceptable replacement MOU, if required by law to do so.

Section 9. Notice

A. All notices required to be given to CS Suncoast under this MOU shall be sufficient when emailed, hand-delivered, or mailed to CS Suncoast at its office located at 3660 N Washington Blvd, Sarasota FL, 34234, addressed to the President/CEO.

B. All notices required to be given to Partner under this MOU shall be sufficient when emailed, hand-delivered, or mailed to Partner at its office located at 215 Manatee Avenue W., Bradenton, FL 34205.

.

Section 10. Nondiscrimination

The Parties agree to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any program or activity relating to the operation of the one-stop delivery system because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

Section 11. Confidentiality

The Parties agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including, but not limited to: 20 CFR part 603, 45 CFR 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38. Each Party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information ("PII") and other confidential/exempt information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, any required data sharing agreements will be created and required confidentiality, and ethical certifications will be signed by authorized individuals.

Section 12. Dispute Resolution

If an issue arises involving this MOU, Parties will make every effort to reach a resolution in a timely and efficient manner. Any party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the local workforce development board and the Director of the partner agency. A joint decision will be issued within sixty (60) calendar days of receipt. A partner that is dissatisfied with the decision may file the dispute with the Florida Department of Commerce ("FloridaCommerce") and the Florida Department of Education ("DOE") for resolution. FloridaCommerce and DOE may remand the issue back to the Executive Director of the local area and to the director of the partner agency or impose other remedies to resolve the issue.

**The Remainder of This Page is Intentionally Left Blank*

Section 13. Signatures

IN WITNESS WHEREOF, Partner and CareerSource Suncoast have caused this MOU to be duly executed as of the date set forth below.

The MOU must contain the signatures of the Chief Local Elected Official(s). The MOU must be updated at least once every three years and included in the local board's WIOA Workforce Services' plan.

Approved by:

CareerSource Suncoast

Name: Josh Matlock

Signature: _____

Title: President/CEO

Date: _____

Approved by Partner:

School District of Manatee County

Name: Dr. Laurie Breslin

Signature: _____

Title: Superintendent

Date: _____

Approved by Chief Local Elected Official-

Manatee County:

Name: Tal Siddique

Signature: _____

Title: Manatee County Commissioner

Date: _____

Approved by Chief Local Elected Official

Sarasota County:

Name: Teresa Mast

Signature: _____

Title: Sarasota County Commissioner

Date: _____

ATTACHMENT I – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation & Opportunity Act (WIOA) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its American Job Center (AJC) One-Stop customer delivery system. The AJC One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the AJC One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the One-Stop centers and relative benefits received and requiring that all funds be spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this One-Stop operating budget as the master budget necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received and will be reconciled on a quarterly basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

II. Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the One-Stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint goals, strategies, and performance measures,
- The use of common and/or linked data management systems and data sharing methods, as appropriate
- Leveraging of resources including other public agency and non-profit organization services.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating cost of the One-Stop Centers. The Local Workforce Development Board based the budget on all costs associated with operating the America Job Center.

CareerSource Suncoast		
One Stop Operating Budget		
Infrastructure Funding Agreement Budget		
Comprehensive American Job Center		
North Sarasota County Career Center		
3660 North Washington Blvd		
Sarasota, FL		
Description	**Estimated IFA Budget**	
Infrastructure Costs:		
Office Rent includes Utilities & Bldg Maintenance	$288,137	
Copier Usage and Maintenance for Clients	$1,920	
Internet, Phone, Fax	$18,168	
Kiosk Software	$828	
Website Maintenance	$5,370	
Microsoft Defender and Enterprise Mobility	$9,206	
WIFI	$200	
Phones (Ring Central)	$8,887	
Total Infrastructure Costs		**$332,716**
Additional Services:		
IT Services - Crosswalk Maintenance	$2,419	
Total Additional Services		**$2,419**
Total One Stop Operating Budget		**$335,135**
FTEs Supporting the American Job Center (as of July 2025)		**38**
Cost per FTE = $283,990/32 FTEs (as of July 2026)		**$8,819**
Direct Linkage/Virtual Presence = 0.1 x Cost per FTE (as of July 2025)		**$882**

IV. Cost Allocation Methodology

All required Partners have agreed to provide access to their programs in the comprehensive One-Stop Career Center and contribute to the infrastructure costs. Partners will have staff co-located in the Center (on a full or part-time basis) or will provide access via direct linkage as outlined in Attachment A (Partner On-site Representation Schedule} and will fund operating costs based on a percentage of the partner's annual FTE. (All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis.)

Required partners who have elected not to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with partner program staff to access services. Cross-trained front desk and other physically co-located staff can assist in providing information and referrals to the direct-linkage partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.1 FTE or 4 hours per week (1 FTE is equivalent to 40 hours/week).

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

a) To remedy the imbalance of non-physically represented Partners, and

b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the AJC and relative benefits received.

As outlined in the MOU, the costs of the infrastructure of AJC One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

V. PARTNER CONTRIBUTION (Based on all costs associated with the operation of the American Job Center)

Below is the contribution cost determination:

Estimated Cost per FTE	Estimated Infrastructure Costs Total Partner FTE _____/_____=_____
Partner Physical Presence Contribution (*partners who elected to have their representatives in the One-Stop on a FT or PT basis to serve customers)*	1 FTE x Estimated Cost per FTE 1 FTE x $8,819 = $8,819 (**1 FTE represents 40 hours/week commitment)**
Partner Direct Linkage/Visual Presence Contribution *(Partner who elects not to have their representative in the one-stop but offer a technology option to serve customers.)*	Minimum of 0.1 FTE or 4 hours per week 0.1 FTE x $8,819 = $882 **(0.1 FTE represents 4 hours/week commitment)**

FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating a local One-Stop delivery system (i.e., partner's program or administrative funds) may differ depending upon the partners' program's authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. (Copy of the TEGL 17- 16: Infrastructure Funding of the One-Stop Delivery System can be found at: TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 17-16 | U.S. Department of Labor (dol.gov).

Types. Funding for infrastructure costs and additional costs may be in the form of:

(1) CASH, NON-CASH and THIRD-PARTY IN-KIND CONTRIBUTIONS*
(2) Funding from philanthropic organizations or other private entities; or
(3) Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

- **Cash**
  Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.
- **Non-Cash**
  - Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
  - Non-cash contributions or goods or services contributed by a Partner program and used by the One-Stop center.
  - The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.
- **Third-party In-kind**
  - Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-- one-stop Partner to:
  - Support the One-Stop Center in general; or
  - Support the proportionate share of One-Stop infrastructure costs of a specific partner.
  -

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR; 463.720; and 34 CFR 463.760]

Sources: The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the partner program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner programs' requirements.

VI. Cost Reconciliation

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the partner program that is contributing the funding.

The Partner agrees to submit Infrastructure Funding agreement reports on a quarterly basis for the LWDB (CSS) to complete a reconciliation of budgeted and actual costs and updates of the allocation basis.

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation basis will be provided for the review.

The LWDB will submit invoices (if applicable) to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, including, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and, Technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the One-Stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the One-Stop center. Such costs would include service contracts with vendors or contractors, equipment, and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the One-Stop center as a whole would be personnel

costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that One-Stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Career Center (OSCC) or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VII. Term

The Term of this IFA shall commence on July 1, 2026 or the date last executed by both parties, whichever is later, through June 30, 2029 . The IFA will be reviewed bi-annually for any cost fluctuations when determining subsequent years' proportionate cost share.

This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice. Neither this IFA nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VII. Amendments and Modifications

Neither this IFA nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified, return receipt requests, U. S. Mail.

IX. Merger

This IFA constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations, or covenants not herein expressed shall be binding upon the parties.

X. Third Party Beneficiary

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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties agree that there are no third-party beneficiaries to this /FA and that no third party shall be entitled to assert a claim against any of the Parties based upon this IFA.

XI. Governance

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSS. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CSS.

XII. Dispute Resolution

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource Suncoast and the Director of the Partner organization. A joint decision shall be issued within sixty calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Education to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource Suncoast and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

XII. Signatures

IN WITNESS WHEREOF, Partner and CSS have caused this Memorandum of Understanding to be duly executed as of the date set forth below.

LWDB: CareerSource Suncoast

Name: Joshua Matlock

Title: President/CEO

Signature: _____

Date: _____

Partner Agency: School District of Manatee County

Name: Dr. Laurie Breslin

Title: Superintendent

Signature: _____

Date: _____

Chief Local Elected Officials

Manatee Board of County Commissioners

Name: _____

Title: Manatee County Commissioner

Signature: _____

Date: _____

Sarasota Board of County Commissioners

Name: _____

Title: Sarasota County Commissioner

Signature: _____

Date: _____

ATTACHMENT A

Partner On-Site Representation Schedule					$335,135	
					estimated	
Required Partners	Governance	Local Grantee	# of Staff	% of Total FTEs	Partner Contribution	Physical or Virual Presence
WIOA, TANF, SNAP RESEA	DOL & HHS	CSS	27.00	71.05%	$238,122	Physical
Wagner Peyser	DOL	CSS	6.00	15.79%	$52,916	Physical
Veteran Program	DOL	CSS	3.00	7.89%	$26,458	Physical
TAA	DOL	CSS	0.00	0.00%	$0	Physical
Senior Community Employment Prog	DOL	AARP-Man/Sara	0.10	0.26%	$882	Virtual
Adult Ed & Literacy - GED	DOE	SCSB	1.00	2.63%	$8,819	Physical
Adult Ed & Literacy - GED	DOE	MCSB	0.10	0.26%	$882	Virtual
Migrant Seasonal Farmworker Jobs Prog	DOL/DOE	MCSB	0.10	0.26%	$882	Virtual
Vocational Rehabilitation	DOE	VR	0.10	0.26%	$882	Virtual
Division of Blind Services	DOE	FL Div BS	0.10	0.26%	$882	Virtual
Job Corp	DOL	JC Pinellas CO	0.10	0.26%	$882	Virtual
CSBG	HHS	SC Health & Human Svcs	0.10	0.26%	$882	Virtual
CSBG	HHS	Step-Up Suncoast	0.10	0.26%	$882	Virtual
Dept Housing & Urban Development	HUD	MC Housing Authority	0.10	0.26%	$882	Virtual
Dept Housing & Urban Development	HUD	SC Housing Authority	0.10	0.26%	$882	Virtual
Totals			**38.00**	**100.00%**	**$335,135**	

The remainder of this page intentionally left blank

Memorandum of Understanding

for Workforce Development Partners

By and between

Suncoast Workforce Board, Inc. dba, CareerSource Suncoast

And

Farmworker Career Development Program of the School District of Manatee County

Section 1. Parties

This Memorandum of Understanding ("MOU") is entered into between Suncoast Workforce Board, Inc. dba, CareerSource Suncoast, ("CS Suncoast"); and Farmworker Career Development Program of the School District of Manatee County, ("Partner"). CS Suncoast and Partner Farmworker Career Development Program of the School District of Manatee County are collectively referred to as the "Parties" and individually as a "Party."

Section 2. Purpose

The Workforce Innovation and Opportunity Act of 2014 ("WIOA") Sec. 121(c)(1) requires the local workforce development board, with the agreement of the Chief Local Elected Officials (CLEOs), to develop and enter into a MOU between the local workforce development board and the One-Stop Partners concerning the operation of the one-stop delivery system in a local area.

The purpose of this MOU is to describe the cooperative workforce training and employment efforts of CS Suncoast and Partner and the actions to be taken by each to establish and maintain an effective and successful one-stop delivery system. The infrastructure funding agreement establishes a financial plan, including terms and conditions, to fund the services and operating costs of the one-stop delivery system.

This MOU establishes how resources will be coordinated, prevent duplication of services, and ensures the effective and efficient delivery of workforce services in the county(ies) represented by CS Suncoast to enable the Partner to integrate with the one-stop delivery system.

The Parties agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

Section 3. Partners in the One-Stop Delivery System

Pursuant to 20 CFR 678.400, required one-stop partners are the entities responsible for administering the following programs and activities in the local area:

1. Programs authorized under title I of WIOA, including:
    a. Adults
    b. Dislocated workers
    c. Youth
    d. Job Corps
    e. YouthBuild
    f. Native American programs
    g. Migrant and seasonal farmworker programs

2. The Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III
3. The Adult Education and Family Literacy Act (AEFLA) program authorized under title II of WIOA
4. The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV (Division of Vocational Rehabilitation)
5. The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV (Division of Blind Services)
6. The Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.) (Florida Department of Elder Affairs)
7. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) (Perkins V)
8. Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)
9. Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.
10. Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.)
11. Employment and training activities carried out by the Department of Housing and Urban Development
12. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law) (Reemployment Services and Eligibility Assessment Program) (RESEA)
13. Programs authorized under sec. 212 of the Second Chance Act of 2007 (34 U.S.C. 10631)
14. Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) (Florida Department of Children and Families)

Please list below additional partners in the local one-stop delivery system, as approved by the local workforce development board and CLEOs:

_____

_____

_____

_____

Section 4. Provision of Services

A. One-Stop Services. The following services will be provided through the local one-stop delivery system:
    1. Business Services:
        a. Make labor exchange activities and labor market information available to local employers.
        b. Develop relationships and networks with large and small employers and their intermediaries.
        c. Develop, convene, or implement industry/sector partnerships.
        d. Provide appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system.
    2. Job Seeker Services:
        a. Provide basic career services, including:
            1. Determinations of whether the individual is eligible to receive assistance;
            2. Outreach, intake, and orientation;
            3. Opportunity for individuals to apply for TANF assistance and non-assistance benefits and services;
            4. Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs;
            5. Labor exchange services, including job search and placement assistance, including career counseling as specified in 20 CFR 678.430(a)(4);
            6. Referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
            7. Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
                a. Job vacancy listings in labor market areas;
                b. Information on job skills necessary to obtain the vacant jobs listed; and
                c. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
            8. Performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;
            9. Information about how the local area is performing on local performance accountability measures;
            10. Information about the availability of supportive services or assistance and appropriate referrals to such, including: childcare; child support; medical or child health assistance available through the state's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under TANF, and other supportive services and transportation provided through that program;

11. Information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation; and
12. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

b. Provide individualized career services, including:
    1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers;
    2. Development of an individual employment plan;
    3. Group and/or individual counseling;
    4. Career planning;
    5. Short-term pre-vocational services;
    6. Internships and work experiences that are linked to careers;
    7. Workforce preparation activities;
    8. Financial literacy services;
    9. Out-of-area job search assistance and relocation assistance; and
    10. English language acquisition and integrated education and training programs.
    11. Provide follow-up services, as appropriate, including counseling regarding the workplace, for participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment.
    12. Provide employment services and related support being provided by the TANF program that qualify as career services.

c. Training Services:
    1. Occupational skills training, including training for non-traditional employment;
    2. On-the-job training;
    3. Incumbent worker training;
    4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
    5. Training programs operated by the private sector;
    6. Skills upgrading and retraining;
    7. Entrepreneurial training;
    8. Transitional jobs;
    9. Job readiness training;
    10. Adult education and literacy activities;
    11. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

d. Youth Services:
    1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized post-secondary credential;
    2. Alternative secondary school services, or dropout recovery services, as appropriate;
    3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience;
    4. Occupational skill training;

5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
7. Supportive services;
8. Adult mentoring;
9. Follow-up services;
10. Comprehensive guidance and counseling;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area; and
14. Activities that help youth prepare for and transition to postsecondary education and training.

3. Access to programs and activities carried out by one-stop partners listed in 20 CFR §§ 678.400 through 678.410, including the Employment Service program authorized under the Wagner-Peyser Act, as amended by WIOA title III (Wagner-Peyser Act Employment Service program).

B. Access to Services. The Parties will make their program services accessible to job seekers, whether they are physically housed within a career center or provided virtually through the one-stop delivery system by:
   1. Exchanging participant's eligibility requirements for their workforce funding streams, identifying their program career services, and designating services and activities that may be appropriate for integration into the one-stop delivery system.
   2. Jointly developing and participating in cross-training of frontline staff to assure an understanding of the activities, support services, and constraints applicable to joint partner workforce funding streams.
   3. Coordinating outreach and recruitment through links on each other's websites.

C. Coordinating Services. The Parties shall coordinate and deliver program services (including workforce services) as appropriate through the one-stop delivery system by:
   1. Seeking opportunities to share resources and reduce duplication of activities to streamline services for customers and improve frontline staff efficiency such as co-locating in a comprehensive or affiliate one-stop location site and by establishing direct linkages through technology as provided in 20 CFR 678.305(d).
   2. Working together on enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
   3. Promoting continuous improvement through the coordination of staff training to provide frontline staff with information and knowledge regarding each other's services.
   4. Participating in the one-stop delivery system consistent with the terms of this MOU and the requirements of federal and state laws authorizing the program or activities and any related grant agreements.

D. Cross Referral. The Parties will implement policies and procedures that encourage the referral of customers to each other as appropriate by:
    1. Reviewing their individual program policies, procedures, and processes to align them to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.
    2. Using established methods for follow-up and reporting to each other on the services provided to the customer and the outcomes obtained.
    3. If applicable, additional information on cross-referral policies and procedures is outlined in Attachment: N/A

E. Information Sharing. The Parties agree that the collection, use, and disclosure of participant records, including, but not limited to, customers' personally identifiable information (PII), is subject to various requirements set forth in federal and state privacy laws. Partner acknowledges that the execution of this MOU, by itself, does not function to satisfy all of these requirements. The Parties agree to comply with the following, as applicable: 29 CFR 38.41, governing the collection and maintenance of equal opportunity data and other information; 20 USC 1232g and 34 CFR Part 99 (the Family Educational Rights and Privacy Act and implementing regulations); 34 CFR 361.38 (Vocational Rehabilitation and Blind Services confidentiality regulations); and 20 CFR Part 603 (regulations governing confidentiality and disclosure of state unemployment compensation information).

F. Each Party will train its staff in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.

G. Accessibility. The Parties will ensure access for workers, youth, and individuals with barriers to employment, including the use of technological tools, in each of the one-stop centers and affiliate locations. The Parties will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds. Job seekers and businesses must be able to access all information relevant to them via visits to One-Stop centers as well as through electronic means and direct linkages to workforce partner programs. The Parties will provide reasonable accommodations for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act. Assistive technology, accessible formats, and language translation services will be made available and used as needed. The local workforce development board will either collocate WIOA youth program staff at One-Stop centers and/or ensure One-Stop centers and staff are trained to serve youth and equipped to advise youth to increase youth access to services and connect youth to the program that best aligns with their needs.

Section 5. Funding of Infrastructure and Operating Costs

Costs of the infrastructure of the One-Stop career centers will be funded in accordance with **Attachment 1 – Infrastructure Funding Agreement**, incorporated herein by reference. As required by 20 CFR 678.755, the Parties agree that the infrastructure and shared services budget will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the one-stop center and relative benefit received, and that complies with 2 CFR part 200.

Section 6. Term

This MOU is effective upon the date of the last required signature, or July 1, 2026, whichever is later, through June 30, 2029, unless the MOU is terminated by either Party in accordance with the terms set forth herein.

Section 7. Modification and Renewal

A. This MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services.
B. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of CS Suncoast, one-stop partners, and chief elected officials, or one-stop infrastructure funding.
C. This MOU may be amended or modified by mutual consent of the Parties, by the issuance of a written amendment executed by the Parties.
D. The Parties may choose to include, via addendum to this MOU, other provisions that are consistent with WIOA title I, the authorizing statutes, and regulations of one-stop partner programs, and the WIOA regulations.

Section 8. Termination

A. Either Party may terminate this MOU for convenience by giving 30 days' written notice pursuant to Section 9 (Notice).

B. In the event of termination, the Parties will convene within 60 days to renegotiate a mutually acceptable replacement MOU, if required by law to do so.

Section 9. Notice

A. All notices required to be given to CS Suncoast under this MOU shall be sufficient when emailed, hand-delivered, or mailed to CS Suncoast at its office located at 3660 N Washington Blvd, Sarasota FL, 34234, addressed to the President/CEO.

B. All notices required to be given to Partner under this MOU shall be sufficient when emailed, hand-delivered, or mailed to Partner at its office located at 1400 1st Avenue, Palmetto, FL 34221.

Section 10. Nondiscrimination

The Parties agree to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any program or activity relating to the operation of the one-stop delivery system because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

Section 11. Confidentiality

The Parties agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information, including, but not limited to: 20 CFR part 603, 45 CFR 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38. Each Party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information ("PII") and other confidential/exempt information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, any required data sharing agreements will be created and required confidentiality, and ethical certifications will be signed by authorized individuals.

Section 12. Dispute Resolution

If an issue arises involving this MOU, Parties will make every effort to reach a resolution in a timely and efficient manner. Any party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of the local workforce development board and the Director of the partner agency. A joint decision will be issued within sixty (60) calendar days of receipt. A partner that is dissatisfied with the decision may file the dispute with the Florida Department of Commerce ("FloridaCommerce") and the Florida Department of Education ("DOE") for resolution. FloridaCommerce and DOE may remand the issue back to the Executive Director of the local area and to the director of the partner agency or impose other remedies to resolve the issue.

**The Remainder of This Page is Intentionally Left Blank*

Section 13. Signatures

IN WITNESS WHEREOF, Partner and CareerSource Suncoast have caused this MOU to be duly executed as of the date set forth below.

The MOU must contain the signatures of the Chief Local Elected Official(s). The MOU must be updated at least once every three years and included in the local board's WIOA Workforce Services' plan.

Approved by:

CareerSource Suncoast

Name: Joshua Matlock

Signature: _____

Title: President/CEO

Date: _____

Approved by Partner:

School District of Manatee County

Name: Dr. Laurie Breslin

Signature: _____

Title: Superintendent

Date: _____

Approved by Chief Local Elected Official-

Manatee County:

Name: Tal Siddique

Signature: _____

Title: Manatee County Commissioner

Date: _____

Approved by Chief Local Elected Official

Sarasota County:

Name: Teresa Mast

Signature: _____

Title: Sarasota County Commissioner

Date: _____

ATTACHMENT I – INFRASTRUCTURE FUNDING AGREEMENT

I. Purpose

The Workforce Innovation & Opportunity Act (WIOA) is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its American Job Center (AJC) One-Stop customer delivery system. The AJC One-Stop system assures coordination between the activities authorized in and linked to the Act.

WIOA requires Local Workforce Development Boards (LWDB) to develop and finalize Infrastructure Funding Agreements (IFA) with all required partners that carry out their programs in the local area.

The purpose of this agreement is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the AJC One-Stop customer delivery system. The Parties to this Infrastructure Agreement (IFA) agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
- Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs, and
- Ensures that costs are appropriately shared by determining contributions based on the proportionate use of the One-Stop centers and relative benefits received and requiring that all funds be spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this One-Stop operating budget as the master budget necessary to maintain the high standard One-Stop delivery system. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA)),
- Career services, and
- Shared services.

All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received and will be reconciled on a quarterly basis. The One-Stop operating budget is transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiated in good faith and sought to establish outcomes that are reasonable and fair.

II. Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the One-Stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint goals, strategies, and performance measures,
- The use of common and/or linked data management systems and data sharing methods, as appropriate
- Leveraging of resources including other public agency and non-profit organization services.
- Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- Participation in scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

III. One-Stop Operating Budget

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating cost of the One-Stop Centers. The Local Workforce Development Board based the budget on all costs associated with operating the America Job Center.

CareerSource Suncoast		
One Stop Operating Budget		
Infrastructure Funding Agreement Budget		
Comprehensive American Job Center		
North Sarasota County Career Center		
3660 North Washington Blvd		
Sarasota, FL		
Description	**Estimated IFA Budget**	
Infrastructure Costs:		
Office Rent includes Utilities & Bldg Maintenance	$288,137	
Copier Usage and Maintenance for Clients	$1,920	
Internet, Phone, Fax	$18,168	
Kiosk Software	$828	
Website Maintenance	$5,370	
Microsoft Defender and Enterprise Mobility	$9,206	
WIFI	$200	
Phones (Ring Central)	$8,887	
Total Infrastructure Costs		**$332,716**
Additional Services:		
IT Services - Crosswalk Maintenance	$2,419	
Total Additional Services		**$2,419**
Total One Stop Operating Budget		**$335,135**
FTEs Supporting the American Job Center (as of July 2025)		**38**
Cost per FTE = $283,990/32 FTEs (as of July 2026)		**$8,819**
Direct Linkage/Virtual Presence = 0.1 x Cost per FTE (as of July 2025)		**$882**

IV. Cost Allocation Methodology

All required Partners have agreed to provide access to their programs in the comprehensive One-Stop Career Center and contribute to the infrastructure costs. Partners will have staff co-located in the Center (on a full or part-time basis) or will provide access via direct linkage as outlined in Attachment A (Partner On-site Representation Schedule} and will fund operating costs based on a percentage of the partner's annual FTE. (All costs included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and will be reconciled on a quarterly basis.)

Required partners who have elected not to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with partner program staff to access services. Cross-trained front desk and other physically co-located staff can assist in providing information and referrals to the direct-linkage partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.1 FTE or 4 hours per week (1 FTE is equivalent to 40 hours/week).

The LWDB selected the cost allocation bases to determine overall Partner contributions. This was done in an effort:

a) To remedy the imbalance of non-physically represented Partners, and

b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the AJC and relative benefits received.

As outlined in the MOU, the costs of the infrastructure of AJC One-Stop Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

V. PARTNER CONTRIBUTION (Based on all costs associated with the operation of the American Job Center)

Below is the contribution cost determination:

Estimated Cost per FTE	Estimated Infrastructure Costs Total Partner FTE _____/_____=_____
Partner Physical Presence Contribution (*partners who elected to have their representatives in the One-Stop on a FT or PT basis to serve customers)*	1 FTE x Estimated Cost per FTE 1 FTE x $8,819 = $8,819 (**1 FTE represents 40 hours/week commitment)**
Partner Direct Linkage/Visual Presence Contribution *(Partner who elects not to have their representative in the one-stop but offer a technology option to serve customers.)*	Minimum of 0.1 FTE or 4 hours per week 0.1 FTE x $8,819 = $882 **(0.1 FTE represents 4 hours/week commitment)**

FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional costs of operating a local One-Stop delivery system (i.e., partner's program or administrative funds) may differ depending upon the partners' program's authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. (Copy of the TEGL 17- 16: Infrastructure Funding of the One-Stop Delivery System can be found at: TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 17-16 | U.S. Department of Labor (dol.gov).

Types. Funding for infrastructure costs and additional costs may be in the form of:

(1) CASH, NON-CASH and THIRD-PARTY IN-KIND CONTRIBUTIONS*
(2) Funding from philanthropic organizations or other private entities; or
(3) Other alternative financing options (described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some partner programs may have statutory or regulatory prohibitions against using certain types of these contributions or on how the program may treat these contributions for fiscal accountability purposes under the respective program's requirements.

- **Cash**
  Cash funds provided to the Local WDB or its designee by one-stop Partners, either directly or by an interagency transfer, or by a third party.
- **Non-Cash**
  - Expenditures incurred by one-stop Partners on behalf of the one-stop center; and
  - Non-cash contributions or goods or services contributed by a Partner program and used by the One-Stop center.
  - The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.
- **Third-party In-kind**
  - Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-- one-stop Partner to:
  - Support the One-Stop Center in general; or
  - Support the proportionate share of One-Stop infrastructure costs of a specific partner.
  -

[20 CFR 678.720; 20 CFR 678.760; 34 CFR 361.720; 34 CFR 361.760; 34 CFR; 463.720; and 34 CFR 463.760]

Sources: The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the partner program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner programs' requirements.

VI. Cost Reconciliation

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the partner program that is contributing the funding.

The Partner agrees to submit Infrastructure Funding agreement reports on a quarterly basis for the LWDB (CSS) to complete a reconciliation of budgeted and actual costs and updates of the allocation basis.

All Parties agree that a bi-annual reconciliation of budgeted and actual costs and update of the allocation basis will be provided for the review.

The LWDB will submit invoices (if applicable) to the Partners and send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget to the LWDB in writing. The LWDB will review the disputed cost items and respond accordingly to the Partner. When necessary, the LWDB will revise the invoice and the adjusted budget upon resolution of the dispute.

One-Stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OSCC, including, but not limited to: Rental of the facilities; Utilities and maintenance; Equipment, including assessment-related products and assistive technology for individuals with disabilities; and, Technology to facilitate access to the One-Stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the One-Stop center (WIOA sec.121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the One-Stop center. Such costs would include service contracts with vendors or contractors, equipment, and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of partner programs or their subrecipients, as described in 2 CFR 200.430-200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the One-Stop center as a whole would be personnel

costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that One-Stop center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the One-Stop Career Center (OSCC) or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

VII. Term

The Term of this IFA shall commence on July 1, 2026 or the date last executed by both parties, whichever is later, through June 30, 2029 . The IFA will be reviewed bi-annually for any cost fluctuations when determining subsequent years' proportionate cost share.

This IFA may be terminated for convenience at any time by either party upon thirty (30) days written notice. Neither this IFA nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VII. Amendments and Modifications

Neither this IFA nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified, return receipt requests, U. S. Mail.

IX. Merger

This IFA constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations, or covenants not herein expressed shall be binding upon the parties.

X. Third Party Beneficiary

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 IFA. None of the Parties intend to directly or substantially benefit a third party by this IFA. The Parties agree that there are no third-party beneficiaries to this /FA and that no third party shall be entitled to assert a claim against any of the Parties based upon this IFA.

XI. Governance

The accountability and responsibility for the One-Stop career center system's organizational activity and accomplishments will rest with CSS. Pursuant to the Act CareerSource shall conduct oversight with respect to the One-Stop delivery system. Any dispute concerning this IFA will be resolved in accordance with CSS.

XII. Dispute Resolution

If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource Suncoast and the Director of the Partner organization. A joint decision shall be issued within sixty calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Education to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource Suncoast and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

XII. Signatures

IN WITNESS WHEREOF, Partner and CSS have caused this Memorandum of Understanding to be duly executed as of the date set forth below.

LWDB: CareerSource Suncoast

Name: Joshua Matlock

Title: President/CEO

Signature: _____

Date: _____

Partner Agency: School District of Manatee County

Name: Dr. Laurie Breslin

Title: Superintendent

Signature: _____

Date: _____

Chief Local Elected Officials

Manatee Board of County Commissioners

Name: _____

Title: Manatee County Commissioner

Signature: _____

Date: _____

Sarasota Board of County Commissioners

Name: _____

Title: Sarasota County Commissioner

Signature: _____

Date: _____

ATTACHMENT A

Partner On-Site Representation Schedule					$335,135	
					estimated	
Required Partners	Governance	Local Grantee	# of Staff	% of Total FTEs	Partner Contribution	Physical or Virual Presence
WIOA, TANF, SNAP RESEA	DOL & HHS	CSS	27.00	71.05%	$238,122	Physical
Wagner Peyser	DOL	CSS	6.00	15.79%	$52,916	Physical
Veteran Program	DOL	CSS	3.00	7.89%	$26,458	Physical
TAA	DOL	CSS	0.00	0.00%	$0	Physical
Senior Community Employment Prog	DOL	AARP-Man/Sara	0.10	0.26%	$882	Virtual
Adult Ed & Literacy - GED	DOE	SCSB	1.00	2.63%	$8,819	Physical
Adult Ed & Literacy - GED	DOE	MCSB	0.10	0.26%	$882	Virtual
Migrant Seasonal Farmworker Jobs Prog	DOL/DOE	MCSB	0.10	0.26%	$882	Virtual
Vocational Rehabilitation	DOE	VR	0.10	0.26%	$882	Virtual
Division of Blind Services	DOE	FL Div BS	0.10	0.26%	$882	Virtual
Job Corp	DOL	JC Pinellas CO	0.10	0.26%	$882	Virtual
CSBG	HHS	SC Health & Human Svcs	0.10	0.26%	$882	Virtual
CSBG	HHS	Step-Up Suncoast	0.10	0.26%	$882	Virtual
Dept Housing & Urban Development	HUD	MC Housing Authority	0.10	0.26%	$882	Virtual
Dept Housing & Urban Development	HUD	SC Housing Authority	0.10	0.26%	$882	Virtual
Totals			**38.00**	**100.00%**	**$335,135**	

The remainder of this page intentionally left blank

AGENDA ITEM NO. 9.4

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and YMCA of Southwest Florida Inc., to Provide Before-School and/or After-School Programs for Middle School Students During the 2026-2027 School Year (No Financial Impact)

Executive Summary
YMCA of Southwest Florida Inc., will provide before-school and/or after-school programs, for middle school students attending the following schools: Braden River Middle School, Buffalo Creek Middle School, Haile Middle School, Louise R. Johnson K -8 School of International Studies, King Middle School, Lee Middle School, Dr. Mona Jain Middle School, Palm View K-8, Nolan Middle School, and Sugg Middle School (at the Bradenton Branch of the YMCA). The YMCA agrees to provide these services to all students attending the school in which a program is located, provided appropriate fees are paid and scholarships are made available to needy students. A student participation fee, not to exceed $1,100.00 annually, per participant, shall apply at each site.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and YMCA of Southwest Florida Inc., to provide before-school and/or after-school programs for middle school students during the 2026-2027 school year (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Middle School and K-8
Initiated By: Dr. Charles Fradley

Attachments:
26-27 YDASH

YMCA OF SOUTHWEST FLORIDA INC., AND
THE SCHOOL BOARD OF MANATEE COUNTY

MIDDLE SCHOOL SERVICES
2026-2027

This Memorandum of Agreement is entered into between YMCA OF SOUTHWEST FLORIDA INC., 200 Nokomis Ave. Venice, Florida, hereinafter referred to as "The Provider, or YMCA" and THE SCHOOL BOARD OF MANATEE COUNTY, hereinafter referred to as "The Board."

That this Agreement will only take effect during times that the School District of Manatee County operates student learning in traditional brick and mortar schools.

In addition, only employees of the School District of Manatee County may administer and participate in the program that takes place on school grounds unless otherwise modified or amended in writing. The provider may staff and administer their own program offsite, provided they comply with the safety procedures enumerated above.

I. **The Provider agrees:**

A To provide a before- and/or after-school care program, for middle school students attending the following middle schools: **Braden River, Buffalo Creek, Haile, Johnson K8, King, Lee, Lincoln, Mona Jain, Palm View K8, Nolan, and Sugg (at Bradenton Branch).**

B. To provide middle school programs beginning **August 10, 2026,** and ending on **May 27, 2027.**

C. To operate before and after school programs. The specific time of operation shall be determined in collaboration with each school principal. At a minimum, the program will run on regular school attendance days.

D. To charge a student participation fee not to exceed $1,100.00 annually and provide these services to all students attending the school in which a program is located, provided appropriate fees are paid and scholarships are made available to needy students. Please refer to Appendix A defining student participation fee.

E. Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. The Provider will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Board shall receive notice of insurance lapse at least 30 days prior to termination of coverage.

F. To provide a site coordinator for each program who will be responsible for the overall supervision and management of the total operation of the program at each designated school.

G. To repair or replace, in the event of loss or damage to The Board's equipment, materials or facilities due to The Provider's use to the satisfaction of the board.

H. To the extent permitted by law, to indemnify and save and hold harmless the School Board of Manatee County, including its employees, agents and representatives, and to accept all liability arising out of or resulting from any accident, illness, sickness and personal injuries including death, occurring to persons on school premises and property damage to school premises and to property of others during the time of rental, except when such accident, illness, sickness, damage, personal injury, or death is caused by the negligence or fault of The Board, or its agents or employees. The Provider agrees to reimburse The Board for any expenses The Board may incur in defending any such claim that may result from The Provider's use of the facilities, including attorney's fees costs, and payment of any settlement or judgment.

I. The parties acknowledge and agree that the School Board, as political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

J. To reimburse the school for additional cost associated with running the program during non-school attendance days.

K. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 FloridaStatutes. et. seq. and Section 119.01 Florida Statutes. et. seq. Provider hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the termsof this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W. Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

L. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and LocalStatutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

II. The Board Agrees:

A. To waive the facility usage fees for operation of middle school programs at the designated schools for the thirty-six weeks schools are in session. These programs will be in operation on student attendance days.

B. To provide suitable space for the programs as designated by the school principal.

C. To provide general maintenance and cleaning of the program space, including refuse removal.

D. A means for emergency communication when the school office is closed.

III. Miscellaneous

A. This agreement will remain in effect for the **2026-2027** school year unless terminated by either party by giving written notice to the other party that the agreement will terminate 60 days from receipt of the said notice.

B. The school principal will serve as the point of contact for resolving program concerns.

C. This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

D. The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

E. Provider and their employees will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies,

IV. Compliance with Jessica Lunsforel Act

Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening requirements as described in Section 1012.32 Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failureto comply with this requirement.

V. Sovereign Immunity: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity,and all defenses relative to sovereign immunity shall be preserved.

VI. Employment Eligibility Verification ("E-VERIFY"):

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January I, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. The Contracted Site agrees to execute the attached E-Verify fonn annexed to this agreement.

VII. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter.This agreement may be executed in one or more counterparts, each of which will be deemed anoriginal and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unlessin writing and signed by both pa1ties. Notice is by writing sent certified mail. In the event of conflict, the terms of this agreement shall govern.

Appendix A: supporting Point 1 D.

YMCA of Southwest Florida YDASH Program Fees:

	Bank drafted
Monthly program fee per student	$110.00

No annual student participation fee should exceed $1,100 for the school period stated in contract.

No student is turned away due to an inability pay. As of 05/01/2026, there were 52 students on scholarship out of total 502 registered participants.

YDASH, also referred to as before and/or after school care program for middle school students, is offered for a 10-month period.

[The Remainder of this page must intentionally be left blank]

SCHOOL BOARD OF MANATEE COUNTY

Dr. Laurie Breslin, Superintendent Date

Cindy Spray, Board Chair Date

Approved as to Form

General Counsel Date

YMCA OF SOUTHWEST FLORIDA INC.

John Campbell (Jun 4, 2026 17:51:52 EDT) Jun 4, 2026

Authorized Signatory Date

E-Verify Number 164368

AGENDA ITEM NO. 9.5

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Manatee Memorial Hospital, Limited Partnership dba Lakewood Ranch Medical Center and Manatee Memorial Hospital for Clinical Experience for Manatee Technical College (MTC) Health Science Programs for the 2026-2029 School Years (No Financial Impact)

Executive Summary
The School Board has, over the years, contracted with providers for clinical experience and/or on-the-job training for district students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

A copy of the agreement is attached for review.

Clinical Providers for Health Science Programs: Manatee Memorial Hospital, Limited Partnership dba Lakewood Ranch Medical Center and Manatee Memorial Hospital-Ryan Chandler-Group VP.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Manatee Memorial Hospital, limited partnership d/b/a Lakewood Ranch Medical Center and Manatee Memorial Hospital for clinical experience for Manatee Technical College (MTC) Health Science programs for the 2026-2029 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Clinical Experience Agreement with Manatee Memorial Hospital dba Lakewood Ranch Center

Amendment to the Education Affiliation Agreement
By and between Manatee Memorial Hospital, L.P.
And
The School Board of Manatee County d/b/a Manatee Technical College

This Amendment ("Amendment") is made effective as of July 3, 2026 ("Effective Date") between Manatee Memorial Hospital, L.P. (hereinafter referred to as "Facility") and The School Board of Manatee County d/b/a Manatee Technical College (hereinafter referred to as "College").

WHEREAS, the parties have entered into an Education Affiliation Agreement dated July 3, 2023 ("Agreement").

WHEREAS, the parties wish to amend the Agreement, as provided herein:

NOW, THEREFORE, for and in consideration of the recitals above, the parties agree to be legally bound as follows:

1. The Term of the Agreement is extended for an additional thirty-six (36) months, expiring on July 2, 2029.

2. The Vendor Affidavit Regarding the Use of Coercion for Labor and Services is included in the Agreement and attached as Exhibit A.

3. The School District of Manatee County Rider to Agreement included in the Agreement is hereby deleted and replaced in its entirety with the attached School District of Manatee County Rider to Agreement.

Except as modified by the terms of this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date last signed below.

College	**Facility**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name: Ryan Chandler
Title:_____	Title: Group V.P.
Date:_____	Date:_____

SCHOOL DISTRICT OF MANATEE COUNTY
Rider to Agreement

1. CONFLICTING TERMS: In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this rider shall control.

2. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement

3. **INDEMNIFICATION:** Hospital agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Hospital, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School the election to immediately terminate this agreement.

4. SOVEREIGN IMMUNITY: The parties acknowledge and agree that the School, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

5. CONFIDENTIALITY: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

ACCESS TO AND RETENTION OF DOCUMENTATION: Subject to the confidentiality provisions of the Agreement, the School, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Affiliating Site which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of three (3) School fiscal years after completion or termination of this Agreement.

6. COMPLIANCE WITH THE PUBLIC RECORDS ACT: By entering into this Agreement, Hospital acknowledges that the portion of its books and records related to this Agreement may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliating Site is performing services on behalf of School, to the extent applicable, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from School's custodian of public records (identified below), provide 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, Florida Statutes, or as otherwise provided by law.

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

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

CUSTODIAN OF PUBLIC RECORDS: IF THE HOSPITAL HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES,

TO THE HOSPITAL S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM OF UNDERSTANDING, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PUBLIC RECORDS CUSTODIAN 215 MANATEE AVENUE W. BRADENTON, FLORIDA, 34205 (941) 708-8770 PUBLICRECORDS@MANATEESCHOOLS.NET

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____
Superintendent, School District of Manatee County

Date_____ By: _____
Chair, School Board of Manatee County

Date_____ By: _____
General Counsel

HOSPITAL

Date 5/26/2026 | 10:53 PDT By: Signed by: Ryan Chandler 24FA2AAE88B9486...
(Affiliating Site Authorized Signature)

Name Ryan Chandler

Title: Group V.P.

Docusign Envelope ID: 9FBC08D7-BE0C-8706-81DB-B728B2D70447

EXHIBIT A

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Manatee Memorial Hospital, L.P.

Address: 206nd St E, Bradenton, FL 34208

Phone Number: (941) 746-5111

Authorized Representative's Name: Ryan Chandler

Authorized Representative's Title: Group Vice President

Email Address: Ryan.Chandler@uhsinc.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School District of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signed by:
Ryan Chandler 5/26/2026 | 10:53 PDT
24FA2AAE88B9486...
Signature of Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/26/2026

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER
Marsh USA LLC
30 South 17th Street
Philadelphia, PA 19103
Attn: Healthcare.AccountsCSS@marsh.com Fax: 212 948-1307

MANAT AWGH

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER B : AIU Insurance Company	19399
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MANATEE MEMORIAL HOSPITAL
C/O UHS OF DELAWARE, INC.
367 GULPH ROAD
KING OF PRUSSIA, PA 19406

COVERAGES **CERTIFICATE NUMBER:** CLE-005754656-45 **REVISION NUMBER:** 13

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			6890150 (AOS)	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X ANY AUTO			6890151 (MA)	03/01/2026	03/01/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			028179287 (AOS)	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N / A		028179289 (OR)	03/01/2026	03/01/2027	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			028179288 (MA & WI)	03/01/2026	03/01/2027	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY: MANATEE MEMORIAL HOSPITAL IS SELF INSURED FOR $1,000,000 EACH AND EVERY OCCURRENCE FOR 03/01/26 - 03/01/27.
HOSPITAL PROFESSIONAL LIABILITY: MANATEE MEMORIAL HOSPITAL IS SELF INSURED FOR $3,000,000 EACH AND EVERY OCCURRENCE FOR 03/01/26 - 03/01/27.
COVERAGES EVIDENCED ABOVE INCLUDES EMPLOYEES AND OPERATIONS OF PHARMACY DEPARTMENT.

CERTIFICATE HOLDER

MANATEE MEMORIAL HOSPITAL
206 SECOND STREET
BRADENTON, FL 34208

CANCELLATION

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

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/26/2026

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER
Marsh USA LLC
30 South 17th Street
Philadelphia, PA 19103
Attn: Healthcare.AccountsCSS@marsh.com Fax: 212 948-1307

LAKEW AWGH

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER B : AIU Insurance Company	19399
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LAKEWOOD RANCH MEDICAL CENTER
C/O UHS OF DELAWARE, INC.
367 S. GULPH ROAD
KING OF PRUSSIA, PA 19406

COVERAGES **CERTIFICATE NUMBER:** CLE-006030838-40 **REVISION NUMBER:** 12

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			6890150 (AOS)	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X ANY AUTO			6890151 (MA)	03/01/2026	03/01/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			028179287 (AOS)	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N / A		028179289 (OR)	03/01/2026	03/01/2027	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			028179288 (MA & WI)	03/01/2026	03/01/2027	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY: THE ABOVE REFERENCED INSURED IS SELF INSURED FOR $3,000,000 EACH AND EVERY OCCURRENCE FOR 03/01/26 - 03/01/27.
HOSPITAL PROFESSIONAL LIABILITY: THE ABOVE REFERENCED INSURED IS SELF INSURED FOR $5,000,000 EACH AND EVERY OCCURRENCE FOR 03/01/26 - 03/01/27.
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

LAKEWOOD RANCH MEDICAL CENTER
C/O UHS OF DELAWARE, INC.
367 S. GULPH RD
KING OF PRUSSIA, PA 19406

CANCELLATION

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

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

THIS AGREEMENT is made and entered into as of the date of last signature below by and between The School Board of Manatee County d/b/a Manatee Technical College ("College") and Manatee Memorial Hospital, Limited Partnership d/b/a Lakewood Ranch Medical Center and Manatee Memorial Hospital ("Facility").

RECITALS

WHEREAS, College desires to provide appropriate clinical learning experiences to its Students in its clinical programs ("Students");

WHEREAS, the parties mutually desire to advance Student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities

A. Assignment of Students. Students subject to this Agreement are assigned to Facility by College for the purpose of developing the Student's clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).

B. Schedule of Assignments. Prior to the initiation of any program for Students, the College shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students' clinical education experience. The Facility and College shall jointly plan the schedule of Student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.

C. Designated Representative. The Facility and College shall each appoint a designated representative to coordinate the clinical education experience, and to work with the College's instructors and Students to facilitate a meaningful experience.

D. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience.

Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.
http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

F. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

G. Relationships Between Facility, College and Students.

1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and College shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between College and Facility.

2. Students. The parties acknowledge that the Students of the College are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the College are not to be considered employees of either the College or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. Right to Withdraw Student from Program.

1. By College. College may withdraw a Student from the program at any time, upon written notice to the Facility.

2. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a Student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the College of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the College after reviewing the matter and considering whatever factual information the Facility provides for the College; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

I. Inspection of Records. In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, College, Facility, third party payors, the Secretary of Health

and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

II. College Responsibilities

A. College will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. College is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. College will notify Facility in writing of any change or proposed change in a Student's status.

B. College will assign only those Students who have satisfactorily completed those portions of College curriculum that are prerequisite to Program participation.

C. College shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will provide verification of those checks to Facility.

D. Liability Insurance. College shall, at all times during the term of this Agreement, maintain the following insurance coverage for ***its Students*** *OR* require ***each Student*** participating in the clinical learning experience to maintain and provide evidence of the following insurance coverage:

1. Professional liability insurance coverage, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and a minimum of Three Million Dollars ($3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

If College personnel will be on-site at Facility's premises, then College shall at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. Professional liability insurance coverage, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and a minimum of Three Million Dollars ($3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement;

2. Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and One

Million Dollars ($1,000,000.00) in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage;

3. Workers' Compensation and employer's liability for College's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and College shall waive its right of subrogation; and

4. Auto Liability insurance coverage.

All the above coverage amounts in this Section D. shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, College shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

College or Student shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to College for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of College's obligation to maintain such insurance.

E. Representations and Warranties.

1. College represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If College's personnel will be on site at Facility's premises, then College additionally represents that it evaluates each Student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each Student that they must provide proof of immunizations directly to the Facility; (3) has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law, and (4) has evaluated and reviewed each

person's references, when applicable. College shall provide Facility with evidence of compliance with this paragraph upon request.

2. College also represents and warrants to Facility that neither College nor any person providing services on behalf of College is a "Sanctioned Provider" meaning that neither College nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in College or any person providing services on behalf of College being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and College shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.

3. College further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in College. For purposes of the preceding sentence, the term "immediate family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).

F. Confidentiality of Patient Information (HIPAA Requirements). College shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. College shall require each Student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.

2. College further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, College, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.

3. College agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.

4. College's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.

5. Solely for the purpose of defining the Student's role in relation to the use and disclosure of Facility's protected health information, such Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Facility. College will notify each Student of his or her status and responsibilities pursuant to this Agreement.

6. Patient information is governed by HIPAA, and while it is not contemplated that the institute would receive HIPAA/Privacy Information, in the event they do, they will then agree to enter a BAA with the hospital prior to receiving any such information (e.g. to include verbal, written, video) from their participating students.

G. Confidentiality of Facility Information. College understands and agrees that in connection with this Agreement, College and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, College agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by College's duties under this Agreement and with the consent of Facility, College may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. College will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

The foregoing restrictions on use and disclosure of Confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section II G, (iii) that is known by a party prior to receipt of the information from the other party as clearly evidenced by such party's books and records, (iv) that is lawfully received by a party from a party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a party without reliance on the confidential information received as clearly evidenced by such party's books and records.

H. Publications. College will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Student must clearly reflect that neither the College nor Facility endorses the article, even where a review has been made prior to publication.

I. Health Requirements. College shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. College and the affiliating Student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned Student may have. College and/or potentially exposed Student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

J. Facility Policies, Rules, and Regulations. College shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. College will specifically cover with each Student his or her responsibility to:

1. Observe and respect all patient's rights, confidences, and dignity:

2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and

3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.

K. Indemnification. College shall indemnify and hold Facility harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by Facility as a result of any breach of this Agreement or any acts or omissions of College, its employees or agents.

L. Business Associate Agreement. College shall not have access to Facility patients' PHI and, in the event this occurs, College shall execute Facility's standard Business Associate Agreement.

M. Vaccination Status. College agrees that (a) College, Students, and/or any personnel employed by or contracted with College that will be on site at Facility under this Agreement ("College Personnel") shall be fully vaccinated or have been approved for an exemption under College's exemption policy provided that such exemption is consistent with exemptions permitted under the Centers for Medicare and Medicaid Services Interim Final Rule for Healthcare Staff Vaccination, effective as of November 5, 2021; (b) College shall track and maintain records of College Personnel vaccination/exemption status including the dates and manufacturer of doses; (c) College shall provide evidence of vaccination/exemption status to Facility on a monthly basis or as more frequently as requested by Facility (response time for Facility request shall be within 2 hours of such request if requested by a state or federal agency); (d) for College Personnel that have been exempted from being vaccinated pursuant to College policies, College shall test such College Personnel on a weekly basis, submit such results the Facility and require such College Personnel to wear a surgical mask at all times at the Facility. College

agrees to remove any College Personnel from the Facility who (i) tests positive for COVID-19, (ii) is unvaccinated and refuses to wear a surgical mask; or (iii) fails to adhere to the weekly testing requirement. Further, Facility may terminate this Agreement upon one (1) days' notice for College's breach of any of the requirements set forth in this Section II.M. College shall indemnify and hold Facility harmless from and against any and all direct and/or indirect damages, including reasonable attorney's fees, resulting from College's breach of this Section II.M.

III. Facility Responsibilities

A. Patient Care. The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.

B. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.

C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from College, for the Students in the program.

D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.

E. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the College.

F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

IV. Terms of Agreement

A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.

B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

V. Miscellaneous

A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

B. Construction. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

C. Notice. All notices, demands, requests, or other communications required to be given or sent by College or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

1. To College:

   The School Board of Manatee County
   215 Manatee Ave W
   Bradenton, FL, 34205

2. To Facility:

   Lakewood Ranch Medical Center
   8330 Lakewood Ranch Boulevard
   Lakewood Ranch, FL, 34202
   Attn: CEO

   Mantee Memorial Hospital
   206 2nd Street East
   Bradenton, FL 34208
   Attn: CEO

D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.

E. Governing Law. This Agreement shall be construed in accordance with the laws of the state in which Facility is located.

F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.

G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.

I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.

J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.

K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

L. Arbitration.

1. Agreement to Arbitrate. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in the County and State in which Facility is located, in accordance with the provisions of this Paragraph and the arbitration rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement by a single arbitrator who is selected as provided in Paragraph 2 below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of the State in which Facility is located, applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of the State in which Facility is located. Each party shall equally bear the costs of Arbitration.

2. Selection of Arbitrator. The arbitrator shall be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the rules of the AAA in effect on the date of this Agreement.

3. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties shall be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.

4. Discovery; Arbitration Hearing. Notwithstanding any AAA discovery rules to the contrary discovery shall be limited to (1) the production, by all parties to the arbitration, to the other parties thereto of all documents and electronic or computer records relevant

or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Notwithstanding any AAA rule to the contrary, the parties hereby agree that once the evidentiary hearing commences, it shall continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

Facility

By: _____

Name: Ryan Chandler

Title: Group VP

Date: July 3, 2023

College

By: Cynthia Saunders (Jun 13, 2023 11:14 EDT)

Name: Cynthia Saunders, Superintendent

Date: 06/13/2023

By: _____

Chad Choate III, Chair

Date: 06/20/2023

By: Mitchell Teitelbaum

Mitchell Teitelbaum, Esq., General Counsel

Date: 05/23/2023

SCHOOL DISTRICT OF MANATEE COUNTY
Rider to Agreement

CONFLICTING TERMS: In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this rider shall control.

INDEMNIFICATION. Affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

SOVEREIGN IMMUNITY: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768 28 of Florida Statutes No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

CONFIDENTIALITY: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008

CUSTODIAN OF PUBLIC RECORDS: IF THE AFFILIATING SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE AFFILIATING SITES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM OF UNDERSTANDING, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian 215 Manatee Avenue W Bradenton, Florida, 34205 (941) 708-8770 SD
publicrecords@manateeschools net

THE SCHOOL DISTRICT OF MANATEE COUNTY

06/13/2023
Date

By Cynthia Saunders (Jun 13, 2023 11:14 EDT)
Superintendent, School District of Manatee County

06/20/2023
Date

By:
Chair, School Board of Manatee County

05/23/2023
Date

Mitchell Teitelbaum
By:
Mitchell Teitelbaum, Esq General Counsel

Date 4/27/2023

By:
Tom Mcdougal
(Affiliating Site Authorized Signature)

Title: CEO -Acute

DIVISION OF CORPORATIONS

Fictitious Name Detail

Fictitious Name

MANATEE MEMORIAL HOSPITAL

Filing Information

Registration Number	G12000022854
Status	ACTIVE
Filed Date	03/06/2012
Expiration Date	12/31/2027
Current Owners	1
County	MANATEE
Total Pages	3
Events Filed	2
FEI/EIN Number	23-2798290

Mailing Address

206 SECOND STREET EAST
BRADENTON, FL 34208

Owner Information

MANATEE MEMORIAL HOSPITAL, L.P.
367 S. GULPH ROAD
KING OF PRUSSIA, PA 19406
FEI/EIN Number: 23-2798290
Document Number: B95000000040

Document Images

03/06/2012 -- Fictitious Name Filing View image in PDF format

12/21/2022 -- Fictitious Name Renewal Filing View image in PDF format

12/08/2017 -- Fictitious Name Renewal Filing View image in PDF format

Previous on List Next on List Return to List
Filing History
Fictitious Name Search
Submit

DIVISION OF CORPORATIONS

Fictitious Name Detail

Fictitious Name

LAKEWOOD RANCH MEDICAL CENTER

Filing Information

Registration Number	G03115900010
Status	ACTIVE
Filed Date	04/25/2003
Expiration Date	12/31/2028
Current Owners	1
County	MANATEE
Total Pages	5
Events Filed	4
FEI/EIN Number	23-2798290

Mailing Address

8330 LAKEWOOD RANCH BOULEVARD
LAKEWOOD RANCH, FL 34202

Owner Information

MANATEE MEMORIAL HOSPITAL, LIMITED PARTNERSHIP
367 SOUTH GULPH ROAD
KING OF PRUSSIA, PA 19406
FEI/EIN Number: 23-2798290
Document Number: B95000000040

Document Images

04/25/2003 -- REGISTRATION View image in PDF format

12/14/2023 -- Fictitious Name Renewal Filing View image in PDF format

11/21/2018 -- Fictitious Name Renewal Filing View image in PDF format

07/11/2013 -- Fictitious Name Renewal Filing View image in PDF format

06/23/2008 -- RENEWAL View image in PDF format

Detail by FEI/EIN Number

Foreign Limited Partnership
MANATEE MEMORIAL HOSPITAL, LIMITED PARTNERSHIP

Cross Reference Name

MANATEE MEMORIAL HOSPITAL, L.P.

Filing Information

Document Number	B95000000040
FEI/EIN Number	23-2798290
Date Filed	02/06/1995
State	DE
Status	ACTIVE
Last Event	LP AMENDMENT
Event Date Filed	02/05/2010
Event Effective Date	NONE

Principal Address

206 SECOND STREET EAST
BRADENTON, FL 34208

Changed: 04/13/2009

Mailing Address

206 SECOND STREET EAST
BRADENTON, FL 34208

Changed: 02/23/2018

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 01/31/2017

Address Changed: 01/31/2017

General Partner Detail

Name & Address

WELLINGTON REGIONAL MEDICAL CENTER, INC.
367 SOUTH GULPH ROAD
KING OF PRUSSIA, PA 19406

Annual Reports

Report Year	Filed Date
2023	04/05/2023
2024	04/29/2024
2025	04/09/2025

Document Images

04/09/2025 -- ANNUAL REPORT	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
04/19/2022 -- ANNUAL REPORT	View image in PDF format
04/16/2021 -- ANNUAL REPORT	View image in PDF format
04/03/2020 -- ANNUAL REPORT	View image in PDF format
04/12/2019 -- ANNUAL REPORT	View image in PDF format
02/23/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- Reg. Agent Change	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/07/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
02/05/2010 -- LP Amendment	View image in PDF format
04/13/2009 -- ANNUAL REPORT	View image in PDF format
03/03/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
02/03/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
01/16/2004 -- ANNUAL REPORT	View image in PDF format
01/15/2003 -- ANNUAL REPORT	View image in PDF format
02/13/2002 -- ANNUAL REPORT	View image in PDF format
03/02/2001 -- ANNUAL REPORT	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
12/30/1998 -- ANNUAL REPORT	View image in PDF format
12/30/1998 -- Contribution Change	View image in PDF format
12/15/1997 -- ANNUAL REPORT	View image in PDF format
02/13/1997 -- ANNUAL REPORT	View image in PDF format
02/06/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

AGENDA ITEM NO. 9.6

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Advanced Dental Cosmetic Center, P.A. for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2026-2029 School Years (No Financial Impact)

Executive Summary
The School District has, over the years, contracted with providers for clinical experience and/or on-the-job training for district students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

The previous contract ends 6/30/26 and new contract begins 7/1/26.

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Advanced Dental Cosmetic Center, P.A.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Advanced Dental Cosmetic Center, P.A. for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2026-2029 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Clinical Experience Agreement with Advanced Dental Cosmetic Center, PA, Board Date 06.23.2026

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with ADVANCED DENTAL COSMETIC CENTER, PA

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and ADVANCED DENTAL COSMETIC CENTER, PA a Florida profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Affiliate and District hereby agree as follows:

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with

applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

7. **INSURANCE:** During the term of this Agreement and any extension thereof, District shall maintain, at its own cost and expense, professional liability insurance for all assigned students with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, District agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement.

   Affiliate shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that Affiliate and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to District annually unless requested earlier. Affiliate shall give District thirty (30) days prior written notice to the extent Affiliate has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify District. In the event that Affiliate maintains claims-made coverage, and Affiliate's coverage is terminated within three (3) years of the date on which District ceases to participate or have Students participate in the Experience or District employees facilitate participation in the Experience pursuant to this Agreement, Affiliate Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which District, any Student or any District employee participated or facilitated in the Experience, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Agreement shall constitute a material default and the Agreement may be terminated by District.

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**
   A. Term and Extension: This Agreement shall be in effect for a period of three school

years commencing on the date of execution by all parties and terminating on June 30, 2029. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2029.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

B. Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a charter school, this Agreement may be cancelled by District upon thirty days written notice and District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

E. Governing Law: This Agreement will be governed by the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their

employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in

District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

   i. Keep and maintain public records required by District to perform pursuant to the Agreement.

   ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. 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 term and following completion of the Agreement if Affiliate does not transfer the records to District.

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

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

R. Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Affiliate will in no way be a cause for relief from responsibility. Affiliate shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Affiliate must not be in violation of any zoning or

other ordinances in the performance of this Agreement.

S. Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

T. Tax Exemptions: When purchasing directly from a supplier, District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

X. Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

Y. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, ADVANCED DENTAL COSMETIC CENTER, PA and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date Apr 28, 2026 By: _____

(Affiliate Authorized Signature)

Title: OWNER / DENTIST
CLINICAL DIRECTOR

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

In the event a Student is exposed to blood or other potentially infectious materials, Affiliate, business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed Student to sign and date. Affiliate shall immediately call the Adult Health Occupations Administrator at the College and provide a signed copy of the attached ***Notification Letter for Adult Health Occupation Student*** to them and retain a copy for their records. Affiliate shall immediately advise the exposed Student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment. Affiliate shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the Student through their designated licensed healthcare professional. Affiliate shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information. The School District of Manatee County, Florida, and Affiliate are not responsible for the payment of costs related to a Student's post-exposure evaluation, prophylaxis, counseling or treatment. The Student is responsible for the payment of all costs related to exposure evaluation and treatment.

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: ADVANCED DENTAL COSMETIC CENTER, PA

Address: 6220 MANATEE AVENUE SUITE 401

Phone Number: 941-792-3033

Authorized Representative's Name: Dr. Terry Alford, DMD

Authorized Representative's Title: Dentist

Email Address: adcc34209@verizon.net; jalford627@aol.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

40.0964171.5.68.9621999

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **09/08/2025**
Effective Date: **11/07/2025**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Joel T Alford DMD** **6220 Manatee Avenue West** **Suite #401** **Bradenton, FL 34209**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Joel T Alford DMD**	
Specialty: **DDS01 - General Dentist**	
Policy Number:	Policy Period:
0964171	**From: 11/07/2025 To: 11/07/2026**
Retroactive Date:	Departure Period:
09/01/1985	**From: N/A To: N/A**
The Insured above is: [X] A Named Insured [ ] A Locum Tenens [ ] An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit:	**$1,000,000**
Aggregate Limit:	**$3,000,000**

I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.

II. Photocopies of this document are deemed as valid as the original.

III. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.

IV. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.

V. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

185 Greenwood Road : P.O. Box 2900 : Napa, CA 94558-0900 : (707)226-0100 : (800)421-2368 : www.thedoctors.com

Detail by Entity Name

Florida Profit Corporation
ADVANCED DENTAL COSMETIC CENTER, P.A.

Filing Information

Document Number	694540
FEI/EIN Number	59-2115435
Date Filed	07/14/1981
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/23/2002
Event Effective Date	NONE

Principal Address

6220 MANATEE AVE STE 401
BRADENTON, FL 34209

Changed: 02/22/1990

Mailing Address

6220 MANATEE AVE STE 401
BRADENTON, FL 34209

Changed: 02/22/1990

Registered Agent Name & Address

ALFORD, JOEL T
6220 MANATEE AVE W SUITE 401
BRADENTON, FL 34209

Name Changed: 03/22/2011

Address Changed: 03/25/1992

Officer/Director Detail

Name & Address

Title PVST

ALFORD, JOEL TDMD
6220 MANATEE AVE W 401
BRADENTON, FL 34209

Annual Reports

Report Year	Filed Date
2024	01/30/2024
2025	01/09/2025
2026	01/13/2026

Document Images

01/13/2026 -- ANNUAL REPORT	View image in PDF format
01/09/2025 -- ANNUAL REPORT	View image in PDF format
01/30/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/04/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/03/2016 -- ANNUAL REPORT	View image in PDF format
01/29/2015 -- ANNUAL REPORT	View image in PDF format
01/30/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/23/2012 -- ANNUAL REPORT	View image in PDF format
03/22/2011 -- ANNUAL REPORT	View image in PDF format
03/22/2010 -- ANNUAL REPORT	View image in PDF format
02/23/2009 -- ANNUAL REPORT	View image in PDF format
04/03/2008 -- ANNUAL REPORT	View image in PDF format
03/01/2007 -- ANNUAL REPORT	View image in PDF format
03/17/2006 -- ANNUAL REPORT	View image in PDF format
02/11/2005 -- ANNUAL REPORT	View image in PDF format
03/05/2004 -- ANNUAL REPORT	View image in PDF format
03/21/2003 -- ANNUAL REPORT	View image in PDF format
12/23/2002 -- Name Change	View image in PDF format
03/31/2002 -- ANNUAL REPORT	View image in PDF format
03/23/2001 -- ANNUAL REPORT	View image in PDF format
02/29/2000 -- ANNUAL REPORT	View image in PDF format
03/05/1999 -- ANNUAL REPORT	View image in PDF format
01/28/1998 -- ANNUAL REPORT	View image in PDF format
04/08/1997 -- ANNUAL REPORT	View image in PDF format
04/30/1996 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM NO. 9.7

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and the Board of County Commissioners of Charlotte County, Florida for Clinical Experience for Manatee Technical College (MTC) Paramedic Students for the 2026-2029 School Years (No Financial Impact)

Executive Summary
The School District has, over the years, contracted with providers for clinical experience and/or on-the-job training for district students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

The previous contract ends 6/30/26 and new contract begins 7/1/26.

A copy of the agreement is attached for review.

Clinical Providers for Paramedic: Board of County Commissioners of Charlotte County, Florida

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and the Board of County Commissioners of Charlotte County, Florida for clinical experience for Manatee Technical College (MTC) Paramedic students for the 2026-2029 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Clinical Experience Agreement with Board of County Commissioners of Charlotte County

FIRST AMENDMENT TO AGREEMENT NO. 2023-072
BETWEEN CHARLOTTE COUNTY
and
THE SCHOOL DISTRICT OF MANATEE COUNTY
d/b/a Manatee Technical College
for
CLINICAL PRACTICE

THIS AMENDMENT #1 to Agreement No. 2023-072 (the "Amendment") is made and entered into by and between **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (the "County"), and **THE SCHOOL DISTRICT OF MANATEE COUNTY**, d/b/a Manatee Technical College, whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, (the "School Board").

RECITALS

WHEREAS, the County and the School Board entered into Agreement No. 2023-072 (the "*Master Agreement*") on or about August 8, 2023, to engage County as a provider of clinical experience for Manatee Technical College (MTC) EMT/Paramedic students (the "Project"); and

WHEREAS, the *Master Agreement*, whose original term commenced August 8, 2023, and continues through June 30, 2026, provides the County with an option to extend the *Master Agreement* for an additional three school years.

WHEREAS, pursuant to paragraph (a) of the "***Term and Renewal – Terminations***" section of the *Master Agreement*, the County desires to exercise its option and the School Boad desires to extend the *Master Agreement*.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the School Board agree as set forth below:

1.1. The above recitals are hereby incorporated into and made part of this Amendment to the *Master Agreement*;

1.2. Exhibit A of the *Master Agreement* is hereby replaced in its entirety with **Exhibit A** attached hereto.

1.3. The *Master Agreement* is hereby extended by this Amendment for a period of three (3) years commencing July 1, 2026, and terminating June 30, 2029.

1.4 All remaining terms of the *Master Agreement* not amended by, or in conflict with, this Amendment remain in full force and effect.

1.5 This Amendment may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have entered into this Amendment as of the date last signed by the parties.

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: _____
Deputy Clerk AAGR2023-072

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Joseph M. Tiseo, Chairman

Date: May 26, 2026

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR26-0341

ATTEST:

By: _____
Laurie Breslin, Superintendent

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Cindy Spray, Chair

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Stephen R. Dye, School Board Attorney

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Laurie Breslin
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Cindy Spray, CHAIR**
Richard Tatem, Vice Chair
Chad Choate III
Heather Felton
Charlie Kennedy

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

In the event a Student is exposed to blood or other potentially infectious materials, Affiliate, business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed Student to sign and date. Affiliate will retain a copy of the signed form. Affiliate shall immediately advise the exposed Student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment. Affiliate shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the Student through their designated licensed healthcare professional. Affiliate shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information. The School District of Manatee County, Florida, and Affiliate are not responsible for the payment of costs related to a Student's post-exposure evaluation, prophylaxis, counseling or treatment. The Student is responsible for the payment of all costs related to exposure evaluation and treatment.

CERTIFICATE OF COVERAGE

Certificate Holder

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
18500 MURDOCK CIRCLE B-201
PORT CHARLOTTE FLORIDA 33948

Administrator Issue Date 10/13/25

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, Florida 32853-8135

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 1122	**COVERAGE PERIOD:** FROM 10/1/25	**COVERAGE PERIOD:** TO 10/1/26 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- [X] Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- [X] Errors and Omissions Liability
- [X] Employment Practices Liability
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [ ] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- [X] All owned Autos (Private Passenger)
- [X] All owned Autos (Other than Private Passenger)
- [X] Hired Autos
- [X] Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- [X] **Buildings**
  - [ ] Basic Form
  - [X] Special Form
- [X] **Personal Property**
  - [ ] Basic Form
  - [X] Special Form
- [X] Agreed Amount
- [X] Deductible $5,000
- [X] Coinsurance 90%
- [X] Blanket
- [ ] Specific
- [X] Replacement Cost
- [ ] Actual Cash Value

- [X] **Miscellaneous**
  - [X] Inland Marine
  - [X] Electronic Data Processing
  - [ ] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [X] Statutory Workers' Compensation
- [X] Employers Liability $1,000,000 Each Accident
  $1,000,000 By Disease
  $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [X] $300,000 Self Insured Retention

Automobile/Equipment - Deductible

[X] Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

The limit of liability is $1,500,000 (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of $350,000. This limit is solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Verification of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Charlotte County Board of County Commissioners
18500 Murdock Circle, B-201
Port Charlotte FL 33948

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

FMIT-CERT (10/2011)

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with Board of County Commissioners of Charlotte County, Florida

Address: 18500 Murdock Circle Port Charlotte, FL 33948

This agreement is made this _8___ day of _August 2023__, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Board of County Commissioners of Charlotte County, Florida (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Board of County Commissioners of Charlotte County, Florida for clinical experience.

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Affiliating Site, the Health Science program, and the School hereby agree as follows:

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program. School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor. All such records shall be delivered to and maintained by and in accordance with its policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site. The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A. Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A.

INSURANCE: During the term of this Agreement and any extension thereof, the School shall maintain, at its own cost and expense, professional liability insurance with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then the School will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, the School agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of the Affiliating Site, the School will provide a certificate of insurance verifying coverage, and the School will notify Affiliating Site in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If the School fails to obtain or maintain the insurance required hereunder, Affiliating Site at its option may terminate this Agreement.

Affiliating Site shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that the Affiliating Site and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to School annually unless requested earlier. Affiliating Site shall give School thirty (30) days prior written notice to the extent Affiliating Site has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify School. In the event that Affiliating Site maintains claims-made coverage, and Affiliating Site's coverage is terminated within three (3) years of the date on which School ceases to participate or have its Students or Faculty Members participate in Site Activities pursuant to this Agreement, Affiliating Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which School, a Student, or a Faculty Member participated in a Site Activity, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Section shall constitute a material default and the Agreement may be terminated by School.

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) **The** Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

1. The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2. The Affiliating Site shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and that the individual responsible for direction of the student is

licensed/certified in the State of Florida.

3. Students shall not receive compensation for their participation in the above educational experiences.

4. Adequate time will be allowed for orientation of the student to the Affiliating Site.

5. The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills. The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9. The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator.

10. The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including:

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required;
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available.
- retain overall responsibilities for quality of patient care;
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and the individual responsible for direction of the student is licensed in the State of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from __August 8, 2023___through __June 30, 2026__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

(c) Termination for Convenience: Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at:

http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law: This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

Relationship of Parties: The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification: To the extent permitted by law, affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

Contact with Students: Unless otherwise specified, the contracting party with The School Board of

Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

Custodian of Public Records: IF THE AFFILIATING SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE AFFILIATING SITES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM OF UNDERSTANDING, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Board of County Commissioners of Charlotte County, Florida and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____
Superintendent, School District of Manatee County

Date_____

By: _____
Chair, School Board of Manatee County

Date_____

By: _____
~~Mitchell Teitelbaum~~, Esq. General Counsel
BILL KELLEY

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Christopher G. Constance, Vice Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: _____
Deputy Clerk AGR 2023-072

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR22-1003 PSP (PSP)

MTC 2020-21 rev. 006

IN WITNESS WHEREOF, Board of County Commissioners of Charlotte County, Florida and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____
Superintendent, School District of Manatee County

Date_____

By: _____
Chair, School Board of Manatee County

Date_____

By: _____
Bill Kelley, General Counsel

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA:

By: _____
Christopher G. Constance, Vice-Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: _____
Deputy Clerk AGR 2023-072

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR22-1003 PSP (PSP)

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

In the event a student is exposed to blood or other potentially infectious materials, the (Affiliating Site), business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed student to sign and date. The (Affiliating Site), shall immediately call the Adult Health Occupations Administrator and provide a copy of the signed attached ***Notification Letter for Adult Health Occupation Students*** to them and retain a copy for their records. The (Affiliating Site), shall immediately advise the exposed student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment. The (Affiliating Site), shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the student through their designated licensed healthcare professional. The (Affiliating Site), shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information. The School District of Manatee County and the (Affiliating Site), are not responsible for the payment of costs related to a student's post-exposure evaluation, prophylaxis, counseling or treatment. The student is responsible for the payment of all costs related to exposure evaluation and treatment.

School Board of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Jason Wysong
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

MTC 2022-23 rev. 010

CERTIFICATE OF COVERAGE

Certificate Holder

THE SCHOOL BOARD OF MANATEE COUNTY DBA
MANATEE TECHNICAL COLLEGE
15 MANATEE AVENUE WEST
BRADENTON FLORIDA 34205

Administrator

Issue Date 7/6/2023

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, Florida 32853-8135

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 1122	**COVERAGE PERIOD:** FROM 10/1/22	**COVERAGE PERIOD:** TO 10/1/23 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- [X] Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- [X] Errors and Omissions Liability
- [X] Employment Practices Liability
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [ ] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- [X] All owned Autos (Private Passenger)
- [X] All owned Autos (Other than Private Passenger)
- [X] Hired Autos
- [X] Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- [X] **Buildings**
  - [ ] Basic Form
  - [X] Special Form
- [X] **Personal Property**
  - [ ] Basic Form
  - [X] Special Form
- [X] Agreed Amount
- [X] Deductible $5,000
- [X] Coinsurance 90%
- [X] Blanket
- [ ] Specific
- [X] Replacement Cost
- [ ] Actual Cash Value

- [X] **Miscellaneous**
  - [X] Inland Marine
  - [X] Electronic Data Processing
  - [ ] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [X] Statutory Workers' Compensation
- [X] Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [X] $300,000 Self Insured Retention

Automobile/Equipment - Deductible

- [X] Physical Damage — Per Schedule - Comprehensive - Auto; Per Schedule - Collision - Auto; Per Schedule - Miscellaneous Equipment

Other

The limit of liability is $1,500,000 (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of $350,000. This limit is solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

AGENDA ITEM NO. 9.8

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Farmworker Career Development Program Amendment 2 to Adjust Recruitment Goals as Requested by the State Office for the 2025-2026 School Year (No Financial Impact)

Executive Summary
The National Farmworker Jobs Program (NFJP), formerly known as the Adult Migrant and Seasonal Farmworker Program, is funded by the Department of Labor as authorized by the Workforce Innovation and Opportunity Act of 2014, Title I, Section 167. In Florida, NFJP is administered through the Florida Department of Education, Division of Career and Adult Education, Farmworker Career Development Office. The funding priority is to strengthen the ability of eligible farmworkers and their families to achieve economic self-sufficiency.

Manatee County's Farmworker Career Development Program (FCDP) is under the direction of the Adult, Career and Technical Education Department of the School District of Manatee County. The Program has been serving disadvantaged migrant and seasonal farmworkers in Manatee County continuously since 1998. This program resides in Building 5, across the District's Office of Student Assignment in Palmetto.

The purpose of the Amendment is to adjust budget to be able to cover some additional expenses for the School Year 2025-2026, including the extension period from July to September 2026, as allowed by FCDP and USDOL guidance to spend all funding prior to any new project funding. On the Program side, the Amendment will help us correct a clerical error on the Grant Application, where the allocations for salary and benefits for the Bookkeeper/Case Manager were presented as full time, and the salary and benefits of the Recruiter/Case Manager were presented as part time. Grant should reflect the Bookkeeper/Case Manager as part time and the Recruiter/Case Manager as full time. Allocation amounts for each would be inverted, but amounts would remain the same.

The total amount of debits and credits will maintain the budget at the original $237,195.00 allocated for the program year 2025-2026, with no impact to the School District of Manatee County's General Fund.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the Farmworker Career Development Program Amendment 2 to adjust recruitment goals as requested by the State Office for the 2025-2026 school year (No Financial Impact).

Financial Impact
There will be no cost to General Fund. All activities under this grant are funded at no material expense to the District, other than the furnished and equipped space the program will occupy and the associated communications, public utilities and energy.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Farmworker Career Development Program FCDP Amendment #2 25-26, Board Date 06.23.2026

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	**A) Agency Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	National Farmworker's Jobs Program (NFJP) RFA	Date Received
B) Program Name: Farmworker Career Development Program of the School District of Manatee County **TAPS Number: 26B001**		**Project Number (DOE Assigned)** **410-4056C-6CFJ1**

C) Amendment Type	**D) Amendment Request Contact Information**	
☒ Program ☒ Budget **Amendment Number:** _#2_____	Contact Name: Anibal J. Rosario Planas Farmworker Career Development Program Coordinator	Telephone Numbers: **941-751-7947 ext. 42099**
	Mailing Address: Farmworker Career Development Program 1400 First Ave. E Palmetto, FL 34221	E-mail Addresses: rosarioplanasa@manateeschools.net

E) Required Signature and Certification

I, Dr. Laurie Breslin, as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

_____	__Superintendent_____	_____
Signature of Agency Head	Title	Date

F) Narrative

The purpose of the Amendment is to adjust budget to be able to cover some additional expenses for the School Year 2025-2026, including the extension period from July to September 2026, as allowed by FCDP and USDOL guidance to spend all funding prior to any new project funding. On the Program side, the Amendment will help us correct a clerical error on the Grant Application, where the allocations for salary and benefits for the Bookkeeper/Case Manager were presented as full time, and the salary and benefits of the Recruiter/Case Manager were presented as part time. Grant should reflect the Bookkeeper/Case Manager as part time and the Recruiter/Case Manager as full time. Allocation amounts for each would be inverted, but amounts would remain the same.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

B. Enter Program Name and TAPS number as listed on the original Project Award Notification.

C. Enter Amendment Type – Refer to Project Application and Amendment Procedures for Federal and State Programs (Green Book) for definitions of Program and Budget amendments.

D. Enter Amendment Request Contact Information for the person who is responsible for the project.

E. Complete Required Signature. **Note:** Application amendments signed by officials other than the Superintendent, or President/Chairman of the Board, must have a letter of authorization to sign on the behalf of said official, attached to the DOE 150 when the application amendment is submitted.

F. Provide sufficient narrative to describe and justify the type of amendment being requested. Narrative should include the purpose of the amendment and description of the amended services or budget changes – i.e. changes in scope or objectives, changes in deliverables or work tasks and how these changes affect the original application. Any budget change will require details on the increase/decrease and how the change affects the original application.

Attach Budget Amendment Narrative Form (DOE 151) if this amendment requires budget changes.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School District of Manatee County / FCDP
District/Agency Name

B) 410-4055C-5CFJ1/TAPS 25B001
Project Number/TAPS Number

C) #2
Amendment Number

D) Total Project Amount Currently Approved
$237,195.00

E) Total Project Amount resulting from this Budget Amendment
$237,195.00

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
6190	510	**Supplies: New line item. Cost of printer cartridges, paper, toner, for the Program Office to maintain participant files and give supplies to participants if needed.**		**730.00**	
5350/5340	510	**Supplies: New line item. To provide participants with notebooks, pens, pencils, correction strip while using the FCDP Office and for staff to maintain participant files per policies.**		**200.00**	
5350/5400	790	**Miscellaneous Allowances: Increase funds to cover student's stipends through the end of the extension period for July, August, and September.**		**3,800.00**	
6190	160	**Staff Salaries: Increase allocation of funds to cover Recruiter/Case Manager through the extension period of this project.**	**1**	**13,140.84**	
6190	210	**Staff Benefits: Increase allocation of funds to cover Retirement for 1 Case Manager through the extension period of this project.**	**1**	**1,662.92**	
6190	220	**Staff Benefits: Increase allocation of funds to cover Social Security for 1 Case Manager through the extension period of this project.**	**1**	**693.82**	
6190	231	**Staff Benefits: Increase allocation of funds to cover Health Insurance for 1 Case Manager through the extension period of this project.**	**1**	**188.00**	
6190	232	**Staff Benefits: Increase allocation of funds to cover Life Insurance for 1 Case Manager through the extension period of this project.**	**1**	**29.24**	
6190	240	**Staff Benefits: Increase allocation of funds to cover Workers Compensation for 1 Case Manager through the extension period of this project.**	**1**	**93.71**	
6190	231	**Staff Benefits: Increase allocation of funds to cover Health Insurance for 1 Bookkeeper through the extension period of this project.**	**0.75**	**206.00**	
6190	112	**Staff Salaries: Increase allocation of funds to cover Coordinator salary through the extension period of this project.**	**1**	**2,056.00**	
6190	210	**Staff Benefits: Increase allocation of funds to cover Retirement for Coordinator through the extension period of this project.**	**1**	**336.46**	

6190	220	**Staff Benefits: Increase allocation of funds to cover Social Security for Coordinator through the extension period of this project.**	**1**	**134.59**	
6190	160	**Staff Salaries: Decrease unspent funds for Bookkeeper to correct FTE from 1 to .75 and reallocate to case manager.**	**0.75**		**10,820.00**
6190	210	**Staff Benefits: Decrease unspent funding for Retirement for Bookkeeper to correct FTE from 1 to .75 and reallocate to case manager.**	**0.75**		**1,300.00**
6190	220	**Staff Benefits: Decrease unspent of Social Security for Bookkeeper to correct FTE from 1 to .75 and reallocate to case manager.**	**0.75**		**1,000.00**
6190	232	**Staff Benefits: Decrease unspent funding for Life Insurance for Bookkeeper to correct FTE from 1 to .75 and reallocate to case manager.**	**0.75**		**20.00**
6190	240	**Staff Benefits: Decrease unspent funds for Workers Compensation for Bookkeeper to correct FTE from 1 to .75 and reallocate to case**	**0.75**		**135.00**
6190	330	**Travel: Decrease unspent funding for transportation for recruitment and services.**			**1,500.00**
6190	730	**Dues and Fees - Staff Training / Registration Fees: Decrease unspent funding.**			**60.00**
5350/5400	520	**Textbooks: Decrease funds allocated for books for participants.**			**1,612.00**
5350/5400	730	**Dues and Fees Tuition - Decrease unspent funds allocated for tuition expenses.**			**6,178.40**
6190	390	**Printing: Decrease unspent funds for printing materials of the Program.**			**196.98**
5350/5400	590	**Other Materials and Supplies: Decrease unspent funds to cover student's tools and supplies for HVAC and Automotive Collission.**			**449.20**
			Total	**23,271.58**	**23,271.58**

Function	Object	Account Description	Project	Project Description	Activity	Budget	Expense	Encumbrance	Pre-Encumbrance	Available Budget*	Percent Available
53500	452001	Textbooks	4932304826	Farmworker's 25-26	5350000000	1,950.00	337.14	0	0	1,612.86	82.71
53500	459001	Other Materials and Supplies	4932304826	Farmworker's 25-26	5350000000	3,500.00	3,050.80	0	0	449.2	12.83
53500	473001	Dues and Fees	4932304826	Farmworker's 25-26	5350000000	17,546.00	9,100.60	0	0	8,445.40	48.13
53500	479001	Miscellaneous Expense	4932304826	Farmworker's 25-26	5350000000	9,000.00	9,000.00	0	0	0	0
54010	452001	Textbooks	4932304826	Farmworker's 25-26	5400000000	50	49.9	0.02	0	0.08	0.16
54010	473001	Dues and Fees	4932304826	Farmworker's 25-26	5400000000	454	416	0	0	38	8.37
61910	411201	Other SAMP Regular Pay	4932304826	Farmworker's 25-26	6190000000	57,407.00	47,754.39	0	0	9,652.61	16.81
61910	416101	NB Support Regular Pay	4932304826	Farmworker's 25-26	6190000000	76,564.00	62,486.22	0	0	14,077.78	18.39
61910	421103	Retirement System	4932304826	Farmworker's 25-26	6190000000	18,796.13	15,537.68	0	0	3,258.45	17.34
61910	422001	FICA	4932304826	Farmworker's 25-26	6190000000	10,248.79	8,109.51	0	0	2,139.28	20.87
61910	423101	Health & Hospitalizations	4932304826	Farmworker's 25-26	6190000000	25,050.00	24,216.00	0	0	834	3.33
61910	423201	Life Insurance	4932304826	Farmworker's 25-26	6190000000	308.14	292.15	0	0	15.99	5.19
61910	424001	Worker's Compensation	4932304826	Farmworker's 25-26	6190000000	1,339.71	1,016.09	0	0	323.62	24.16
61910	433001	Local Travel	4932304826	Farmworker's 25-26	6190000000	3,000.00	1,640.10	0	0	1,359.90	45.33
61910	433003	Out of County Travel	4932304826	Farmworker's 25-26	6190000000	426.23	0	0	0	426.23	100
61910	439002	Printing	4932304826	Farmworker's 25-26	6190000000	200	0.02	0	0	199.98	99.99
61910	473001	Dues and Fees	4932304826	Farmworker's 25-26	5350000000	60	0	0	0	60	100
72010	479005	Indirect Costs	4932304826	Farmworker's 25-26	7200000000	11,295.00	8,879.30	0	0	2,415.70	21.39
						$237,195.00	**$191,885.90**	**$0.02**	**$0.00**	**$45,309.08**	

AGENDA ITEM NO. 9.9

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Request for Proposal on Lawn Maintenance and Landscaping Services, SDMC No. 27-0027-TM, Estimated in the Amount of $600,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued a request for proposal to establish contractors to provide lawn maintenance services to twenty-eight (28) sites. This contract also includes rates to allow for landscaping projects and upgrades and other products/services to be completed for the District, as needed. The committee recommended awarding to all responsive proposers to ensure availability for services. Sites may be added or removed throughout the contract period.

The requested contract is valid from July 1, 2026 through June 30, 2028, with two additional one (1) year renewals through December 31, 2030, and extensions as permitted in the terms of the bid.

Historical Expenditures are as follows:
- YTD 2025-2026 (July 1, 2025, through May 27, 2026) $458,206.28
- 2024-2025 $364,186.78
- 2023-2024 $324,151.35

The proposal is recommended for award to:
- Airboat Addicts dba AAI Lawn Care, Wauchula, Florida, Florida Document No. P12000096382
- Amerson Landscape, INC., Palmetto, Florida, Florida Document No. K71426
- Central Florida Landscaping, Inc., Tampa, Florida, Florida Document No. 630249
- Krause Grove Service, Inc., Wauchula, Florida, Florida Document No. P94000028574
- Lawns Today, LLC., Palmetto, Florida, Florida Document No. L14000027491
- Septentrion Capital Management Fund, INC, Bradenton, Florida, Florida Document No. P23000039663
- Septentrion Horticulture Fund, INC., Ellenton, Florida, Florida Document No. P25000000425
- Tufford's Lawn Care Etc, LLC, Oneco, Florida, Florida Document No. L05000096510
- W&G Maintenance, Palm Bay, Florida, Florida Document No. P08000029898
- Additional suppliers may be added throughout the contract period, as needed.

Suppliers will only be utilized in accordance with District policies and procedures.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval of the request for proposal on lawn maintenance and landscaping services, SDMC No. 27-0027-TM, estimated in the amount of $600,000.00 annually (Multiple Funding

Sources).

Financial Impact

The funding source for this annually estimated expenditure is General and other District funds as needed and is included in the proposed budgets for 2026-2027 **(Multiple Funding Sources).**

Contact

Submitting Departments: Maintenance and Operations and Purchasing
Initiated by: Todd Henson

Attachments:
270027 Intent of Award Tabulation

NOTICE OF INTENT TO AWARD

PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

CONTRACT PERIOD: JULY 1, 2026 THROUGH JUNE 30, 2028

BOARD APPROVAL ON JUNE 23, 2026

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

PROPOSER'S	EXECUTIVE SUMMARY 50 POINTS	COST 50 POINTS	GRAND TOTAL
Airboat Addicts, Inc. dba AAI Lawn Care	40.00	44.00	**84.00**
Amerson Landscape	40.00	47.00	**87.00**
Central Florida Landscaping	40.00	44.00	**84.00**
Krause Grove Service	0.00	45.00	45.00
Lawns Today	0.00	48.00	48.00
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	30.00	49.00	79.00
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	35.00	50.00	**85.00**
Tuffords Lawn Care	35.00	43.00	78.00
W&G Maintenance	40.00	46.00	**86.00**

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

BIDDERS	ITEM 1. Anna Maria Elementary Full Service Partial Campus Monthly Fee	ITEM 2. Ballard Elementary Full Service Partial Campus Monthly Fee	ITEM 3. Bayshore Elementary Full Service Partial Campus Monthly Fee	ITEM 4. Blackburn Elementary Full Service Partial Campus Monthly Fee	~~ITEM 5.~~ ~~Braden River~~ ~~Elementary~~ REMOVED PER ADDENDUM 2 ~~Monthly Fee~~
Airboat Addicts, Inc. dba AAI Lawn Care	$1,250.00	$1,200.00	$1,200.00	$1,300.00	~~N/A~~
Amerson Landscape	$886.92	$649.00	$1,314.80	**$838.50**	~~N/A~~
Central Florida Landscaping	$828.60	$1,325.70	NO BID	$2,982.75	~~N/A~~
Krause Grove Service	NO BID	NO BID	NO BID	NO BID	~~N/A~~
Lawns Today	$286.00	$632.50	$742.50	$814.00	~~N/A~~
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	$230.00	$570.00	$730.00	$745.00	~~N/A~~
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	**$225.00**	$555.00	**$725.00**	$740.00	~~N/A~~
Tufford's Lawn Care	$400.00	$685.00	$816.00	$936.00	~~N/A~~
W&G Maintenance	$450.00	**$580.00**	$800.00	$800.00	~~N/A~~

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

BIDDERS	ITEM 6. Braden River High Full Service Monthly Fee	ITEM 7. Daughtrey Elementary Full Service Partial Campus Monthly Fee	Daughtrey Elementary Plus Ditch Maint. 1 x per month Monthly Fee	ITEM 8. Duette Elementary Full Service Monthly Fee	ITEM 9. Gullett Elementary Full Service Partial Campus Monthly Fee
Airboat Addicts, Inc. dba AAI Lawn Care	$4,040.00	$1,200.00	$300.00	**$930.00**	$1,200.00
Amerson Landscape	$5,820.18	**$904.16**	**$300.00**	$2,380.00	$973.54
Central Florida Landscaping	NO BID	$1,988.50	$194.00	$4,805.60	$2,651.35
Krause Grove Service	NO BID	NO BID	NO BID	$1,025.00	$1,550.00
Lawns Today	$5,000.00	$797.50	Included in main price	$1,650.00	$1,320.00
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	$3,700.00	$735.00	$265.00	$715.00	$615.00
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	$3,500.00	$700.00	$250.00	$705.00	$610.00
Tufford's Lawn Care	NO BID	$950.00	$250.00	NO BID	$750.00
W&G Maintenance	**$3,600.00**	$1,400.00	$400.00	$1,250.00	**$700.00**

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

BIDDERS	ITEM 10. Harvey North River Full Service Partial Campus Monthly Fee	ITEM 11. Horizon Academy Full Service Partial Campus Monthly Fee	~~ITEM 12.~~ ~~King~~ ~~Middle~~ REMOVED PER ADDENDUM 2 ~~Monthly Fee~~	ITEM 13. Lakewood Ranch High Full Service Partial Campus Monthly Fee	~~ITEM 14.~~ ~~Lee~~ ~~Middle~~ REMOVED PER ADDENDUM 2 ~~Monthly Fee~~
Airboat Addicts, Inc. dba AAI Lawn Care	**$1,420.00**	$1,200.00	~~N/A~~	$1,420.00	~~N/A~~
Amerson Landscape	$1,923.75	$1,131.00	~~N/A~~	$2,889.60	~~N/A~~
Central Florida Landscaping	NO BID	$1,988.50	~~N/A~~	NO BID	~~N/A~~
Krause Grove Service	NO BID	NO BID	~~N/A~~	NO BID	~~N/A~~
Lawns Today	$1,950.00	$638.00	~~N/A~~	$2,420.00	~~N/A~~
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	$570.00	$545.00	~~N/A~~	$1,580.00	~~N/A~~
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	$575.00	**$550.00**	~~N/A~~	$1,500.00	~~N/A~~
Tufford's Lawn Care	NO BID	$620.00	~~N/A~~	$1,800.00	~~N/A~~
W&G Maintenance	$650.00	$600.00	~~N/A~~	$1,650.00	~~N/A~~

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

BIDDERS	ITEM 15. Manatee Elementary Full Service Partial Campus Monthly Fee	ITEM 16. Miller Elementary Full Service Partial Campus Monthly Fee	ITEM 17. Mona Jain Middle Full Service Partial Campus Monthly Fee	ITEM 18. MTC East LWR BLVD Full Service Partial Campus Monthly Fee	ITEM 19. MTC Main SR70 Full Service Monthly Fee
Airboat Addicts, Inc. dba AAI Lawn Care	$1,200.00	$1,200.00	$1,200.00	$1,610.00	$1,600.00
Amerson Landscape	$474.92	$1,548.00	$1,282.50	**$1,227.00**	$3,096.00
Central Florida Landscaping	**$994.25**	**$1,822.85**	$2,016.85	NO BID	NO BID
Krause Grove Service	NO BID	NO BID	NO BID	NO BID	NO BID
Lawns Today	$313.50	$742.50	$1,800.00	$1,320.00	$2,530.00
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	$446.00	$570.00	$1,295.00	$1,810.00	$1,490.00
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	$435.00	$550.00	$1,265.00	$1,800.00	$1,480.00
Tufford's Lawn Care	$620.00	$650.00	NO BID	$1,750.00	$2,100.00
W&G Maintenance	$500.00	$800.00	**$700.00**	$1,800.00	**$1,600.00**

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

BIDDERS	ITEM 20. Myakka Elementary Full Service Partial Campus Monthly Fee	ITEM 21. Palma Sola Elementary Full Service Partial Campus Monthly Fee	ITEM 22. Parrish Community High Full Service Partial Campus Monthly Fee	ITEM 23. Parent Information Center (Lincoln Site) Full Service Monthly Fee	ITEM 24. Prine Elementary Full Service Partial Campus Monthly Fee
Airboat Addicts, Inc. dba AAI Lawn Care	$1,350.00	$1,200.00	**$1,800.00**	$1,200.00	$1,200.00
Amerson Landscape	$1,900.00	**$725.25**	$4,075.00	**$412.80**	$1,066.93
Central Florida Landscaping	**$1,980.50**	$2,319.95	NO BID	NO BID	NO BID
Krause Grove Service	NO BID	NO BID	NO BID	NO BID	NO BID
Lawns Today	$1,100.00	$613.00	$3,850.00	$1,320.00	$918.50
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	$900.00	$700.00	$1,825.00	$345.00	$760.00
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	$850.00	$710.00	$1,795.00	$325.00	**$750.00**
Tufford's Lawn Care	$875.00	$850.00	NO BID	NO BID	$1,100.00
W&G Maintenance	$1,250.00	$800.00	$3,600.00	$450.00	$950.00

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

BIDDERS	ITEM 25. Roger's Garden Elementary Full Service Monthly Fee	~~ITEM 26.~~ ~~Rye Ranch Elementary~~ REMOVED PER ADDENDUM 2 ~~Monthly Fee~~	ITEM 27. Samoset Elementary Full Service Partial Campus Monthly Fee	ITEM 28. School Support Center Full Service Monthly Fee	ITEM 29. Stewart Elementary Full Service Monthly Fee
Airboat Addicts, Inc. dba AAI Lawn Care	$1,200.00	~~N/A~~	$1,200.00	$975.00	$1,200.00
Amerson Landscape	$1,032.00	~~N/A~~	$641.25	**$785.00**	**$846.43**
Central Florida Landscaping	NO BID	~~N/A~~	NO BID	$1,657.10	NO BID
Krause Grove Service	NO BID	~~N/A~~	NO BID	NO BID	NO BID
Lawns Today	$625.00	~~N/A~~	$231.00	$462.00	$566.50
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	$550.00	~~N/A~~	$415.00	$558.00	$560.00
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	**$545.00**	~~N/A~~	**$418.00**	$550.00	$580.00
Tufford's Lawn Care	$1,450.00	~~N/A~~	NO BID	$750.00	$785.00
W&G Maintenance	$800.00	~~N/A~~	$900.00	$750.00	$750.00

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

BIDDERS	~~ITEM 30. Veterans Elementary~~ REMOVED PER ADDENDUM 2 ~~Monthly Fee~~	ITEM 31. Wakeland Elementary Full Service Partial Campus Monthly Fee	ITEM 32. Williams Elementary Full Service Partial Campus Monthly Fee	ITEM 43. Gene Witt Elementary Full Service Monthly Fee
Airboat Addicts, Inc. dba AAI Lawn Care	~~N/A~~	$1,250.00	**$1,200.00**	$1,200.00
Amerson Landscape	~~N/A~~	$1,560.00	$730.00	**$395.00**
Central Florida Landscaping	~~N/A~~	NO BID	NO BID	NO BID
Krause Grove Service	~~N/A~~	NO BID	$1,250.00	NO BID
Lawns Today	~~N/A~~	$1,083.50	$891.00	$478.00
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	~~N/A~~	$895.00	$675.00	NO BID
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	~~N/A~~	**$890.00**	$700.00	NO BID
Tufford's Lawn Care	~~N/A~~	$1,550.00	$900.00	NO BID
W&G Maintenance	~~N/A~~	$1,100.00	$900.00	$950.00

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

BIDDERS	ITEM 33. Weeding Removing weed for plant bed Hourly Rate	ITEM 34. Weed eating Hourly Rate	ITEM 35. Mowing Hourly Rate	ITEM 36. Pruning Hourly Rate	ITEM 37. Edging Hourly Rate
Airboat Addicts, Inc. dba AAI Lawn Care	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
Amerson Landscape	**$45.00**	**$45.00**	**$45.00**	**$45.00**	**$45.00**
Central Florida Landscaping	**$49.25**	**$49.25**	**$49.25**	**$49.25**	**$49.25**
Krause Grove Service	**$22.50**	**$29.50**	**$39.50**	**$29.50**	**$29.50**
Lawns Today	**$120.00**	**$120.00**	**$120.00**	**$120.00**	**$120.00**
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
Tufford's Lawn Care	**$46.00**	**$46.00**	**$50.00**	**$55.00**	**$45.00**
W&G Maintenance	**$45.00**	**$45.00**	**$45.00**	**$45.00**	**$45.00**

TABULATION OF PROPOSAL ON LAWN MAINTENANCE SERVICES, SDMC No. 27-0027-TM

Proposal Due: 12:00 p.m., Tuesday, May 27, 2026

BIDDERS	ITEM 38. Mulch Application Hourly Rate	ITEM 39. Services not Otherwise Specified Hourly Rate	ITEM 40. Bagged Mulch % Mark Up	ITEM 41. Bulk Mulch % Mark Up	ITEM 42. Other materials not specified (plants, barriers, stone, etc) % Mark Up
Airboat Addicts, Inc. dba AAI Lawn Care	**$200.00**	**$150.00**	**10%**	**10%**	**10%**
Amerson Landscape	**$45.00**	**$45.00**	**10%**	**10%**	**10%**
Central Florida Landscaping	**$49.25**	**$49.25**	**10%**	**10%**	**10%**
Krause Grove Service	**$25.50**	**$25.50**	**9.5%**	**9.5%**	**9.5%**
Lawns Today	**$120.00**	**$120.00**	**30%**	**30%**	**30%**
Septentrion Capital Management Fund, Inc. dba East County Lawn Care	**$35.00**	**$35.00**	**1%**	**1%**	**1%**
Septentrion Horticulture Fund, Inc. dba Fast Lawnscapes	**$35.00**	**$35.00**	**1%**	**1%**	**1%**
Tufford's Lawn Care	**$45.00**	**$50.00**	**10%**	**10%**	**10%**
W&G Maintenance	**$45.00**	**$45.00**	**10%**	**10%**	**10%**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the 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.

AGENDA ITEM NO. 9.10

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Proposal on Food Service Sanitation System, SDMC No. 27-0019-KD, Estimated in the Amount of $250,000.00 Annually (Food Service Fund) - *updated 6/18/2026*

Executive Summary
The District issued a request for proposal for a food service sanitation system. The proposal's specifications detailed the requirements for a comprehensive sanitation system that included regular service, cleaning supplies, training, ware washing, and gap analysis reporting for the cafeteria. Training areas that are covered include Occupational Safety and Health Administration (OSHA) regulations and Hazardous Analysis Critical Control Points (HAACP) training for all employees that must comply with the food safety and handling procedures. These requirements allow the Food and Nutrition Services program to comply with Federal, State and local regulations. The program cost is a fixed fee per site based on the type of ware washing equipment at each site.

Increase in funding is due to the increase of two district schools (updated 6/18/2026).

Sites may be added, removed, or modified throughout the contract period. The awarded supplier may be utilized throughout the contract period for other/additional training options at an additional fee.

The requested contract is valid from July 1, 2026 through June 30, 2031, with renewals through June 30, 2036, and extensions as executed by the District.

Historical Expenditures are as follows:

- YTD 2025-2026 (July 1, 2025 - June 1, 2026) $202,790.26
- 2024-2025 $200,227.81
- 2023-2024 $184,540.12

This proposal is recommended for award to:
- PortionPac Chemical Corporation, Des Plaines, Illinois, Florida Document No. F00000006904

Suppliers will only be utilized in accordance with District policies and procedures. Additional suppliers may be added, as needed.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Approval of this bid and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval of the proposal on food service sanitation system, SDMC No. 27-

0019-KD, estimated in the amount of $250,000.00 annually (Food Service Fund).

Financial Impact

The funding source for this annually estimated expenditure is Food Service Fund, and is included in the proposed budgets for 2026-2027 **(Food Service Fund)**.

Contact

Submitting Departments: Food and Nutrition Services and Purchasing
Initiated By: Regina Thoma

Attachments:
270019t

NOTICE OF INTENT TO AWARD

REQUEST FOR PROPOSAL ON FOOD SERVICE SANITATION SYSTEM, SDMC No. 27-0019-KD

CONTRACT PERIOD: JULY 1, 2026 THROUGH JUNE 30, 2031

BOARD APPROVAL ON JUNE 23, 2026

TABULATION OF PROPOSALS ON FOOD SERVICE SANITATION SYSTEM, SDMC No. 27-0019-KD

Proposals Due: 3:00 p.m., May 21, 2026

PROPOSER'S	QUALITY AND CONVENIENCE OF CLEANING MATERIALS 25 Points	TRAINING RESOURCES 25 Points	REFERENCES AND CONTACTS 10 Points	GREEN FACTOR SUSTAINABILITY/ ENVIRONMENTAL FRIENDLINESS 10 Points	TOTAL PROGRAM COST 30 Points	TOTAL
PortionPac Chemical Corporation Des Plaines, Illinois Florida Document No. F00000006904	21.67	21.67	9.67	10	25	88.01

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), OR FAILURE TO POST THE 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.

AGENDA ITEM NO. 9.11

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Use of the Interlocal Purchasing Agreement (TIPS) Technology Solutions, Products, and Services #260105, SDMC No. 27-0038-BS Estimated in the Amount of $175,000.00 Annually (Multiple Funding Sources)

Executive Summary
The School District requests approval to utilize The Interlocal Purchasing System (TIPS) cooperative, sponsored by Region 8 Education Service Center in Texas, for purchases under the Technology Solutions, Products, and Services Contract #260105, which has been competitively solicited and awarded. Participation in this contract will enable the District to procure a wide range of academic and educational goods and services -including instructional and educational materials, classroom equipment and supplies, library resources, educational software and digital content, STEM and CTE resources, instructional technology, professional development, and testing and assessment tools at discounted pricing from approved vendors. The vendors have agreed to extend their pricing to the School District Manatee County under the same terms and conditions. Copies of the specifications are on file in the Purchasing Department. Additional awarded vendors may be made available as needed.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is through May 31, 2031 with renewals available through May 31, 2032. This is a new bid therefore there is no historical spend is available.

The District will utilize the awarded suppliers below:
- Lazel, Inc., Dallas, TX, Florida Document No. F25000006642
- Newsela, Inc., New York, NY, Florida Document No. F17000001405
- Turnitin, LLC, Oakland, CA, Florida Document No. M16000001568

Rule 6A-1.012(6), Florida Administrative Code, states "In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the use of the Interlocal Purchasing Agreement (TIPS) technology solutions, products, and services #260105, SDMC No. 27-0038-BS estimated in the amount of

$175,000.00 annually (multiple funding sources).

Financial Impact

The funding source for this annually estimated expenditure are included in the General Funds, Special Projects, Federal Projects and Capital Accounts and are included in the school sites and departments proposed budget for 2026 – 2027.

Contact

Submitting Departments: Curriculum/Purchasing

Item Owners: Derek Jensen/Katy Mei

Attachments:

260105 Tabulation

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
1	8x8	11	3	21.5	10	21.5	5	2	10	84	Award
2	911Cellular	11	3	21.5	10	21.5	5	2	10	84	Pending
3	A N Systems (AN Systems Marketing LLC)	12	0	21.5	10	21.5	10	2	10	87	Award
4	Absolute Facility Solutions, LLC	11	2	21.5	10	21.5	10	2	10	88	Award
5	ACNOVATE CORPORATION	6	0	21.5	10	21.5	10	2	10	81	Award
6	Adorama, Inc	11	2	21.5	10	21.5	10	2	10	88	Award
7	ADPMN Inc	11	3	21.5	10	21.5	5	2	10	84	Award
8	Advanced Connections Inc	6	0	21.5	10	21.5	10	2	10	81	Award
9	Advantage Consulting and Solutions LLC	14	3	21.5	10	21.5	10	2	8	90	Award
10	Aerowave Technologies (Aerowave Technologies, LLC)	13	2	21.5	10	21.5	10	2	10	90	Award
11	Age of Learning, Inc	11	1	21.5	10	21.5	10	2	10	87	Award
12	AGELIX CONSULTING LLC	6	1	21.5	10	21.5	10	2	10	82	Award
13	ALARM MASTERS (ALARM MASTERS CORPORATION)	11	2	21.5	10	21.5	10	2	10	88	Award
14	All Campus Security (Active Campus LLC)	6	1	21.5	10	21.5	10	2	10	82	Award
15	AlmsTravel LLC	17	0	21.5	o	21.5	10	2	10	82	Award
16	Alpaca	7	3	21.5	10	21.5	5	2	5	75	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	Responding Vendor	22	3	21.5	10	21.5	10	2	10	100	
17	Alpha Omega Wireless Inc	16	1	21.5	10	21.5	10	2	10	92	Award
18	Alpha Route (Dynamic Ideas LLC)	17	3	21.5	10	21.5	5	2	10	90	Award
19	Alterman (Alterman, Inc.)	16	0	21.5	10	21.5	10	2	10	91	Award
20	American Sound & Electronics, Inc.	17	1	21.5	10	21.5	5	2	10	88	Award
21	American Unit, Inc.	11	3	21.5	10	21.5	10	2	10	89	Award
22	AMG Technology Investment Group, LLC dba Nextlink Internet (AMG Technology Holdings, LLC)	7	3	21.5	10	21.5	10	2	10	85	Award
23	Amusi LLC	21	2	21.5	10	21.5	10	2	10	98	Award
24	AnyWay Technologies (AnyWay Computer Co., Inc.)	7	2	21.5	10	21.5	10	2	10	84	Award
25	Apollo Information Systems Corp	17	2	21.5	10	21.5	10	2	10	94	Award
26	Applied Decision Technologies Incorporated	7	0	21.5	10	21.5	5	2	10	77	Award
27	Arcadian Tech (Arcadian Pursuits LLC)	11	2	21.5	10	21.5	5	2	8	81	Award
28	Arey Jones Educational Solutions (Broadway Typewriter Company, Inc.)	6	3	21.5	10	21.5	10	2	10	84	Award
29	Array Web Development LLc	12	3	21.5	10	21.5	5	2	1	76	Award
30	Ascend Education	4	3	21.5	10	21.5	10	2	10	82	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
31	Ashburn Consulting LLC	7	3	21.5	10	21.5	5	2	10	80	Award
32	Atlas Consulting (Atlas Technology Consulting and Management)	21	3	21.5	10	21.5	10	2	10	99	Award
33	Attainment Company, Inc.	11	0	21.5	10	21.5	10	2	10	86	Award
34	Attentive, LLC	6	0	21.5	10	21.5	5	2	10	76	Award
35	Attune (Senseware, Inc)	16	3	21.5	10	21.5	5	2	10	89	Award
36	Audio Visual Technologies Group, inc. (Acerra Technologies. Inc.)	7	0	21.5	10	21.5	10	2	10	82	Award
37	Austin Structured Cabling LLC	12	2	21.5	10	21.5	5	2	10	84	Award
38	Avaya LLC	7	3	21.5	10	21.5	10	2	10	85	Award
39	AVES AUDIO VISUAL SYSTEMS, INC.	7	3	21.5	10	21.5	10	2	10	85	Award
40	Avid Products, Inc.	16	2	21.5	10	21.5	5	2	10	88	Award
41	Bark Technologies, Inc.	6	2	21.5	10	21.5	10	2	10	83	Award
42	BAT Security (North Texas Fire & Security, Inc.)	4	3	21.5	10	21.5	10	2	10	82	Award
43	Bauder Audio Systems	7	2	21.5	10	21.5	10	2	10	84	Award
44	BCS,INC (Business Communications Systems, Inc)	16	1	21.5	10	21.5	10	2	10	92	Award
45	Beacon Bid (GovOptics LLC)	16	3	21.5	10	21.5	5	2	8	87	Award
46	Beacon Technologies	7	2	21.5	10	21.5	5	2	10	79	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
47	BeHack	16	3	21.5	10	21.5	5	2	5	84	Award
48	BestLine Solutions (BestLine Communications LP)	16	0	21.5	10	21.5	5	2	10	86	Award
49	Big Hit Creative Group (Big Hit Productions Inc)	16	0	21.5	10	21.5	10	2	10	91	Award
50	BloomBoard, Inc.	11	3	21.5	10	21.5	10	2	10	89	Award
51	BlueHopper Solutions (MeshTek Labs)	14	3	21.5	10	21.5	5	2	8	85	Award
52	Body Interact Inc.	6	3	21.5	10	21.5	10	2	10	84	Award
53	BorderLAN	11	3	21.5	10	21.5	10	2	10	89	Award
54	BOSS Controls (BOSS Controls, Inc.)	4	3	21.5	10	21.5	5	2	10	77	Award
55	BrainPOP LLC	6	0	21.5	10	21.5	5	2	10	76	Award
56	Breakthru Ventures	16	3	21.5	10	21.5	5	2	10	89	Award
57	Brighten Technology Solutions (Brighten Technologies LLC)	12	3	21.5	10	21.5	10	2	10	90	Award
58	BrightLeaf Group, Inc.	12	3	21.5	10	21.5	10	2	10	90	Award
59	BrightWatch LLC	16	1	21.5	10	21.5	10	2	10	92	Award
60	BROOKVINE SERVICES, LLC (D Brook Hughes)	6	3	21.5	10	21.5	5	2	8	77	Award
61	Business and Financial Management Solutions, LLC	9	3	21.5	10	21.5	10	2	10	87	Award
62	BusRight, Inc.	12	3	21.5	10	21.5	5	2	10	85	Award
63	BZ DEFENSE LLC	6	0	21.5	10	21.5	10	2	10	81	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
64	C and C Group	9	3	21.5	10	21.5	5	2	10	82	Award
65	C and R Services (Rackley Services LLC)	16	3	21.5	10	21.5	10	2	10	94	Award
66	Cadence Solutions (Cadence Solutions Inc.)	16	3	21.5	10	21.5	5	2	10	89	Award
67	CANAM Wireless LLC	17	0	21.5	10	21.5	10	2	10	92	Award
68	Caselle LLC	6	2	21.5	10	21.5	5	2	10	78	Award
69	CCS Presentation Systems (BUCKEYE TECHNOLOGY SOLUTIONS)	7	3	21.5	10	21.5	10	2	10	85	Award
70	CDS Micro Systems, LLC	11	0	21.5	10	21.5	10	2	10	86	Award
71	Cellairis (Global Cellular)	7	3	21.5	10	21.5	10	2	10	85	Award
72	Cellteks (Arizorian Operations LLC)	6	2	21.5	10	21.5	10	2	10	83	Award
73	cellular data solutions	7	0	21.5	10	21.5	10	2	10	82	Award
74	Certiport (NCS Pearson, Inc.)	6	3	21.5	10	21.5	5	2	10	79	Award
75	Chaudhry Enterprises LLC	16	2	21.5	10	21.5	5	2	10	88	Award
76	Chimera Integrations	7	3	21.5	10	21.5	5	2	10	80	Award
77	Cingl Telecom	12	3	21.5	10	21.5	5	2	10	85	Award
78	Circadia Technology (Color Art Integrated Interiors)	12	3	21.5	10	21.5	5	2	10	85	Award
79	City Detect (City Detect Inc.)	16	3	21.5	10	21.5	5	2	8	87	Award
80	Clark Productions Inc.	7	3	21.5	10	21.5	5	2	10	80	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
81	ClassCloud, Inc	17	3	21.5	10	21.5	10	2	1	86	Award
82	ClassDojo (ClassDojo, Inc.)	6	2	21.5	10	21.5	5	2	10	78	Award
83	Classic Chevrolet Cadillac Denison (Classic CC Denison LLC)			21.5	10	21.5	5	2	10	70	No Bid
84	Clear Touch Interactive	11	1	21.5	10	21.5	10	2	10	87	Award
85	Cloud Unity (Cloud Unity LLC)	7	2	21.5	10	21.5	10	2	10	84	Award
86	Coast Professional, Inc.	9	2	21.5	10	21.5	5	2	10	81	Award
87	CodeHS, Inc.	4	3	21.5	10	21.5	5	2	10	77	Award
88	Codepoint Technologies, Inc.	16	2	21.5	10	21.5	5	2	10	88	Award
89	CommServPros LLC	17	0	21.5	10	21.5	5	2	10	87	Award
90	Communication Concepts (Communicon Inc)	11	1	21.5	10	21.5	10	2	10	87	Award
91	Complete Computing, Inc	12	3	21.5	10	21.5	10	2	10	90	Award
92	CompTIA, Inc.	4	3	21.5	10	21.5	5	2	10	77	Award
93	COMPU-DATA INTERNATIONAL, LLC	7	3	21.5	10	21.5	10	2	10	85	Award
94	Computer Sales & Services	11	3	21.5	10	21.5	10	2	10	89	Award
95	Constant Technologies, Inc.	6	3	21.5	10	21.5	5	2	10	79	Award
96	Creovia	16	2	21.5	10	21.5	5	2	5	83	Award
97	CrisisGo Inc.	11	2	21.5	10	21.5	10	2	10	88	Award
98	CS Global Tech LLC	4	0	21.5	10	21.5	10	2	10	79	Award

TIPS SCORE SHEET

	Contract #:	**260105**				**Award Date:**		**May 22, 2026**			
	Category:	**Technology Solutions, Products, and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
99	CurrentWare Inc.	16	1	21.5	10	21.5	5	2	10	87	Award
100	Curvature LLC (PPT Holdings I, LLC)	16	2	21.5	10	21.5	5	2	10	88	Award
101	Custom Electronics Inc.	14	2	21.5	10	21.5	10	2	10	91	Award
102	Cyber Donkey	12	2	21.5	10	21.5	10	2	5	84	Award
103	Cyber Watch Systems LLC	6	1	21.5	10	21.5	10	2	10	82	Award
104	D2D IT Services LLC	7	3	21.5	10	21.5	5	2	10	80	Award
105	DakTech	21	1	21.5	10	21.5	10	2	10	97	Award
106	Data Network Systems	11	3	21.5	10	21.5	10	2	10	89	Award
107	Data Optics Cable, Inc.	7	3	21.5	10	21.5	10	2	10	85	Award
108	David D. Rowley & Associates	Pending	Pending	21.5	10	21.5	10	2	10	75	No Bid
109	DeannaMichel Inc.	16	0	21.5	10	21.5	5	2	10	86	Award
110	DGR Systems	12	3	21.5	10	21.5	10	2	10	90	Award
111	Diffit	4	3	21.5	10	21.5	5	2	5	72	Award
112	Digi Security Systems (Digi Security Systems, LLC)	7	3	21.5	10	21.5	10	2	10	85	Award
113	DIGITAL RESOURCES, INC.	7	3	21.5	10	21.5	10	2	10	85	Award
114	Digital World Audio Visual (DWP-AV, LLC)	7	2	21.5	10	21.5	10	2	10	84	Award
115	DLT Solutions, LLC	7	1	21.5	10	21.5	10	2	10	83	Award
116	DOCUmation of San Antonio, LLC	6	2	21.5	10	21.5	10	2	10	83	Award
117	Donato Technologies Inc	11	0	21.5	10	21.5	5	2	10	81	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
118	DoorCheck LLC	12	3	21.5	10	21.5	10	2	5	85	Award
119	Double Line Inc	6	2	21.5	10	21.5	10	2	10	83	Pending
120	Dream Ranch Office Supplies (Dream Ranch LLC)	14	0	21.5	10	21.5	10	2	10	89	Award
121	E6 Audiovisual, LLC (E6 Audiovisual)	17	3	21.5	10	21.5	5	2	1	81	Award
122	eCare LLC	12	3	21.5	10	21.5	5	2	10	85	Award
123	ECM Today! - a CASO llc company (CASO llc)	16	3	21.5	10	21.5	10	2	10	94	Award
124	EdGraph (EdWire Inc.)	7	3	21.5	10	21.5	10	2	10	85	Award
125	Edstruments	17	2	21.5	10	21.5	5	2	10	89	Award
126	EdTechnologyFunds, Inc. (Sutherland Consulting Group, Inc.)	14	3	21.5	10	21.5	Pending	2	10	82	Pending
127	Educational Service Solutions	12	3	21.5	10	21.5	10	2	10	90	Award
128	efurb (IB Tech LLC)	7	3	21.5	10	21.5	5	2	10	80	Award
129	Elliott Data Systems Inc. (Elliott Data Systems Midwest Inc.)	6	2	21.5	10	21.5	5	2	10	78	Award
130	ELMO USA Corp	22	3	21.5	10	21.5	5	2	10	95	Award
131	Emerald Coast Vision Aids, Inc.	6	3	21.5	10	21.5	10	2	10	84	Award
132	Empyra.com, Inc.	6	3	21.5	10	21.5	10	2	10	84	Award
133	EMS LINQ Inc (SRC Solutions Inc EMS LINQ Inc)	4	2	21.5	10	21.5	10	2	10	81	Pending
134	Encore Data Products, Inc.	6	2	21.5	10	21.5	10	2	10	83	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
135	Encore Technologies (SJN Data Center, LLC dba Encore Technologies)	7	3	21.5	10	21.5	5	2	10	80	No Bid
136	Endure Tech, LLC	11	3	21.5	10	21.5	5	2	10	84	Award
137	Energy Optimizers, USA	16	3	21.5	10	21.5	10	2	10	94	Award
138	Envision Network Solutions, LLC	14	3	21.5	10	21.5	5	2	10	87	Award
139	ESA Systems LLC	11	3	21.5	10	21.5	10	2	1	80	Award
140	Essential Constructs, LLC	7	3	21.5	10	21.5	10	2	10	85	Award
141	Everblue Training Institute (JCN Partners, Inc)	16	0	21.5	10	21.5	10	2	10	91	Award
142	Everett J. Prescott, Inc.	14	1	21.5	10	21.5	5	2	10	85	Award
143	Evolution Technologies LLC	17	3	21.5	10	21.5	5	2	5	85	Award
144	Exploros, Inc.	9	0	21.5	10	21.5	Pending	2	10	74	Pending
145	FacilitiesCONNECT	4	0	21.5	10	21.5	10	2	10	79	Award
146	Facilitron	6	3	21.5	10	21.5	5	2	10	79	Award
147	FacilityConneX (FacilityConneX, LLC)	6	0	21.5	10	21.5	10	2	10	81	Award
148	Faraday Defense Corporation	7	3	21.5	10	21.5	5	2	10	80	Award
149	FetchKids (Expanded Apps, Inc.)	16	0	21.5	10	21.5	10	2	10	91	Award
150	FiberLight LLC	16	2	21.5	10	21.5	Pending	2	10	83	Pending
151	FireTron Inc	21	3	21.5	10	21.5	10	2	10	99	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
152	First Team Outdoor Video Display Inc	7	2	21.5	10	21.5	5	2	10	79	Award
153	Fisk Electric Company	16	2	21.5	10	21.5	Pending	2	10	83	Pending
154	Fitness Finders Inc	6	0	21.5	10	21.5	Pending	2	10	71	Pending
155	Flashlight Learning, Inc	6	3	21.5	10	21.5	5	2	8	77	Award
156	Fleming Controls and Power Specialties, Inc.	8	2	21.5	10	21.5	10	2	10	85	Award
157	Fleming Network & Security Services, Inc.	12	0	21.5	10	21.5	10	2	10	87	Award
156	Focus Camera, LLC	16	2	21.5	10	21.5	10	2	10	93	Award
159	Ford Audio-Video Systems LLC	12	1	21.5	10	21.5	10	2	10	88	Award
160	Four, Four Inc. (Four LLC)	7	3	21.5	10	21.5	5	2	10	80	Award
161	Frankly (Relationship to Learning Inc.)	16	1	21.5	10	21.5	5	2	1	78	Award
162	Frontline Safety	7	3	21.5	10	21.5	5	2	5	75	Award
163	FS & More Commissary	11	0	21.5	10	21.5	5	2	10	81	Award
164	Follett Software, LLC	7	3	21.5	10	21.5	10	2	10	85	Pending
165	FTG International LLC	21	2	21.5	10	21.5	10	2	10	98	Award
166	Fujifilm North America	22	2	21.5	10	21.5	5	2	10	94	Award
167	Function5 Technology Group	7	0	21.5	10	21.5	10	2	10	82	Award
168	Gateway Printing and office Supply Inc	12	1	21.5	10	21.5	10	2	10	88	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	Responding Vendor	22	3	21.5	10	21.5	10	2	10	100	
169	Generations AV, LLC	7	3	21.5	10	21.5	5	2	10	80	Award
170	Ghangor Cloud, Inc.	6	3	21.5	10	21.5	5	2	10	79	Award
171	Givebacks Inc.	7	3	21.5	10	21.5	5	2	10	80	Award
172	Glenwood Consulting	12	2	21.5	10	21.5	5	2	10	84	Award
173	Global Interpreting Network Inc	6	0	21.5	10	21.5	5	2	10	76	Award
174	GLOBAL PARCEL SERVICE, LLC.	17	1	21.5	10	21.5	10	2	10	93	Award
175	GoApron, Inc.	16	3	21.5	10	21.5	10	2	10	94	Award
176	GoGuardian and Pear Deck Learning (Liminex, Inc.)	11	3	21.5	10	21.5	10	2	10	89	Award
177	GoVision LLC	7	3	21.5	10	21.5	5	2	10	80	Award
178	GovSmart, Inc.	6	2	21.5	10	21.5	5	2	10	78	Award
179	GraceNotes, LLC.	4	3	21.5	10	21.5	5	2	10	77	Award
180	GraceWorkz, LLC	16	0	21.5	10	21.5	10	2	10	91	Award
181	Granilux Solutions (Granilux Holdings Inc.)	12	3	21.5	10	21.5	10	2	10	90	Award
182	GREENSCAPES SIX, LLC	4	2	21.5	10	21.5	10	2	10	81	Award
183	Gruber Technical , Inc (Gruber Power Services)	19	0	21.5	10	21.5	10	2	10	94	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	Responding Vendor	22	3	21.5	10	21.5	10	2	10	100	
184	GTS Technology Solutions Inc	7	3	21.5	10	21.5	10	2	10	85	Award
185	Gutermann, Inc.	4	3	21.5	10	21.5	5	2	10	77	Award
186	Hapara, a business unit of Cordance Operations LLC	14	2	21.5	10	21.5	10	2	10	91	Award
187	Harris School Solutions (N Harris Computer Corporation)	21	3	21.5	10	21.5	10	2	10	99	Award
188	HCPM LLC (Hill Country Project Management LLC)	7	3	21.5	10	21.5	5	2	5	75	Award
189	HDIPROS LLC	16	3	21.5	10	21.5	5	2	10	89	Award
190	Hertz Furniture Systems LLC	7	3	21.5	10	21.5	10	2	10	85	Award
191	High Point Networks	7	3	21.5	10	21.5	10	2	10	85	Award
192	Highlights Electrical (Highlights of Houston, Inc.)	19	1	21.5	10	21.5	10	2	10	95	Award
193	HIghmark Capital LLC DBA Create Spaces	12	3	21.5	10	21.5	5	2	10	85	Award
194	i3 Education (CP-DBS, LLC)	14	3	21.5	10	21.5	5	2	10	87	Award
195	IDC Research, Inc.	7	2	21.5	10	21.5	5	2	10	79	Award
196	ImageNet Consulting, LLC	12	0	21.5	10	21.5	10	2	10	87	Award
197	imagiLabs (imagiLabs AB)	14	1	21.5	10	21.5	10	2	10	90	Award
198	Impero Solutions Inc	22	3	21.5	10	21.5	5	2	10	95	Pending
199	InCom Technologies Inc	11	3	21.5	10	21.5	5	2	10	84	Award
200	Infinit-I Workforce Systems (Vertical Alliance Group, Inc.)	6	0	21.5	10	21.5	10	2	10	81	Award

TIPS SCORE SHEET

	Contract #:	**260105**				**Award Date:**		**May 22, 2026**			
	Category:	**Technology Solutions, Products, and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
201	Infrastructure R&D	16	3	21.5	10	21.5	5	2	5	84	Award
202	Inixta Technologies Inc.	16	1	21.5	10	21.5	5	2	10	87	Award
203	Integrated Communications Inc	16	3	21.5	10	21.5	10	2	10	94	Award
204	Integrated Protection Services (Integrated Protection Services, Inc)	11	2	21.5	10	21.5	5	2	10	83	Award
205	Inteliblue LLC	6	2	21.5	10	21.5	5	2	10	78	Award
206	Intellisavvy LLC	11	3	21.5	10	21.5	5	2	10	84	Award
207	Interactive Health Technologies	4	3	21.5	10	21.5	10	2	10	82	Award
208	Intermedia.net LLC	9	3	21.5	10	21.5	10	2	10	87	Award
209	International Responder Systems	12	2	21.5	10	21.5	10	2	10	89	Award
210	Invoke, LLC	12	3	21.5	10	21.5	10	2	10	90	Award
211	i-PRO Americas Inc.	7	3	21.5	10	21.5	10	2	10	85	Award
212	Isograd Inc	6	3	21.5	10	21.5	5	2	10	79	Award
213	iSphere Innovation Partners LLC	17	2	21.5	10	21.5	10	2	10	94	Award
214	IT1 Source LLC	7	3	21.5	10	21.5	10	2	10	85	Award
215	ITPartsHelp	16	2	21.5	10	21.5	10	2	10	93	Award
216	JabberComm, Inc.	12	3	21.5	10	21.5	5	2	10	85	Award
217	Joseph One Technologies	7	0	21.5	10	21.5	5	2	10	77	Award
218	JPC Construction Inc., DBA J.C. Communications	21	3	21.5	10	21.5	10	2	10	99	No Bid

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
219	K12 Computers (Eleutheria Electronics Limited Liability Co)	6	0	21.5	10	21.5	10	2	8	79	Award
220	K12 Insight, LLC	6	3	21.5	10	21.5	5	2	10	79	Award
221	Kadera (Kadera Group LLC)	12	3	21.5	10	21.5	10	2	1	81	Award
222	Kascade LLC	17	3	21.5	10	21.5	5	2	5	85	Award
223	KMM TECHNOLOGIES, INC.	11	3	21.5	10	21.5	10	2	10	89	Award
224	Knowlej, Inc	16	2	21.5	10	21.5	5	2	5	83	Award
225	Komplement Inc.	9	3	21.5	10	21.5	10	2	10	87	Award
226	L4 Enterprise Consulting LLC	16	0	21.5	10	21.5	10	2	5	86	Award
227	Lab Resources, Inc.	4	3	21.5	10	21.5	10	2	10	82	Award
228	LanceSoft,Inc.	6	3	21.5	10	21.5	5	2	10	79	Award
229	LAZEL, Inc.	7	3	21.5	10	21.5	5	2	10	80	Award
230	Ledgent Technology (Roth Staffing)	14	2	21.5	10	21.5	5	2	10	86	Award
231	Lightspeed Systems (Lightspeed Solutions, LLC)	6	3	21.5	10	21.5	10	2	10	84	Award
232	Lightspeed Technologies, Inc.	22	3	21.5	10	21.5	10	2	10	100	Award
233	Limitless Office Products (Limitless products LLC)	18	0	21.5	10	21.5	10	2	10	93	Award
234	Little Sponges	4	3	21.5	10	21.5	10	2	10	82	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	Responding Vendor	22	3	21.5	10	21.5	10	2	10	100	
235	Live Mobile Technology Inc.	11	3	21.5	10	21.5	5	2	10	84	Award
236	Logical Front LLC	12	0	21.5	10	21.5	10	2	10	87	Award
237	Logisoft Computer Products, LLC	6	3	21.5	10	21.5	10	2	10	84	Award
238	Logista (Office Management Systems, Inc)	11	3	21.5	10	21.5	5	2	10	84	Award
239	Lozix, Inc.	9	3	21.5	10	21.5	5	2	5	77	Award
240	Lumen Technologies Inc. (CenturyLink)	6	0	21.5	10	21.5	5	2	10	76	Pending
241	Luxedo (Drive Holdings, LLC)	4	0	21.5	10	21.5	5	2	10	74	Award
242	Mainstream Technologies, Inc.	16	2	21.5	10	21.5	10	2	10	93	Award
243	Malum, Inc. (IntelliSee)	16	0	21.5	10	21.5	5	2	10	86	Award
244	ManEvSis LLC	16	1	21.5	10	21.5	5	2	5	82	Award
245	Martin & Company Av	11	2	21.5	10	21.5	Pending	2	10	78	Pending
246	Mason Technologies Inc	12	2	21.5	10	21.5	5	2	10	84	Award
247	Maxi Aids	14	0	21.5	10	21.5	10	2	10	89	Award
248	Megan Soft Inc	11	2	21.5	10	21.5	5	2	10	83	Award
249	Merlin International	7	0	21.5	10	21.5	5	2	10	77	Award
250	Mersoft Technology LLC	6	3	21.5	10	21.5	5	2	5	74	Award
251	Mid County Tech LLC	11	0	21.5	10	21.5	5	2	5	76	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
252	Mission Telecom (Mission Telecom (Nonprofit))	17	3	21.5	10	21.5	5	2	5	85	Award
253	Mobile Wireless LLC	6	3	21.5	10	21.5	10	2	10	84	Award
254	Modified Logic Inc.	4	3	21.5	10	21.5	10	2	8	80	Award
255	MONTEK CONSTRUCTION AND COMMUNICATION (MONTEK CAPITAL LLC)	6	3	21.5	10	21.5	5	2	1	70	Award
256	Montgomery Electronics & Communications Services, LLC	6	1	21.5	10	21.5	Pending	2	10	72	Pending
257	MProtective, LLC	6	3	21.5	10	21.5	5	2	10	79	Award
258	M-Square Systems, Inc.	11	0	21.5	10	21.5	5	2	10	81	Award
259	Multi-Skill Training Services, Inc.	4	0	21.5	10	21.5	5	2	10	74	Award
260	MusicFirst LLC	11	3	21.5	10	21.5	10	2	10	89	Award
261	NacSpace	12	1	21.5	10	21.5	5	2	10	83	Award
262	Nagnoi, LLC dba Edulogika	7	3	21.5	10	21.5	5	2	10	80	Pending
263	Navigate360, LLC	11	0	21.5	10	21.5	10	2	10	86	Award
264	NBCP Communications Systems (New Beginnings Capital Partnership, LLC)	17	0	21.5	10	21.5	10	2	10	92	Award
265	NEI Datacom (Nemmer Electric, Inc.)	16	2	21.5	10	21.5	10	2	10	93	Award
266	NEOGOV (Governmentjobs.com, Inc.)	9	3	21.5	10	21.5	5	2	10	82	Pending
267	NetCom, Inc.	9	2	21.5	10	21.5	10	2	10	86	Award
268	Netsweeper Inc	17	0	21.5	10	21.5	10	2	10	92	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
269	Netsync Network Solutions	9	2	21.5	10	21.5	10	2	10	86	Award
270	Netwatch, Inc.	12	2	21.5	10	21.5	5	2	10	84	Award
271	Network Cabling Services, Inc.	14	2	21.5	10	21.5	5	2	10	86	Award
272	New Horizons (New Horizons Learning, LLC)	11	3	21.5	10	21.5	10	2	10	89	Award
273	New Math Data PubSec, LLC	6	3	21.5	10	21.5	5	2	10	79	Award
274	NewQuest IT Solutions, LLC	7	3	21.5	10	21.5	5	2	10	80	Award
275	Newsela, Inc.	4	3	21.5	10	21.5	10	2	10	82	Award
276	Nexus AI (Courseflow)	21	3	21.5	10	21.5	10	2	8	97	Award
277	Nimble Energy Inc.	11	3	21.5	10	21.5	5	2	8	82	Award
278	Norseman Defense Technologies (Norseman, Inc.)	11	3	21.5	10	21.5	5	2	10	84	Award
279	Nova (IOC Global Holdings LLC)	21	0	21.5	10	21.5	5	2	10	91	Award
280	Numbers Only Inc	11	0	21.5	10	21.5	10	2	10	86	Award
281	Nutrislice (Nutrislice, Inc)	17	0	21.5	10	21.5	10	2	10	92	Award
282	One to One Plus (Edutek Solutions, LLC)	16	3	21.5	10	21.5	10	2	10	94	Award
283	Onit, Inc	16	2	21.5	10	21.5	5	2	10	88	Pending
284	Open Architects, Inc.	6	3	21.5	10	21.5	10	2	10	84	Award
285	OperationsHERO	16	3	21.5	10	21.5	10	2	8	92	Award
286	Packet360 INC.	11	3	21.5	10	21.5	5	2	10	84	Award
287	Paloma Learning, Inc.	4	3	21.5	10	21.5	5	2	5	72	Award
288	Pantheon Global Solutions LLC	16	3	21.5	10	21.5	5	2	5	84	Award
289	Paper Education America Inc.	14	3	21.5	10	21.5	10	2	10	92	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
290	Paratum Solutions (Paratum Solutions, LLC)	7	3	21.5	10	21.5	10	2	5	80	Award
291	Pathway Communications Group LLC	12	3	21.5	10	21.5	10	2	10	90	Award
292	Patriot Consulting Technology Group LLC	16	3	21.5	10	21.5	5	2	10	89	Award
293	PC Hotline, Inc	21	3	21.5	10	21.5	10	2	10	99	Award
294	PCS Telecom Inc.	11	2	21.5	10	21.5	10	2	10	88	Award
295	PCs2U, Inc	16	2	21.5	10	21.5	10	2	10	93	Award
296	PEAKE LLC (Incident Communication Solutions)	12	1	21.5	10	21.5	5	2	10	83	Award
297	Pearson Education INC	4	2	21.5	10	21.5	5	2	10	76	Pending
298	Phoenix Business Consulting (Phoenix Business, Inc.)	21	3	21.5	10	21.5	10	2	10	99	Award
299	PI R-SQUARE SOLUTIONS LLC	11	2	21.5	10	21.5	5	2	10	83	Award
300	PiggyBack Cabling LLC (PBC Technologies)	6	3	21.5	10	21.5	10	2	8	82	Award
301	Platinum Technologies, LLC	17	3	21.5	10	21.5	5	2	10	90	Award
302	Poster Studio Express (Red Circle Solutions)	4	2	21.5	10	21.5	10	2	10	81	Award
303	PowerGistics (G.D. Roberts & Co., Inc)	Pending	Pending	21.5	10	21.5	10	2	10	75	Pending
304	PowerSchool Group LLC (PowerSchool Corporation)	9	3	21.5	10	21.5	10	2	10	87	Award
305	PRC-Saltillo (Prentke Romich Company)	14	1	21.5	10	21.5	5	2	10	85	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
306	Premier DataCom LLC	16	3	21.5	10	21.5	5	2	10	89	Award
307	Presentation Concepts Corporation	4	3	21.5	10	21.5	10	2	10	82	Award
308	Primary Software Solutions, Inc.	22	2	21.5	10	21.5	10	2	10	99	Award
309	Prime Office Products LLC	16	1	21.5	10	21.5	5	2	5	82	Award
310	Procom (Bolin Communications, Inc.)	17	0	21.5	10	21.5	10	2	10	92	Award
311	ProtekAV, LLC (Protek Holdings, LLC)	12	2	21.5	10	21.5	10	2	1	80	Award
312	Proverbs 356 Legacy LLC (356 Consulting and Concierge Services and 356 Integrations)	16	3	21.5	10	21.5	5	2	8	87	Award
313	PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	16	0	21.5	10	21.5	10	2	10	91	Award
314	Qnet Information Services (Qnet, Inc)	11	3	21.5	10	21.5	10	2	10	89	Award
315	Red Garrison LLC	11	1	21.5	10	21.5	5	2	1	73	Award
316	Red Siege, LLC	16	3	21.5	10	21.5	10	2	10	94	Award
317	Reliant Media LLC	11	3	21.5	10	21.5	5	2	10	84	Award
318	Renewal Global Exchange Limited Liability Company	16	0	21.5	10	21.5	5	2	1	77	Award
319	Rescue (Punch Rescue, Inc.)	22	1	21.5	10	21.5	5	2	5	88	Award
320	Resilient Intelligent Networks	16	1	21.5	10	21.5	10	2	10	92	Award
321	Responsive Services International Corp	21	3	21.5	10	21.5	10	2	10	99	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
322	Results Computers, Inc (Bricktown Technologies, LLC)	16	0	21.5	10	21.5	10	2	10	91	Award
323	Rexing Consulting, LLC	21	1	21.5	10	21.5	5	2	10	92	Award
324	REYNOLDS ROOMS INC.	6	3	21.5	10	21.5	5	2	8	77	Award
325	Rise Vision (Rise Vision Inc.)	16	0	21.5	10	21.5	10	2	10	91	Award
326	Riverside Technologies Inc. (Riverside Technologies Inc)	16	3	21.5	10	21.5	10	2	10	94	Award
327	Rouxbe Global Food Group Inc	4	2	21.5	10	21.5	5	2	10	76	Award
328	Rozin Technologies LLC	16	3	21.5	10	21.5	5	2	10	89	Award
329	Rubin Education (Rubin Education Corporation)	16	0	21.5	10	21.5	5	2	10	86	Award
330	RYCOR	22	2	21.5	10	21.5	10	2	10	99	Award
331	Safari Micro	16	1	21.5	10	21.5	10	2	10	92	Award
332	Safe Harbor Group, LLC	7	1	21.5	10	21.5	5	2	10	78	Award
333	Santa Rosa Communications	13	0	21.5	10	21.5	5	2	10	83	Award
334	SATCHEL PULSE (Teachercentric Inc.)	11	3	21.5	10	21.5	Pending	2	10	79	Pending
335	ScanTech AI Systems Inc.	12	3	21.5	10	21.5	5	2	10	85	Award
336	Sched LLC	16	0	21.5	10	21.5	5	2	10	86	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
337	Schillers Audio Visual (W. Schiller & Co., Inc.)	11	0	21.5	10	21.5	10	2	10	86	Award
338	Scholar Haven LLC	6	3	21.5	10	21.5	5	2	1	70	Award
339	SchoolBlocks (SoprisApps)	16	0	21.5	10	21.5	10	2	10	91	Award
340	SchooLinks Inc	6	1	21.5	10	21.5	10	2	10	82	Award
341	Science Interactive Group	12	3	21.5	10	21.5	5	2	10	85	Award
342	Screencastify	14	1	21.5	10	21.5	5	2	10	85	Award
343	Seaton Automation LLC	6	3	21.5	10	21.5	10	2	10	84	Award
344	Security Engineering of Pensacola, Inc.	11	3	21.5	10	21.5	5	2	10	84	Award
345	Securranty, Inc	16	3	21.5	10	21.5	10	2	10	94	Award
346	Sentinel Information Security, LLC.	16	3	21.5	10	21.5	10	2	10	94	Award
347	Sequel Data Systems	12	3	21.5	10	21.5	10	2	10	90	Award
348	Service Plus Telecommunications, Inc.	14	3	21.5	10	21.5	10	2	10	92	Award
349	Shepherd Communication & Security (Open Water Solution, LLC)	12	3	21.5	10	21.5	5	2	10	85	Award
350	Shipcom	7	0	21.5	10	21.5	10	2	10	82	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	Responding Vendor	22	3	21.5	10	21.5	10	2	10	100	
351	SignGlasses, LLC	14	0	21.5	10	21.5	5	2	10	84	Award
352	Sky Communications Inc	7	3	21.5	10	21.5	10	2	10	85	Award
353	Smartcom Telephone, LLC	16	0	21.5	10	21.5	10	2	10	91	Award
354	Smarter Consulting	11	0	21.5	10	21.5	5	2	10	81	Award
355	Software One Inc	7	3	21.5	10	21.5	10	2	10	85	Pending
356	Solodev (SpaceMade LLC)	12	3	21.5	10	21.5	5	2	10	85	Award
357	SOPHOS, INC.	16	1	21.5	10	21.5	5	2	10	87	Pending
358	SpainTechandSolutionsLLC	Pending	0	21.5	10	21.5	5	2	1	61	Pending
359	Square Technology (David Frisbie)	7	3	21.5	10	21.5	10	2	10	85	Award
360	StageSpot (We Get Lit, LLC)	11	2	21.5	10	21.5	10	2	10	88	Award
361	StarBoard Solution, Inc	11	0	21.5	10	21.5	10	2	10	86	Award
362	Starks Industries Inc.	7	3	21.5	10	21.5	10	2	10	85	Award
363	SteelWave Technologies LLC	7	3	21.5	10	21.5	5	2	1	71	Award
364	SteepSteel (SteepSteel, LLC)	16	3	21.5	10	21.5	10	2	10	94	Award
365	Stellar Wavez Communications LLC	16	0	21.5	10	21.5	5	2	5	81	Award
366	Sterling Associates, Inc.	21	2	21.5	10	21.5	10	2	10	98	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
367	Stone Education Consultants LLC.	6	3	21.5	10	21.5	5	2	10	79	Award
368	Strattmont Group	12	3	21.5	10	21.5	10	2	10	90	Award
369	Structured Light Group LLC	6	3	21.5	10	21.5	5	2	1	70	Award
370	STS Recycling LLC	12	2	21.5	10	21.5	Pending	2	10	79	Pending
371	Subject Technologies, Inc. (Subject)	12	3	21.5	10	21.5	5	2	10	85	Award
372	Suddath Relocation Systems of Texas (The Suddath Companies)	4	0	21.5	10	21.5	Pending	2	10	69	Pending
373	Superior Alarms	7	0	21.5	10	21.5	10	2	10	82	Award
374	Swensa LLC	21	0	21.5	10	21.5	5	2	10	91	Award
375	Swept Away Janitorial LLC	Pending	3	21.5	10	21.5	Pending	2	8	66	No Bid
376	System Integrations, LLC	11	3	21.5	10	21.5	5	2	10	84	Award
377	TAG Communications, L.P.	3	0	21.5	10	21.5	10	2	10	78	Award
378	TALOSYS Inc.	11	0	21.5	10	21.5	5	2	10	81	Award
379	Tangent Computer	16	0	21.5	10	21.5	10	2	10	91	Award
380	Teaching Strategies, LLC (UTJ Holdco, Inc.)	4	3	21.5	10	21.5	10	2	10	82	Award
381	Tech Advisor Services (Environment Solutions Griup)	21	0	21.5	10	21.5	10	2	10	96	Award
382	Techconnex (MEYTech Enterprises, INC.)	6	2	21.5	10	21.5	5	2	10	78	Award
383	Techgene Solutions LLC	16	3	21.5	10	21.5	5	2	10	89	Award
384	TechGuard Security, LLC	11	3	21.5	10	21.5	5	2	10	84	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
385	Techknow123 (Techknow123 Technology Made Easy)	14	0	21.5	10	21.5	10	2	10	89	Award
386	Technical Laboratory Systems, Inc.	4	1	21.5	10	21.5	10	2	10	80	Award
387	Technology Express (SOS Computers, LLC)	11	3	21.5	10	21.5	5	2	10	84	Award
388	Technology Lab, LLC	11	0	21.5	10	21.5	5	2	10	81	Award
389	Techsico Enterprise Solutions Inc.	9	0	21.5	10	21.5	5	2	10	79	Award
390	TECSolutions, Inc.	4	1	21.5	10	21.5	10	2	10	80	Award
391	Teksys, Inc	7	3	21.5	10	21.5	5	2	10	80	Award
392	TekVisions, Inc.	16	0	21.5	10	21.5	10	2	10	91	Award
393	Tekvox	21	3	21.5	10	21.5	10	2	10	99	Award
394	Tellabs	6	3	21.5	10	21.5	5	2	10	79	Award
395	Telo AI Inc.	6	0	21.5	10	21.5	5	2	5	71	Award
396	Teltech Communications LLC	6	3	21.5	10	21.5	10	2	10	84	Award
397	Terralogic Document Systems, Inc.	7	3	21.5	10	21.5	10	2	10	85	Award
398	Texavy	Pending	Pending	21.5	10	21.5	5	2	10	70	Pending
399	The CTI Group Inc.	7	3	21.5	10	21.5	5	2	1	71	Award
400	The Design Firm, Inc (The Design Firm Of Tampa, Inc)	21	2	21.5	10	21.5	5	2	1	84	Award
401	Tino LLC	7	3	21.5	10	21.5	10	2	10	85	Award
402	Ti-SALES, LLC (Ti-SALES)	16	3	21.5	10	21.5	5	2	10	89	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	Responding Vendor	22	3	21.5	10	21.5	10	2	10	100	
403	Toptal, LLC	16	1	21.5	10	21.5	5	2	10	87	Pending
404	Touchpoint (Touchpoint Industries LLC)	17	3	21.5	10	21.5	5	2	10	90	Award
405	Touchview Interactive (OCKERS COMPANY)	21	2	21.5	10	21.5	5	2	10	93	Award
406	TransAct Communications, LLC	6	3	21.5	10	21.5	5	2	10	79	Award
407	Trebron Security, LLC	12	3	21.5	10	21.5	10	2	10	90	Award
408	Trekai	16	3	21.5	10	21.5	5	2	5	84	Award
409	TriCorps Surveillance	14	0	21.5	10	21.5	10	2	10	89	Award
410	True IP Solutions LLC	11	3	21.5	10	21.5	10	2	10	89	Award
411	Turnitin, LLC	6	3	21.5	10	21.5	10	2	10	84	Award
412	Tutorade (BGN Services LLC)	Pending	3	21.5	10	21.5	10	2	1	69	Pending
413	Tyler Technologies, Inc.	6	3	21.5	10	21.5	10	2	10	84	Pending
414	Ulu Niu Energy (Emerald Valley Consulting Group LLC)	16	3	21.5	10	21.5	10	2	10	94	Award
415	United Systems Inc	12	2	21.5	10	21.5	10	2	10	89	Award
416	Upper Edge Tech	6	0	21.5	10	21.5	10	2	10	81	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	Responding Vendor	22	3	21.5	10	21.5	10	2	10	100	
417	UZBL (UZBL LLC)	21	2	21.5	10	21.5	10	2	10	98	Award
418	Varitronics LLC	6	1	21.5	10	21.5	10	2	10	82	Award
419	Vasco Electronics LLC	16	0	21.5	10	21.5	5	2	10	86	Award
420	vCloud Tech Inc	7	2	21.5	10	21.5	10	2	10	84	Award
421	Veoci Inc.	7	2	21.5	10	21.5	10	2	10	84	Award
422	VeraPro	14	3	21.5	10	21.5	5	2	10	87	Award
423	Verge Network Solutions, LLC	21	3	21.5	10	21.5	5	2	10	94	Award
424	VEX Robotics INC.	4	3	21.5	10	21.5	10	2	10	82	Award
425	Victory Technology Company	7	0	21.5	10	21.5	5	2	5	72	Award
426	Video Reality	11	2	21.5	10	21.5	10	2	10	88	Award
427	Vigilance Technology LLC	12	3	21.5	10	21.5	5	2	5	80	Award
428	Vinsys Information Technology, Inc	11	0	21.5	10	21.5	5	2	10	81	Award
429	VISUAL AV LLC	12	0	21.5	10	21.5	10	2	10	87	Award
430	Visual Sound, Inc.	7	3	21.5	10	21.5	10	2	10	85	Award
431	Vocabulary.com (Thinkmap, Inc.)	4	3	21.5	10	21.5	10	2	10	82	Award
432	VOLUBLE SYSTEMS LLC (Voluble Systems LLC)	11	0	21.5	10	21.5	10	2	10	86	Award
433	Volume Cases (Hut Global Inc)	11	3	21.5	10	21.5	10	2	10	89	Award
434	VSPASTRA SOLUTIONS LLC	7	3	21.5	10	21.5	5	2	8	78	Award
435	VTX1 Companies (VTX Communications, LLC)	22	3	21.5	10	21.5	10	2	10	100	Award

TIPS SCORE SHEET

	Contract #:	260105				Award Date:		May 22, 2026			
	Category:	Technology Solutions, Products, and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
436	W3Schools (W3Schools Network AS)	12	3	21.5	10	21.5	5	2	10	85	Award
437	WareHouse 13 (Rosenbaum)	21	2	21.5	10	21.5	5	2	10	93	Award
438	Wassmann Audio Video Inc	12	3	21.5	10	21.5	5	2	10	85	Award
439	Westfair TV LLC	7	1	21.5	10	21.5	10	2	10	83	Award
440	WheresTheBus LLC	12	3	21.5	10	21.5	5	2	10	85	Award
441	WhitegloveAI	12	1	21.5	10	21.5	5	2	5	78	Award
442	Wildfire Technology Integration LLC	7	1	21.5	10	21.5	5	2	10	78	Award
443	Wind Water Controls	7	3	21.5	10	21.5	5	2	8	78	Award
444	Winpure	11	0	21.5	10	21.5	5	2	10	81	Award
445	Work On Learning, Inc. (Classwork.com)	9	3	21.5	10	21.5	10	2	8	85	Award
446	World Wide Imaging Supplies (Zapopan Business Group, LLC)	21	3	21.5	10	21.5	10	2	10	99	Award
447	Worth Ave Group	16	3	21.5	10	21.5	10	2	10	94	Award
448	Wrangler K9 Detection (BREEANNA CHRISTENSEN)	7	0	21.5	10	21.5	10	2	8	80	Award
449	X-Cal Corp	4	0	21.5	10	21.5	10	2	10	79	Award
450	Xcloud LLC	6	2	21.5	10	21.5	5	2	8	76	Award
451	Yourway Learning (Learning Innovation Catalyst Inc.)	16	3	21.5	10	21.5	5	2	8	87	Award
452	ZUNI Learning Tree LLC	7	2	21.5	10	21.5	10	2	10	84	Award
453	MULTIVISTA	22	0	21.5	10	21.5	5	2	10	92	Award
454	Professional Employment Group of Colorado LLC	11	0	21.5	10	21.5	5	2	10	81	Award

AGENDA ITEM NO. 9.12

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Use of the Interlocal Purchasing Agreement (TIPS) Academic and Educational Goods and Services #240804, SDMC No. 27-0044-BS Estimated in the Amount of $350,000.00 Annually (Multiple Funding Sources)

Executive Summary
The School District requests approval to utilize The Interlocal Purchasing System (TIPS) cooperative, sponsored by Region 8 Education Service Center in Texas, for purchases under the Academic and Educational Goods and Services #240804, which has been competitively solicited and awarded. Participation in this contract enables the District to efficiently procure instructional materials, classroom equipment, educational software, STEM/CTE resources, library materials, professional development, and other academic goods and services at competitively awarded pricing through approved vendors. The vendors have agreed to extend their pricing to the School District Manatee County under the same terms and conditions. Copies of the specifications are on file in the Purchasing Department. Additional awarded vendors may be made available as needed.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is through October 31, 2029 with renewals available through October 31, 2030. This is a new bid therefore there is no historical spend available.

The District will utilize the awarded suppliers below:

- Carnegie Learning, Inc., Pittsburgh, PA, Florida Document No. P22000003855
- Jigsaw Learning LLC, DBA Teachtown, Woburn,
- Make Music, Inc., Louisville, CO, Florida Document No. Not Required
- Pioneer Valley Books, Florence, MA, Florida Document No. Not Required
- Progress Learning, Atlanta, GA, Florida Document No. M19000003703
- Superior Text, LLC, Birmingham, AL, Florida Document No. M20000006674
- Vex Robotics, Inc., Greenville, TX, Florida Document No. Not Required

Rule 6A-1.012(6), Florida Administrative Code, states "In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval of the use of the Interlocal Purchasing Agreement (TIPS) academic and educational goods and services #240804, SDMC No. 27-0044-BS estimated in the amount of $350,000.00

annually (multiple funding sources).

Financial Impact

The funding source for this annually estimated expenditure are included in the General Funds, Special Projects, Federal Projects and Capital Accounts and are included in the school sites and departments proposed budget for 2026 – 2027.

Contact

Submitting Departments: Curriculum/Purchasing

Item Owners: Derek Jensen/Katy Mei

Attachments:

240804 Tabulation

TIPS SCORE SHEET

	Contract #:	240804				Award Date:		October 24, 2024			
	Category:	Academic and Educational Goods and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	Responding Vendor	22	3	21.5	10	21.5	10	2	10	100	
1	A.M. Designs LLC	8	0	21.5	10	21.5	10	2	10	83	Award
2	AAA Business Supplies & Interiors	20	2	21.5	10	21.5	5	2	10	92	Award
3	ABDO Publishing Company	8	1	21.5	10	21.5	10	2	10	84	Award
4	Accelerate Learning, Inc.	8	1	21.5	10	21.5	10	2	10	84	Award
5	AccuCut LLC	22	1	21.5	10	21.5	10	2	10	98	Award
6	Activa Products	14	0	21.5	10	21.5	10	2	10	89	Award
7	Advent Tech, Inc	10	3	21.5	10	21.5	5	2	10	83	Award
8	Alegra Learning Inc.	22	3	21.5	10	21.5	5	2	10	95	Award
9	Alfred Music(Alfred Publishing, LLC)	17	3	21.5	10	21.5	5	2	10	90	Award
10	All About Animals, LLC	9	1	21.5	10	21.5	10	2	10	85	Award
11	ALL In Learning, Inc.	7	3	21.5	10	21.5	10	2	10	85	Award
12	Amplio Learning Technologies, Inc	17	2	21.5	0	21.5	5	2	10	79	Award
13	Applied Practice (Propel Education Strategies, Inc.)	7	3	21.5	10	21.5	10	2	10	85	Award

TIPS SCORE SHEET

	Contract #:	240804				Award Date:		October 24, 2024			
	Category:	Academic and Educational Goods and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
14	APT Communications Inc.	14	0	21.5	10	21.5	5	2	10	84	Award
15	Ascend Education	9	1	21.5	10	21.5	10	2	10	85	Award
16	ASW Enterprises, LLC	9	3	21.5	10	21.5	10	2	10	87	Award
17	Axiom Learning, Inc.	14	2	21.5	10	21.5	10	2	10	91	Award
18	B E Publishing	19	2	21.5	10	21.5	10	2	10	96	Award
19	Ballard & Tighe, Publishers (Educational IDEAS INC.)	7	2	21.5	10	21.5	10	2	10	84	Award
20	Barnes and Noble Booksellers Inc	9	1	21.5	10	21.5	10	2	10	85	Award
21	Benchmark Education Company LLC	6	2	21.5	10	21.5	10	2	10	83	Pending
22	BetterLesson, Inc.	12	3	21.5	10	21.5	5	2	10	85	Award
23	BILINGUAL GRAMMAR CURRICULUM LLC	9	3	21.5	10	21.5	10	2	8	85	Award
24	Booksource (GL group, Inc)	9	0	21.5	10	21.5	5	2	10	79	Award
25	Boom Learning (Omega Labs Inc)	9	3	21.5	10	21.5	10	2	10	87	Award

TIPS SCORE SHEET

	Contract #:	**240804**				**Award Date:**		**October 24, 2024**			
	Category:	**Academic and Educational Goods and Services**				**Minimum Required:**		**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
26	BOUND TO STAY BOUND BOOKS, INC.	19	3	21.5	10	21.5	10	2	10	97	Award
27	Braintrust Tutors Inc.	7	3	21.5	10	21.5	5	2	10	80	Award
28	Cambridge Educational Services Inc.	19	3	21.5	10	21.5	10	2	10	97	Award
29	Capturing Kids' Hearts (The Flippen Group, LLC)	9	3	21.5	10	21.5	10	2	10	87	Award
30	Carnegie Learning, Inc.	14	2	21.5	10	21.5	10	2	10	91	Award
31	Cat Simulators (Simformotion LLC)	15	2	21.5	10	21.5	5	2	10	87	Award
32	Catapult Learning West, LLC	7	2	21.5	10	21.5	5	2	10	79	Award
33	Centervention (Personalized Learning Games, Inc.)	17	2	21.5	10	21.5	5	2	10	89	Award
34	ChanceLight, Inc.	11	3	21.5	10	21.5	5	2	10	84	Award
35	Choosing the Best Publishing, LLC	8	2	21.5	10	21.5	10	2	10	85	Award
36	CIS Data Services, LLC	14	2	21.5	10	21.5	5	2	10	86	Award
37	Cleverex Systems, Inc.	9	1	21.5	10	21.5	5	2	10	80	Award
38	CMC Neptune (CMC Neptune LLC)	12	3	21.5	10	21.5	10	2	8	88	Award
39	CMS Electracom	22	1	21.5	10	21.5	5	2	10	93	Award

TIPS SCORE SHEET

	Contract #:	**240804**				**Award Date:**		**October 24, 2024**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
40	Code4Kids	14	1	21.5	10	21.5	5	2	10	85	Award
41	The Continental Press Inc	7	0	21.5	10	21.5	10	2	10	82	Award
42	Crabtree Publishing Company	9	1	21.5	10	21.5	10	2	10	85	Award
43	Crunched, Inc.	14	0	21.5	10	21.5	5	2	10	84	Award
44	Curtis Stout A/V	20	3	21.5	10	21.5	10	2	10	98	Award
45	Didax, INC	17	1	21.5	10	21.5	5	2	10	88	Award
46	Discount School Supply (Early Childhood LLC)	21	1	21.5	10	21.5	10	2	10	97	Award
47	Edpuzzle, inc.	12	2	21.5	10	21.5	10	2	10	89	Award
48	Education Advanced, Inc.	7	3	21.5	10	21.5	5	2	10	80	Award
49	Education Graphic Solutions LLC	14	0	21.5	10	21.5	5	2	1	75	Award
50	Educators Depot Inc	9	2	21.5	10	21.5	10	2	10	86	Award
51	Educentric, Inc.	19	3	21.5	10	21.5	5	2	5	87	Award
52	EDUStaff (EDUStaff, LLC)	7	3	21.5	10	21.5	10	2	10	85	Award
53	Engaged Systems	14	3	21.5	10	21.5	10	2	10	92	Award
54	Escape Rooms 4 Schools	14	0	21.5	10	21.5	Pending	2	10	79	Pending
55	~~ETA~~ hand2mind (hand2mind, Inc.)	21	0	21.5	10	21.5	Pending	2	10	86	Pending

TIPS SCORE SHEET

	Contract #:	**240804**				**Award Date:**		**October 24, 2024**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
56	Evan-Moor Educational Publishers	12	3	21.5	10	21.5	10	2	10	90	Pending
57	EveryDay Labs (In Class Today, Inc.)	10	3	21.5	10	21.5	10	2	10	88	Award
58	Exploros, Inc.	9	3	21.5	10	21.5	10	2	10	87	Award
59	Express Booksellers (Express Booksellers, LLC)	10	1	21.5	10	21.5	10	2	10	86	Award
60	FASTSIGNS Galveston	10	3	21.5	10	21.5	5	2	5	78	Award
61	Faye Whitlow (Martha Faye Whitlow)	12	2	21.5	10	21.5	10	2	10	89	Award
62	Field Dots, LLC	10	0	21.5	10	21.5	10	2	10	85	Award
63	Firelight Books	7	3	21.5	10	21.5	10	2	10	85	Award
64	Fork Farms LLC (VRTKL, Inc)	9	3	21.5	10	21.5	5	2	10	82	Award
65	Formative Loop	7	3	21.5	10	21.5	10	2	10	85	Award
66	Function 4 LLC	19	2	21.5	10	21.5	10	2	10	96	Award
67	Global Legacy Ventures	19	0	21.5	10	21.5	5	2	1	80	Pending
68	Studiously(Granthropology LLC)	15	2	21.5	10	21.5	5	2	1	78	Award
69	Horizon AVL System Integrator (Horizon A V LLC)	22	2	21.5	10	21.5	5	2	10	94	Award
70	IPEVO INC	12	3	21.5	10	21.5	10	2	10	90	Award
71	The Creative Company(J Appleseed, INC)	22	3	21.5	10	21.5	10	2	10	100	Award

TIPS SCORE SHEET

	Contract #:	240804				Award Date:		October 24, 2024			
	Category:	Academic and Educational Goods and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
72	JIGSAW LEARNING LLC DBA TEACHTOWN	7	1	21.5	10	21.5	10	2	10	83	Award
73	JourneyEd.com, Inc.	12	0	21.5	10	21.5	10	2	10	87	Award
74	Kaplan Early Learning Company	21	3	21.5	10	21.5	10	2	10	99	Award
75	Kodely	18	0	21.5	10	21.5	5	2	5	83	Award
76	Lakeshore Learning Materials, LLC	12	3	21.5	10	21.5	10	2	10	90	Award
77	Language Testing International, Inc. (Gosia Jaros-White)	9	3	21.5	10	21.5	5	2	10	82	Award
78	Learn by Doing, Inc.	7	0	21.5	10	21.5	10	2	10	82	Award
79	Learning Labs, Inc.	9	3	21.5	10	21.5	5	2	10	82	Award
80	Legends of Learning, Inc.	9	0	21.5	10	21.5	10	2	10	84	Award
81	Lehrbook, LLC	10	3	21.5	10	21.5	5	2	5	78	Award
82	Lerner Publishing Group	22	2	21.5	10	21.5	10	2	10	99	Award
83	Lexia Learning Systems LLC	9	1	21.5	10	21.5	10	2	10	85	Award
84	Limitless Office Products (Limitless products LLC)	22	0	21.5	10	21.5	10	2	10	97	Award

TIPS SCORE SHEET

	Contract #:	240804				Award Date:		October 24, 2024			
	Category:	Academic and Educational Goods and Services				Minimum Required:		70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
85	Lit for Life (Lit for Life, LLC)	13	0	21.5	10	21.5	5	2	8	81	Award
86	Little Rock & Conway Sign, LLC	13	3	21.5	10	21.5	5	2	10	86	Award
87	Little Sponges	13	1	21.5	10	21.5	10	2	10	89	Award
88	MacDermott Method (MacDermott Method B2B, LLC)	18	1	21.5	10	21.5	5	2	10	89	Award
89	Mackin Educational Resources (Mackin Book Company)	10	3	21.5	10	21.5	10	2	10	88	Award
90	Magazine Subscriptions PTP	22	0	21.5	10	21.5	10	2	10	97	Award
91	MakeMusic, Inc.	11	3	21.5	10	21.5	5	2	10	84	Award
92	Maneuvering the Middle LLC	8	3	21.5	10	21.5	5	2	10	81	Award
93	Math GPS, LLC	11	1	21.5	10	21.5	10	2	10	87	Award
94	McGraw-Hill LLC	11	3	21.5	10	21.5	10	2	10	89	Award
95	Midwest Musical Imports (MSA Music Inc)	10	2	21.5	10	21.5	10	2	10	87	Award

TIPS SCORE SHEET

	Contract #:	**240804**				**Award Date:**		**October 24, 2024**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
96	Mosa Mack Science, Inc	15	2	21.5	10	21.5	5	2	10	87	Award
97	W. H. Freeman and Worth Publishing Group, LLC (Macmillan Holdings, LLC.)	8	1	21.5	10	21.5	10	2	10	84	Award
98	National Science Teachers Association	8	0	21.5	10	21.5	Pending	2	10	73	Pending
99	Oriental Trading Company, Inc (OTC Direct, Inc.)	13	2	21.5	10	21.5	5	2	10	85	Award
100	Pala Supply Company, Inc	12	2	21.5	10	21.5	10	2	10	89	Award
101	Pathful, Inc (Pathful, Inc.)	8	3	21.5	10	21.5	5	2	5	76	Award
102	Pencil Ladies, LLC	18	3	21.5	10	21.5	10	2	10	96	Award
103	Performing in Education, LLC	8	3	21.5	10	21.5	5	2	10	81	Award
104	Pioneer Valley Books (Pioneer Valley Educational Press)	18	3	21.5	10	21.5	10	2	10	96	Award
105	Platinum Consulting Services	10	2	21.5	10	21.5	5	2	8	80	Award
106	Positive Promotions, Inc	8	0	21.5	10	21.5	10	2	10	83	Award
107	Practicing Musician	15	0	21.5	10	21.5	5	2	10	85	Award
108	Premier Music Teaching Aids LLC	8	2	21.5	10	21.5	10	2	8	83	Award
109	Prestwick House Inc	8	0	21.5	10	21.5	10	2	10	83	Award
110	Prisms of Reality Inc.	11	3	21.5	10	21.5	5	2	8	82	Award
111	PROGRESS LEARNING LLC	8	2	21.5	10	21.5	10	2	10	85	Award

TIPS SCORE SHEET

	Contract #:	**240804**				**Award Date:**		**October 24, 2024**			
	Category:	**Academic and Educational Goods and Services**			**Minimum Required:**			**70**			
		Pricing	**Reputation**	**Quality**	**Long Term Costs**	**Meets Needs**	**Past Relations**	**HUB**	**Experience**	**Total**	**ACTION**
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
112	QuaverEd, Inc	8	3	21.5	10	21.5	10	2	10	86	Award
113	RALLY! Education (RALLY EDUCATION LLC)	8	0	21.5	10	21.5	10	2	1	74	Award
114	Readers 2 Leaders	8	2	21.5	10	21.5	5	2	10	80	Award
115	Reading Horizons	10	3	21.5	10	21.5	10	2	10	88	Award
116	Realityworks, Inc.	8	3	21.5	10	21.5	10	2	10	86	Award
117	Really Good Stuff, LLC	12	0	21.5	10	21.5	10	2	10	87	Award
118	Renaissance Learning Inc	8	3	21.5	10	21.5	10	2	10	86	Award
119	Reynolds Manufacturing Corporation	13	2	21.5	10	21.5	10	2	10	90	Pending
120	RIGOR (SchoolAlytics)	15	0	21.5	10	21.5	10	2	10	90	Award
121	Riverside Insights (Riverside Assessments, LLC)	8	3	21.5	10	21.5	5	2	10	81	Award
122	Rosen Classroom (The Rosen Publishing Group, Inc)	8	1	21.5	10	21.5	10	2	10	84	Award
123	S and S Worldwide		1	21.5	10	21.5	10	2	10	76	Award
124	Salem Press Product Line (Grey House Publishing Inc.)	18	1	21.5	10	21.5	10	2	10	94	Award
125	SanJae Educational Resources, Inc.	14	0	21.5	10	21.5	10	2	10	89	Award

TIPS SCORE SHEET

	Contract #:	240804				Award Date:		October 24, 2024			
	Category:	Academic and Educational Goods and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
126	SASC, LLC dba Activate Learning	12	3	21.5	10	21.5	5	2	10	85	Award
127	Savvas Learning Company LLC (Gateway Education Holdings LLC)	8	3	21.5	10	21.5	5	2	10	81	Withdrawn
128	School Health Corporation	19	2	21.5	10	21.5	10	2	10	96	Award
129	School Rewards Me LLC	18	3	21.5	10	21.5	5	2	8	89	Award
130	SchooLinks Inc	19	2	21.5	10	21.5	10	2	10	96	Award
131	Simple Solutions (Simple Solutions Learning, Inc.)	9	0	21.5	10	21.5	5	2	10	79	Award
132	Simply Commercial LLC	12	2	21.5	10	21.5	5	2	8	82	Award
133	Simulation Curriculum Corp.	18	0	21.5	10	21.5	5	2	10	88	Award
134	Skill Struck (Skill Struck, Inc.)	13	3	21.5	10	21.5	10	2	10	91	Award
135	Smarty Symbols	18	1	21.5	10	21.5	5	2	10	89	Award
136	Soulstice Leadership Consulting (Soulstice Unlimited LLC)	18	3	21.5	10	21.5	5	2	1	82	Award
137	Speech Corner	8	2	21.5	10	21.5	10	2	10	85	Award
138	Steel Cabinets USA, Inc.	22	3	21.5	10	21.5	5	2	10	95	Award
139	STEM Detective, LLC	9	1	21.5	10	21.5	5	2	10	80	Award
140	Stephen Winton	8	1	21.5	10	21.5	5	2	1	70	Award
141	Storyshares	16	3	21.5	10	21.5	10	2	10	94	Award
142	SUPER DUPER PUBLICATIONS (SUPER DUPER INC)	13	2	21.5	10	21.5	10	2	10	90	Award

TIPS SCORE SHEET

	Contract #:	240804				Award Date:		October 24, 2024			
	Category:	Academic and Educational Goods and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
143	Superior Text, LLC	19	1	21.5	10	21.5	10	2	10	95	Award
144	Sweet Pipes, LLC	11	2	21.5	10	21.5	10	2	10	88	Award
145	Switch Global (Switch Global LLC)	10	3	21.5	10	21.5	10	2	10	88	Award
146	Teacher Created Materials, Inc.	8	3	21.5	10	21.5	10	2	10	86	Award
147	TEACHER DIRECT (TDSA, LLC)	8	0	21.5	10	21.5	10	2	10	83	Award
148	TFH USA LTD	11	2	21.5	10	21.5	10	2	10	88	Award
149	The Cecilia Global Group	14	0	21.5	10	21.5	10	2	8	87	Award
150	Therapro, Inc.	11	3	21.5	10	21.5	5	2	10	84	Award
151	ThinkCERCA (ThinkCERCA.com, Inc.)	13	0	21.5	10	21.5	10	2	10	88	Award
152	TinkRworks, Inc.	13	0	21.5	10	21.5	5	2	10	83	Award
153	TNTP, Inc.	8	3	21.5	0	21.5	5	2	10	71	Award
154	Together Telehealth PLLC	18	1	21.5	10	21.5	5	2	1	80	Award
155	Trautwein-GEOTAC (MMH Enterprises, LLC)	8	1	21.5	10	21.5	5	2	5	74	Award
156	Trekorda	8	2	21.5	10	21.5	5	2	10	80	Award
157	UnTapped Genius	8	2	21.5	10	21.5	10	2	10	85	Award
158	Alpine Education Solutions	13	3	21.5	10	21.5	5	2	10	86	Award
159	Varsity Tutors for Schools LLC	22	2	21.5	10	21.5	5	2	10	94	Award

TIPS SCORE SHEET

	Contract #:	240804				Award Date:		October 24, 2024			
	Category:	Academic and Educational Goods and Services			Minimum Required:			70			
		Pricing	Reputation	Quality	Long Term Costs	Meets Needs	Past Relations	HUB	Experience	Total	ACTION
#	**Responding Vendor**	22	**3**	**21.5**	**10**	**21.5**	**10**	**2**	**10**	**100**	
160	Ventris Learning (Ventris Learning LLC)	8	0	21.5	10	21.5	10	2	10	83	Award
161	VEX Robotics INC.	8	0	21.5	10	21.5	10	2	10	83	Award
162	Vista School Resources, Inc.	8	0	21.5	10	21.5	10	2	10	83	Award
163	W.W. Norton & Company, Inc.	9	3	21.5	10	21.5	10	2	10	87	Award
164	Waterford Research Institute	8	2	21.5	10	21.5	10	2	10	85	Award
165	WhyTry LLC	8	2	21.5	10	21.5	5	2	10	80	Award
166	William J Redmond & Son, Inc.	11	3	21.5	10	21.5	5	2	10	84	Award
167	Ztastic Solutions	11	1	21.5	10	21.5	5	2	5	77	Award
168	Academic Technologies, INC MANUAL****	20	1	21.5	10	21.5	5	2	10	91	Award
169	Supportive Hearing Systems, Inc MANUAL***	13	2	21.5	10	21.5	5	2	10	85	Award
170	The Markerboard People MANUAL****	9	3	21.5	10	21.5	10	2	10	87	Award

AGENDA ITEM NO. 9.13

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Purchase the Renewal for Student Accident Insurance, SDMC No. 27-0041-KD, Estimated in the Amount of $275,000.00 (Multiple Funding Sources)

Executive Summary
The student accident insurance program covers all Manatee County School District students during school classes, interscholastic sports, JROTC, Adult Vocational Education classes, and other specified school activities that are exclusively scheduled, sponsored, funded, and supervised by the Manatee County School Board. The District pays for an additional policy covering catastrophic injury for all sports.

The policy is issued by The Everest Reinsurance Company (A.M. Best's Report rating of A+). The programs are administered by KidGuard Insurance (formerly School Insurance of Florida), a specialist in the school insurance market, that provides coverage for most of the larger school districts in Florida.

The requested policy is valid for the 2026-2027 school year. The policy term periods have been co-termed to align with the fiscal year, as indicated in the policy quote.

Historical Expenditures are as follows:

- YTD 2025-2026 (July 1, 2025 through June 1, 2026) $237,197.64
- 2024-2025 $236,674.18
- 2023-2024 $275,123.83

The supplier is KidGuard Insurance, Winter Garden, FL, Florida Document No. G22000049175

Suppliers will only be utilized in accordance with District policies and procedures.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

State Board Rule 6A-1.012(15) states, "Except as otherwise required by statute, a district school board, when purchasing insurance, entering risk management programs, or contracting with third-party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent recommends approval to purchase student accident insurance, SDMC No. 27-0041-KD, estimated in the amount of $275,000.00 (Multiple Funding Sources).

Financial Impact
The funding source for this expenditure is the Risk Management Self Insurance Program, Extended Day

Enrichment Program, and other school/department funds, and is included in the proposed budget(s) for 2026-2027 **(Multiple Funding Sources)**.

Contact
Submitting Department: Risk Management and Purchasing
Initiated By: William (Bill) Kelley

Attachments:
SDMC Student Accident Insurance Renewal 2026-2027

PO Box 140926
Orlando, FL 32814
1-800-432-6915
Fax: 407-798-0296
www.kidguardinsurance.com

Manatee County School Board

2026-2027 Student Accident & Catastrophic Accident Insurance Renewal Summary
&
Application for Extending the Manatee County Student Accident Policy Protection Plans

PO Box 140926
Orlando, FL 32814
1-800-432-6915
Fax: 407-798-0296
www.kidguardinsurance.com

Manatee County School District
Student Insurance Policy Summary

- The student accident insurance program covers all Manatee County School District students during all school classes, interscholastic sports, ROTC, Adult Vocational Education classes and other specified school activities (itemized on page 4 and 5) that are exclusively scheduled, sponsored, funded, and supervised by the Manatee County School Board.

- The accident insurance policy pays medical expense benefits that are not collectible from other primary insurance sources up to $25,000 per covered accident subject to the policy schedule of benefits. Excess Coverage (acts as Primary for uninsured and to Medicaid).

- Parents and school medical providers have expressed strong positive feedback on last year's enhanced benefits, noting the increased financial protection provided by the policy, along with the prompt and courteous claims service delivered by KidGuard.

PO Box 140926
Orlando, FL 32814
1-800-432-6915
Fax: 407-798-0296
www.kidguardinsurance.com

Student Accident Policy

Effective and Termination Dates:
Currently June 1, 2025, to June 1, 2026 (12 months)
Changing to June 1, 2026 to July 1, 2027 (13 months)

Senior High School FHSAA Interscholastic Sports Participants:
Protection for all student athletes during FHSAA sanctioned sports practices and competitions: (Baseball, Girls Basketball, Boys Basketball, Bowling, Cheerleading, Cross Country, Flag Football Girls, Tackle Football, Golf, Girls Lacrosse, Boys Lacrosse, Girls Soccer, Boys Soccer, Softball, Swimming/Diving, Tennis, Track and Field, Boys Volleyball, Girls Volleyball, Water Polo, Weightlifting, Wrestling.). Included are Summer Sports Activities of Weight training and High School Open Gym.

Paid for by the individual schools.
2025-2026 12 Mo. Premium: $19,476.74 per high school (7) covers all athletes: $136,337.18
2026-2027 **13** Mo. Premium: $21,099.80 per high school (7) covers all athletes: $147,698.60 **(no Increase/month**).

Middle School Sports Participants:
Protection for all Middle School team student athletes during school scheduled and school coached and supervised sports practices and competitions during the regular school term. COST: $1,270 per middle school (11), excluding tackle football. Estimated Premium: $13,970.00 **No Increase**

Paid by the Athletic Department.
2025-2026 12 Mo. Premium: $1,270 per middle school (11) covers all athletes: $13,970.00
2026-2027 **13** Mo. Premium: $1,375.83 per middle school (11) covers all athletes: $15,134.17 **(no Increase/month**).

Expanded Accident Insurance Protection for all Manatee County District Students, Grades Pk – 12 + Head Start:
All Manatee County public school students, grades Pk-12, are protected by the school accident policy while they are attending school scheduled school classes and school scheduled, funded and school designated employee supervised activities, (P.E., shop, academic classes, driver's Ed., lunch, recess, field trips, etc.) during the regular school term and while students are attending summer school classes for academic credit.

Paid by District Funds (Paid via a three-installment billing schedule, district High Schools are Invoiced separately first after student enrollment numbers are received in early September, then again in November, and finally in March of 2026.

2025-2026 12 Mo. Premium **$1.15 per student X 42,608 students $48,999.20**
2026-2027 **13** Mo. Premium **$1.15 per student (no change) X 42,608 students 53,082.47**

KidGuard®
A DOXA COMPANY

PO Box 140926
Orlando, FL 32814
1-800-432-6915
Fax: 407-798-0296
www.kidguardinsurance.com

Extended Day Participant Rates:
Covers participants while attending school sponsored, school scheduled and supervised activities on field trips and while on school premises. 12 Month Coverage COST: $4.00 per participant (3500* participants @ $4.00 **(no increase**) = $14,000. We invoice Trish Dezso.

2025-2026 12 Mo. Premium: $14,000
2026-2027 **13** Mo. Premium: $15,166.67 per middle school (11) covers all athletes: $15,166.67 **(no Increase/month**).

Manatee Voc-Tech Participant Rates:
Covers participants while attending school sponsored, school scheduled and supervised Vov Tech activities. 12 Month Coverage COST: $14.00 per participant. Paid for separately from fees collected by Voc Tech. We invoice Vicky Nissen.

Catastrophic Accident Policy

Effective and Termination Dates:
Currently August 1, 2026, to August 1, 2027 (12 months)
Changing to August 1, 2026 to July 1, 2027 (11 months)

2025-2026 12 Mo. Premium: **$20,687**
2026-2027 11 Mo. Premium **RENEWAL Premium: $18,963.08, no premium change.**

Scope of Insurance Coverage: All Middle School and High School interscholastic athletes, cheerleaders, band members, majorettes, intramural sports participants, gym class participants, student coaches, student managers, student trainers and student participants of school sponsored non-sport extracurricular activities

Policy Benefits: $25,000 Deductible dovetails with maximum benefit on Student Accident policy. $1M Medical Expense Maximum Benefit. 10-year Benefit Period. Excess Coverage (acts as Primary for uninsured and to Medicaid).

PO Box 140926
Orlando, FL 32814
1-800-432-6915
Fax: 407-798-0296
www.kidguardinsurance.com

Benefits enhanced last year and remain in place for 2026-2027

Benefit Comparison

Covered Benefits	2024-2025 Reliance Benefit	Improvements made last year under Everest Insurance
Hospital Room and Board	Up to $1,200 Per Day	URC Up to $1,200 Per Day
Accidental Death	$1,500	$10,000
In-Patient Hospital ICU	Intensive Care up to $1,500.00 Per Day	Intensive Care URC to $1,500/Day
Ambulance (Air or Ground)	Up to $500	URC up to $500
Medical Emergency Care	Up to $300 within 72 hours of an eligible accident.	$500 within 72 hours of an eligible accident.
Outpatient Hospital or Surgi-Center	Up to $1,500	URC up to $2,500
Outpatient Diagnostic X-Rays	Up to $200	URC up to $250
Outpatient Diagnostic MRI, CAT	Up to $500	URC up to $25,000
Lab Testing	Up to $150	URC up $250
Surgeon Treatment	100% Workers Comp. Fee Schedule	URC up to $3,000.00
Assistant Surgeon	20% of the Surgeon Benefit	URC up to $1,000.00
Anesthesiologist and CRNA	20% Workers Comp. Fee Schedule	URC Up to $1,000.00
Nursing Care Benefit	$400/day. maximum of $10,000.00	URC up to $10,000.00
Physician Assistant	$35.00 Per Visit	URC up to $250.00 Per Visit
Physician Non-Surgical Follow-Ups	$50.00 Per Visit	URC up to $250.00 Per Visit
Durable Medical Equipment/Appliances	Up to $150	URC up to $250
Physical Therapy	$500.00 (10 visits @ $50.00)	URC up to $500 (not based on # of visits)
Pre Admission Testing	NA	URC to $500
Eyeglasses, Contacts, Hearing Aids	Up to $150	Up to $250
Prescription Drugs	$100.00	URC up to $250
Heat Stroke/Exhaustion	Up to $10,000	URC up to $25,000
Accidental Dental Injury Benefit	$300.00 per tooth/$5,000 Max.	URC to $5,000 Max. no /tooth max
Expanded Medical	$0.00	URC up to $25,000
Motor Vehicle Related Injury	$2,000.00	URC up to $25,000
Maximum Limit Per Covered Injury	$25,000.00	$25,000.00

*Usual, Reasonable, and Customary **(URC)** is the fee commonly charged by a healthcare provider for a specific service or procedure that is considered appropriate based on the complexity of the service, the provider's expertise, and other relevant factors including the range of fees charged by healthcare providers in a specific geographic area for the same or similar services. The above is only a summary of key benefits. Additional covered Accident Medical Expenses and related services or procedures as a result of a covered accident are eligible for payment, subject to the policy's terms, conditions, and limits.*

PO Box 140926
Orlando, FL 32814
1-800-432-6915
Fax: 407-798-0296
www.kidguardinsurance.com

2026-2027

Student Accident Insurance Extension of Coverage Application

Applicant: Manatee County School District

Underwritten By: Everest Reinsurance Company – A.M. Best A+ Superior
Administered By: KidGuard through DOXA Claims, LLC - A Florida Licensed TPA

The Manatee County School Board elects to extend and align policy anniversary dates on the student accident insurance AND Catastrophic Insurance program policies, underwritten by Everest Reinsurance Company with no rate increases.

The Insurance Company reserves the right to adjust the rates for additional high school interscholastic or middle school sports teams or request for additional coverage be included in the policy If significant mandated coverage requirements are implemented by the state or federal government, the insurance company reserves the right to reasonably adjust premium levels for the term of coverage. The renewal is valid and contingent upon the receipt of this renewal application prior to June 10, 2026.

( ) The term of this agreement will provide coverage for June 2026 through July 2027 aligning anniversary dates of the Student Accident and Catastrophic Accident policies. Rates are guaranteed and fixed as stated above (Policy Numbers. AHP8000026-251, AHP8000211-251)

Authorized Signature: _____

Printed Name: _____

Title_____ **Date**: ____/_____/_____

Please forward to: KidGuard Fax: 407-798-0296 <> Email: Shirley.miller@kidguardinsurance.com <>Phone: 800-432-6915<> **Cell: 407-761-4992** Mail: P.O. Box 140926 Orlando FL 32814

AGENDA ITEM NO. 9.14

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Purchase Property and Liability Insurance Coverage Renewal, SDMC No. 27-0042-KD, Estimated in the amount of $5,741,575.97 (General Fund)

Executive Summary
The District is seeking approval to purchase property and liability insurance. A breakdown of the proposed renewal pricing comparison and prior year premium comparison is provided.

The proposed property insurance coverage is deemed to meet the Stafford Act requirements, and therefore, in the event of a qualified disaster, the District would be eligible for reimbursement from the Federal Emergency Management Agency (FEMA). FEMA reimbursements would come into play for any deductibles or for any uninsured damages in excess of the purchased insurance coverage.

First Florida Insurance Brokers is the Agent of Record for the District and has obtained this renewal proposal on behalf of the District. Coverage terms and conditions remain virtually unchanged from the prior year.

The requested coverage is for the period of July 1, 2026 through June 30, 2027.
Historical Expenditures are as follows:
YTD 2025-2026 (July 1, 2025 through June 2, 2026) $5,627,850.95
2024-2025 $5,632,363.63
2023-2024 $5,983,988.59

The supplier is First Florida Insurance Brokers LLC, Tampa, Florida, Florida Document No. L08000060175. The District will pay the broker. The broker will in turn pay the carrier(s) for the coverage.

Suppliers will only be utilized in accordance with District policies and procedures.

Copies of the contract specifications and pricing are on file in the Purchasing Department.
Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

State Board Rule 6A-a.012(15) states, “Except as otherwise required by statute, a district school board, when purchasing insurance, entering risk management programs, or contract with third party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract.”

This item aligns with the District’s Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval to purchase property and liability insurance coverage renewal, SDMC No. 27-0042-KD, estimated in the amount of $5,741,575.97 (General Fund).

Financial Impact

The funding source for this estimated expenditure is Risk Management Fidelity Insurance Expense and is included in the Risk Management Department's proposed budget for 2026-2027 **(General Fund)**.

Contact
Submitting Department: Risk Management and Purchasing
Initiated By: William (Bill) Kelley

Attachments:
2026-2027 Insurance Renewal Proposal

FIRST FLORIDA
Insurance Brokers
an accretive company

Creating Unique Risk Solutions

SCHOOL DISTRICT OF MANATEE COUNTY

EXCESS WORKERS' COMPENSATION
SCHOOL LIABILITY PACKAGE PROGRAM ♦ CRIME ♦ BOILER & MACHINERY
EXCESS PROPERTY ♦ ACTIVE SHOOTER PROPERTY

RENEWAL INSURANCE PROPOSAL

TERM:
JULY 1, 2026 TO JULY 1, 2027

Primary Contact:
Maggie Boykin, ARM-P
Vice President, Property & Casualty

100 SOUTH ASHLEY DRIVE
SUITE 250
TAMPA, FL 33602

813-902-3502 – PHONE
813-223-3932 – FAX

May 5, 2026

TAB	SUBJECT	PAGE NUMBER
1	Current Liability/Workers' Compensation Structure	1
2	Workers' Compensation Proposal	2
3	Package Program Proposal	3
4	Boiler & Machinery Proposal	4
5	Crime Proposal	5
6	Statement of Values	6
7	Excess Property Proposal	7
8	Active Shooter Property Proposal	14
9	Premium Summary	16
10	A.M. Best Financial Strength Guide	17
11	Authorization to Bind	18
12	Sign-Off Letter	19

CURRENT POLICY STRUCTURE VISUAL

School Board Legal Liability

Genesis Insurance Company
Limits:
Each Claim $4,000,000
Annual Aggregate: $8,000,000

School District of Manatee County
$300,000 [SIR]

School Liability

Genesis Insurance Company
Limits:
Per Occurrence $5,000,000
Annual Aggregate: $10,000,000
[No aggregate on Auto Liability]

School District of Manatee County
$1,000,000 [SIR]

Workers' Compensation

State National Casualty Corporation
WC Limit: Statutory
Employer's Liability:
Each Accident $1,000,000
Policy Limit: $1,000,000
Each Employee: $1,000,000

School District of Manatee County
$750,000 [SIR]

WORKERS' COMPENSATION PAYROLL			
CLASS CODE	CATEGORY	EXPIRING PAYROLL JULY 1, 2025 TO JULY 1, 2026	RENEWAL PAYROLL JULY 1, 2026 TO JULY 1, 2027
7383	College or School: FL-School Bus Drivers	$5,772,456	$6,003,355
8868	College: Professional Employees & Clerical	$299,775,376	$311,766,391
9101	College or School: All Other Employees	$35,909,902	$37,346,298
	Total Payroll	**$341,457,734**	**$355,116,043**
		difference	**$13,658,309** **4.00%**

	WORKERS' COMPENSATION	
	EXPIRING JULY 1, 2025 TO JULY 1, 2026	RENEWAL JULY 1, 2026 TO JULY 1, 2027
Company A.M. Best Rating	Safety National Casualty Corporation A++ XV | Admitted	Safety National Casualty Corporation A++ XV | Admitted
Policy Period	07/01/25 to 07/01/26	07/01/26 to 07/01/27
SELF INSURED RETENTION		
Per Occurrence	$750,000	✓
LIMITS OF INSURANCE		
Workers' Compensation	Statutory	✓
Employers Liability: Each Accident	$1,000,000	✓
Employers Liability: Policy Limit	$1,000,000	✓
Employers Liability: Each Employee	$1,000,000	✓
Experience Modification Factor	1.00	1.00
TERMS & CONDITIONS		
Minimum Earned Premium	90%	✓
Payroll Reporting Period	07/01/2025 – 07/01/2026	07/01/2026 – 07/01/2027
Pay Plan	Annual	✓
Terrorism	Included	✓
Auditable	Yes; at end of each 12-month period	✓
TOTAL PROGRAM PREMIUM		
Annual Deposit Policy Premium	$188,143	$195,669
		$7,526 4.00%

✓ = Per Expiring
Change from Expiring

Flat Rate Renewal

	PACKAGE PROGRAM	
	EXPIRING JULY 1, 2025 TO JULY 1, 2026	RENEWAL JULY 1, 2026 TO JULY 1, 2027
Company	Genesis Insurance Company [Admitted | A++ XV]	General Star National Insurance Company [Admitted | A++ XV]
Policy Period	07/01/25 to 07/01/26	07/01/26 to 07/01/27
COVERAGE PART A. GENERAL SCHOOL LIABILITY LIMITS		
Each Occurrence	$5,000,000	✓
Annual Aggregate	$10,000,000	✓
Claims Trigger	Occurrence	✓
COVERAGE PART A. AUTOMOBILE LIABILITY LIMITS		
Each Occurrence	Included in General Liability Limit	✓
Annual Aggregate	No Aggregate	✓
Claims Trigger	Occurrence	✓
COVERAGE PART B. SCHOOL BOARD LEGAL LIABILITY LIMITS		
Each Claim	$4,000,000	✓
Annual Aggregate	$8,000,000	✓
Claims Trigger	Claims Made	✓
Retroactive Date	$3mil/$6mil Limit with $200k SIR Covered loss to 07/01/2018 $4mil/$8mil Limit with $300k SIR 07/01/2018 to current	✓
COVERAGE PART B. EMPLOYEE BENEFITS LIMITS OF INSURANCE		
Each Employee	Included in School Board Legal Limit	✓
Annual Aggregate	Included in School Board Legal Limit	✓
Claims Trigger	Claims Made	✓
Retroactive Date	$3mil/$6mil Limit with $200k SIR 08/01/1998 to 07/01/2018 $4mil/$8mil Limit with $300k SIR 07/01/2018 to current	✓
SELF-INSURED RETENTIONS		
Coverage Part A	$1,000,000	✓
Coverage Part B	$300,000	✓
TERMS AND CONDITIONS		
Guardians	Covered	✓
Sexual abuse and/or molestation	Covered	✓
Claim expenses will erode policy limits	✓	✓
SUBJECT TO		
Signed Terrorism Form		
PREMIUM		
Annual Premium (includes TRIA)	$574,600.00	$632,060.00
FL Surcharge	$4,022.00	$6,320.60
Total Annual Premium	$578,622.00	$638,380.60
	difference	$59,758.60 10.33%

✓ = Per Expiring
Change from Expiring

ABOVE PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO JULY 1, 2026 AND/OR BINDING OF PROGRAM.

NAMED INSURED	School District of Manatee County
COVERAGE	Comprehensive form covering including Boilers, Pressure Vessels, & Electrical Machines including Air Conditioning, Refrigeration Equipment, Electrical Apparatus and Electronic Computer or Electronic Data Processing Equipment including Production Machines.
COVERAGE INCLUDES	Property Damage, Ordinance or Law, Errors and Omissions, Business Interruption, Extra Expense, Water Damage, Expediting Expenses, Hazardous Substance [Per sublimits listed below]
COVERED LOCATIONS	Per Statement of Values on file with carrier TIV: $2,737,426,603

	BOILER AND MACHINERY		
	EXPIRING JULY 1, 2025 TO JULY 1, 2026		**RENEWAL JULY 1, 2026 TO JULY 1, 2027**
CARRIER	The Hartford Steam Boiler Inspection & Insurance Company		The Hartford Steam Boiler Inspection & Insurance Company
AM BEST RATING	A++ X |Admitted		A++ XII |Admitted
POLICY PERIOD	July 1, 2025 to July 1, 2026		July 1, 2026 to July 1, 2027
	$2,294,821,128		$2,737,426,603 | 19.29%
LIMIT	$100,000,000		✓
SUBLIMITS [NOT ALL INCLUSIVE]	Property Damage [Per accident]	Included	✓
	Business Income	$1,000,000	✓
	Extra Expense	$1,000,000	✓
	Newly Acquired Premises [90 days]	$5,000,000	✓
	Service Interruption	$1,000,000	✓
	Expediting Expense	$1,000,000	✓
	Ordinance or Law	$10,000,000	✓
	Hazardous Substance	$1,000,000	✓
	Off Premise Equipment Breakdown	Included	✓
	Spoilage [Perishable Goods]	$1,000,000	✓
	Data Restoration	$5,000,000	✓
	Contingent Business Income	$1,000,000	✓
	Miscellaneous Unnamed Locations	$5,000,000	✓
	Mold [Fungus, Wet Rot and Dry Rot]	$25,000	✓
	Green Enhancement	$25,000	✓
	Demolition	$10,000,000	✓
DEDUCTIBLES [NOT ALL INCLUSIVE]	Combined, all coverages	$100,000	✓
	Interruption of Service Waiting Period	24 hours	✓
VALUATION	Repair or Replacement Cost		✓
TOTAL PREMIUM		$62,267.51	$64,531.93
		difference	$2,264.42 3.64%

✓ = Per Expiring
Change from Expiring

ABOVE PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO JULY 1, 2026 AND/OR BINDING OF PROGRAM.

NAMED INSURED:	School District of Manatee County
POLICY FORM:	Discovery Form
COVERED PERSONS:	Employees, temporary personnel, Directors of Trustees while performing acts usual to the duties of an employee

	CRIME	
	EXPIRING **JULY 1, 2025 TO JULY 1, 2026**	**RENEWAL** **JULY 1, 2026 TO JULY 1, 2027**
Company	Travelers Casualty & Surety Company of America	Travelers Casualty & Surety Company of America
Policy Period	July 1, 2025 to July 1, 2026 Year 1 of 3 Year Policy	July 1, 2026 to July 1, 2027 Year 2 of 3 Year Policy
A. M. Best Rating	A++ XV | Admitted	A++ XV | Admitted
LIMITS [NOT LIMITED TO...]		
Fidelity (Employee Theft – Per Loss)	$1,000,000	✓
Forgery or Alteration	$1,000,000	✓
Money & Security - On Premises	$1,000,000	✓
Money & Security - In Transit	$1,000,000	✓
Money Orders and Counterfeit Money	$1,000,000	✓
Computer Fraud	$1,000,000	✓
Computer Program and Electronic Data Restoration Expense	$100,000	✓
Funds Transfer Fraud	$1,000,000	✓
Personal Accounts Forgery or Alteration	$1,000,000	✓
Claims Expense	$10,000	✓
DEDUCTIBLE [NOT LIMITED TO...]		
Single Loss Retention, except:	$50,000	✓
Computer Program and Electronic Data Restoration Expense	$1,000	✓
Claim Expense	$0	✓
EXCLUSIONS [NOT ALL INCLUSIVE]		
ERISA Fidelity	✓	✓
Employee Theft of Client Property	✓	✓
Indirect Loss	✓	✓
Bonded Employees	✓	✓
Governmental Action	✓	✓
Legal Expenses	✓	✓
Nuclear	✓	✓
War & Similar Actions	✓	✓
Acts committed by year	✓	✓
Treasurer & Tax Collector	✓	✓
PREMIUM		
PREMIUM	$13,773.00	$13,773.00
FIGA SURCHARGE	$49.44	$49.44
TOTAL PREMIUM	$13,822.44	$13,822.44
	difference	Flat Renewal

✓ = Per Expiring
Change from Expiring

Creating Unique Risk Solutions

ABOVE PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO JULY 1, 2026 AND/OR BINDING OF PROGRAM.

SUMMARY OF PROPERTY VALUES
STATEMENT OF VALUES
JULY 1, 2026 TO JULY 1, 2027

Building Values/ Vehicles for APD	Personal Property/ Contents Values	Other	Business Income	Total Values
$2,491,927,925	$304,926,726	$57,476,800	$1,000,000	$2,855,331,450

SIGNED LOCATION SCHEDULE/STATEMENT OF VALUES DUE PRIOR TO BINDING

Approved and Accepted By

School District of Manatee County

_____

Signature – Date Signed

NAMED INSURED AND MAILING ADDRESS
School District of Manatee County *and* its affiliated subsidiary, and associated companies and/or corporations and the Insured's interest in partnerships and joint ventures as now exists or may hereafter be constituted or acquired and any party of interest which the Insured is responsible to insure, as detailed in the Primary policy wording 215 Manatee Avenue West Bradenton, FL 34205

	PROBABLE MAXIMUM LOSS [PML]		
	100 Year Storm	250 Year Storm	500 Year Storm
FY25 RMS 21 including: ・ground up ・demand surge	**$35,022,587**	**$62,652,400**	**$87,476,542**
FY26 RMS 21 including: ・ground up ・demand surge	**$41,602,517**	**$72,894,926**	**$100,644,385**
FY25/FY26 COMPARISON	up $6,579,930 18.79%	up $10,242,526 16.35%	up $13,167,843 15.05%

FY27 Wind Modeling has not been received as of proposal date. Proposal will be updated once received.

PROBABLE MAXIMUM LOSS [PML] is the anticipated value of the largest loss that could result from the destruction and the loss of use of property, with the normal functioning of passive protective features. This number is usually smaller than the maximum foreseeable loss.

Underwriting decisions would typically be influenced by PML evaluations, and the amount of reinsurance ceded on a risk would normally be predicated on the PML valuation.

Definitions

Tropical Cyclone: A storm system characterized by a large low-pressure center and numerous thunderstorms that produce strong winds and heavy rain

Storm Surge: A storm surge is an onshore rush of water associated with a low-pressure weather system, typically a tropical cyclone. Storm surge is caused primarily by high winds pushing on the ocean's surface. The wind causes the water to pile up higher than the ordinary sea level. Storm surges are particularly damaging when they occur at the time of high tide, combing the effects of the surge and the tide.

Severe Storm: Any destructive storm, but usually applied to severe local storms in particular, that is, intense thunderstorms, hailstorms, and tornadoes.

EXCESS PROPERTY PROGRAM

NAMED INSURED:	School District of Manatee County

COVERAGE	All risk of direct physical loss or damage by a covered peril to property that you own and/or are required to insure, including limited flood and earthquake, excluding equipment breakdown and terrorism; *per property location schedule/statement of values provided by the named insured.*

PROGRAM	Excess Property
FORM	Manuscript Policy Form
CARRIERS	Various – Non Admitted [Structure to follow prior to binding]
PROPERTY COVERED	Real and Personal Property, Business Income including Extra Expense, Accounts Receivables, Valuable Papers and Records, Fine Arts, Mobile Equipment, EDP Equipment & Media, Vehicles, Miscellaneous Property and as more fully defined in the policy form.
SUBJECT TO	Signed location schedule/statement of values due prior to binding
COORDINATING ADJUSTER [ALL LAYERS]	Sedgewick

EXCESS PROPERTY PROPOSAL

	EXCESS PROPERTY	
	EXPIRING JULY 1, 2025 TO JULY 1, 2026	RENEWAL JULY 1, 2026 TO JULY 1, 2027
COMPANY	Primary – Westchester Structured – A- Rated (or better) – Various	Primary – Westchester Structured – A- Rated (or better) – Various
TOTAL INSURED VALUES	$2,320,581,609	$2,855,331,450 | 23.04% INCREASE
POLICY PERIOD	07/01/25 to 07/01/26	07/01/26 to 07/01/27
LOSS LIMIT	$50,000,000	$50,000,000
DEDUCTIBLES [NOT ALL INCLUSIVE…]		
‣ All Other Perils, per occurrence, ***except***:	$100,000	✓
‣ Named Windstorm Percentage (per occurrence) – Minimum per occurrence	5% per affected unit Minimum $250,000	✓
‣ Flood – 100 Year Flood Zone (per occurrence)	Excess NFIP, whether purchased or not	✓
‣ All Other Flood (per occurrence)	$100,000	✓
‣ All Other Wind (per occurrence)	$100,000	✓
‣ Earth Movement (per occurrence)	$100,000	✓
‣ Vehicle Physical Damage (per occurrence)	$10,000 Berkshire - $100,000	✓
‣ Contractors Equipment, Leased & Rented Equipment (per occurrence)	$10,000	✓
‣ Electronic Data Processing (per occurrence)	$10,000	✓
‣ Specially Trained Animals	$1,000	✓
‣ Service Interruption, Civil Authority, Ingress and Egress Waiting Period	24 hours	✓
SUBLIMITS [NOT ALL INCLUSIVE…]		
‣ Named Windstorm	$50,000,000	✓
‣ Accidental Contamination [Per Occurrence and Annual Aggregate]	$1,000,000	✓
‣ Architects, Engineers Fees, Professional Fees and Loss Adjustment Expenses (Claim Preparation Expense)	$1,000,000	✓
‣ Automatic Acquisition (90 days to report)	$25,000,000 [$5,000,000 for Vehicles & Flood Zones A&V]	✓
‣ Automobile Physical Damage	Included (on and off premises)	✓
‣ Borrowed, Leased and Rented Property	Included	✓
‣ Business Interruption	$50,000,000	✓
‣ Civil Authority	Included (within ten miles from premises)	✓
‣ Contingent Business Interruption/Extra Expense	$3,000,000	✓
‣ Course of Construction and Additions	$50,000,000 Berkshire – No frame or JM construction	✓
‣ Debris Removal	Included	✓
‣ Earth Movement [Per Occurrence and Annual Aggregate]	$50,000,000	✓
‣ Earth Movement [Vehicles, Contractors Equipment and Fine Arts combined]	$5,000,000	✓
‣ Electronic Data Processing	$10,000,000	✓
‣ Errors and Omissions	$50,000,000	✓
‣ Extra Expense	$50,000,000	✓
‣ Expediting Expense	$10,000,000	✓
‣ Fine Arts	$2,500,000	✓
‣ Fire Fighting Expenses	Included	✓

✓ = Per Expiring
Change from Expiring

ABOVE PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL
IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO JULY 1, 2026 AND/OR BINDING OF PROGRAM.

	EXPIRING JULY 1, 2025 TO JULY 1, 2026	RENEWAL JULY 1, 2026 TO JULY 1, 2027
SUBLIMITS [NOT ALL INCLUSIVE…]		
▸ Flood [Per Occurrence and Annual Aggregate]	$50,000,000	✓
▸ Flood [Vehicles, Contractors Equipment and Fine Arts combined]	$5,000,000	✓
▸ Increased Cost of Construction (ordinance or law)	$25,000,000	✓
▸ Ingress and Egress	Included (within ten miles from premises)	✓
▸ Landscaping, Tees, Sand Traps, Greens, Athletic Fields	$1,000,000 [Subject to 25 gallons/item, NTE $25,000/item]	✓
▸ Leasehold Interest	Included	✓
▸ Miscellaneous Unnamed Locations	$15,000,000 [$5,000,000 for Flood Zones A&V]	✓
▸ Mold (resultant) [Per Occurrence and Annual Aggregate]	$1,000,000	✓
▸ Money and Securities	$2,500,000	✓
▸ Off Premises Service Interruption	$25,000,000	✓
▸ Personal Property Outside the USA	$1,000,000	✓
▸ Pollution Cleanup	$1,000,000	✓
▸ Transit	$25,000,000	✓
▸ Unscheduled Animals	$1,000,000 [$50,000 maximum per animal]	✓
▸ Unscheduled Watercraft up to 27 feet	$2,500,000	✓
▸ Valuable Papers	Included	✓
PROGRAM TERMS & CONDITIONS [NOT ALL INCLUSIVE…]		
▸ Total Insured Values	$2,320,581,609	$2,855,331,450 | 23.04% INCREASE
▸ Blanket Program	✓	✓
▸ 35% Minimum Earned Premium	✓	✓
▸ Wind season caveat; if program is cancelled within wind season[June 1st to November 30th], minimum earned premium is 80%	✓	✓
▸ Joint Loss Agreement	✓	✓
▸ Extended Period of Indemnity 180 days	180 Days	✓
▸ Notice of Cancellation	120 days 10 days non-payment of premium	✓
EXCLUSIONS [NOT ALL INCLUSIVE…]		
▸ Equipment Breakdown /Boiler and Machinery	✓	✓
▸ Land and Land Values	✓	✓
▸ JM/Wood Frame Construction for Builders Risk (New Sites-Berkshire Only)	✓	✓
▸ Wood Frame Construction for Builders Risk (New Sites-Everest Only)	✓	✓
▸ Communicable Disease	✓	✓
▸ Cyber	✓	✓
▸ Normal Settling, Shrinkage or Expansion in Building or Foundation	✓	✓
▸ Nuclear Hazard	✓	✓
▸ Terrorism	✓	✓
▸ War, Hostile or Warlike Action	✓	✓
▸ Watercraft over 27 feet, Aircraft, and Rolling Stock	✓	✓
▸ Wear and Tear/Faulty Workmanship	✓	✓
VALUATION [NOT ALL INCLUSIVE…]		
▸ Real and Personal Property	Replacement Cost	✓
▸ Real Property not replaced within a reasonable timeframe	Actual Cash Value	✓
▸ Vehicles	Per Reported Values (Replacement Cost values submitted)	✓
▸ Contractors' Equipment	Replacement Cost (If not replaced, Actual Cash Value)	✓
PREMIUM – NOT TO EXCEED		
▸ Annual Premium	$4,772,212	$4,815,000
▸ Taxes and Fees	$612	$2,000
▸ TOTAL Annual Premium	$4,772,824	$4,817,000
	difference	$44,176 0.93%

✓ = Per Expiring
Change from Expiring

ABOVE PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO JULY 1, 2026 AND/OR BINDING OF PROGRAM.

DEFINITIONS	MANUSCRIPT POLICY FORM DEFINITIONS
EARTH MOVEMENT	1. EARTHQUAKE, INCLUDING ANY EARTH SINKING, RISING OR SHIFTING RELATED TO SUCH EVENT; 2. LANDSLIDE, INCLUDING ANY EARTH SINKING, RISING OR SHIFTING RELATED TO SUCH EVENT; 3. MINE SUBSIDENCE, MEANING SUBSIDENCE OF A MAN-MADE MINE, WHETHER OR NOT MINING ACTIVITY HAS CEASED; 4. EARTH SINKING RISING OR SHIFTING INCLUDING SOIL CONDITIONS WHICH CAUSE SETTLING, CRACKING OR OTHER DISARRANGEMENT OF FOUNDATIONS OR OTHER PARTS OF REALTY. SOIL CONDITIONS INCLUDE CONTRACTION, EXPANSION, FREEZING, THAWING, EROSION, IMPROPERLY COMPACTED SOIL AND THE ACTION OF WATER UNDER THE GROUND SURFACE; 5. SHOCKS, TREMORS, MUDSLIDE, MUD FLOW, ROCK FALLS, VOLCANIC ERUPTION, SINKHOLE COLLAPSE, TSUNAMI, SUBSIDENCE OR ANY OTHER EARTH MOVEMENT. 6. SINKHOLE INCLUDING THE COST OF FILLING CAVITIES OR DEPRESSIONS. SINKHOLE MEANS SUDDEN SINKING OR COLLAPSE OF THE LAND INTO UNDERGROUND EMPTY SPACES CREATED BY ACTION OF WATER OR LIMESTONE OR SIMILAR ROCK FORMATIONS.
FLOOD	FLOOD SHALL MEAN A GENERAL CONDITION OF PARTIAL OR COMPLETE INUNDATION OF NORMALLY DRY LAND AREA FROM: 1. OVERFLOW OF INLAND OR TIDAL WATER 2. UNUSUAL AND RAPID ACCUMULATION OR RUN OFF OF SURFACE WATERS FROM ANY NATURAL SOURCE 3. MUDSLIDE OR MUDFLOW, WHICH IS A RIVER OR FLOW OF LIQUID MUD CAUSED BY FLOODING AS DEFINED IN 1 OR 2 ABOVE THE DEFINITION OF FLOOD DOES NOT INCLUDE THE ENSUING LOSS OR DAMAGE NOT OTHERWISE EXCLUDED
NAMED WINDSTORM	A STORM OR WEATHER DISTURBANCE WHICH HAS SUSTAINED WIND SPEED IN EXCESS OF 39 MPH AND IS ASSOCIATED WITH OR OCCURS IN CONJUNCTION WITH A STORM OR WEATHER DISTURBANCE WHICH IS IDENTIFIED BY NAME BY THE NATIONAL WEATHER SERVICE (WHICH IS A COMPONENT OF THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION [NOAA]). FOR PURPOSES OF THIS DEFINITION, NAMED WINDSTORM SHALL INCLUDE DIRECT PHYSICAL LOSS, DAMAGE OR DESTRUCTION CAUSED BY: 1. DIRECTION ACTION OF WIND INCLUDING ENSUING STORM SURGE 2. ANY MATERIAL, OBJECT OR DEBRIS THAT IS CARRIED, PROPELLED OR IN ANY MANNER MOVED BY SUCH WINDSTORM; 3. ANY TORNADO(ES) THAT IS THE RESULT OF ACTIONS OR EFFECTS OF SUCH WINDSTORM 4. HAIL THAT IS THE RESULT OF ACTIONS OR EFFECTS OF SUCH WINDSTORM 5. LIGHTNING THAT IS THE RESULT OF ACTIONS OR EFFECTS OF SUCH WINDSTORM 6. RAIN OR WATER (NOT CONSTITUTING A FLOOD), WHETHER THE RAIN OR WATER IS DRIVEN BY WIND OR NOT, THAT ENTERS A BUILDING OR STRUCTURE INSURED UNDER THIS POLICY THROUGH AN OPENING(S) CREATED BY THE DIRECT ACTION OF SUCH WINDSTORM.

PROPERTY RATE SUMMARY

Term	Loss Limit	TIV	Rate	Rate % Change	Premium [Not Inclusive of Fees]
17 - 18	$75mil including Named Windstorm	$1,544,838,089	0.1303	---	$2,013,500
18 - 19	$75mil including Named Windstorm	$1,557,273,184	0.1324	1.58%	$2,061,847
19 - 20	$75mil including Named Windstorm	$1,621,106,108	0.1490	12.53%	$2,415,355
20 - 21	$50mil including Named Windstorm	$1,723,618,306	0.1572	5.48%	$2,708,864
21 - 22	$50mil including Named Windstorm	$1,720,076,760	0.1695	7.87%	$2,916,065
22 - 23	$50mil including Named Windstorm	$1,878,056,156	0.1851	9.20%	$3,476,310
23 - 24	$50mil including Named Windstorm	$2,038,696,834	0.2619	41.49%	$5,338,743
24 - 25	$50mil including Named Windstorm	$2,144,812,474	0.2306	(11.95%)	$4,946,799
25 - 26	$50mil including Named Windstorm	$2,320,581,609	0.2056	(10.84%)	$4,772,212
26-27	$50mil including Named Windstorm	$2,855,331,450	0.1686	(17.97%)	$4,815,000

	ACTIVE SHOOTER PROPERTY	
	EXPIRING JULY 1, 2025 TO JULY 1, 2026	RENEWAL JULY 1, 2026 TO JULY 1, 2027
COMPANY	Hiscox Lloyds Syndicate [Non-admitted | A XV]	Hiscox Lloyds Syndicate [Non-admitted | A XV]
POLICY PERIOD	07/01/25 TO 07/01/26	07/01/26 to 07/01/27
TOTAL INSURED VALUE	$2,320,581,609	$2,855,331,450 23.04% INCREASE
ACTIVE SHOOTER AND MALICIOUS ATTACK LIMIT OF LIABILITY		
‣ Each Occurrence	$1,000,000	✓
‣ Annual Aggregate	$1,000,000	✓
SUBLIMITS (PER OCCURRENCE, PART OF, AND NOT IN ADDITION TO, LIMIT OF LIABILITY)		
‣ Additional Security Measures Sublimit	$250,000	✓
‣ Counseling Sublimit	$250,000	✓
‣ Public Relations Costs Sublimit	$250,000	✓
‣ Miscellaneous Crisis Management Expenses Sublimit	$250,000	✓
DEDUCTIBLE		
‣ Deductible	$0	✓
‣ Waiting Period	0 Hours	✓
TERMS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO)		
‣ Notice of Cancellation (30 days Notice of Cancellation, 10 days Non-Payment)	✓	✓
‣ Occurrence Policy Form	✓	✓
DEFINITIONS		
Malicious Attack	✓	✓
WHAT IS COVERED		
Malicious Attack at an Insured Location We will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for the following loss directly resulting from a malicious attack that occurs during the policy period and at an insured location and is reported to us in accordance with Section III. Your obligations: 1. direct physical damage to or physical loss of covered property at the insured location where the malicious attack occurred, including any physical damage caused by law enforcement or security forces responding to the malicious attack; 2. business interruption costs resulting from the interruption of your business at the insured location where the malicious attack occurred, regardless of whether the malicious attack caused any physical loss or damage to covered property; 3. extended period of indemnity resulting from the interruption of your business at the insured location where the malicious attack occurred; or 4. ingress/egress income loss directly caused by the interruption of your business at the insured location where the malicious attack occurred.	✓	✓
Malicious Attack at Other Locations We will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for the following loss directly resulting from a malicious attack that occurs during the policy period and at a location you do not own or operate situated within a one-mile radius of any insured location, and is reported to us in accordance with Section III. Your obligations: 1. ingress/egress income loss directly caused by the interruption of your business at the insured location situated within a one-mile radius of the malicious attack; or 2. loss of attraction to the insured location situated within a one-mile radius of the malicious attack.	✓	✓

	ACTIVE SHOOTER PROPERTY	
	EXPIRING JULY 1, 2025 TO JULY 1, 2026	RENEWAL JULY 1, 2026 TO JULY 1, 2027
COMPANY	Hiscox Lloyds Syndicate [Non-admitted | A XV]	Hiscox Lloyds Syndicate [Non-admitted | A XV]
EXCLUSIONS		
Burglary/Theft	✓	✓
Contraband	✓	✓
Electronic Loss	✓	✓
Employer Liability	✓	✓
Explosive Devices - loss arising out of the use of any explosive device at any location; however, this exclusion will not apply to any explosive device: a. set up by law enforcement or security forces responding to the malicious attack; or b. to the extent it is used in conjunction with a firearm, handheld weapon, or moving vehicle in an otherwise covered malicious attack.	✓	✓
Fines and Penalties	✓	✓
Government enforcement	✓	✓
Indirect and Consequential Loss - a. loss of use, loss of income, or increased cost of working, except for covered business interruption costs, extended period of indemnity, ingress/egress income loss, and loss of attraction; b. delay or loss of markets, depreciation, or reduction in functionality; or c. consequential or indirect loss or damage, except physical loss or damage not otherwise excluded by this policy and which results from a malicious attack.	✓	✓
Mysterious Disappearance	✓	✓
Nuclear Incident	✓	✓
Pollution/Environmental	✓	✓
Protests/Strikes/Civil Commotion	✓	✓
Road Rage	✓	✓
Threat or Hoax - loss or increased cost as a result of a threat of a malicious attack or any hoax; however, this exclusion will not apply where you reasonably believed an actual malicious attack had occurred.	✓	✓
War	✓	✓
PREMIUM		
Annual Premium	$12,172	$12,172
	difference	FLAT RENEWAL

PREMIUM SUMMARY		
LINE OF COVERAGE	**EXPIRING** **JULY 1, 2025 TO JULY 1, 2026** **INCLUSIVE OF TAXES AND FEES**	**RENEWAL** **JULY 1, 2026 TO JULY 1, 2027** **INCLUSIVE OF TAXES AND FEES**
EXCESS WORKERS' COMPENSATION	$188,143.00	$195,669.00
SCHOOL LIABILITY PACKAGE PROGRAM	$578,622.00	$638,380.60
BOILER & MACHINERY	$62,267.51	$64,531.93
CRIME	$13,822.44	$13,822.44
PROPERTY	$4,772,824.00	$4,817,000.00
ACTIVE SHOOTER PROPERTY	$12,172.00	$12,172.00
TOTAL COMBINED PREMIUM	**$5,627,850.95**	**$5,741,575.97**
	difference	**$113,725.02** **2.02%**

	CARRIER	A.M. BEST RATING	A.M. BEST as of	SURPLUS LINES	CARRIER RESPONSE
CARRIERS	Westchester Surplus Lines Insurance Company	A++ XV	12/12/2024	Yes	Quoted
	Lloyds of London	A+ XV	08/07/2024	Yes	Quoted
	Houston Casualty Company	A++ XV	11/08/2024	Yes	Quoted
	Endurance American Specialty Insurance Company	A+ XV	09/27/2024	Yes	Quoted
	National Fire & Marine Insurance Company	A++ XV	04/09/2025	Yes	Quoted
	AXA XL Insurance Company UK Limited	A+ XV	10/02/2024	Yes	Quoted
	Fortegra Specialty Insurance Company	A- X	04/17/2025	Yes	Quoted
	StarStone Specialty Insurance Company	A XIII	08/28/2024	Yes	Quoted
	Lexington Insurance Company	A XV	12/06/2024	Yes	Quoted
	Landmark American Insu				Quoted
	Ironshore Specialty				Quoted
	Westfield Specialty Insurance Company	A XV	08/04/2025	Yes	Quoted
	Aspen Specialty Insurance Company	A XV	07/12/2024	Yes	Quoted
	Lancashire Insurance Company (UK) Limited	A XIII	12/06/2024	Yes	Quoted
	HDI Global Specialty SE	A+ XV	12/04/2024	Yes	Quoted
	Partner Re Insurance Solutions of Bermuda	A+ XV	02/07/2025	Yes	Quoted
	Covington Specialty Insurance Company	A++ XV	02/14/2025	Yes	Quoted
	Superior Specialty Insurance Company	A+ X	11/22/2024	Yes	Quoted
	Western World Insurance Company	A XV	12/06/2024	Yes	Quoted
	Evanston Insurance Company	A XV	11/22/2024	Yes	Quoted
	Obsidian Insurance Company	A- VII	02/25/2025	Yes	Quoted
	Dellwood Specialty Insurance Company	A- VIII	06/24/2024	Yes	Quoted

CARRIER PARTICIPATION IS STILL BEING FINALIZED.
FULL MARKET RESPONSE TO BE ADVISED PRIOR TO BINDING.

OTHER	Florida Municipal Insurance Trust [FMIT]	TRUST	N/A	No	Trust – Not Acceptable due to size of District
	Preferred Governmental Insurance Trust [PGIT]	TRUST	N/A	No	Trust – Not Acceptable due to size of District
	Public Risk Management [PRM]	POOL	N/A	No	Pool – Not Acceptable due to size of District

A. M. BEST FINANCIAL STRENGTH GUIDE

A++ to A+	A to A-	B++ to B+	B to B-	C++ to C+	C to C-
Superior	Excellent	Very Good	Good	Fair	Marginal

(In $000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up	to	1,000		FSC IX	250,000	to	500,000
FSCII	1,000	to	2,000		FSC X	500,000	to	750,000
FSC III	2,000	to	5,000		FSC X	750,000	to	1,000,000
FSC IV	5,000	to	10,000		FSC XI	1,000,000	to	1,250,000
FSC V	10,000	to	25,000		FSC XII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000		FSC XIII	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000		FSC XV	2,000,000	to	more
FSC VIII	100,000	to	250,000					

***Best's Insurance Reports*, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.**

First Florida Insurance Brokers used A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. First Florida Insurance Brokers makes no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Copies of the *Best's Insurance Reports* on the insurance companies are available upon your request.

After careful consideration of FFIB's proposal dated May 5, 2026, School District of Manatee County accepts the Excess Workers' Compensation, Boiler & Machinery, Crime, Property, Package and Active Shooter Property program, as indicated below:

	WORKERS' COMPENSATION – SAFETY NATIONAL CASUALTY CORPORATION • **Premium $195,669.00** • Inclusive of all taxes and fees
	BOILER & MACHINERY – HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY • **Premium $64,531.93** • Inclusive of all taxes and fees
	CRIME – TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA • **Premium $13,822.44 (26-27 Annual Installment – Year 2 of 3)** • Inclusive of all taxes and fees
	PACKAGE-SCHOOL BOARD LEGAL LIABILITY – GENERAL STAR NATIONAL INSURANCE COMPANY • **Premium $638,380.60** • Inclusive of all taxes and fees
	ACTIVE SHOOTER PROPERTY – HISCOX • **Premium $12,172.00** • Inclusive of all taxes and fees
	PROPERTY – $50,000,000 LIMIT (VARIOUS CARRIERS) • **Premium $4,817,000** • Inclusive of all taxes and fees

☐ **Bind as proposed, dated May 5, 2026**

☐ **Bind with following exceptions**

Exceptions:

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of selected program.

Please provide School District of Manatee County with respective binders and invoices for above selected program at your earliest convenience prior to effective date of July 1, 2026; as well as, term certificate(s) of insurance, if applicable.

Bill Kelley, JD, MBA, CPCU, ARM School District of Manatee County	Maggie Boykin, ARM-P First Florida Insurance Brokers
Dated	Dated

May 5, 2026

Mr. Bill Kelley, Director of Risk Management
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 32605

RE: School District of Manatee County
Insurance Placements
Effective: July 1, 2026

Dear Mr. Kelley:

As a follow up to our proposal and in the interest of providing you insurance consistent with your needs and requirements, we have exhausted our alternatives and are offering coverage with the following markets:

Property:	
Westchester Surplus Lines Insurance Company	National Fire and Marine Insurance Company
Starstone Specialty Insurance Company	Endurance American Specialty Insurance Corporation
HDI Global Security SE	Certain Underwriters at Lloyds, London
Dellwood Specialty Insurance Company	Evanston Insurance Company
Landmark Ame	surance Company
Houston	mpany UK Limited
Fortegra Speci	nce Company
Westfield Specialty Insurance Company	Aspen Specialty Insurance Company
Lancashire Insurance Company (UK) Limited	Partner Re Insurance Solutions of Bermuda
Covington Specialty Insurance Company	Superior Specialty Insurance Company
Western World Insurance Company	Obsidian Specialty Insurance Company

CARRIER PARTICIPATION IS STILL BEING FINALIZED.
FULL MARKET RESPONSE TO BE ADVISED PRIOR TO BINDING.

The above insurance markets are not licensed in the State of Florida but are approved to write business in the State of Florida on a surplus lines basis. In the event these markets become insolvent, the Florida Guarantee fund will not provide coverage.

If you have questions, please do not hesitate to contact us. As confirmation that you have read and understand this letter, please sign the copy of the letter provided and return it to our office for our files.

Very truly yours,

FIRST FLORIDA INSURANCE BROKERS

Maggie Boykin, ARM-P
Vice President – Property & Casualty

Approved and Accepted By

Bill Kelley, JD, MBA, CPCU, ARM
Director of Risk Management
SCHOOL DISTRICT OF MANATEE COUNTY

Signature – Date Signed

AGENDA ITEM NO. 9.15

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Purchase Advertising and Publication Services, SDMC No. 27-0039-KD, Estimated in the Amount of $300,000.00 (Multiple Funding Sources)

Executive Summary
The District utilizes numerous suppliers to publish and advertise various notices, meetings, events, and to create interest in the educational and workforce opportunities that the District offers. This multifaceted approach is designed to spark widespread interest in the rich educational and vocational opportunities available within the District by leveraging a comprehensive suite of marketing channels, including but not limited to print, digital media, video productions, dynamic graphic campaigns, and other marketing strategies to ensure maximum outreach. These concerted advertising efforts serve not only the District's objectives but also specifically bolster the visibility of Manatee Technical College. The District is expanding advertising efforts to attract qualified staff, interested students, and expand opportunities.

The requested approval is for the period of July 1, 2026 through June 30, 2027.

Historical Expenditures are as follows:

- YTD 2025-2026 (July 1, 2025, through June 1, 2026) $295,023.75
- 2024-2025 $386,281.94
- 2023-2024 $153,839.28

Suppliers include but are not limited to:

- Como En Familia Magazine, Sarasota, FL, Florida Document No. G23000027908
- Cox Media LLC, Atlanta, GA, Florida Document No. M05000001473
- Donovan Group III, LLC, Bradenton, FL, Florida Document No. L25000035451
- Early Learning Coalition of Manatee County, Inc., Palmetto, FL, Florida Document No. N97000006297
- Observer Media Group, Sarasota, FL, Florida Document No. P95000014408
- Bradenton Area Economic Development Corporation, Bradenton, FL, Florida Document No. N11000011372
- The Bradenton Herald, Sacramento, CA, Florida Document No. G20000120738
- Gannett Florida LocalIQ, Pittsford, NY, Florida Document No. G24000055145
- Manatee Chamber of Commerce, Bradenton, FL, Florida Document No. 704590
- The McClatchy Company, LLC, Sacramento, CA, Florida Document No. M20000007753
- Meta
- Rooks Advertising, LLC, Bradenton, FL, Florida Document No. L07000036831
- Sarasota Herald Tribune/Herald Tribune, McLean, VA, Florida Document No. G24000021826
- Solmart Media, LLC, Sarasota, FL, Florida Document No. L 13000100831
- Suncoast Press, Venice, FL, Florida Document No. G20000019986
- TV Net Media Group, LLC (Dolphin Media Group), Sarasota, FL, Florida Document No. L08000032895
- Additional suppliers may be added on as add needed basis throughout the year.

Copies of related contracts and documents are on file in the Purchasing Department.

Approval of this bid and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Subsection 6A-1.012(11) F.A.C. states, “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: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) 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, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards 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;”

Florida Statutes Section 1010.04(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

Florida Administrative Code Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.0041(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.”

This item aligns with the District’s Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 2
Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval to purchase advertising and publication services, SDMC No. 26-0024-KD, estimated in the amount of $300,000.00 (Multiple Funding Sources).

Financial Impact
The funding source for this estimated expenditure is General, school/department budgeted and internal funds, and other District funds as needed and is included in the proposed budgets for 2026-2027.

Contact
Submitting Department: Communications and Purchasing
Initiated By: Kevin Chapman

Attachments:
270039 Rooks MTC agreement 2026-2027
270039 Donovan Group 2026-2027

6170 SR 70 E, Ste 104
Bradenton, FL 34203
941.737.2021 tel 941.737.2629 fax
admin@rooksads.com

AGENCY AGREEMENT

THIS AGREEMENT (this "Agreement") made as of July 1st, 2026 between School Board of Manatee County with its office at 215 Manatee Avenue West, Bradenton, Florida 34205 ("Client"), and Rooks Advertising LLC with its office at 6170 SR 70 E, Suite 104, Bradenton, FL 34203 ("Agent").

It is agreed as follows:

1. **Appointment and Authorization of Agent**: Rooks Advertising (Agent) is retained to represent Client as its agent of record in carrying out Client's advertising program. Agent will not be liable or responsible to Client for any loss from the failure of any third party. Client has primary liability for advertising contracts entered into by Agent on Client's behalf.

2. **Agent Services**: Agent will assist Client in the development and execution of marketing services for Manatee Technical College. Services provided may include: Google Ads - Search, Display and Retargeting; Social Media Marketing - Display and Retargeting; Website Design Updates; SEO Updates. In addition, Agency will provide graphic design services for Client. All media, run on behalf of Client, will be placed by Agent and paid for by client. Agent Services will be billed at $4,750 per month.

3. **Marketing Budget / Costs**: Unless otherwise agreed to in writing the budget will average $2,000 per month. Exact Monthly Marketing Spend can vary based on time of year and marketing goals but total 12 month spend will not exceed $24,000 without prior written approval. Marketing spend may include commissions.

4. **Hosting, Website Support, Website applications and Compliance Updates**: Agent will provide website hosting services, website support services and application (plug-in) renewals during the period of this agreement. Plug-in renewals will be for GravityView, Gravity Import, Juicer, Complianz and Gravity Forms. It is possible that one or more of these software plug-ins could be swapped out for a different software plug-in if deemed a better fit. This will not change the cost. If for any reason, different software plug-ins would be necessary or preferred and would increase the cost, a request will be made in writing. Agency will implement Compliance Updates as provided by Client. Hosting, Website Support, Website applications and Compliance updates will be billed at $1,750 per month.

5. **Billing and Payment** Agent will bill client $4,750 per month for **Agent Services**, $1,750 per month for **Website Hosting, Website Support, Website applications and Compliance Updates** plus **Marketing Budget / Costs** as described in section 3. Should the client request services other than listed above, Agent will provide client with an estimate for approval. In the event Client cancels all or any part of any planned advertising, Client will pay for all costs incurred to the date of cancellation and any unavoidable costs incurred thereafter, including non-cancelable commitments for time. Client will pay to Agent in full not later than fifteen (15) days after receipt of Agent invoices. Client will be billed directly or through Agency by media providers (TV stations, Newspaper, Radio, etc) When billed through Agency commissions may be paid to Agency. Upon termination of this Agreement, Agent will bill Client for all amounts not previously billed and Agent will be entitled to payment for services and commissions for advertisements commenced prior to the receipt of notice of the effective date of termination.

6. **Billing Summary** Total of agreement will not exceed $102,000 per year (July 1, 2026 - June 30, 2027).
   - **Agent Services** - $57,000 ($4,750 per month for 12 months)
   - **Website Hosting, Website Support and Website applications** - $21,000 ($1,750 per month for 12 months)
   - **Marketing Budget / Costs** - $24,000 (as described in section 3)
   - **Total - $102,000**

7. **Creative Rights:** Creative rights are defined as the creative ideas and concepts developed by the Agent. These creative ideas and concepts will be used in Client's market on behalf of Client however, Agent retains the rights to all material developed during the term of this contract. This includes but is not limited to the right to broadcast, exhibit, market, sell and otherwise distribute commercials/products, either in whole or in parts, and either alone or with other product, for commercial or non-commercial television or any other purpose that Agent in their sole discretion may determine. These rights include the right to use the commercials/products for promoting or publicizing any of the uses. Agent may use the commercial/product in it efforts to solicit business. This includes, but not limited to Agent demo reels, presentations and websites.

8. **Duration and Termination**. This Agreement will become effective July 1st, 2026 and will continue until June 30th, 2027. Upon termination of this Agreement, except as provided below, Agent will assign to Client all its rights in contracts, made with third parties for Client; and Client will assume all obligations and hold Agent harmless from all liability thereunder. In the event any contract is non-assignable and consent to assignment is refused, or Agent cannot obtain a release from its obligations, Agent will continue performance, and Client will meet its obligations to Agent, as to the unassigned or unreleased contracts only, as though this Agreement has not been terminated.

9. **Limitation of Liability**. Agent will not be liable for any special, indirect, incidental or consequential damages allegedly suffered by Client. It is the Client's responsibility to familiarize themselves with the governing law for the area(s) in which advertising will be placed. The remedies of Client set forth herein are exclusive; and the liability of Agent with respect to anything done in connection herewith, will not exceed the commission or price of the

services rendered on which the liability is based. This limitation of liability applies only with respect to advertising which client has approved.

10. **Modification**. This writing contains the entire agreement of the parties. No representations are made or relied upon by either party, other than those that are expressly set forth herein. This Agreement may not be altered except in writing, executed by both parties.

11. **Controlling Law**. This Agreement will be interpreted and controlled by the laws of the State of Florida.

12. **Costs and Expenses**. Client will pay or provide reimbursement for all costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or on behalf of Agency in enforcing the obligations of Client under this Agreement, including without limitation Client's failure to timely pay any amounts due hereunder.

EXECUTED as of the date first above written.

AGENT:	**CLIENT:**
Rooks Advertising LLC	School Board of Manatee County
By: _____	By: _____
Its: managing member	Its: _____
Date: 4/14/26	Date: _____

SCHOOL BOARD OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the agreement to which this Rider is attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the agreement and the terms of this rider, this rider shall control.**

2. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

   For information on JLA, requirements visit http:/ /www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

3. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

5. **INSURANCE:** The Contractor shall furnish the District with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

6. **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

7. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

9. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is

performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.

b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

10. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

11. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

12. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

13. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

14. **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

15. **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, 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 Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

16. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 11, Termination for Convenience.

19. **SEVERABILITY:** If any one or more of the prov1s1ons of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

20. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

21. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

22. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

23. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

24. **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor **will in** no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

25. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

26. **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

27. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

28. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

29. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

30. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from

performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

31. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

32. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

33. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

34. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80 Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

35. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

36. **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 a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, 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 a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, 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 Contractor 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 Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor 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. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

38. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

39. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards as may be amended from time to time.

40. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

41. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A - Contractor Information Form

Exhibit B - Appendix II to Part 200

Exhibit C- Contractor Affidavit Regarding the Use of Coercion for Labor and Services

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision **in** the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES

Contractor Date	Deputy Superintendent (up to $49,999.99) Date
School Principal Date	Superintendent (up to $99,999.99) Date
General Counsel Date Approved as to Form and Legal Content	Board Chair (over $100,000.00) Date
Director of Purchasing (up to $24,999.99) Date	

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

Exhibit B
Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 -Grants and Agreements
Subtitle A -Office of Management and Budget Guidance for Grants and Agreements
Chapter II -Office of Management and Budget Guidance
Part 200 -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4{b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

EXHIBIT C

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

Donovan Group
School Communications

Communication Services Agreement

May 6, 2026

Kevin Chapman
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Dear Kevin,

The following letter outlines a proposed agreement for ongoing comprehensive school communication services to be provided to the School District of Manatee County by the Donovan Group. The purpose of this document is to provide the terms of an agreement.

1. Services: If accepted, the School District of Manatee County agrees to retain the Donovan Group III, with Dr. Lori Mueller as the primary point of contact, to provide, but would not be limited to, the following services:

a. Marketing Support: The Donovan Group will assist in developing a marketing plan through a process involving internal and external constituents.
b. Content Creation: The Donovan Group's writers will create unlimited articles, letters, and blog posts, along with other written content. The firm will also proof and edit parent messages, newsletters, and other content.
c. Graphic Design: This includes the creation of one-pagers, fact sheets, brochures, mailers, display boards, and other marketing collateral for the School District of Manatee County.
d. Digital Video Production: The Donovan Group can assist with the creation of professionally scripted, edited, and produced videos to keep district stakeholders updated on a regular basis. This process typically involves combining in-house video, captured by district or school administrators or teachers, with the firm's professional editing.
e. Social Media Content: The Donovan Group will create content to support outlined campaigns.

f. Website Content Updates: The Donovan Group will assist with making content updates to the district's website. This will be done weekly and is limited to five hours of work per week.
g. Crisis Communications Support: The Donovan Group will assist the district with urgent or crisis situations as they arise. The firm's team is available 24/7/365 to help the Communications Department support the School District in managing public information around these situations.
h. Branding/Logo Development: The Donovan Group team has led rebranding initiatives with numerous school districts across the country. Such an effort often involves refreshing or redesigning district and school logos. It typically also results in the production of a style guide to standardize messaging and branding across a district.
i. Consulting: The Donovan Group will assist as needed in consulting the Strategic Planning team, helping them tackle challenges facing many Florida districts.
j. Translation: All the content the Donovan Group produces can be translated into various languages. Up to 10,000 words of translated content per month is included with the services provided.

Subject to the following conditions, Donovan Group III agrees to fulfill all its obligations.

2. Equipment: Donovan Group III will provide its own equipment for the performance of the agreed-upon services.

3. Term: This contract shall commence June 1, 2026, and conclude May 31, 2027.

4. Compensation: Donovan Group III agrees to fulfill all of its obligations under the direction of the School District of Manatee County superintendent and district staff, including any other tasks and projects as assigned. The cost of this service will be $5,500 per month. The Donovan Group will invoice the district on the 28th of each month for the monthly amount noted above.

5. Independent Contractor Status: It is understood that Donovan Group III is an independent contractor and is not an employee, agent, partner, or representative of the School District of Manatee County. Donovan Group III and its agents will not represent themselves as employees, agents, partners, or representatives of the School District of Manatee County. Donovan Group III shall be solely responsible for all necessary payroll deductions for its agents and employees, including, but not limited to, federal, state, and local income taxes, social security taxes, unemployment compensation taxes, and workers' compensation coverage.

6. Proof of Insurance: As an independent contractor, Donovan Group III will secure, at its own cost, all necessary insurance.

7. Maintenance and Public Access to Records: To the extent Vendor is or acts as a "contractor" as defined under, Section 119.0701(1)(a), Florida Statutes, Vendor shall comply with applicable public records laws. Vendor shall:

a. Keep and maintain public records required by the Board to perform the service;

b. Upon request from the Board's custodian of public records, provide the Board 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;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Vendor does not transfer the records to the Board; and

d. Upon completion of this Agreement, transfer, at no cost, to the Board all public records in possession of Vendor or keep and maintain public records required by the Board to perform the service. If Vendor transfers all public records to the Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor 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 information technology systems of the Board.

e. If Vendor does not comply with a public records request, the Board shall be entitled to enforce this Agreement by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

f. Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement.This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against Vendor to compel production of public records where Vendor has unlawfully refused to comply with the public records request within the time required by law, Vendor will be liable for reasonable costs of enforcement, including reasonable attorney's fees as authorized by Section 119.0701, Florida Statutes.

Once again, I thank you for the opportunity to work with the School District of Manatee County. Please email this signed agreement to me at lori.mueller@donovan-group.com and retain a copy for your records.

Sincerely,

Dr. Lori Mueller, Partner
Donovan Group

Accepted and agreed upon:

_____ _____
Kevin Chapman Date
Associate Superintendent, Administration & Strategic Engagement
School District of Manatee County

SCHOOL BOARD OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the agreement to which this Rider is attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the agreement and the terms of this rider, this rider shall control.**

2. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

   For information on JLA, requirements visit http:/ /www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

3. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

5. **INSURANCE:** The Contractor shall furnish the District with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

6. **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

7. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

9. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is

performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.

b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

10. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

11. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

12. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

13. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

14. **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

15. **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, 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 Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

16. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 11, Termination for Convenience.

19. **SEVERABILITY:** If any one or more of the prov1s1ons of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

20. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

21. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

22. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

23. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

24. **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor **will in** no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

25. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

26. **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

27. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

28. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

29. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

30. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from

performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

31. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

32. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

33. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

34. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80 Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

35. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

36. **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 a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, 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 a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, 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 Contractor 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 Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor 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. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

38. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

39. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards as may be amended from time to time.

40. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

41. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A - Contractor Information Form

Exhibit B - Appendix II to Part 200

Exhibit C- Contractor Affidavit Regarding the Use of Coercion for Labor and Services

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision **in** the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES

Contractor Date	Deputy Superintendent (up to $49,999.99) Date
School Principal Date	Superintendent (up to $99,999.99) Date
General Counsel Date Approved as to Form and Legal Content	Board Chair (over $100,000.00) Date
Director of Purchasing (up to $24,999.99) Date	

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

Exhibit B
Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 -Grants and Agreements
Subtitle A -Office of Management and Budget Guidance for Grants and Agreements
Chapter II -Office of Management and Budget Guidance
Part 200 -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4{b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

EXHIBIT C

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

AGENDA ITEM NO. 9.16

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Purchase Legal Services, SDMC No. 27-0043-KD, Estimated in the Amount of $395,000.00 (General Fund)

Executive Summary
The District is requesting approval to purchase outside legal services. Legal services are required for issues regarding employee discipline, defense of litigation, Equal Employment Opportunity Commission charges, defense of unfair labor practices, arbitrations, defense of Exceptional Student Education (ESE) related matters, Office of Civil Rights Complaints and other legal services, as assigned.

The requested services are for the period of July 1, 2026 through June 30, 2027.

Historical expenditures are as follows:

- YTD 2025-2026 (July 1, 2025 - June 2, 2026) $198,514.56
- 2024-2025 $248,685.54
- 2023-2024 $790,313.82

The suppliers are:
- Bush Graziano Rice & Hearing, P.A., Tampa, FL, Florida Document No. V16412
- Johnson Jackson PLLC, Tampa, FL, Florida Document No. L17000064208
- Sniffen & Harmon, P.A., Tallahassee, FL, Florida Document No. P05000030753
- Additional firms may be added throughout the contract period, as needed.

Suppliers will only be utilized in accordance with District policies and procedures. Additional suppliers may be added, as needed.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

Subsection 6A-1.012(11) F.A.C. states, "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: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) 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, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards

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;"

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval to purchase legal services, SDMC 27-0043-KD, estimated in the amount of $395,000.00 (General Fund).

Financial Impact
The funding source for this expenditure is outside attorney fees in the General Fund and is included in the Legal Department's proposed budget for 2026-2027 **(General Fund)**.

Contact
Submitting Department: Superintendent and Purchasing
Initiated by: Legal

Attachments:
Engagement Letter - BGRH SY 26-27
Engagment Letter - Johnson Jackson SY 26-27
Engagement Letter - Sniffen & Harmon SY 26-27

SACHA DYSON

bgrh
BUSH | GRAZIANO
RICE | HEARING
TRIAL LAWYERS

sdyson@bgrhlaw.com
Direct: 813.204.2853

May 19, 2026

VIA EMAIL
School District of Manatee County, Florida
c/o Dr. Laurie Breslin, Superintendent
215 Manatee Avenue West
Bradenton, FL 34205

Re: Legal Counsel Representation

Dear Dr. Breslin:

I appreciate the confidence that you have shown in our firm by selecting us to provide legal advice to you regarding employment matters.

I have enclosed a fee schedule for the 2026-2027 school year, commencing on July 1, 2026 and ending on June 30, 2027, regarding our representation which includes information about our normal office billing practices. If it is acceptable to you, please sign it and return it to me immediately.

If you have any questions regarding this or other matters, please do not hesitate to contact me. We look forward to working with you.

With kind regards, I am,

Sincerely,

BUSH GRAZIANO RICE & HEARING, P.A.

Sacha Dyson
Board Certified in Labor & Employment Law

SD/nhh
c: Kimberly Anderson
Enclosure:

100 S. Ashley Drive, Suite 1400
Tampa, FL 33602

BGRHLAW.COM

Phone: 813-228-7000
Fax: 813-273-0091

FEE SCHEDULE REGARDING REPRESENTATION OF SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA BY BUSH GRAZIANO RICE & HEARING, P.A.

1. Bush Graziano Rice & Hearing, P.A. shall provide legal services as needed/requested by the School District of Manatee County, Florida. Rates for such representation are set forth below and effective from July 1, 2026 through and including June 30, 2027.

CLASSIFICATION	HOURLY RATE
Shareholder/Partner	$250.00
Associate	$200.00
Paralegal	$125.00

2. Any costs incurred by the firm in defense of the claim will be reimbursed at the actual cost with no mark up.

3. No charges are levied for secretarial support or "overhead." Billing is typically done monthly, although different cycles are available upon request.

4. Unless otherwise agreed to, the following applies: (a) time is billed in one-tenth (1/10th) hour increments, and is "portal to portal" for all time expended on behalf of the client; (b) copying is billed at 20¢ per page; (c) mileage is billed at current IRS mileage rate.

Agreed to and accepted on this _____ day of May, 2026.

By: _____
School District of Manatee County, Florida

JOHNSON JACKSON PLLC
EMPLOYMENT DEFENSE COUNSEL | TRUSTED ADVICE. STRATEGIC DEFENSE.

May 14, 2026

Via Email
Dr. Laurie Breslin, Superintendent
The School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205
breslinL2@manateeschools.net

RE: Engagement for Legal Services

Dear Dr. Breslin:

We appreciate the opportunity to serve as legal counsel for the School Board of Manatee County, Florida for those matters that are assigned. We look forward to continuing to work with you.

Unless otherwise specified in the representation letter, we will render monthly invoices throughout our representation, and our invoices are due within thirty days. Our invoices typically contain a brief description of the work performed, the individual performing the work, the time required to perform the work, and itemize the costs incurred.

Our fees will be based on the hourly billing rates for the lawyers and paralegals performing the services. We record billable work performed in increments of one-tenth of an hour and periodically adjust the hourly billing rates of our lawyers and paralegals to recognize advancement in their knowledge or experience, and to reflect increases in the cost associated with the performance of legal services. The hourly rate for services performed by the lawyers for the 2026-2027 school year is $260.00 per hour. The cost for the paralegals is $115.00 per hour.

Our invoices may include cost advances that we have made on your behalf and charges for internal services. Cost advances include such items as travel expenses, courier services, service of process fees, photocopy charges by third parties, filing fees, recording fees, lien and judgment searches, expert witnesses, court reporter services, corporate record books, registration fees charged by governmental authorities and any other costs incurred in the course of our representation of the School Board. Such costs advanced on your behalf will be billed to you without any mark-up for our administrative costs to process and pay the invoices. While traveling on client business, the firm charges travel time at standard hourly rates and will charge all costs advanced for airline, hotel, rental cars, etc., at cost to your account.

Internal services typically include such items as postage, photocopies, computer research expense, mileage incurred by internal messengers, and other costs necessitated by the representation. The charge made for these internal services may be based on customary market rates, or by pro-rata allocation of consolidated billing statements from vendors, or on a

subjective unit-cost basis for ease of administration, which may not be indicative of actual cost.

The School Board may terminate our agreement for any reason at any time on written notice to us; however, in a litigation matter, our termination will not be effective until the court approves our withdrawal.

As a matter of professional responsibility, we must preserve the confidences of our clients. This professional responsibility and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and the client's lawyer. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of the School Board.

Finally, other lawyers, law clerks, paralegals, and legal assistants of our firm may participate in the representation to the extent appropriate. Our firm is mindful of the cost of legal services and will seek at all times to represent you effectively and efficiently. We invite you to discuss promptly with us any questions you have concerning our billing statements. We want our clients to be satisfied with both the quality and the value of our legal services.

The School Board's agreement to this engagement constitutes the acceptance of the foregoing terms and conditions, effective July 1, 2026 until June 30, 2027. If any of them is unacceptable, please advise us. If the terms of this engagement letter are satisfactory, please so indicate by signing below and return an original signed letter. We sincerely appreciate the opportunity to represent the School Board.

Very truly yours,

Erin G. Jackson

Executed in _____this ____ day of _____, 2026.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____

Title: _____

SNIFFEN & HARMON, P.A.

123 North Monroe Street • Tallahassee, FL • 32301
Phone: 850.205.1996 • Fax: 850.205.3004
www.sniffenlaw.com

May 19, 2026

VIA ELECTRONIC MAIL
The School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Re: Letter of Engagement with Manatee County School District School Year 2026-2027 (beginning July 1, 2026)

Dear Board Members:

We are pleased that we have been retained by the SCHOOL BOARD OF MANATEE COUNTY in connection with the specific representation of the Client in legal matters involving the education and discipline of students with disabilities. This letter will govern the work to be performed by us (and related costs) accomplished by the Firm for the Client unless a different fee and cost arrangement for such work is agreed upon in writing by the parties.

This letter describes the basis on which our Firm will provide legal services to the Client and bill for those services.

1. Attorney in Charge: The undersigned attorney of the Firm may or may not be the "Attorney in Charge" of the Client's legal matters. Further, attorneys other than the attorney in charge as well as others under their supervision may be involved in handling your matters. However, always feel free to contact me with any questions or comments you may have with respect to your relationship with the Firm.

2. Fees: Fees will be based upon our standard hourly rates. My current hourly rate is $225.00[1] per hour. Paralegal rates are at $95.00 per hour.

3. Retainer: It is the Firm's typical policy to require a retainer before the Firm renders services. However, this requirement is being waived in this instance.

4. Payment of Invoices: Invoices should be paid promptly upon receipt from the Firm. Delays in payment may result in the Firm's unavailability to continue accepting billable work on behalf of the District. The District has agreed not to engage in block billing, per the directive of Superintendent's legal counsel.

Please review the foregoing and kindly sign a copy of this letter and return it to me. We cannot proceed on the Client's behalf until this letter is signed and returned.

[1] Please note this is a change from the prior hourly rate for legal services. Thank you.

Thank you for retaining us and we look forward to working with you.

Very truly yours,

/s/ Amy Pitsch
Amy J. Pitsch, Esq.
SNIFFEN & HARMON, P.A.

AJP/sb

APPROVED AND AGREED to this
_____ day of _____,
2026, by the undersigned.

Client: SCHOOL BOARD OF MANATEE COUNTY

By:_____ Social Security or FEI number _____

AGENDA ITEM NO. 9.17

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Purchase Theater Stage Lighting and Controls, SDMC No. 27-0014-MR, Estimated in the Amount of $1,500,000.00 (Capital Funds)

Executive Summary
Theater stage lighting and control systems play a pivotal role in crafting immersive and dynamic performances. ETC (Electronic Theatre Controls) is a renowned leader in the industry, providing advanced lighting solutions that ensure precision, flexibility, and creativity in theatrical productions. Assessing the compatibility of ETC systems with existing infrastructure and exploring potential upgrades. Ensuring staff and technical crews are well-equipped to leverage ETC technologies effectively. Candela Controls is the approved dealer for the state of Florida. Manatee High School and Braden River High School will receive upgraded theater stage lighting and controls with this approval.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period through June 30, 2029.

Historical expenditures are as follows:
Fiscal Year to date 2025-2026 $547,632.00
Fiscal Year 2024-2025 $5,213.00
Fiscal Year 2023-2024 $0.00
Fiscal Year 2022-2023 $5,653.35

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

Subsection 6A-1.012(11) F.A.C. states, "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: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) 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, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards 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;"

The supplier is Candela Controls, Winter Garden, FL, Florida Document No. P99000023778- Approved dealers for ETC Southeast. Additional dealers may be added as needed throughout the contract period.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval to purchase theater stage lighting and controls, SDMC No. 27-0014-MR, estimated in the amount of $1,500,000.00 (Capital Funds).

Financial Impact
The funding source for this expenditure is Local Capital Improvement and is included in the Television Services Department proposed budget for 2026-2027 **(Capital Funds).**

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated By: Todd Henson /Matt Messengar

Attachments:
Contract for Services

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Budgeted	Districtwide	27-0014-MR

Less than $24,999.99	$25,000.00-$49,999.99	$49,999.99-$99,999.99	$100,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 13 day of April, 20 26, (Agreement Date) by and between The School Board of Manatee County, Florida, a political subdivision of the State of Florida, (Board) and Candela Controls Inc (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: Candela Controls Inc		
Representative: Bill Ellis	Position: President	
Address: 751 Business Park Boulevard		
City: Winter Haven	State: FL	Zip: 34787
Phone: 407-654-2420	Email: bellis@candelacontrols.com	
District Employee: Yes ☐ No ☑ Former ☐ Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

SERVICE TECHNICIAN FOR EVALUATION AND REPAIR OF THEATER LIGHTING AND CONTROLS EQUIPMENT

And shall be performed at the following location(s): districtwide

Date(s) of Service(s): 07/01/2026 to 06/30/2029

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an amount not to exceed $ 27-0014-MR, which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $100,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)

☐ a flat fee of $.

☐ a rate of $ per unit where the unit of measure is As per the attached pricing

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line:

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, 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 Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address Candela Controls Inc 751 Business Park Boulevard Winter Haven FL 34787
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor will in no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

25. **SAFETY STANDARDS**: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 339580

35. **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 a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, 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 a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, 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 Contractor 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 Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor 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. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

Exhibit C - Contractor Affidavit
regarding the Use of Coercion for Labor
and Services

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES:

Contractor Date	**Deputy Superintendent** (up to $49,999.99) Date
School Principal Date	**Superintendent** (up to $99,999.99) Date
General Counsel Date Approved as to Form and Legal Content	**Board Chair** (over $100,000.00) Date
Director of Purchasing (up to $24,999.99) Date	

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Candela Controls Inc

TELEPHONE NUMBER: 407-654-2420

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
ELLIS, WILLIAM	4/28/2026	
HARRIS, CARL	4/27/2026	
OHRBERG, JAMES	5/3/2026	
OLMEDO, DANIEL	4/30/2026	
MULKEY, ANDREW		
MORRISON, KYLE		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

EXHIBIT C

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Candela Controls Inc

Address: 751 Business Park Boulevard Winter Hav FL 34787

Phone Number: 407-654-2420

Authorized Representative's Name: Bill Ellis

Authorized Representative's Title: President

Email Address: bellis@candelacontrols.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

School District of Manatee County

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

SCHOOL BOARD:

Heather Felton
Charlie Kennedy

Cindy Spray
Chair

Richard Tatem *Vice Chair*
Chad Choate III

Superintendent
Dr. Laurie Breslin

April 13, 2026

REQUEST FOR QUOTATION

Buyer:
Melody Ryan

QUOTES MAY BE RETURNED VIA EMAIL TO ryan@manateeschools.net

PURPOSE: The purpose of this quote is to confirm and lock in contractor(s), pricing to purchase, repair and/or service theater stage lighting and controls as needed for a 3-year period.

CONTACTORS RESPONSABILITIES: The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to Local Codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor.

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the School District or of the contract or by test inspections or approvals required or performed by persons other than the contractor.

The contractor shall have an English speaking Supervisor/Representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice shall be itemized showing parts, labor, freight, etc. to provide a complete accounting of services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

Hours are as indicated:

- Standard working hours: Monday through Friday 7:00a.m.- 5:00 p.m,
- Non-Standard hours: Monday through Friday prior to 7:00 a.m. and after 5:00p.m., Saturday and Sunday

Labor rates shall include:

- Use of all related tools, consumable supplies and materials, personal protection supplies and etc. necessary to complete each job.
- All transportation costs of personnel, to and from each job site. That includes travel time.

Equipment which is not otherwise included in the hourly labor rate (i.e. forklifts, lifts, generators, etc.) contactor owned shall be paid at the actual use time only based on the flat rate, fee schedule submitted with the contract(s) response. Equipment rental shall be paid per rental invoice with at no additional cost to the District.

- Submit Equipment list with rates.

Rate schedule:

Indicate hourly labor rates below for repair/installation		**Hourly Rate**
1.	Hourly rate for standard working hours (Monday through Friday from 7:00 A.M. to 5:00 P.M.).	$ 200.00
2.	Hourly rate for nonstandard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday).	$ 245.00
3.	Travel Time Flat Rate by Hour (if Applicable)	$ 130
Percentage discount off MSRP or Price List Theater Stage Equipment		**Percentage Discount**
4.	Percentage discount off MSRP or Price List Controls	23 %
5.	Percentage discount off MSRP or Price List for Power Controls	23 %
6.	Percentage discount off MSRP or Price List for Lighting Fixtures	23 %
7.	Percentage discount off MSRP or Price List for other	20 %

Manufacturer List- Please identify which manufacturer you are a dealer for
1. ETC, Inc.
2. Altman Lighting
3. Pathway Connectively
4. High End Systems
5. SSRC, Inc., TMB, Lex Products

BUSINESS/COMPANY NAME: Candela Controls, Inc.

MAILING ADDRESS: 822 Marys Park Place

CITY, STATE, ZIP CODE: Winter Garden, FL 34787

TELEPHONE NUMBER: 407-654-2420 DATE 28 Apr 26

EMERGENCY CONTRACT NUMBER: 407-654-2420

FAX NUMBER:

*SIGNATURE: **(Blue Ball Point Pen Only)** Bill Ell PRESIDENT

NAME AND TITLE: (Typed) Bill Ellis, President

AGENDA ITEM NO. 9.18

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Manatee High School Building 15 Agreement Between Owner and Fawley Bryant Architecture in the Amount of $542,187.44 (Capital Funds)

Executive Summary
The scope of work consists of demolition of existing building 15 south gym, and the design and construction of a new approximately 15,500 square foot, single-story building in the same location. This will provide a multi-purpose Athletic/JROTC space with 3 classrooms, weight training facility, locker rooms, and a multi-purpose gymnasium to support JROTC, basketball, and volleyball, with bleacher seating and public restrooms, based on an Fawley Bryant Architecture prototype.

Manatee High School Building 15 Project Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
Superintendent recommends approval of Manatee High School Building 15 Agreement between Owner and Fawley Bryant Architecture in the amount of $542,187.44.

Financial Impact
The Architect/Engineering Services is not to exceed $542,187.44 and is included in the total budget requirement of $10,000,000.00. A Guaranteed Maximum Price (GMP) proposal will be completed after the Construction Manager (CM) is chosen and such documents develop **(Capital Funds)**.

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Manatee High School Building 15 Project Summary Sheet
Manatee High School Building 15 Contract Summary Sheet
Exhibits A - D

Manatee High School Gymnasium

PROJECT DIRECTOR: **Michelle Begué**

ARCHITECT/ENGINEER: **Fawley Bryant Architects, Inc.** Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER: **TBD**
BUILDING OFFICIAL: **TBD**

PROJECT BUDGET **$10,000,000.00**

HISTORY: Manatee High School Building 15 South Gym consists of a non-regulation gym, 2 classrooms, offices, locker rooms, and storage. It was built in 1955, with minor renovations in 1999, new roof in 2006, added air conditioning in 2007, and partial roof replacement in 2025. The building sustained significant damage in 2024 due to hurricanes, as well as significant issues due to the age of the building. A Castaldi Analysis dated May 16, 2026 recomments the demolition of building. Replacement is recommended to meet the needs of the school's JROTC Program.

SCOPE: The scope of work consists of demolition of Existing Building 15 South Gym, and the design and construction of a new approximately 15,500 square foot, single-story building in the same location. This will provide multi-purpose Athletic/JROTC space with 3 classrooms, weight training facility, locker rooms, and a multipurpose gymnasium to support JROTC, basketball and volleyball, with bleacher seating and public restrooms, based on an FBA Prototype.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER					
ITEM		**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$	-		Approved	Currently on the District's Continuing Contracts List
Agreement:	$	542,187.44	June 23, 2026	Pending	
TOTAL	**$**	**542,187.44**			
CONSTRUCTION MANAGER					
ITEM		**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$	-			
Agreement:	$	-			
ubstantial Completion:	$	-			
TOTAL	**$**	**-**			
BUILDING OFFICIAL					
ITEM		**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:					
Agreement:					
TOTAL	$	-			
OTHER BOARD WORK					
ITEM		**$$**	**Date**	**Board Action**	**Notes**
Agreement:					
TOTAL	$	-			

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location: CON635

Manatee High School Building 15, 902 33rd Street Court W, Bradenton, Manatee County, Florida

Total Project Budget:

Design Services	$	600,000
Construction Services	$	7,500,000
Owner Services	$	1,900,000
FF&E Technology	$	0
Total Project Budget	$	10,000,000

Project Schedule:

Date of Anticipated Notice to Proceed	Contingent upon Castaldi approval
Date of Substantial Completion	TBD
Date of Final Completion	TBD

Architect/Engineer ("AE")

Fawley Bryant Architects, Inc.
5391 Lakewood Ranch Blvd N Ste 300
Sarasota, FL 34240
Office: (941) 343-4070

Construction Manager ("CM")

TBD

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval TBD
General Conditions	$ TBD @ GMP Approval TBD
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval TBD
Preconstruction	$ TBD
Unforeseen Conditions	$ TBD @ GMP Approval TBD
Bond	$ TBD @ GMP Approval TBD
TOTAL	$

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 462,187.44
Total Engineering Services	$ 80,000.00
Total A/E Fee	$ 542,187.44

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: 1174340

Exhibits

Exhibits "A" through "D" are attached for reference.

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SDMC Project Director	Michelle Begue
SDMC Project Assistant	Beth Stull
Architect	Fawley Bryant Architects, Inc.
Civil Engineers	ZNS Engineering
Structural Engineer	Bennett & Pless Structural Engineers
Mechanical Engineer	Osborn Enginnering
Electrical Engineer	Osborn Enginnering
Construction Manager	TBD
SDMC Instructional Member	
SAC Member	

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of 12 site visits, including in coordinating with A/E Consultants and the CM as necessary, to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents

DISCIPLINE	NUMBER OF VISITS (minimum)
A/E	12 per project
Structural Engineer	4 per project
MEP	4 per project
Civil Engineer	4 per project
Landscape Architect	4 per project

EXHIBIT C

2.2.2.1 A/E

Fawley Bryant Architects, Inc., 5391 Lakewood Ranch Blvd N Ste 300, Sarasota, FL 34240

See attached hourly rates from FBA

Classification	Title	Hourly Rate
Principals	President	$
	Vice President	$
	Other Principals	$
	Associate Architect	$
	Senior Project Architect	$
Supervisory	Architects	$
	Project Manager	$
Intern Architect	Intern Architect	$
Interiors	Interior Designer	$
Technical Staff	Technician I	$
	Technician II	$
	Historic Preservation Specialist	$
	Clerical	$
	Expert Testimony	$

2.2.2.2 Civil Engineer

ZNS Engineering, 1023 Manatee Avenue West, 7th Floor, Bradenton, FL 34205

See attached rate schedule from ZNS

Classification	Hourly Rate
Principal Engineer/P.E.	$
Project Manager/P.E.	$
Project Engineer III/Project Manager III	$
Project Engineer II/Project Manager II	$
Project Engineer I/Project Manager I	$
Designer/Technician/Const. Observ. III	$
Designer/Technician/Const. Observ. II	$
Designer/Technician/Const. Observ. I	$
Draftsman/Illustrator III	$
Draftsman/Illustrator II	$
Draftsman/Illustrator I	$
Administrative/Clerical	$

2.2.2.3 Structural Engineer
Bennett & Pless Structural Engineers, 1381 Fifth Street, 1381 Fifth Street

President	$ 340
Senior Principal	$ 340
Principal	$ 340
Senior Project Manager	$340
Project Manager	$ 290
Senior Design Engineer	$ 340
Design Engineer	$ 245
Senior CADD Operator	$ 180
CADD Operator	$ 165
Senior Field Representative	$ 290
Field Representative	$ 210
Clerical	$120

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
Osborn Enginnering, 360 Central Ave, Ste 1150, St. Petersburg, FL 33701

Division Director/Sr. Engineer	$ 313
Sr. Engineer/Project Engineer	$ 245
Engineer II/Design Specialist	$ 142
Engineer I/Designer II	$ 135/142
Graduate Engineer/Designer I/Technician II/ Executive Secretary	$ 135
Technician I/Division Secretary	$ 135
Secretary/Receptionist/Clerk	$ 110

2.2.2.5 Landscape Architect:
ZNS Engineering, 1023 Manatee Avenue West, 7th Floor, Bradenton, FL 34205
See attached rate schedule from ZNS

Principal	$
Associate	$
Draftsman	$
Secretarial	$

2.2.2.6 Other:

FAWLEY BRYANT ARCHITECTURE | SMART BEAUTIFUL SPACES

FAWLEYBRYANT.COM

HOURLY RATE SCHEDULE [Effective 11/2025]

PROJECT ROLE	HOURLY RATE
Partner	$ 390
Principal	$ 325
Senior Project Manager	$ 250
Senior Project Designer	$ 205
Senior Interior Designer	$ 205
Interior Designer	$ 155
Project Manager	$ 215
Architect Level 3	$ 205
Architect Level 2	$ 190
Architect Level 1	$ 175
Project Designer	$ 165
Architectural Staff Level 3	$ 190
Architectural Staff Level 2	$ 175
Architectural Staff Level 1	$ 140
Senior BIM Technician	$ 155
BIM Technician	$ 130
Graduate Architect	$ 140
Architectural Intern 2	$ 115
Architectural Intern 1	$ 100
Administration Staff	$ 80

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

June 5, 2026

Mr. David Burdwood, AIA, NCARB
Fawley Bryant Architecture
5391 Lakewood Ranch Blvd.
Suite 300
Lakewood Ranch, FL 34240

RE: Manatee High School Gym
Professional Services – Survey Services, Civil Design and Permitting, Landscape Architecture, Construction Engineering/Project Certification
City of Bradenton, Florida

Dear David:

ZNS Engineering, L.C. is pleased to provide you with our professional services contract for the Manatee High School Gym project. The purpose of this document is to establish professional services and fees and to create contractual rights between Fawley Bryant Architecture (Client) and ZNS Engineering, L.C. (ZNS). Services rendered under this agreement shall be lump sum unless noted otherwise. The following is a breakdown of those Services and Fees:

TASK 1: SURVEY SERVICES

A. A Design Survey will be performed to obtain topographic information as necessary to complete the engineering design. The Topographic Survey shall be suitable for design and will be based on NAVD 1988 (showing relationship to NGVD 1929) and derived from published benchmark information. Existing improvements, site elevations and visible utilities shall be shown. The survey will be prepared per the specifications as outlined in "Standards of Practice for Land Surveying in the State of Florida", Chapter 5J-17.050 of the Florida Administrative Code.

TASK 2: ENGINEERING DESIGN AND PERMITTING

A. School District of Manatee County

1. Prepare all necessary calculations and reports to support the design of all Utilities, Stormwater Management Systems, Paving and Grading to serve the project site.
2. Prepare and submit plans, calculations and applications for a Site Improvement Permit to the School Board.
3. Respond to two rounds of Requests For Information (RFI's). Additional responses will be billed T&M.

B. Southwest Florida Water Management District (SWFWMD)

1. Prepare and submit all necessary plans, calculations and applications to support an approved Environmental Resource Permit (ERP) permit. Documents submitted will show that the stormwater design meets all current regulations outlined by FAC 40D-

400.443 and Part IV Ch 373, Florida Statutes. Any sub-phasing of the project will require future modifications of the ERP permit in order to certify each phase. Fees for future modification will be established at the time phase lines are determined.

2. Design Calculations will be required to demonstrate that the project will stand on its own in meeting both water quality and quantity standards.
3. Respond to two rounds of Requests For Information (RFI's). Additional responses will be billed T&M.

TASK 3: LANDSCAPE ARCHITECTURE - CODE MINIMUM LANDSCAPE PLAN

A. Prepare and submit with the Site Improvement Plans, City Code minimum Tree Removal and Planting Plans. Address irrigation requirements per City standards.

B. Respond to two rounds of Requests For Information (RFI's). Additional responses will be billed T&M.

TASK 4: CONSTRUCTION ENGINEERING SERVICES AND PROJECT CERTIFICATION

A. Shop Drawing Review – The Engineer shall review three (3) sets of shop drawings (water, sewer, and storm) supplied by the Contractor for conformance with the engineering design concept of the project and information given in the contract documents.

B. Limited Construction Observation – The Engineer or Engineers Representative shall be available at intervals appropriate to complete agency certifications for on-site, water, sewer, stormwater and zoning compliance. Note that additional inspections other than monthly and pay application verifications while under construction requested by the Client shall be charged hourly.

C. "As Built" Drawings – The Engineer shall review "as-built" drawings to be provided to the Engineer by the contractor. The "as-built" drawings must be signed and sealed by a Professional Land Surveyor registered in the State of Florida. The as-built drawings shall be submitted to the Client and to the applicable municipal/regulatory agencies. Any revisions or responses required by the Engineer of Record, unless ZNS is producing the as-built drawings, will be charged on a time and material basis.

D. Final Certifications – Upon the project being completed in substantial accordance with the agency approved construction plans, The Engineer and Landscape Architect shall provide final certifications to the City, Water management District, FDEP (water and sewer) and other applicable governmental agencies for acceptance of the site work only.

Note: Fees outlined below are for a 10-month construction period. Any Construction Engineering Services performed beyond 10 months will be charged on a Time and Materials basis.

PROFESSIONAL FEES

TASK 1: SURVEY SERVICES	$ 5,000.00
TASK 2: ENGINEERING DESIGN AND PERMITTING	$ 70,000.00
TASK 3: LANDSCAPE ARCHITECTURE – CODE MINIMUM	$ 7,500.00
TASK 4: CONSTRUCTION ENGINEERING SERVICES/PROJECT CERT	$ 17,500.00
TOTAL	$ 100,000.00

GENERAL CONSULTING SERVICES (As Needed, Hourly, Not to Exceed $5,000.00)

A. Additional Client Requested Services - Including but not limited to coordination with client's sub-consultants, additional survey, specific exhibits or other services as may be requested by the Owner and/or designated representative. This service will only be billed as needed when client has authorized ZNS to work outside the scope outlined in tasks above.

Should the above proposal meet with your approval, please forward one executed copy to our office. This proposal becomes null and void if not executed within a period of Thirty (30) days. As always, we thank you for your business!

Respectfully submitted,
ZNS Engineering, L.C.

Nathan Kragt, P.E.
Senior Vice President

Accepted by:
Fawley Bryant Architecture

Signature

Printed Name/Title Date

GENERAL CONDITIONS

Consulting and representation services to prepare the documents as outlined above are included in the base contract; however, survey re-stakes, revisions to plans after the initial submittals or reports per the clients request, permit deviation responses, special services, if required, for meetings, hearings, agreements, administrative services and/or coordination services requested by the Client, governmental agencies and/or project attorney will be provided based on a time and materials basis per ZNS rate schedule. ZNS does not provide legal services or legal advice. Please be advised that no client-attorney relationship exists. Further, ZNS cannot guarantee the outcome of any development application requiring administrative or public hearing approval.

Invoices submitted monthly are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. The Client shall have fifteen (15) days to review and advise of any questions concerning each bill upon rendering of same, after which the bill shall be deemed approved and accepted.

In addition to all fees described herein, all invoices will be subject to a sales tax, if applicable by law.

The fees for all services which have not been completed within months of the date of this proposal will be subject to a cost of living increase.

All costs and fees as billed shall constitute a lien against the subject property, pursuant to Chapter 713, Florida Statutes (1988).

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by ZNS, the Client covenants and agrees that all such drawings and data are instruments of service of ZNS, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

The Client and ZNS agree that any CADD files prepared by either party shall conform to AutoCAD 2022 DWG format. The electronic files submitted by ZNS to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to ZNS and will be corrected as part of the basic Scope of Services.

The client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against ZNS resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than ZNS.

The client further agrees, to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than ZNS or from any reuse of the drawings and data without the prior written consent of ZNS.

In addition, the Client agrees that any work related to assisting the client in the bid process is not guaranteed to be free of error therefore it's the client's responsibility to review with contractors all bid docs in order to verify they are accurate. Furthermore, the client agrees to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any inaccuracies or wording from any bid documents including but not limited to Contract Docs, Specifications, Schedules of Values etc.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by ZNS. ZNS makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

In the event legal action is necessary to enforce the payment provisions of this agreement, the engineer shall be entitled to collect from the client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the engineer in connection therewith and, in addition, the reasonable value of the engineer's time and expenses spent in connection with such collection action, computed at the engineer's prevailing fee schedule and expense policies.

If the client fails to make payments when due or otherwise is in breach of this agreement, the engineer may suspend performance of services upon five (5) calendar days' notice to the client. The engineer shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this agreement by the client.

Should work under this agreement be suspended by the client for any reason, including breach of agreement, the client agrees to compensate ZNS for services performed to date on a time and material basis, utilizing ZNS then current rates. If the client fails to make payment to the engineer in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by the engineer.

RATE SCHEDULE
(effective 3/01/2022)

Principal or Senior Project Manager	$305.00 per hour
Professional Engineer	$250.00 per hour
Professional Land Surveyor or Land Planner	$240.00 per hour
Professional Landscape Architect/Environmentalist	$240.00 per hour
Professional Landscape Architect with GPS Equipment	$245.00 per hour
Graduate Engineer or Senior Designer	$225.00 per hour
Technician, Designer or Field Representative	$195.00 per hour
Technician with GPS or Robotic Equipment	$200.00 per hour
Inspector (EOR Led Inspections)	$225.00 per hour
Drafter 1	$195.00 per hour
Drafter 2	$185.00 per hour
Drafter 3	$170.00 per hour
Drafter 4	$160.00 per hour
Drafter 5	$150.00 per hour
Drafter 6	$140.00 per hour
Survey Crew (Four Man Crew)	$195.00 per hour
Survey Crew (Four Man Crew) with GPS or Robotic Equipment	$205.00 per hour
Survey Crew (Three Man Crew)	$170.00 per hour
Survey Crew (Three Man Crew) with GPS or Robotic Equipment	$185.00 per hour
Survey Crew (Two Man Crew)	$155.00 per hour
Survey Crew (Two Man Crew) with GPS or Robotic Equipment	$165.00 per hour
Survey Crew (One Man Crew) with GPS or Robotic Equipment	$145.00 per hour
Administrative Assistant	$ 85.00 per hour
Aide (Technical Secretary)	$ 50.00 per hour

Plans, specifications, application reproduction required for submittals to governmental agencies as well as any survey monuments furnished by ZNS, as requested by the Client, will be charged as follows:

Plans, including submittals	$ 2.00 each
Color Rendering Prints (24" x 36"):	
Glossy	$ 30.00 each
Medium Grade	$ 25.00 each
Color Prints (11" x 17"):	
Glossy	$ 5.00 each
Medium Grade	$ 2.00 each
Color Prints (8½" x 11"):	
Glossy	$ 2.00 each
Medium Grade	$ 1.00 each
Mylars	$ 20.00 each
Photocopies (Specifications, etc.)	$ .25 each
Iron Pipe or Rebar (¾" x 24")	$ 3.00 each
Surveyor's Certified Concrete Monument	$ 25.00 each

Out of County travel, long distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred. Submittal fees required by governmental agencies are the responsibility of the client, at the time of submittal.

Invoices will be sent monthly. Payment is due immediately upon receipt of invoice, however, there is an allowance for a 15-day grace period for the payment to be received, without adding interest or other penalties. If payment is received after the 15-day grace period, the amount due shall increase to reflect an additional one and one-half percent (1.5%) per month interest plus any attorney's fees required for collection whether action be brought or not.

This rate schedule is subject to change.

EXHIBIT D

A. Add to Project Description

The scope of work consists of demolition of Existing Building 15 South Gym, and the design and construction of a new approximately 15,500 square foot, single-story building in the same location. This will provide multi-purpose Athletic/JROTC space with 3 classrooms, weight training facility, locker rooms, and a multipurpose gymnasium to support JROTC, basketball and volleyball, with bleacher seating and public restrooms, based on an FBA Prototype.

AGENDA ITEM NO. 9.19

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of Rangeland High School Amendment 3 Auditorium Agreement Between Owner and Schenkel & Shultz Inc. in the Amount of $86,000.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Rangeland High School Amendment 3 Auditorium Agreement between Owner and Schenkel & Shultz Inc. authorizing an increase to the Architectural and Engineering fees in the amount of $86,000.00 .The amended scope of work is to revise Building 2 Auditorium to allow shared use with the community and to enhance interior traffic flow and access.

Rangeland High School Project Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Rangeland High School Amendment 3 Auditorium Agreement between Owner and Schenkel & Shultz Inc. authorizing an increase to the Architectural and Engineering fees in the amount of $86,000.00 (Capital Funds).

Financial Impact
The amount of Amendment 3 Auditorium is $86,000.00. This increases the Architectural and Engineering Fees to a revised total of $6,578,462.00, which is included in the total project budget requirement of $182,499,699.00 **(Capital Funds)**.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Rangeland High School Project Summary Sheet
Rangeland High School Amendment 3

Rangeland High School (AAA)

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER:	Schenkel & Shultz	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Gilbane Building Company	Selected through the Request for Qualifications Process
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$	182,499,669.00	(5/12/2026) Revised Project Budget
	$	144,000,000.00	(12/9/25) Revised Project Budget
	$	182,000,000.00	(8/6/25) Original Project Budget
	$	140,000,000.00	(4/8/25) Original Project Budget

SUBSTANTIAL COMPLETION:	July 2027	Site, Gym and Classrooms
	October 2027	Auditorium & Building 6

HISTORY: New Construction

SCOPE: The Rangeland High School (AAA)will be located on 85+/- acres in east Manatee County and will contain 2089 student stations with the ability to expand to 2500 student stations by adding a future classroom building 8 . The new high school design will be a modified re-use of the Parrish Community High School plan. The amended scope will revise Building 2 Auditorium to allow shared use with the community and to enhance interior traffic flow and access.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:	$	5,133,220.00	April 8, 2025	Approved	Architectural / Engineering Services
Amendment 1:	$	1,176,648.00	August 26, 2025	Approved	Additional Architectural / Engineering Services (Bldg. 6)
Amendment 2:	$	182,594.00	June 9, 2026	Approved	Additional Architectural / Engineering Services (Civil)
Amendment 3:	$	86,000.00	June 23,2026	Pending	Additional Architectural / Engineering Services Building 2
TOTAL	**$**	**6,578,462.00**			

CONSTRUCTION MANAGER

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:	$	522,340.00	August 26, 2025	Approved	Pre-Construction Services
Amendment 1:	$	131,152,717.00	December 9, 2025	Approved	Guaranteed Maximum Price
Change Order 1:	$	(11,324,921.53)	March 11,2026	N/A	DMP Reduction
Amendment 2:	$	20,124,304.62	May 12,2026	Approved	Guaranteed Maximum Price Building 6
TOTAL	**$**	**140,474,440.09**			

BUILDING OFFICIAL

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:		467,250.00	October 28, 2025	Approved	Plans Review, Permitting & Inspection Services
TOTAL		**467,250.00**			

OTHER BOARD WORK

ITEM	$$		Date	Board Action	Notes
Owner Services:	$	58,995.00	July 21, 2025	Non Required	Geotechnical Engineering Services
PS Agreement	$	78,585.10	July 21, 2025	Non Required	Materials testing
PS Agreement	$	158,480.00	May 12,2026	Approved	Commissioning & services for mechanical and electrical systems
TOTAL	**$**	**296,060.10**			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & ARCHITECT / ENGINEER

Amendment #: **3** **Amendment Date:** **6/23/2026**

This form is to be used for any revision to the established Agreement Between Owner & Architect/Engineer.

Project Name: Rangeland High School
Architect/ Engineer: Schenkel & Shultz, Inc
Architect/Engineer Address: 330 S. Pineapple Ave. Suite 210, Sarasota, Fl 34236

The work is as follows: Additional Services for the Owner requested Alterations to the Construction Documents for Building 2 Auditorium. This will include design development,100% construction documents, construction administration and coordination with the construction manager for the successful completion of the project.
This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Amount of Amendment: $ 86,000.00
Previous Amount: $ 6,492,462.00
New Total AE Fees: $ 6,578,462.00

Architect/Engineer:

By: _____ By: _____

Name/Title: J. David Torbert/Partner Name/Title: Aaron Jacobson/ Principal

As Witnessed:

Schenkel & Shultz, Inc. Schenkel & Shultz, Inc.
(Name of Corporation)

(Corporate Seal)

SCHENKEL & SHULTZ, INC. CORPORATE SEAL 1982 FLORIDA

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

https://manateecountyschools-my.sharepoint.com/personal/menard2l_manateeschools_net/Documents/Desktop/Rangeland HS Board 6.9.26/Amend 3 auditorium/Rangeland HS Schenkel Amend 3- Auditorium.docx

AGENDA ITEM NO. 9.20

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of Rangeland High School Classroom Building 6 Agreement between Owner and Bureau Veritas Amendment 1 Additional Building Official Services in the Amount of $132,000.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 1, Agreement between Owner and Bureau Veritas authorizing additional services in the amount of $132,000.00 for the Rangeland High School Building 6. The scope of work consists of Plan Review, Permitting, Building Inspections, Fire Marshal Services, and Threshold Inspections for Rangeland High School Classroom Building 6.

Rangeland High School Project Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends the approval of Rangeland High School Classroom Building 6 Agreement between Owner and Bureau Veritas Amendment 1 Additional Building Official Services in the amount of $132,000.000 (Capital Funds).

Financial Impact
The amount of Amendment 1 is $132,000.00. The revised contract amount is $599,250.00 and is included in the total project budget requirement of $182,499,669.00 **(Capital Funds)**.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Rangeland High School Project Summary Sheet
Rangeland High School Amendment 1 for Building Official

Rangeland High School (AAA)

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER:	Schenkel & Shultz	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Gilbane Building Company	Selected through the Request for Qualifications Process
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$	182,499,669.00	(5/12/2026) Revised Project Budget
	$	144,000,000.00	(12/9/25) Revised Project Budget
	$	182,000,000.00	(8/6/25) Original Project Budget
	$	140,000,000.00	(4/8/25) Original Project Budget

SUBSTANTIAL COMPLETION:	July 2027	Site, Gym and Classrooms
	October 2027	Auditorium & Building 6

HISTORY: New Construction

SCOPE: The Rangeland High School (AAA)will be located on 85+/- acres in east Manatee County and will contain 2089 student stations with the ability to expand to 2500 student stations by adding a future classroom building 8 . The new high school design will be a modified re-use of the Parrish Community High School plan. The scope of work consists of Plan Review, Permitting, Building Inspections, Fire Marshal Services, and Threshold Inspections for Rangeland High School Classroom Building 6

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:	$	5,133,220.00	April 8, 2025	Approved	Architectural / Engineering Services
Amendment 1:	$	1,176,648.00	August 26, 2025	Approved	Additional Architectural / Engineering Services (Bldg. 6)
Amendment 2:	$	182,594.00	June 9, 2026	Approved	Additional Architectural / Engineering Services (Civil)
Amendment 3:	$	86,000.00	June 23,2026	Pending	Additional Architectural / Engineering Services Building 2
TOTAL	**$**	**6,578,462.00**			

CONSTRUCTION MANAGER

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:	$	522,340.00	August 26, 2025	Approved	Pre-Construction Services
Amendment 1:	$	131,152,717.00	December 9, 2025	Approved	Guaranteed Maximum Price
Change Order 1:	$	(11,324,921.53)	March 11,2026	N/A	DMP Reduction
Amendment 2:	$	20,124,304.62	May 12,2026	Approved	Guaranteed Maximum Price Building 6
TOTAL	**$**	**140,474,440.09**			

BUILDING OFFICIAL

ITEM	$$		Date	Board Action	Notes
Auth to Neg:			May 24, 2024	Approved	
Agreement:		467,250.00	October 28, 2025	Approved	Plans Review, Permitting & Inspection Services
Amendment 1:		132,000.00	June 23,2026	Pending	Plans Review, Permitting & Inspection Services
TOTAL		**599,250.00**			

OTHER BOARD WORK

ITEM	$$		Date	Board Action	Notes
Owner Services:	$	58,995.00	July 21, 2025	Non Required	Geotechnical Engineering Services
PS Agreement	$	78,585.10	July 21, 2025	Non Required	Materials testing
PS Agreement	$	158,480.00	May 12,2026	Approved	Commissioning & services for mechanical and electrical systems
TOTAL	**$**	**296,060.10**			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & BUILDING OFFCIAL

Amendment #: 1 **Amendment Date:** 6/23/2026

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Rangeland High School
Building Official: Bureau Veritas North America,Inc.
Building Official Address: 1422 S. Narcoossee Rd St. Cloud, Fl. 34771

The work is as follows: Provide Plan Review, Permitting, Building Inspections, Fire Marshal Services and Threshold Inspections for Rangeland High School Classroom Building 6.
This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) By: TBD

Date of Substantial Completion including this amendment: TBD

Amount of Amendment: $ 132,000.00
Previous Amount: $ 467,250.00
New Total Amount of GMP: $ 599,250.00

BUILDING OFFICIAL:

By: _____ By: _____

Name/Title: Van Tran, Vice President Name/Title: _____

As Witnessed:

_____ _____
(Name of Corporation)

(Corporate Seal)

Bureau Veritas North America, Inc. CORPORATE SEAL 2003 DELAWARE

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director
_____, Director
_____, Deputy Superintendent

Superintendent of Schools: _____
School Board Chairman: _____
Witness: _____

https://manateecountyschools-my.sharepoint.com/personal/menard21_manateeschools_net/Documents/Desktop/Rangeland HS Board 6.9.26/BO Amendment 1 6.23.26/Amend 1 BO Rangeland HS.docx

AGENDA ITEM NO. 9.21

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of Rye Ranch Elementary School Amendment 3 Agreement Between Owner and Skanska USA Building LLC, Revising the Substantial Completion Date to August 2, 2026 (No Financial Impact)

Executive Summary
The purpose of the requested action is to approve Amendment 3 Agreement between Owner and Skanska USA Building LLC. The Amendment revises the substantial completion date From July 15, 2026 to August 2, 2026.

Rye Ranch Elementary School Project Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Amendment 3 Agreement between Owner and Skanska USA Building LLC, revising the Substantial Completion Date to August 2, 2026 (No Financial Impact).

Financial Impact
No Financial Impact.

Contact
Submitting Department; Construction Services
Initiated By: Reginald Goff

Attachments:
Rye Ranch Elementary School Project Summary Sheet
Rye Ranch Elementary School Amendment 3 Form

RYE RANCH ELEMENTARY SCHOOL

PROJECT DIRECTOR: Jerry Varghese

ARCHITECT/ENGINEER: Harvard Jolly, Inc. — Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER: Skanska USA Building, Inc. — Currently on the District's Continuing Contracts
BUILDING OFFICIAL: Bureau Vertias North America, Inc. — Currently on the District's Continuing Contracts

PROJECT BUDGET: $75,000,000.00

SUBSTANTIAL COMPLETION:
8/2/2026 — Amendment 3 Substantial date change (6/23/26)
7/15/2026 — Amendment 2 GMP (6/10/25)
6/17/2026 — Pre-Construction Agreement (12/10/2024)

HISTORY: New Construction

SCOPE: The scope of work consists of the design and construction of a new Elementary School with 969 student stations on a 18.28 acres site located in North Rye Road Manatee County.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -		Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 2,391,850.00	October 8, 2024	Approved	Architectural / Engineering Services
TOTAL	$ 2,391,850.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:				Selected through the Request for Qualifications process
Agreement:	$ 148,467.00	December 10, 2024	Approved	Pre-Construction Services
Amendment 1:	$ 16,700,000.00	February 25, 2025	Approved	Early Procurement Materials
Amendment 2:	$ 44,659,298.00	June 10, 2025	Approved	Guaranteed Maximum Price
Change Order 1:	$ (8,130,640.69)	October 28,2025	N/A	Direct Materials Purchase Reconciliation
Change Order 2:	$ (2,907,465.16)	March 20, 2026	N/A	Direct Materials Purchase Reconciliation
Amendment 3:	$ -	June 23,2026	Pending	Substantial Completion Date Change
TOTAL	$ 50,469,659.15			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:	$ 282,500.00	March 11, 2025	Approved	Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ 282,500.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:				
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

Amendment #: 3 **Amendment Date:** 6/23/2026

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Rye Ranch Elementary School
Construction Manager: Skanska USA Building, Inc.
Construction Manager Address: 400 N. Ashley Dr. Suite400 Tampa, Fl 33602

The work is as follows: Amendment 3 provides a time-only extension due to delays in FPL energizing permanent power, which impacted critical path activities. The Substantial Completion date has been revised from July 15, 2026 to August 2, 2026, with no additional cost to the District.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (increased) ~~(decreased)~~ ~~(unchanged)~~ By: 18 Days

Date of Substantial Completion including this amendment: August 2, 2026

Amount of Amendment: $ -
Previous Amount: $ 50,469,659.15
New Total Amount of GMP: $ 50,469,659.15

CONSTRUCTION MANAGER:

By: Signed by: F06A7C2C6851468... By: _____

Name/Title: Keith Hendry Project Executive Name/Title: _____

As Witnessed:

_____ _____
(Name of Corporation)

(Corporate Seal)

Skanska USA Building Inc. CORPORATE SEAL DELAWARE

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

AGENDA ITEM NO. 9.22

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of Annie Lucy Williams Elementary School Classroom Addition Change Order 3 Final Agreement Between Owner and Gilbane Building Company, Decrease in the Amount of $558,571.17 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 3 Final to the agreement between Owner and Gilbane Building Company for Annie Lucy Williams Elementary School Classroom Addition which will decrease the Construction Manager's Contract in the amount of $558,571.17. Change Order 3 Final reconciles the contract and deducts the unspent funds to close out the project.

Annie Lucy Williams Elementary School Classroom Addition Project Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Annie Lucy Williams Elementary School Classroom Addition Change Order 3 Final Agreement between Owner and Gilbane Building Company, decrease in the amount of $558,571.17 (Capital Funds).

Financial Impact
The amount of Change Order 3 Final is a decrease of $558,571.17. The revised Guaranteed Maximum Price (GMP) is $4,170,265.47 and is included in the project budget of $6,000,000.00 **(Capital Funds)**.

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Annie Lucy Williams ES Classroom Addition - Change Order 3 Final
Annie Lucy Williams ES -Classroom Addition Project Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY

Department of Construction Services

Change Order

PROJECT: Annic Lucy Williams Elementary School - Classroom Addition
3404 Fort Hamer Road
Parrish Florida 34219

TO: (Contractor): Gilbane Building Company
1950 Ringling Blvd. Ste. 301
Sarasota, FL 34236

CHANGE ORDER NUMBER: 3

CHANGE ORDER DATE: *5/26/2026*

ARCHITECT'S PROJECT NO: 24088

CONTRACT FOR: General Construction

CONTRACT DATE: September 25, 2024

You are directed to make the following changes in this Contract:

Phase Code	Description		Material Amount
92.985.899800.Z	Unforeseen Conditions	$	(530,725.83)
92.985.899820.Z	DMP Sales Tax Savings	$	(27,845.34)

Total of Summary ($558,571.17)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$	17,500.00
Net Changes by previously authorized Change Orders and/or Amendments	$	4,711,336.64
The ~~(Contract Sum)~~(Guaranteed Maximum Price) prior to the Change Order was	$	4,728,836.64
The ~~(Contract Sum)~~(Guaranteed Maximum Price) will be ~~(increased)~~(decreased)~~(unchanged)~~ by this Change Order		-$558,571.17
The new ~~(Contract Sum)~~(Guaranteed Maximum Price) including this Change Order will be	$	4,170,265.47
The Contract time will be ~~(increased)(decreased)~~(unchanged) by		(0) Days
The date of Substantial Completion as of the date of the Change Order is		October 14th,2025

Harvard Jolly, PBK
Architectural Firm

By: Jeff Cook
Date: 06/01/26

Gilbane Building Company
Construction Manager

By: Zack McClary
Date:

School Board of Manatee County
Owner
1 Matzke Way
Bradenton, FL 34208

By:
Date:

Annie Lucy Williams Elementary School - Classroom Addition (8 Pack)

PROJECT DIRECTOR: Jerry Varghese

ARCHITECT/ENGINEER: Harvard Jolly Architects — Currently on the District's continuing contracts list
CONSTRUCTION MANAGER: Gilbane Building Company — Currently on the District's continuing contracts list
BUILDING OFFICIAL: Bureau Veritas North America, Inc. — Currently on the District's continuing contracts list

PROJECT BUDGET: $ 6,000,000.00 (July 30, 2024) Original Total Project Budget (5 Yr Capital Plan)

SUBTANTIAL COMPLETION: 11/26/2025 Pre-Construction Agreement (9/24/2024)

HISTORY: Annie Lucy Williams Elementary School was built in June 2007 and has 823-student stations The school is located at 3404 Fort Hamer Road, Parrish Florida.

SCOPE: The scope of work includes, but is not limited to the Architectural and Engineering Services for the contruction of an eight-classroom building addition, adding 160 student stations and restrooms adjacent to the existing covered playground structure.

INCLUDED IN 5 YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	August 27, 2024	Approved	District's Continuing Contracts List
Agreement:	$ 277,240.00	August 27, 2024	Approved	Architectural / Engineering Services
TOTAL	$ 277,240.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	August 27, 2024	Approved	District's Continuing Contracts List
Agreement:	$ 17,500.00	September 24, 2024	Approved	Pre-Construction
Amendment 1	$ 227,070.52	December 10, 2024	Approved	Early Procurment Materials
Amendment 2	$4,935,868.48	February 25, 2025	Approved	Guaranteed Maximum Price
Substantial Completion:	$ -	December 9, 2025	Approved	Substantial Completion - October 14 2025
Change Order 1:	$ (475,867.65)	December 9, 2025	Approved	Deduct Direct Material Purchases
Change Order 2:	$ 24,265.29	January 29, 2026	N/A	Direct Material Purchase Reconcilliation
Change Order 3:	$ (558,571.17)	June 23, 2026	Pending	Change order 3 Final
TOTAL	$4,170,265.47			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	August 27, 2024	Approved	Currently on the District's Continuing Contracts List
Agreement:	22,200.00	December 17, 2024	N/A	Plans Review, Permitting and Inspection Services
TOTAL	$ 22,200.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Owner Services:	$4,450.00	September 21, 2024	N/A	Professional Services Agreement - GEO Services
Owner Services:	$3,100.00	October 8, 2024	N/A	Professional Services Agreement - Surveying
Owner Services:	$5,910.00	November 5, 2024	N/A	Professional Services Agreement - SUE GPR
Owner Services:	$14,177.00	May 27, 2025	N/A	Professional Services Agreement - Commissioning
Owner Services:	$2,100.00	December 11, 2024	N/A	Professional Services Agreement - Additionl GEO Services
Owner Services:	$15,622.20	April 23, 2025	N/A	Professional Services Agreement - Material Testing
TOTAL	$ 45,359.20			

AGENDA ITEM NO. 9.23

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of Matzke Radio Tower Change Order 1 Final Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors, Inc., Decrease in the Amount of $35,973.10 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve the Matzke Radio Tower Change Order 1 Final Agreement between Owner and McIntyre, Elwell & Strammer General Contractors, Inc., which will decrease the Construction Manager's contract. Change Order 1 Final reconciles the contract and deducts the unspent funds in the amount of $35,973.10 to close out the project.

Matzke Radio Tower Project Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Matzke Radio Tower Change Order 1 Final Agreement between Owner and McIntyre, Elwell & Strammer General Contractors, Inc., decrease in the amount of $35,973.10 (Capital Funds).

Financial Impact
The amount of Change Order 1 Final is a decrease in the amount of $35,973.10. The revised Guaranteed Maximum Price (GMP) to date is $163,958.64 and is included in the total project budget of $ 250,000.00 **(Capital Funds).**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Matzke Radio Tower Project Summary Sheet
Matzke Radio Tower Change Order 1 Final

Matzke Radio Tower Project

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: **Bennett & Pless** Initial Engineering Evaluation
CONSTRUCTION MANAGER: **ME&S General Contractors** Currently on the District's Continuing Contracts List
BUILDING OFFICIAL: **UES Professional Solutions** Currently on the District's Continuing Contracts List

PROJECT BUDGET: **$250,000.00**

HISTORY: The Matzke Radio Tower is no longer necessary for its original purpose and is in poor condition. The current Project will address tower safety and ameliorate future maintenance Costs.

SCOPE: The scope of work includes assessment of the existing tower conditions, minimal repairs required to decommission the tower, and subsequent removal of the tower structure and support.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Not required

INCLUDED IN 5-YEAR PLAN: N/A

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0			
Agreement:	$24,600.00	N/A	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$24,600.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0			
Agreement:	$199,931.74	December 9,2025	Approved	Guaranteed Maxiumum Price
Amendment 1:		June 9,2026	Approved	Amendment 1 No Financial Impact
Substantial Completion		June 9,2026	Approved	Substantial Completion
Change Order 1: Final	($35,973.10)	June 23,2026	Pending	Final Change Order
TOTAL	$163,958.64			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0			
Agreement:	$800.00	March 27,2026	Not Required	PS Agreement
TOTAL	$800.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: SDMC-Matzke Tower Repair
CON580

TO: McIntyre, Elwell & Strammer GC
1645 Barber Road
Sarasota, Florida 34240

CHANGE ORDER NUMBER: (1) One

CHANGE ORDER DATE: 12/09/25

ARCHITECT'S PROJECT NO: MSCB-3951531147

CONTRACT FOR: General Construction

CONTRACT DATE:

You are directed to make the following changes in this Contract:

Existing Unforseen Conditions Fund amount	$	-
Returning Balance of Unused Funds	$	(35,973.10)
Total of Summary		($35,973.10)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(Guaranteed Maximum Price) was.....	$	199,931.74
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The (Contract Sum)(~~Guaranteed Maximum Price~~) prior to the Change Order was.....	$	199,931.74
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)**(decreased)**(unchanged) by this Change Order.....		-$35,973.10
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be.....	$	163,958.64
The Contract time will be (increased)(decreased)(unchanged) by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		

	McIntyre, Elwell & Strammer GC, Inc.	School Board of Manatee County
Architectural Firm	General Contractor	Owner
	1645 Barber Road	1 Matzke Way
	Sarasota, Florida 34240	Bradenton, FL 34208
By:	By:	By:
	Mark. T. Freeman	
Date:	Date: May 14, 2026	Date:

AGENDA ITEM NO. 9.24

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater than $5,000.00 (Possible Incoming Funds to General Fund and Special Revenue-Food Service Fund)

Executive Summary
Schools and departments have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts or stolen, and have requested the items be disposed.

School Board of Manatee County Policy 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer and disposal of the District's property.

Items are declared surplus in order to remove them from inventory accountability at the present cost center and dispose of them as provided for in Florida Statute 274. Disposition may involve any of the following: sale by public auction, sale or transfer to another governmental entity, scrap for reusable parts, recycled, donation to a School Board designated receiver, or abandonment at a public landfill.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends the approval of request to declare surplus and dispose of District tangible personal property greater than $5,000.00 (Possible Incoming Funds to General Fund).

Financial Impact
There is no cost to the General Fund. All assets have fully depreciated. All revenue generated through auction and/or recycling will be placed in the District's General Fund **(Possible Incoming Funds to General Fund and Special Revenue-Food Service Fund).**

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
Surplus List - 6-23-26

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
192600	STEAMER CLEVELAND 21CGA5	0033207B01	6/30/2018	$ -	$ -	UNECONOMICAL TO REPAIR, AUCTION. ACQ COST WAS ROLLED INTO CONSTRUCTION.
219834	WASHER BELCO 60 LB	1009000028	10/15/2010	$ 7,700.00	$ -	UNECONOMICAL TO REPAIR
238855	BRAKE LATHE JOHN BEAN 1115HD	9465V1012	11/29/2012	$ 6,346.65	$ -	OBSOLETE
239689	DEMO DOSE MOBILE MEDICATION	X120731008	8/29/2012	$ 8,870.00	$ -	OBSOLETE
NO PR	PROMETHEAN ACTIVWALL SOUND AW-AS 102	L1601110030	8/29/2017	$ 7,931.48	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
NO PR	OVEN MULTI COMBO ANGELO PO FX82G3T		1/1/2014	$ 9,535.00	$ -	OBSOLETE; ESTIMATED COST BASED ON SIMILAR ITEMS
				$ 40,383.13	$ -	

AGENDA ITEM NO. 9.25

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Accept Donation of Fanuc CR-15iA Collaborative Robot for Manatee Technical College (Incoming Donation)

Executive Summary
Upon approval, Manatee Technical College (MTC) will receive a generous donation of a Fanuc CR-15iA Collaborative Robot from Polypack, Inc. for use in the MTC Advanced Manufacturing program. The robot is designed for a variety of applications including assembly, dispensing, part transfer, picking, packaging, and machine loading. The CR-15iA features a small footprint, allowing it to easily fit into the classroom. This donation supports MTC in its ability to meet its mission to produce highly skilled individuals and resourceful leaders through collaborative education to meet the changing needs of our communities and the workforce.

Fanuc CR-15iA Collaborative Robot
SN# R2062014B
Estimated value: $37,500.00

A copy of the donation form is attached for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval to accept donation of Fanuc CR-15iA Collaborative Robot for Manatee Technical College (Incoming Donation).

Financial Impact
There is no cost to the General Fund. The amount of $37,500.00 will be added to the District's property records.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
MTC-Fanuc Robot Donation

THE SCHOOL DISTRICT OF MANATEE COUNTY, FL
DONATION FORM

SCHOOL/DEPT Manatee Technical COST CENTER 0211

Type of Donation: ☐ Cash $_____ ☒ Property

DESCRIPTION OF DONATION (Make, Model, Year/Age, Color)	Serial No.	Donation Fair Market Value	New or Used (N/U)
Fanuc CR-15iA	R2062014B	$37,500.00	U
		$	
		$	
		$	
		$	

Contributions made to the School District of Manatee County are deductible under section 170 of the Internal Revenue Service Code if exclusively for public purpose.

I affirm that this property is being legally donated without any liens, debts or riders.

Donor's Signature: _____ Date: 5/21/26

Donor's Name: Polypack, Inc

Address: 3301 Gateway Centre Blvd

City, State, Zip: Pinellas Park, FL 33782

Signature of person receiving goods: _____ Date: _____

Administrator Approval Signature: Jodi Kirk Date: 6/1/2026

If a value is established at the current fixed asset threshold of $5,000 or more, email completed form to Property Records Supervisor. These items require Board acceptance. If value is below the fixed threshold, keep on file at your site.

FOR PROPERTY RECORDS USE ONLY

Board Approval Yes ☐ Date _____ No ☐ N/A ☐

Property Record Number: _____

AGENDA ITEM NO. 9.26

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Purchase School Resource Officer (SRO) Services through The City of Holmes Beach, SDMC No. 27-0045-KD, Estimated in the Amount of $120,651.67 Annually (Multiple Funding Sources)

Executive Summary
The City of Holmes Beach will provide one (1) regularly employed police officer to the School Resource Officer (SRO) program. This officer will be dedicated and assigned to Anna Maria Elementary School.

The School District of Manatee County is responsible for 70% of the annual cost for the officer each year, to be paid in quarterly installments. The District will also reimburse the City of Holmes Beach for overtime duty and officer training as permissible per the contract. A copy of the agreement is attached.

The requested contract is for the period of July 1, 2026, through June 30, 2027, with two (2) additional one (1) year renewals through June 30, 2029.

Historical expenditures are as follows:

- 2025-2026 $106,728.26
- 2024-2025 $102,948.96
- 2023-2024 $92,994.50

Suppliers will only be utilized in accordance with District policies and procedures.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval to purchase School Resource Officer (SRO) services through The City of Holmes Beach, SDMC No. 27-0045-KD, estimated in the amount of $120,651.67 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is Safe Schools Categorical, internal account, and department funds as needed, and is included in the proposed budget(s) for 2026-2027 **(Multiple Funding Sources)**.

Contact
Submitting Departments: Safety and Security and Purchasing
Initiated By: Paul Damico

Attachments:
270045 SRO City of Holmes Beach

2026-2027 School Resource Officer Program Agreement

This AGREEMENT entered into for the 2026-2027 school year (July 1, 2026- June 30, 2027) by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as **"School Board"** and the City of Holmes Beach, whose mailing address is 5801 Marina Drive, Holmes Beach, Florida 34217, hereinafter referred to as the **"City of Holmes Beach,"** for the purposes of establishing a School Resource Officer Program, staffed by school resource officer, hereinafter referred to as **"SRO,"** within the public schools of the **City of Holmes Beach,** Florida.

WHEREAS, pursuant to Section 1006.12, Florida Statutes, the **School Board** has the responsibility to develop and implement programs for security purposes to be in effect during the school operating hours; and

WHEREAS, the **School Board** has the additional responsibility to provide educational services to the students; and

WHEREAS, the **City of Holmes Beach** has the responsibility for law enforcement, including the provisions of security services and programs for the prevention of crime; and

WHEREAS, the **School Board** and the **City of Holmes Beach** are mutually responsible for providing a safe environment within which students may receive appropriate instructional and educational services which can be delivered more efficiently through the cooperative efforts of said parties to the benefits of public health, safety, and welfare.

NOW, THEREFORE, the **School Board** and the **City of Holmes Beach** mutually agree as follows:

ARTICLE 1. CITY OF HOLMES BEACH RESPONSIBILITIES

A. Providing School Resource Officers:

1. The **City of Holmes Beach** shall commit employed police officers to the School Resource Officer **(SRO)** program and will be available for schools within the **City of Holmes Beach's** jurisdiction. (Attachment A.)

B. Responsibilities:

1. The **City of Holmes Beach** shall be responsible for employing, training, disciplining, reassignment, and dismissal of all **SRO's.**

2. The **City of Holmes Beach** shall be responsible for fully equipping the **SRO** with the necessary and required law enforcement equipment and

apparel needed to perform the **SRO** functions within the school environment.

3. The **City of Holmes Beach** shall maintain all personnel records and other records related to law enforcement services delivered by the **SRO** as may be required or allowed by law including, but not limited to, individual **SRO** personnel records and files, incident reports, criminal investigative reports, citations, and other such documentations.

4. The **City of Holmes Beach** shall maintain control and responsibility over the **SRO** as well as their equipment and activities.

C. **SRO** Duty Hours:

1. For the Term of Agreement, each **SRO** shall work a forty-hour week consisting of 8-hour days, corresponding to the school calendar regular session, based upon the **SRO's** assigned work detail.

2. The **SRO** workday shall correspond with the teacher's regular workday in the respective schools. Whenever needed, **SRO** may be temporarily reassigned by the **City of Holmes Beach** for accrued leave or during other periods of law enforcement purposes. With approval of the **Chief's** chain-of-command and after consultation with the School Administrator, **SRO** will be allowed to request and utilize their annual leave throughout the year.

3. The schools may request the use of the **SRO** for overtime within each two-week period. Overtime will be paid directly to the **SRO** by the **City of Holmes Beach** and reimbursed to the **City of Holmes Beach** from the school's internal accounts or School District of Manatee County (SDMC) department funds within 30 days of receipt of invoice.

D. Duties of the **SRO:**

1. The **SRO** shall act as an instructor for specialized, short-term programs at their respective schools when requested to do so by the principal or member of the faculty and approved by the **Chief's** chain-of-command. The **SRO** may teach part of these programs as a guest lecturer when so requested, however, the **SRO** shall not be responsible for teaching of the program on a full-time basis.

2. The **SRO** is approved to teach the "Character Development" program, the "Crossroads, It's Your Choice" program, DARE and the "Know the Law" program. All other programs must be approved by the principal of their respective schools and the **Chief's** chain-of-command.

E. General Responsibilities of **SRO:**

1. **SRO** shall coordinate all of their activities with the principal of their respective school and shall receive approval, advice and guidance prior to enacting any programs within said school that have not previously been established or approved under this Agreement.

2. **SRO** shall develop expertise in presenting various subjects to students which shall include a basic understanding of law, the role of law enforcement officers, and the law enforcement mission.

3. **SRO** shall encourage individual and group discussion with the students at their respective schools based upon materials presented in the classroom environment to further establish a rapport with those students.

4. The **SRO,** if requested by the principal of their respective school and if available based on the duties of the **SRO,** shall attend parent/faculty meetings and student staffing, in order to solicit support and understanding of the **SRO** program from the faculty and parents and to promote awareness of the law enforcement function. If these meetings or staffing occur outside of the **SRO's** working hours, overtime will be paid directly to the **SROs** by the **City of Holmes Beach** and reimbursed to the **City of Holmes Beach** from the school's internal accounts or SDMC department funds within 30 days of receipt of invoice.

5. If available based on the duties and responsibilities of the **SRO,** the **SRO** shall make themselves available for student, parent, and faculty member conferences in order to assist with the identification of and solving of problems of a law enforcement or crime prevention nature. Any confidential information obtained, pursuant to Chapter 39, Florida Statutes, shall not be disclosed except as provided for by law or court order.

6. **SRO** shall become familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and Community Based Programs. **SRO** shall make referrals when appropriate.

7. The **SRO** shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.

8. Should it become necessary to conduct formal police interviews or investigations with students, the **SRO** shall adhere to those legal requirement policies and procedures established by the **City of Holmes**

Beach and the **School Board;** provided however, that the **Chief** shall have the authority to modify or suspend said policies and procedures in the interest of criminal justice and/or public safety. The **SRO** shall render assistance to other law enforcement officers in matters regarding the **SRO** school assignment.

9. The **SRO** shall not act as a school disciplinarian, school administrator, or assistant principal, but will cooperate and participate as necessary in the **School Board** expulsion hearing process, if requested by the Superintendent of Schools or legal counsel and approved by the **Chief's** chain-of-command.

10. The **SRO** shall not be assigned duties regularly assigned to school staff such as lunchroom or hall monitor. If there is a problem area, the **SRO** may evaluate or assist the school staff in monitoring those areas.

11. The **SRO** shall adhere to the **City of Holmes Beach** policies and procedures when transporting citizens.

12. The **SRO** will follow and conform to all **School Board** policies and procedures that do not conflict with the established policies and procedures of the **City of Holmes Beach.**

13. The **SRO** shall take law enforcement actions as necessary and advisable under the circumstances involved in any situation occurring at the **SRO** school and, as soon as practicable, if not prohibited by confidentiality provisions of state law, the **SRO** shall notify the principal of the school to which the **SRO** is assigned of any law enforcement activity undertaken or ongoing on the school's campus.

14. At the principal's request and subject to the availability based on the duties and responsibilities of the **SRO,** the **SRO** shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear at school related functions. Whenever practicable, the **SRO** shall advise the principal before requesting additional law enforcement assistance on the campus.

15. If it is necessary for the **SRO** to be absent from his/her assigned school for a period of time less than a full workday, the **SRO** shall contact the **SRO** supervisor. The **SRO** supervisor will then ensure that the school has a replacement **SRO** prior to the assigned **SRO** leaving campus.

16. **SROs shall sign in and out at their assigned schools to document their presence at the school for purposes of the State of Florida Department of Education auditing requirements. The sign-in and sign-out form to be utilized for this purpose is attached hereto as attachment B.**

17. **SRO** shall wear the official Police Uniform at all times while on duty as an **SRO;** however, appropriate civilian attire may be worn on those occasions mutually agreed upon, by and between the school principal and the **City of Holmes Beach** or their appropriate designee.

ARTICLE 2. SCHOOL BOARD RESPONSIBILITIES

A. Facilities and Materials:

The **School Board** shall provide each **SRO** the following facilities and materials necessary for the performance of the **SRO** functions:

1. An air conditioned, properly lighted private office with a seven (7) digit telephone for business purposes, a secure file cabinet, desk, chair, and appropriate office supplies, access to computer or secretarial assistance, access to copying equipment, and a portable 2-way radio for communications with other school personnel.

2. Access to the **School Board's** student information systems, to include, access to student information through Focus, as available, relating to all students enrolled at the **SROs** assigned school, for the purpose of minimizing juvenile delinquency and truancy and maintaining student. Any information obtained by the **SROs** through such access shall be maintained confidential pursuant to the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statutes (2025). The **SRO** supervisor to the extent it exists, shall have mobile access to surveillance cameras at all the schools located within the **City of Holmes Beach.**

3. The **School Board** shall appropriate such funds as may be necessary in order to provide each **SRO** for the school year, the ability, when authorized by the respective principal, to purchase supplies and other equipment or materials that are needed in the performance of the **SRO** function including, but not limited to, cameras, and other such matter.

4. The **School Board** shall provide the **City of Holmes Beach** notice, at least two (2) years, prior to commencement of any new school construction or conversion within the City of Holmes Beach.

B. Training:

The City of Holmes Beach shall advise the School Board in writing of any permanent staff changes of School Resource Officers within schools, including but not limited to leaves of absence greater than 14 days, retirements, and

reassignments. The School Board will be notified and required to consent to any staff reassignment.

The **School Board** written request and consent, shall reimburse the **City of Holmes Beach** its proportionate share (70%) of the reasonable costs of additional formal training expenses for **SRO** that have been requested and agreed to in advance by and between the **School Board** and the **City of Holmes Beach,** as being necessary for an assigned **SRO** to obtain or maintain ce1tification as a School Resource Practitioner or other training necessary to fulfill the specific requirements of certification as an **SRO.** The reimbursement for agreed expenses shall include, but not be limited to, registration, tuition, lodging, and meals, all in keeping with the applicable state guidelines. If mutually agreed upon in advance by the **School Board** and the **City of Holmes Beach, SRO** may be reimbursed for other **SRO** specific training expenses. The **School Board** shall reimburse the **City of Holmes Beach** for any **SRO** training mandated by statute.

C. Section 1006.13, Florida Statutes, Policy of zero tolerance for crime and victimization compliance:

The **School Board** shall ensure that any act that poses a threat to school safety, whether committed by a student or adult, are reported to the **SRO** assigned to the involved school or an **SRO supervisor.** The **SRO or SRO supervisor** will be the **Chief's** designee to handle any reported act(s) that poses a threat to school safety whether committed by a student or adult.

The **School Board** personnel shall immediately consult with the **SRO or SRO supervisor** concerning delinquent acts and crimes.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

A. Each **SRO** shall be a certified law enforcement officer, within the State of Florida, employed by and responsible to the **City of Holmes Beach** and will not, under any circumstances be an employee of the **School Board** nor shall the **School Board** be liable for their actions.

B. The **SRO** in the exercise of their duties and responsibilities will coordinate those school activities and education curriculum involved in their duties with the Superintendent of Schools and the principal of their assigned school.

C. The **SRO** supervisor shall coordinate, in keeping with the policies of the **School Board** and at the request the principal of the respective school subject to availability based on the duties and responsibilities of the **SRO,** the scheduling of **SRO** at extra-curricular activities, including after-school security activities for which special arrangements shall be made for compensation. Any such extra-curricular activities requested by the **School Board,** over and above the normal

pay period, shall be in compliance with all applicable rules and regulations ofthe **City of Holmes Beach** and the Department of Labor under the Fair Labor Standards Act.

D. The **School Board** shall reimburse the **City of Holmes Beach** seventy percent (70%) ofthe rate ofpay the one (1) School Resource Officers assigned to Anna Maria Island Elementary School, that includes their salary, retirement, FICA, workers compensation and health insurance and one (1) percent ofthe salary for Sergeant Copeman's salary as more fully set forth in **Attachment C,** [$118,300.99], which is attached hereto and incorporated by reference. The **School Board** shall remit this total annual compensation due to the **City of Holmes Beach** in quarterly installments for full time **SRO.** Payments shall be due as per the following schedule:

November 12, 2026
February 24, 2027
May 19, 2027
August 3, 2027

The **City of Holmes Beach** also shall submit quarterly any mutually approved in writing additional fees or other compensation for services or expenses. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 basis.

E. **If** the **School Board** determines that it is necessary to utilize **SRO** for designated summer school programs, the **City of Homes Beach** shall provide up to 1 SRO and the **SRO** costs, expenses, entitlements and benefits shall be reimbursed to the **City of Holmes Beach** by the **School Board.** Summer school services shall be **billed upon completion of summer school.**

F. **If** due to an exceptional occurrence, sporting event, public meeting or other activity, it is necessary for other officers, in addition to the assigned **SRO** to attend those activities in their official duty capacity in order to maintain peace and order, compensation for those additional duties will be charged to the **School Board** in keeping with the **City of Holmes Beach's** existing rules and policies concerning the provision of off-duty officers for special events. The additional services shall be **invoiced monthly and have payment terms of NET 30.**

G. The **SRO** shall be entitled to the benefits as provided by the **City of Holmes Beach.** The **City of Holmes Beach** shall provide a substitute or replacement officer for the absent **SRO** at no additional cost to the **School Board.** The **SRO** supervisor may be used to act as a substitute officer for an unavailable **SRO. If** the absence of the **SRO** is due to sickness/injury that is job related and compensable through worker's compensation, the **City of Holmes Beach** shall be

responsible for compensating and providing a substitute officer for the period of time that the assigned **SRO** is absent and receiving worker's compensation.

H. If the assigned **SRO** is required to work overtime (in excess of the designated 8-hour day/40-hour week) by the **School Board,** overtime will be paid, in accordance with all applicable rules of the **City of Holmes Beach,** and directly to the officers by the **City of Holmes Beach** and reimbursed to the City from the school's internal accounts or SDMC department funds within 30 days of receipt of invoice.

I. The **City of Holmes Beach** and the **School Board** shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise or questions develop regarding the implementation and interpretation of the provisions of the Agreement, both parties shall negotiate in good faith in resolving those matters. In keeping with the public purpose of this Agreement in protecting the students, **School Board** staff, and the general public.

J. If it becomes necessary for an assigned **SRO** to be relieved of duty or be removed from his/her position at his/her assigned school by the **City of Holmes Beach,** the principal of the school affected, shall be contacted and briefed of the facts relating to the removal. **If** the removal of the **SRO** is at the request of the affected school's principal, said request shall be in writing documenting the reason for such request and forwarded through the affected **SRO's** chain of command, with a copy forwarded to the Superintendent of Schools. An appropriate meeting of the necessary staff of the **City of Holmes Beach** and the **School Board** shall be scheduled in order to discuss and resolve the issues involved with the affected **SRO.** The **Chief** shall make the final determination regarding placement of **City of Holmes Beach** personnel.

K. <u>Term:</u>

The term of the Agreement shall be for the 2026-2027 school year, from July 1, 2026, through June 30, 2027. The Agreement may be terminated by the **School Board** at any time if insufficient funding occurs as a result of the action of the State Legislature or withdrawal of funds occurs during the term of the Agreement. In either case, the **School Board** will be responsible for the financial obligations of this Agreement for the balance of the term or until officer vacancies occur in order to transfer **SRO's** into a budgeted police officer position. This agreement may be extended for an additional two one (1) year renewals upon agreement by both parties. Any changes to proposed pricing must be made 60 days in advance of the renewal.

L. Termination:

The Agreement may be terminated by either party upon thirty (30) day written notice where a substantial breach of the Agreement has occurred, and the breaching party has failed to cure the breach within 30 days. Upon termination, the **School Board** shall be entitled to a prorated refund in accordance with the compensation formula for each day the **SRO** services are not provided as a result of termination. The **City of Holmes Beach** shall be entitled to compensation for all services performed up to the date of termination.

M. Indemnification:

Consistent with Section 768.28, Florida Statutes, the **School Board** and the **City of Holmes Beach** agree to defend, indemnify and hold harmless the other party, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities, including attorney's fees, resulting from or arising out of the intentional or negligent acts or omissions of its own employees, officers or agents, whether occurring before or after the **School Board** and the **City of Holmes Beach** assumed the obligations of this Agreement. No provision of the Agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

N. Notice:

Where any notice is required under this Agreement or applicable law, such notice shall be provided by certified mail, return receipt requested, as follows:

For the **City of Holmes Beach**

William Tokajer, Chief of Police
City of Holmes Beach Police Department
5801 Marina Drive
Holmes Beach, Florida 34217

For the **School Board**

Laurie Breslin, Superintendent
School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205

0. Entire Agreement:

This Agreement, together with the attachments set forth below represents the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter. All attachments are incorporated in their entirety into and form part of the Agreement. The Agreement has the following attachments:

Attachment A - School Coverage
Attachment B- School Resource Officer Timesheet
Attachment C - SRO Budget and Contract Costs

P. Severability:

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Q. Venue:

This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Venue for any litigation hereunder shall be in Manatee County, Florida.

R. Equal Opportunity:

The **School Board** and the **City of Holmes Beach** do not discriminate on the basis of race, sex, marital status, national origin, religion, disability, or age, in the operation of the school district or in the provisions of services.

S. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 et seq., and Section 119.01 et seq., Florida Statutes. The contracting party with the **School Board** hereby acknowledges and agrees to comply with the Florida Sunshine Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this Agreement for inspection and copying, public records requests, internal audits and for any other informational purpose.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement, in duplicate, on the date last signed below.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By:_____ Date:_____

Cindy Spray, Board Chair

By:_____ Date:_____

Laurie Breslin, Superintendent

CITY OF HOLMES BEACH, FLORIDA

By:_____ Date: 5/27/26

Judy Titsworth, Mayor

By: M Hovious Date: 5/26/26

Marina Hovious, City Clerk

2026-2027 SRO Contract

Attachment "A"

School Coverage

School	Assigned SRO
Anna Maria Elementary School	Officer Christine LaBranche
	Sergeant Copeman - Supervisor

This section intentionally left blank

SCHOOL RESOURCE OFFICER
TIMESHEET- MONTHLY REPORTING

Attachment B

School District of Manatee County
215 Manatee Ave W Bradenton, Fl. 34205
(941) 708-8770 www.manateeschools.net

Month_____ Year_____ School Location_____

_____ _____
Officer (Last Name First) ID #

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

I hereby certify this report records hours worked by me during the period covered.

_____ _____

Officer signature Date

(District requires a physical signature)

I hereby certify this report correctly records the hours worked by this officer.

_____ _____

Principal Signature Date

(District requires a physical signature)

This section intentionally left blank

ATTACHMENT C

PROPOSED 2026-2027-- 1 Full Time Officer								
Personal Expenses	2026-2027							
Regular Salary	97,226.44							
FICA	10,777.40							
Retirement	43,654.67							
Benefits	18,496.14							
Total Personal Expenses	170,154.65							
Operating Expenses								
Professional Services	2,204.88	*Supervision*						
Communications	-							
Vehicle & Equip Cost	-							
Office Supplies	-							
Gas, Oil & Other	-							
Uniforms & Accessories	-							
Uniform Cleaning	-							
Total Operating Expenses	2,204.88							
Total Cost	172,359.53							
School Board 70% share	120,651.67		Four payments		$ 30,162.92			
	Rate of		Holiday	44.90%	0.0765	0.043		
	Pay	Salary	Pay	Retirement	FICA	W/C	Hospital	Total
Employee								
LaBranche, Christine	44.5176	97,226.44		43,654.67	10,777.40	4,180.74	14,315.40	170,154.65
Professional Services		1% of Salary	Holiday	Retirement	FICA	W/C	Hospital	Total
Chief Tokajer	90.8820	-	-	-	-	-	-	-
Sgt. Copeman	55.6956	1,216.39	-	546.16	93.05	-	349.27	2,204.88
Finance (.50%)	38.0224	-		-	-	-	-	-
		1,216.39	-	546.16	93.05		349.27	2,204.88
**Assumes 10% increase in Hospitalization and 8% salaries								

This section intentionally left blank

AGENDA ITEM NO. 9.27

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Purchase School Resource Officer (SRO) Services through The City of Bradenton, SDMC No. 27-0046-KD, Estimated in the Amount of $348,050.23 Annually (Multiple Funding Sources)

Executive Summary
The City of Bradenton will provide three (3) full time and two (2) part time officers to the School Resource Officer (SRO) program. Two (2) full time officers will be dedicated and assigned to Manatee High School. One (1) full time officer will be dedicated and assigned to Sugg Middle School. Two (2) part time officers (10 month employees) will be assigned to Manatee Elementary School.

The School District of Manatee County is responsible for 70% of the annual cost for the officers each year, to be paid in quarterly installments. The District will also reimburse the City of Bradenton for overtime duty and officer training as permissible per the contract. A copy of the agreement is attached.

The requested contract is for the period of July 1, 2026, through June 30, 2027, with two (2) additional one (1) year renewals through June 30, 2029.

Historical expenditures are as follows:

- 2025-2026 $365,624.83
- 2024-2025 $333,281.45
- 2023-2024 $297,853.19

Suppliers will only be utilized in accordance with District policies and procedures.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval to purchase School Resource Officer (SRO) services through The City of Bradenton, SDMC No. 27-0046-KD, estimated in the amount of $348,050.23 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is Safe Schools Categorical, internal account, and

department funds as needed, and is included in the proposed budget(s) for 2026-2027 **(Multiple Funding Sources)**.

Contact
Submitting Departments: Safety and Security and Purchasing
Initiated By: Paul Damico

Attachments:
270046 SRO City of Bradenton

2026-2027 School Resource Officer Program Agreement

This AGREEMENT entered into for the 2026-2027 school year (July 1, 2026, through June 30, 2027) by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as **"School Board"** and the City of Bradenton, whose mailing address is 100 10th Street West, Bradenton, Florida 34205, hereinafter referred to as the **"City of Bradenton,"** for the purposes of establishing a School Resource Officer Program, staffed by school resource officer, hereinafter referred to as **"SRO,"** within certain the public schools of the **City of Bradenton,** Florida.

WHEREAS, pursuant to Section 1006.12, Florida Statutes, the **School Board** has the responsibility to develop and implement programs for security purposes to be in effect during the school operating hours; and

WHEREAS, the **School Board** has the additional responsibility to provide educational services to the students of the City of Bradenton; and,

WHEREAS, the **City of Bradenton** has the responsibility for law enforcement, including the provisions of security services and programs for the prevention of crime; and

WHEREAS, the **School Board** and the **City of Bradenton** are mutually responsible for providing a safe environment within which students may receive appropriate instructional and educational services which can be delivered more efficiently through the cooperative efforts of said parties to the benefits of public health, safety, and welfare.

NOW, THEREFORE, the **School Board** and the **City of Bradenton** mutually agree as follows:

ARTICLE 1. CITY OF BRADENTON RESPONSIBILITIES

A. Providing School Resource Officers:

1. The **City of Bradenton** shall commit employed police officers to the School Resource Officer **(SRO)** program who will be available for certain schools within the **City of Bradenton's** jurisdiction.

B. Responsibilities:

1. The **City of Bradenton** shall be responsible for employing, training, disciplining, and dismissal of all **SRO's.**

2. The **City of Bradenton** shall be responsible for fully equipping the **SRO** with the necessary and required law enforcement equipment and apparel needed to perform the **SRO** functions within the school environment.

3. The **City of Bradenton** shall maintain all personnel records and other records related to law enforcement services delivered by the **SRO** as may be required or allowed by law including, but not limited to, individual **SRO** personnel records and files, incident reports, criminal investigative reports, citations, and other such documentations.

4. The **City of Bradenton** shall maintain control and responsibility over the **SRO** as well as their equipment and activities.

C. SRO Duty Hours:

1. For the Term of Agreement, each **SRO** shall work a forty-hour week consisting of 8-hour days, corresponding to the school calendar regular session, based upon the **SRO's** work detail.

2. The **SRO** workday shall correspond with the teachers' regular workday in the respective schools. Whenever needed, **SRO** may be temporarily reassigned by the **City of Bradenton** for accrued leave or during other periods for law enforcement purposes, another **SRO** will be assigned to the school. With approval of the **Chief's** chain-of-command and after consultation with the School Administrator, **SRO** will be allowed to request and utilize their annual leave throughout the year.

3. The schools may request the use of the **SRO** for overtime within each two-week period. Overtime will be paid directly to the **SRO** by the **City of Bradenton** and reimbursed to the **City of Bradenton** from the schools internal accounts or School District of Manatee County (SDMC)within 30 days of receipt of invoice.

D. Duties of the **SRO:**

1. The **SRO** shall act as an instructor for specialized, short-term programs at their respective schools when requested to do so by the principal or member of the faculty. The **SRO** may teach part of these programs as a guest lecturer when so requested, however, the **SRO** shall not be responsible for teaching of the program on a full-time basis.

2. The **SRO** is approved to teach the "Character Development" program, the "Crossroads, It's Your Choice" program, the G.R.E.A.T. (Gang Resistance Education and Training) program and the "Know the Law" program. All other programs must be approved by the principal of their respective schools.

E. General Responsibilities of **SRO:**

1. **SRO** shall coordinate all of their activities with the principal of their respective school and shall receive approval, advice and guidance prior to enacting any programs within said school that have not previously been established or approved under this Agreement.

2. **SRO** shall develop expertise in presenting various subjects to students which shall include a basic understanding of law, the role of law enforcement officers, and the law enforcement mission.

3. **SRO** shall encourage individual and group discussion with the students at their respective schools based upon materials presented in the classroom environment to further establish a rapport with those students.

4. The **SRO,** if requested by the principal of their respective school and available based on the duties and responsibilities of the **SRO,** shall attend parent/faculty meetings and student staffing, in order to solicit support and understanding of the **SRO** program from the faculty and parents and to promote awareness of the law enforcement function.

5. If available based on the duties and responsibilities of the **SRO,** the **SRO** shall make themselves available for student, parent, and faculty member conferences in order to assist with the identification of and solving of problems of a law enforcement or crime prevention nature. Any confidential information obtained, pursuant to Chapter 39, Florida Statutes, shall not be disclosed except as provided for by law or court order.

6. **SRO** shall become familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and Community Based Programs. **SRO** shall make referrals when appropriate.

7. The **SRO** shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.

8. Should it become necessary to conduct formal police interviews or investigations with students, the **SRO** shall adhere to those legal requirement policies and procedures established by the **City of Bradenton** and the **School Board.** The **SRO** shall render assistance to other law enforcement officers in matters regarding the **SRO** school assignment.

9. The **SRO** shall not act as a school disciplinarian, school administrator, or assistant principal, but will cooperate and participate as necessary in the **School Board** expulsion hearing process, if requested by the Superintendent of Schools or legal counsel.

10. The **SRO** shall not be assigned duties regularly assigned to school staff such as lunchroom or hall monitor. If there is a problem area, the **SRO** may evaluate or assist the school staff in monitoring those areas.

11. The **SRO** shall adhere to the **City of Bradenton** policies and procedures when transporting citizens.

12. The **SRO** will follow and conform to all **School Board** policies and procedures that do not conflict with the established policies and procedures of the **City of Bradenton.**

13. The **SRO** shall take law enforcement actions as necessary and advisable under the circumstances involved in any situation occurring at the **SRO** school and, as soon as practicable, if not prohibited by confidentiality provisions of state law, the **SRO** shall notify the principal of the school to which the **SRO** is assigned of any law enforcement activity undertaken or ongoing on the school's campus.

14. At the principal's request and subject to availability based on the duties and responsibilities of the **SRO,** the **SRO** shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear at school related functions. Whenever practicable, the **SRO** shall advise the principal before requesting additional law enforcement assistance on the campus.

15, If it is necessary for the **SRO** to be absent from his/her assigned school for a period of time less than a full workday or any portion thereof, the **SRO** shall contact the **SRO** supervisor and notify the principal. The **SRO** supervisor will then ensure that the school has a replacement **SRO** prior to the assigned **SRO** leaving campus.

16. **SROs** shall sign in and out at their assigned schools to document their presence at the school for purposes of the State of Florida Department of Education auditing requirements. The sign-in and sign-out form to be utilized for this purpose is attached hereto as attachment B.

17. **SRO** shall wear the official Police Uniform at all times while on duty as an **SRO;** however, appropriate civilian attire may be worn on those occasions mutually agreed upon, by and between the school principal and the **City of Bradenton** or their appropriate designee.

ARTICLE 2. SCHOOL BOARD RESPONSIBILITIES

A. Facilities and Materials:

The **School Board** shall provide each **SRO** the following facilities and materials necessary for the performance of the **SRO** functions:

1. An air conditioned, properly lighted private office with a seven (7) digit telephone for business purposes, a secure file cabinet, desk, chair, and appropriate office supplies, access to computer or secretarial assistance, access to copying equipment, and a portable 2-way radio for communications with other school personnel.

2. Access to the **School Board's** student information systems, to include, access to student information through Focus, as available, allowing remote access to information relating to all students enrolled at the **SRO's** assigned school, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. Any information obtained by the **SROs** through such access shall be maintained confidential pursuant to the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statutes (2025). The **SRO** supervisor to the extent it exists, shall have mobile access to surveillance cameras at all the schools located within the **City of Bradenton.**

3. The **School Board** shall appropriate such funds as may be necessary in order to provide each **SRO** for the school year, the ability, when authorized by the respective principal, to purchase supplies and other equipment or materials that are needed in the performance of the **SRO** function.

B. Training:

The City of Bradenton shall advise the School Board in writing of any permanent staff changes of School Resource Officers within schools, including but not limited to leaves of absence greater than 14 days, retirements, and reassignments. The School Board will be notified and required to consent to any staff reassignment.

The **School Board** upon written request and consent, shall reimburse the **City of Bradenton** its proportionate share (70%) of the reasonable costs of additional formal training expenses for **SRO** that have been requested and agreed to in advance by and between the **School Board** and the **City of Bradenton,** as being necessary for an assigned **SRO** to obtain or maintain certification as a School Resource Practitioner or other training necessary to fulfill the specific requirements of certification as a **SRO.** The reimbursement for agreed expenses

shall include, but not be limited to, registration, tuition, lodging, and meals, all in keeping with the applicable state guidelines. If mutually agreed upon in advance by the **School Board** and the **City of Bradenton, SRO** may be reimbursed for other SRO specific training expenses. The **School Board** shall reimburse the **City of Bradenton** for any **SRO** training mandated by statute.

C. Section 1006.13, Florida Statutes, Policy of zero tolerance for crime and victimization compliance:

The **School Board** shall ensure that any act that poses a threat to school safety, whether committed by a student or adult, are reported to the **SRO** assigned to the involved school or an **SRO supervisor.** The **SRO or SRO supervisor** will be the **Chief's** designee to handle any reported act(s) that poses a threat to school safety whether committed by a student or adult.

The **School Board** personnel shall immediately consult with the **SRO** or **SRO supervisor** concerning delinquent acts and crimes.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

A. Each **SRO** shall be a certified law enforcement officer, within the State of Florida, employed by and responsible to the **City of Bradenton** and will not, under any circumstances be an employee of the **School Board** nor shall the **School Board** be liable for their actions.

B. The **SRO** in the exercise of their duties and responsibilities will coordinate those school activities and education curriculum involved in their duties with the Superintendent of Schools and the principal of their assigned school.

C. The **SRO** supervisor shall coordinate, in keeping with the policies of the **School Board** and after request the principal of the respective school subject to availability based on the duties and responsibilities of the **SRO,** the scheduling of **SRO** at extra-curricular activities, including after-school security activities for which special arrangements shall be made for compensation. Any such extra-curricular activities requested by the **School Board,** over and above the normal pay period, shall be in compliance with any applicable collective bargaining agreement and all applicable rules and regulations of the **City of Bradenton** and the Department of Labor under the Fair Labor Standards Act.

D. The **School Board** shall reimburse the **City of Bradenton** 70% of the rate of pay the School Resource Officers (SRO) assigned to Schools, that includes their salary, retirement, FICA, workers compensation and health insurance, plus $2907 for the Sergeant, as set forth in **ATTACHMENTS "A" and "C"** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due to the **City of**

Bradenton in quarterly installments for full-time and part-time SROs in the amount **of $348,050.23.** Payments shall be due as per the following schedule:

November 12, 2026
February 24, 2027
May 19, 2027
August 3, 2027

The **City of Bradenton** also shall submit quarterly for any mutually approved in writing additional fees or other compensation for services or expenses. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 basis.

F. If the **School Board** determines that it is necessary to utilize **SRO** for designated summer school programs, the **City of Bradenton** shall provide up to three **SROs** and the **SRO** costs, expenses, entitlements and benefits shall be reimbursed to the **City of Bradenton** by the **School Board.** Summer school services shall be **billed upon completion of summer school.**

G. If due to an exceptional occurrence, sporting event, public meeting or other activity, it is necessary for other officers, in addition to the assigned **SRO** to attend those activities in their official duty capacity in order to maintain peace and order, compensation for those additional duties will be charged to the **School Board** in keeping with the **City of Bradenton** applicable collective bargaining agreement (Collective Bargaining Agreement) and the **City of Bradenton's** existing rules and policies concerning the provision of off-duty officers for special events. The additional services shall be **invoiced monthly and have payment of NET 30.**

H. **SRO shall be entitled to the sick leave benefits as provided by the Collective Bargaining Agreement from the City of Bradenton.** The City of Bradenton shall provide a substitute or replacement officer for the absent **SRO** at no additional cost to the **School Board.** The **SRO** supervisor may be used to act as a substitute officer for an unavailable **SRO.** If the absence of the **SRO** is due to sickness/injury that is job related and compensable through worker's compensation, the **City of Bradenton** shall be responsible for compensating and providing a substitute officer for the period of time that the assigned **SRO** is absent and receiving worker's compensation.

I. If the assigned **SRO** is required to work overtime (in excess of the designated 8-hour day/40-hour week) by the **School Board,** the **City of Bradenton** shall be responsible for compensatory time in accordance with the Collective Bargaining Agreement. Overtime will be paid directly to the officers by the **City of Bradenton** and reimbursed to the City from the school's internal accounts or

SDMC department funds within 30 days of receipt of invoice. SRO's and/or other Officers that cover any Board Meetings will receive overtime to their rate of pay.

J. The **City of Bradenton** and the **School Board** shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise or questions develop regarding the implementation and interpretation of the provisions of the Agreement, both parties shall negotiate in good faith in resolving those matters. In keeping with the public purpose of this Agreement in protecting the students, **School Board** staff, and the general public.

K. If it becomes necessary for an assigned **SRO** to be relieved of duty or be removed from his/her position at his/her assigned school by the **City of Bradenton,** the principal of the school affected, shall be contracted and briefed of the facts relating to the removal. If the removal of the **SRO** is at the request of the affected school's principal, said request shall be in writing documenting the reason for such request and forwarded through the affected **SRO's** chain of command, with a copy forwarded to the Superintendent of Schools. An appropriate meeting of the necessary staff of the **City of Bradenton** and the **School Board** shall be scheduled in order to discuss and resolve the issues involved with the affected **SRO.** The **Chief** shall make the final determination regarding placement of **City of Bradenton** personnel.

L. Term:

The term of the Agreement shall be for the 2026-2027 school year, from July 1, 2026 through June 30, 2027. The Agreement may be terminated by the School Board at any time if insufficient funding occurs as a result of the action of the State Legislature or withdrawal of funds occurs during the term of the Agreement. In either case, the School Board will be responsible for the financial obligations of this Agreement for the balance of the term or until officer vacancies occur in order to transfer SRO's into a budgeted police officer position. This agreement may be extended for an additional two one (1) year renewals upon agreement by both parties. Any changes to proposed pricing must be made 60 days in advance of the renewal.

M. Termination:

The Agreement may be terminated by either party upon thirty (30) day written notice where a breach of this Agreement has occurred, and the breaching party has failed to cure the breach within 30 days. Upon termination, the **School Board** shall be entitled to a prorated refund in accordance with the compensation formula for each day the **SRO** services are not provided as a result of termination. The **City of Bradenton** shall be entitled to compensation for all services performed up

to the date of termination.

N. Indemnification:

Consistent with Section 768.28, Florida Statutes, the **School Board** and the **City of Bradenton** agree to defend, indemnify and hold harmless the other party, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities, including attorney's fees, resulting from or arising out of the intentional or negligent acts or omissions of its own employees, officers or agents, whether occurring before or after the **School Board** and the **City of Bradenton** assumed the obligations of this Agreement. No provision of the Agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

0. Notice:

Where any notice is required under this Agreement or applicable law, such notice shall be provided by certified mail, return receipt requested, as follows:

For the City of Bradenton	**For the School Board**
Josh Cramer, Chief of Police City of Bradenton Police Department 100 10th Street West Bradenton, Florida 34205	Laurie Breslin, Superintendent School District of Manatee County 215 Manatee Avenue West Bradenton, Florida 34205

P. Entire Agreement:

This Agreement, together with the attachments set forth below represents the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter. All attachments are incorporated in their entirety into and form part of the Agreement. The Agreement has the following attachments:

Attachment A - School Coverage

Attachment B- School Resource Officer Sign-In Log

Attachment C - School Resource Officer Budget

Q. Severability:

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

R. Venue:

This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Venue for any litigation hereunder shall be in Manatee County, Florida.

S. Equal Opportunity:
The **School Board** and the **City of Bradenton** do not discriminate on the basis of race, sex, marital status, national origin, religion, disability, or age, in the operation of the school district or in the provisions of services.

T. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 et seq., and Section 119.01 et seq., Florida Statutes. The contracting party with the **School Board** hereby acknowledges and agrees to comply with the Florida Sunshine Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this Agreement for inspection and copying, public records requests, internal audits and for any other informational purpose.

U. In the event the **City of Bradenton** is no longer subject to a Collective Bargaining Agreement or the **SRO** is not a member of a bargaining unit, the **City of Bradenton** Personnel Policy shall govern personnel issues as appropriate.

This section intentionally left blank

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement, in duplicate, on the date last signed below.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date:

Cindy Spray, Board Chair

ATTEST:

By: _____ Date:

Superintendent Laurie Breslin

By: _____ Date: 5-27-2026

Gene Brown, Mayor

CITY OF BRADENTON FLORIDA INCORPORATED

ATTEST:

By: _____ Date: 5-27-2026

Tamara Melton, City Clerk

By: _____ Date: 5/28/2026

~~Josh Cramer, Chief of Police~~

Brian Thiers, Acting Chief of Police

2026-2027 SRO Contract
Attachment A

School Coverage

School	Assigned SRO
Manatee High School	Officer Shawn Gow
Manatee High School	Officer Justin Gause
Manatee Elementary School (Part Time)	Officer Shane Shehorn
Manatee Elementary School (Part Time)	Officer Michael Stonebridge
Sugg Middle School	Officer Terrell Brown
Admin Sergeant	Sergeant Ryan Vaughn

This section intentionally left blank

Attachment B

SCHOOL RESOURCE OFFICER
TIMESHEET- MONTHLY REPORTING

School District of Manatee County
215 Manatee Ave W Bradenton, Fl. 34205
(941) 708-8770 www.manateeschools.net

Month_____ Year_____ School Location_____

_____ _____
Officer (Last Name First) ID #

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

1

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

I hereby certify this report records hours worked by me during the period covered.

Officer signature _____ Date _____

(District requires a physical signature)

I hereby certify this report correctly records the hours worked by this officer.

Principal Signature _____ Date _____

(District requires a physical signature)

This section intentionally left blank

ATTACHMENT C- PROPOSED 2026-2027 - 3 FULL-TIME OFFICERS & 2 PART-TIME OFFICERS

Personal Expenses	2026-2027
Regular Salary	328,964.54
FICA	25,165.79
Retirement	78,604.69
Benefits	61,572.60
Total Personnel Expenses	494,307.61
Administrative Fee	
$2,907	2,907.00
	ATTACHMENT "C"
Total Operating Expenses	2,907.00
TOTAL COST	$ 497,214.61
School Board 70% share	$ 348,050.23

Four payments $ 87,012.56

	Rate of Pay per Contract	Annual Salary	Patrol Support	Total Salary	30.20% Retirement	0.0765 FICA	0.043 W/C	Hospital	Total
Employee									
Gow, Shawn (6689)	43.0617	89,568.34	3,000.00	92,568.34	27,955.64	7,081.48	3,980.44	15,809.04	147,394.93
Brown, Terrell (8383)	34.6845	72,143.76	3,000.00	75,143.76	22,693.42	5,748.50	3,231.18	15,809.04	122,625.89
Gause, Justin (6248)	43.0617	89,568.34	3,000.00	92,568.34	27,955.64	7,081.48	3,980.44	15,809.04	147,394.93
						-	-		-
						-	-		-
Part Time Officer (less than 130 hours/month)	34.6918	30,442.05	3,900.00	34,342.05		2,627.17	1,476.71	-	38,445.93
Part Time Officer (less than 130 hours/month)	34.6918	30,442.05	3,900.00	34,342.05		2,627.17	1,476.71	-	38,445.93
(4472/8015)		312,164.54	16,800.00	328,964.54	78,604.69	25,165.79	14,145.48	47,427.12	494,307.61
Professional Services									
SRO Sergeant/ Supervisor (3% of Salary)	Administrative Fee	2,907.00		-					
			-	-	-	-	-	-	-

*pay rates will change every Oct 1 and are not currently set
part time sro-45 hours a week combined between the 2 positions for 39 weeks
**Possible increase in health insurance

This section intentionally left blank

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

City of Bradenton

Company Name

Signature of Contractor's Authorized Official

Gene Brown, Mayor

Name and Title of Contractor's Authorized Official

5-26-2026

Date

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Bradenton Police Department

Address: 100 10th St W

Phone Number: 941-932-9364

Authorized Representative's Name: A/C Brian Thiers

Authorized Representative's Title: Acting Chief of Police

Email Address: brian.thiers@bradentonpd.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

5/28/26
Date

AGENDA ITEM NO. 9.28

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Purchase School Resource Officer (SRO) Services through The City of Palmetto, SDMC No. 27-0047-KD, Estimated in the Amount of $179,280.67 Annually (Multiple Funding Sources)

Executive Summary
The City of Palmetto will provide two (2) regularly employed police officers to the School Resource Officer (SRO) program. These officers will be dedicated and assigned to Palmetto High School and Lincoln Middle School.

The School District of Manatee County is responsible for 70% of the annual cost for the officers each year, to be paid in quarterly installments. The District will also reimburse the City of Palmetto for overtime duty and officer training as permissible per the contract. A copy of the agreement is attached.

The requested contract is for the period of July 1, 2026, through June 30, 2027, with two (2) additional one (1) year renewals through June 30, 2029.

Historical expenditures are as follows:

- 2025-2026 $161,487.09
- 2024-2025 $152,187.66 (additional officer added for a total of 2 officers)
- 2023-2024 $75,588.46

Suppliers will only be utilized in accordance with District policies and procedures.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval to purchase School Resource Officer (SRO) services through The City of Palmetto, SDMC No. 27-0047-KD, estimated in the amount of $179,280.67 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is Safe Schools Categorical, internal account, and department funds as needed, and is included in the proposed budget(s) for 2026-2027 **(Multiple Funding Sources)**.

Contact
Submitting Departments: Safety and Security and Purchasing
Initiated By: Paul Damico

Attachments:
270047 SRO City of Palmetto

2026-2027 School Resource Officer Program Agreement

This AGREEMENT entered into for the 2026-2027 school year (July 1, 2026 - June 30, 2027) by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as **"School Board"** and the City of Palmetto, whose mailing address is 820 10th Ave West, Palmetto, Florida 34221, hereinafter referred to as the **'City of Palmetto,"** for the purposes of establishing a School Resource Officer Program, staffed by school resource officer, hereinafter referred to as **"SRO,"** within the public schools of the **City of Palmetto,** Florida.

WHEREAS, pursuant to Section 1006.12, Florida Statutes, the **School Board** has the responsibility to develop and implement programs for security purposes to be in effect during the school operating hours; and

WHEREAS, the **School Board** has the additional responsibility to provide educational services to the students; and

WHEREAS, the **City of Palmetto** has the responsibility for law enforcement, including the provisions of security services and programs for the prevention of crime; and

WHEREAS, the **School Board** and the **City of Palmetto** are mutually responsible for providing a safe environment within which students may receive appropriate instructional and educational services which can be delivered more efficiently through the cooperative efforts of said parties to the benefits of public health, safety, and welfare.

NOW, THEREFORE, the **School Board** and the **City of Palmetto** mutually agree as follows:

ARTICLE 1. CITY OF PALMETTO RESPONSIBILITIES

A. Providing School Resource Officers:

1. The **City of Palmetto** shall commit TWO employed police officers to the School Resource Officer **(SRO)** program who will be available for schools within the **City of Palmetto's** jurisdiction.

B. Responsibilities:

1. The **City of Palmetto** shall be responsible for employing, training, disciplining, reassignment, and dismissing of all **SRO's.**

2. The **City of Palmetto** shall be responsible for fully equipping the **SRO** with the necessary and required law enforcement equipment and apparel needed to perform the **SRO** functions within the school environment.

3. The **City of Palmetto** shall maintain all personnel records, training records and other records related to law enforcement services delivered by the **SRO** as may be required or allowed by law including, but not limited to, individual **SRO** personnel records and files, incident reports, criminal investigative reports, citations, and other such documentations.

4. The **City of Palmetto** shall maintain control and responsibility over the **SRO** as well as their equipment and activities.

C. <u>SRO Duty Hours:</u>

1. For the Term of Agreement, each **SRO** shall work a forty-hour week consisting of 8-hour days, corresponding to the school calendar regular session, based upon the SRO's assigned work detail.

2. The SRO workday shall correspond with the teacher's regular workday in the respective schools. Whenever needed, **SRO** may be temporarily reassigned by the **City of Palmetto** for accrued leave or during other periods for law enforcement purposes, **City of Palmetto** agrees to provide a replacement **SRO** at the assigned school. With approval of the **Chiefs** chain-of-command and after consultation with the School Administrator, **SRO** will be allowed to request and utilize their annual leave throughout the year.

3. The schools may request the use of the **SRO** for overtime within each two-week period. Overtime will be paid directly to the **SRO** by the **City of Palmetto** and reimbursed to the **City of Palmetto** from the school's internal accounts or School District of Manatee County (SDMC) department funds within 30 days of receipt of invoice.

D. <u>Duties of the **SRO:**</u>

I. The **SRO** shall act as an instructor for specialized, short-term programs at their respective schools when requested to do so by the principal or member of the faculty and approved by the **Chiefs** chain-of-command. The **SRO** may teach part of these programs as a guest lecturer when so requested, however, the **SRO** shall not be responsible for teaching of the program on a full-time basis.

2. The **SRO** is approved to teach the "Character Development" program, the "Crossroads, It's Your Choice" program, D.A.R.E. and the "Know the Law" program. All other programs must be approved by the principal of their respective schools and the **Chiefs** chain-of-command.

E. General Responsibilities of **SRO:**

1. **SRO** shall coordinate all of their activities with the principal of their respective school and shall receive approval, advice and guidance prior to enacting any programs within said school that have not previously been established or approved under this Agreement.

2. **SRO** shall develop expertise in presenting various subjects to students which shall include a basic understanding of law, the role of law enforcement officers, and the law enforcement mission.

3. **SRO** shall encourage individual and group discussion with the students at their respective schools based upon materials presented in the classroom environment to further establish a rapport with those students.

4. The **SRO,** if requested by the principal of their respective school and available based on the duties and responsibilities of the **SRO,** shall attend parent/faculty meetings and student staffing, in order to solicit support and understanding of the **SRO** program from the faculty and parents and to promote awareness of the law enforcement function If these meetings or staffing occur outside of the **SRO's** working hours, overtime will be paid directly to the **SROs** by the **City of Palmetto** and reimbursed to the **City of Palmetto** from the school's internal accounts or SDMC department funds within 30 days of receipt of invoice.

5. If available based on the duties and responsibilities of the **SRO,** the **SRO** shall make themselves available for student, parent, and faculty member conferences in order to assist with the identification of and solving of problems of a law enforcement or crime prevention nature. Any confidential information obtained, pursuant to Chapter 39, Florida Statutes, shall not be disclosed except as provided for by law or court order.

6. **SRO** shall become familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and Community Based Programs. **SRO** shall make referrals when appropriate.

7. The **SRO** shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.

8. Should it become necessary to conduct formal police interviews or investigations with students, the **SRO** shall adhere to those legal

requirement policies and procedures established by the **City of Palmetto** and the **School Board;** provided however, that the **Chief** shall have the authority to modify or suspend said policies and procedures in the interest of criminal justice and/or public safety. The **SRO** shall render assistance to other law enforcement officers in matters regarding the **SRO** school assignment.

9. The **SRO** shall not act as a school disciplinarian, school administrator, or assistant principal, but will cooperate and participate as necessary in the **School Board** expulsion hearing process, if requested by the Superintendent of Schools or legal counsel and approved by the **Chiefs** chain-of-command.

10. The **SRO** shall not be assigned duties regularly assigned to school staff such as lunchroom or hall monitor. If there is a problem area, the **SRO** may evaluate or assist the school staff in monitoring those areas.

11. The SRO shall adhere to the **City of Palmetto** policies and procedures when transporting citizens.

12. The SRO will follow and conform to all **School Board** policies and procedures that do not conflict with the established policies and procedures of the **City of Palmetto.**

13. The **SRO** shall take law enforcement actions as necessary and advisable under the circumstances involved in any situation occurring at the **SRO** school and, as soon as practicable, if not prohibited by confidentiality provisions of state law, the **SRO** shall notify the principal of the school to which the **SRO** is assigned of any law enforcement activity undertaken or ongoing on the school's campus.

14. At the principal's request and subject to the availability based on the duties and responsibilities of the **SRO,** the **SRO** shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear at school related functions. Whenever practicable, the **SRO** shall advise the principal before requesting additional law enforcement assistance on the campus.

15. If it is necessary for the **SRO** to be absent from his/her assigned school for a period of time less than a full workday or any portion thereof, the **SRO** shall contact the **SRO** supervisor. The **SRO** supervisor will then ensure that the school has a replacement **SRO** prior to the assigned **SRO** leaving campus.

16. **SROs shall sign in and out at their assigned schools to document their presence at the school for purposes of the State of Florida Department**

of Education auditing requirements. The sign-in and sign-out form to be utilized for this purpose is attached hereto as attachment C.

17. **SRO** shall wear the official Police Uniform at all times while on duty as an **SRO;** however, appropriate civilian attire may be worn on those occasions mutually agreed upon, by and between the school principal and the **City of Palmetto** or their appropriate designee.

ARTICLE 2. SCHOOL BOARD RESPONSIBILITIES

A. Facilities and Materials:

The **School Board** shall provide each **SRO** the following facilities and materials necessary for the performance of the **SRO** functions:

I. An air conditioned, properly lighted private office with a seven (7) digit telephone for business purposes, a secure file cabinet, desk, chair, and appropriate office supplies, access to computer or secretarial assistance, access to copying equipment, and a portable 2-way radio for communications with other school personnel.

2. Access to the **School Board's** student information systems, to include access to student information through Focus, as available, allowing remote access to information relating to all students enrolled at the **SRO's** assigned school, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. Any information obtained by the **SROs** through such access shall be maintained confidential pursuant to the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statutes (2025). The **SRO** supervisor to the extent it exists, shall have mobile access to surveillance cameras at all the schools located within the **City of Palmetto.**

3. The **School Board** shall appropriate such funds as may be necessary in order to provide each **SRO** for the school year, the ability, when authorized by the respective principal, to purchase supplies and other equipment or materials that are needed in the performance of the **SRO** function.

4. The **School Board** shall provide the **City of Palmetto** notice, at least two (2) years, prior to commencement of any new school construction or conversion within the City of Palmetto.

B. Training:

The **School Board** shall reimburse the **City of Palmetto** its proportionate share (70%) of the reasonable costs of additional formal training expenses for **SRO** that

have been requested and agreed to in advance by and between the **School Board** and the **City of Palmetto,** as being necessary for an assigned **SRO** to obtain or maintain certification as a School Resource Practitioner or other training necessary to fulfill the specific requirements of certification as an **SRO.** The reimbursement for agreed expenses shall include, but not be limited to, registration, tuition, lodging, and meals, all in keeping with the applicable state guidelines. If mutually agreed upon in advance by the **School Board** and the **City of Palmetto, SRO** may be reimbursed for other **SRO** specific training expenses. The **School Board** shall reimburse the **City of Palmetto** for any **SRO** training mandated by statute.

C. Section 1006.13, Florida Statutes, Policy of zero tolerance for crime and victimization compliance:

The **School Board** shall ensure that any act that poses a threat to school safety, whether committed by a student or adult, are reported to the **SRO** assigned to the involved school or an **SRO supervisor.** The **SRO or SRO supervisor** will be the **Chiefs** designee to handle any reported act(s) that poses a threat to school safety whether committed by a student or adult.

The **School Board** personnel shall immediately consult with the **SRO** or **SRO supervisor** concerning delinquent acts and crimes.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

A. Each **SRO** shall be a certified law enforcement officer, within the State of Florida, employed by and responsible to the **City of Palmetto** and will not, under any circumstances be an employee of the **School Board** nor shall the **School Board** be liable for their actions.

B. The SRO in the exercise of their duties and responsibilities will coordinate those school activities and education curriculum involved in their duties with the Superintendent of Schools and the principal of their assigned school.

C. The **SRO** supervisor shall coordinate, in keeping with the policies of the **School Board** and after request the principal of the respective school subject to availability based on the duties and responsibilities of the **SRO,** the scheduling of **SRO** at extra-curricular activities, including after-school security activities for which special arrangements shall be made for compensation. Any such extra-curricular activities requested by the **School Board,** over and above the normal pay period, shall be in compliance with any applicable collective bargaining agreement and all applicable rules and regulations of the **City of Palmetto** and the Department of Labor under the Fair Labor Standards Act.

D. The **School Board** shall reimburse the **City of Palmetto** 70% of the yearly costs, expenses, entitlements and benefits resulting from the assignment of **SRO** as set forth in **ATTACHMENT A** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due to the **City of Palmetto** in quarterly installments for full time **SRO.** Payments shall be due as per the following schedule:

November 12, 2026
February 24, 2027
May 19, 2027
August 3, 2027

The **City of Palmetto** also shall submit quarterly for additional fees or other compensation for services or expenses. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 basis.

E. If the **School Board** determines that it is necessary to utilize **SRO** for designated summer school programs, the **City of Palmetto** shall provide up to two **SROs** and the **SRO** costs, expenses, entitlements and benefits shall be reimbursed to the **City of Palmetto** by the **School Board.** Summer school services shall be **billed upon completion of summer school.**

F. If due to an exceptional occurrence, sporting event, public meeting or other activity, it is necessary for other officers, in addition to the assigned **SRO** to attend those activities in their official duty capacity in order to maintain peace and order, compensation for those additional duties will be charged to the **School Board** in keeping with the **City of Palmetto** applicable collective bargaining agreement (Collective Bargaining Agreement) and the **City of Palmetto's** existing rules and policies concerning the provision of off-duty officers for special events. The additional services shall be **invoiced monthly** and have payment terms of NET 30.

G. The **SRO** shall be entitled to the benefits as provided by the **Collective Bargaining Agreement from the City of Palmetto.** The **City of Palmetto** shall provide a substitute or replacement officer for the absent **SRO** at no additional cost to the **School Board.** The **SRO** supervisor may be used to act as a substitute officer for an unavailable **SRO.** If the absence of the **SRO** is due to sickness/injury that is job related and compensable through worker's compensation, the **City of Palmetto** shall be responsible for compensating and providing a substitute officer for the period of time that the assigned **SRO** is absent and receiving worker's compensation.

H. If the assigned **SRO** is required to work overtime (in excess of the designated 8-hour day/40-hour week) by the **School Board,** the **City of Palmetto** shall be responsible for compensatory time in accordance with the Collective Bargaining Agreement. Overtime will be paid directly to the officers by the **City of Palmetto** and reimbursed to the City from the school's internal accounts or SDMC department funds within 30 days of receipt of invoice.

I. The **City of Palmetto** and the **School Board** shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise or questions develop regarding the implementation and interpretation of the provisions of the Agreement, both parties shall negotiate in good faith in resolving those matters. In keeping with the public purpose of this Agreement in protecting the students, **School Board** staff, and the general public.

J. If it becomes necessary for an assigned **SRO** to be relieved of duty or be removed from his/her position at his/her assigned school by the **City of Palmetto,** the principal of the school affected, shall be contacted and briefed of the facts relating to the removal. If the removal of the **SRO** is at the request of the affected school's principal, said request shall be in writing documenting the reason for such request and forwarded through the affected **SRO's** chain of command, with a copy forwarded to the Superintendent of Schools. An appropriate meeting of the necessary staff of the **City of Palmetto** and the **School Board** shall be scheduled in order to discuss and resolve the issues involved with the affected **SRO.** The **Chief** shall make the final determination regarding placement of **City of Palmetto** personnel.

K. <u>Term:</u>

The term of the Agreement shall be for the 2026-2027 school year, from July 1, 2026 through June 30, 2027. The Agreement may be terminated by the School Board at any time if insufficient funding occurs as a result of the action of the State Legislature or withdrawal of funds occurs during the term of the Agreement. In either case, the School Board will be responsible for the financial obligations of this Agreement for the balance of the term or until officer vacancies occur in order to transfer SRO's into a budgeted police officer position. This agreement may be extended for an additional two one (1) year renewals upon agreement by both parties. Any changes to proposed pricing must be made 60 days in advance of the renewal.

L. <u>Termination:</u>

The Agreement may be terminated by either party upon thirty (30) day written notice where a breach of this Agreement has occurred, and the breaching party has failed to cure the breach within 30 days. Upon termination, the **School Board** shall be entitled to a prorated refund in accordance with the compensation formula

for each day the **SRO** services are not provided as a result of termination. The **City of Palmetto** shall be entitled to compensation for all services performed up to the date of termination.

M. Indemnification:

Consistent with Section 768.28, Florida Statutes, the **School Board** and the **City of Palmetto** agree to defend, indemnify and hold harmless the other party, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities, including attorney's fees, resulting from or arising out of the intentional or negligent acts or omissions of its own employees, officers or agents, whether occurring before or after the **School Board** and the **City of Palmetto** assumed the obligations of this Agreement. No provision of the Agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

N. Notice:

Where any notice is required under this Agreement or applicable law, such notice shall be provided by certified mail, return receipt requested, as follows:

For **City of Palmetto**	For **School Board**
Scott Tyler, Chief of Police City of Palmetto Police Department 820 10th Ave West Palmetto, Florida 34221	Laurie Breslin, Superintendent School District of Manatee County 215 Manatee Avenue West Bradenton, Florida 34205

0. Entire Agreement:

This Agreement, together with the attachments set forth below represents the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter. All attachments are incorporated in their entirety into and form part of the Agreement. The Agreement has the following attachments:

Attachment A-Cost Sheet
Attachment B - School Coverage
Attachment C- School Resource Officer Timesheet

P. Severability:

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any

waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Q. Venue:

This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Venue for any litigation hereunder shall be in Manatee County, Florida.

R. Equal Opportunity:

The **School Board** and the **City of Palmetto** do not discriminate on the basis of race, sex, marital status, national origin, religion, disability, or age, in the operation of the school district or in the provisions of services.

S. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 et seq., and Section 119.01 et seq., Florida Statutes. The contracting party with the **School Board** hereby acknowledges and agrees to comply with the Florida Sunshine Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this Agreement for inspection and copying, public records requests, internal audits and for any other informational purpose.

T. In the event the **City of Palmetto** is no longer subject to a Collective Bargaining Agreement or the **SRO** is not a member of a bargaining unit, the **City of Palmetto** Personnel Policy shall govern personnel issues as appropriate.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement, in duplicate, on the date last signed below.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date:_____
Cindy Spray, Board Chair

ATTEST:

By: _____ Date:_____
Superintendent Laurie Breslin

CITY OF PALMETTO, FLORIDA

By: _____ Date: June 3, 2026
Dan West, Mayor

By: _____ Date: 6/3/2026
Jim Freeman, City Clerk

ATTACHMENT A/ PROPOSED FY 2026-2027 - 2 FULL TIME OFFICERS

ATTACHMENT A/ PROPOSED FY 2026-2027 - 2 FULL TIME OFFICERS (UPDATED 2/3/2025)

Personal Expenses		2026-2027			
Regular Salary		154,003.67			
FICA		11,781.28			
Retirement		32,864.38			
Benefits		57,465.91			
Total Personal Expenses		256,115.24			
Total Cost		256,115.24			
School Board share	**70%**	179,280.67	1st - 3rd Payment	$	4,820.17
			4th Payment	$	4,820.16

	Hourly Rate	FY26-27 Salary	21.34% Retirement	7.65% FICA	4.41% W/C	Health	Total
Employee							
Schroeder, Jason (Officer)	38.1954	85,404.96	18,225.42	6,533.48	3,763.88	25,155.10	139,082.84
Jackson, Derek (Officer)	30.2998	67,750.33	14,457.92	5,182.90	2,985.82	25,155.10	115,532.08
		153,155.29	**32,683.34**	**11,716.38**	**6,749.71**	**50,310.20**	**254,614.92**

Professional Services		FY26-27 Salary	1% of Salary	Retirement	FICA	W/C	Health	Total
Ben Schlabach (Sgt)	37.9419	84,837.99	848.38	181.04	64.90	37.39	368.61	1,500.32
		84,837.99	**848.38**	**181.04**	**64.90**	**37.39**	**368.61**	**1,500.32**

Notwithstanding the forgoing, in the event the School Board enters into an agreement with one or more entities, including, a municipality, the County or the Sheriff, to reimburse that entity at a higher amount than 70% of the yearly costs, expenses, entitlements and benefits resulting from the assignment of SRO within that jurisdiction, the School Board shall be obligated to reimburse the City of Palmetto at the equivalent highest percentage of any other jurisdiction which is reimbursed for SRO.

2026-2027 SRO Contract

Attachment B

School Coverage

School	Assigned SRO
Palmetto High School Lincoln Middle School	Officer Jason Schroeder Officer Derek Jackson

This section intentionally left blank

ATTACHMENT C

SCHOOL RESOURCE OFFICER
TIMESHEET- MONTHLY REPORTING

School District of Manatee County
215 Manatee Ave W Bradenton, Fl. 34205
(941) 708-8770 www.manateeschools.net

Month_____ Year___ _ School Location_____

_____ _____
Officer (Last Name First) ID#

DATE	DAY	TIMEIN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIMEOUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIMEIN	TIMEOUT	TIME IN	TIME OUT	TIMEIN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIMEIN	TIME OUT	TIME IN	TIME OUT	TIMEIN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIMEIN	TIME OUT	TIMEIN	TIMEOUT	DAILY TOTAL	REASON FOR ABSENCE

I hereby certify this report records hours worked by me during the period covered.

Officer signature _____ Date _____

(District requires a physical signature)

I hereby certify this report correctly records the hours worked by this officer.

Principal Signature _____ Date _____

(District requires a physical signature)

This section intentionally left blank

(3/13/2019)

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

City of Palmetto

Company Name

Signature of Contractor's Authorized Official

Daniel W. West, Mayor

Name and Title of Contractor's Authorized Official

June 4, 2026

Date

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: City of Palmetto

Address: 516 8th Avenue West

Phone Number: 941-723-4570

Authorized Representative's Name: Daniel W. West

Authorized Representative's Title: Mayor

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Daniel W. West _____ June 4, 2026 _____

Signature of Authorized Representative Date

AGENDA ITEM NO. 9.29

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Renew School Resource Officer (SRO) Services through The Manatee County Sheriff's Office, SDMC No. 25-0049-RG, Estimated in the Amount of $2,064,585.10 (Multiple Funding Sources)

Executive Summary
On June 25, 2024, the Board approved a contract with The Manatee County Sheriff's Office for for school resource officer services. The contract has a final renewal year available for 2026-2027. The Manatee County Sheriff's Office will provide seventeen (17) deputies, three (3) supervisors, two (2) floaters, and one (1) canine handler to the School Resource Officer (SRO) program. These deputies will be assigned to and available for approximately 16 schools throughout the District.

The School District of Manatee County is responsible for 50% of the SRO Program annual cost and 60% of the canine handler annual cost, to be paid in quarterly installments. The District will also reimburse The Manatee County Sheriff's Office for overtime duty and officer training as permissible per the contract. A copy of the agreement is attached.

The requested renewal is for the period of July 1, 2026, through June 30, 2027.

Historical expenditures are as follows:

- 2025-2026 $2,087,144.57 (includes canine handler and addition of 2 float officers)
- 2024-2025 $1,730,495.51 (addition of canine handler included for full year $106,332.78)
- 2023-2024 $1,550,521.81 (addition of canine handler for partial year $34,569.81)

Suppliers will only be utilized in accordance with District policies and procedures.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval to renew School Resource Officer (SRO) services through The Manatee County Sheriff's Office, SDMC No. 25-0049-RG, estimated in the amount of $2,064,585.10 (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General Fund, Safe Schools Categorical, and

department funds as needed, and is included in the proposed budget(s) for 2026-2027 **(Multiple Funding Sources)**.

Contact
Submitting Departments: Safety and Security and Purchasing
Initiated By: Paul Damico

Attachments:
250049 SRO Manatee County Sheriff's Office Renewal 2

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

THIRD AMENDMENT of the School Resource Officer Program Agreement

This THIRD AMENDMENT (Third Amendment), effective on the date last signed below, is made by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and THE SHERIFF OF MANATEE COUNTY, FLORIDA, whose mailing address is 600 US Highway 301 Boulevard West, Suite 202, Bradenton, Florida. 34205, hereinafter referred to as the "**Sheriff.**"

WHEREAS, on June 26, 2024, the **School Board** approved School Resource Officer Program Agreement (hereinafter the "Agreement") for the purchase of School Resource Officer Services from the **Sheriff** for the 2024-2025 School Year; and

WHEREAS, the **Sheriff** executed and approved the Agreement to govern the terms and conditions by which the Sheriff would provide School Resource Officer Services and the **School Board** would purchase and accept such services; and,

WHEREAS, the Agreement includes two (2) automatic renewals for additional one (1) year terms effective upon agreement by the parties and upon Sheriff's submission and the School Board's approval of a revised School Coverage Sheet (Attachment "A") and School Resource Officer Budget (Attachment "C"), governing each party's obligations for the additional term; and,

WHEREAS, on July 23, 2025, the **Sheriff** and **School Board** executed the FIRST AMENDMENT of the School Resource Officer Program Agreement (First Amendment) with a corresponding revised School Coverage Sheet (Attachment "A") and School Resource Officer Budget (Attachment "C"), effectuating a renewal of the Agreement for an additional one (1) year term, through the 2025-2026 School Year; and,

WHEREAS, on October 23, 2025, the Sheriff and School Board executed the SECOND AMENDMENT of the School Resource Officer Program Agreement (Second Amendment) to revise the School Coverage Sheet (Attachment "A") and the School Resource Officer Budget (Attachment "C") applicable through the first extended term approved by the parties upon execution of the First Amendment; and,

WHEREAS, the **Sheriff** has submitted a revised School Coverage Sheet (Attachment "A") and School Resource Officer Budget (Attachment "C") for the 2026-2027 School Year to the **School Board**, which accepts same; and,

WHEREAS, the **School Board** and **Sheriff** have agreed to a second automatic extension of the Agreement for an additional one (1) year term.

NOW, THEREFORE, the **School Board** and the **Sheriff** mutually agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

2. The Agreement is hereby extended for the 2026-2027 school year and will expire on June 30, 2027.

3. The 2026-2027 School Coverage Sheet ("Attachment A") and 2026-2027 School Resource Officer Budget (Attachment "C") hereto attached and fully incorporated herein shall govern each party's obligations for the second extended term.

4. Article 3, paragraph D of the Agreement is deleted and replaced in its entirety by the following:

D. The **School Board** shall reimburse the **Sheriff** the yearly costs, expenses, entitlements, and benefits resulting from the assignment of **SRO** as set forth in **Attachment "C"** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due to the **Sheriff** in quarterly installments after receipt of an invoice from the **Sheriff** per the following schedule, or as detailed within **Attachment "C"** submitted for any additional term:

November 1, 2026
February 1, 2027
May 1, 2027
August 1, 2027

Other than overtime reimbursement otherwise due **Sheriff** pursuant to the terms of this Agreement, any additional compensation for services or expenses in excess of the yearly costs set forth in **Attachment "C"** must be mutually approved in writing. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate, and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 day basis.

5. Except as expressly stated herein, all of the terms and conditions of the Agreement, as amended, shall remain in full force and effect.

6. In the event of any conflict between the terms and conditions of the Agreement, as amended, and this Third Amendment, this Third Amendment shall govern.

7. This Third Amendment shall be effective on the date last signed below.

The parties have caused the execution of this First Amendment, on the respective dates listed below.

[REMAINDER OF THIS PAGE BLANK. SIGNATURE PAGE TO FOLLOW]

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date: _____
Cindy Spray, Board Chair

ATTEST:

By: _____ Date: _____
Laurie Breslin, Superintendent

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Stephen R. Dye, School Board Attorney

SHERIFF OF MANATEE COUNTY, FLORIDA

By: Signed by: Charles R. Wells DD64DDC5BE09444... Date: 6/4/2026
Rick Wells, Sheriff of Manatee County, Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by: C40E682421C346E...
Eric Werbeck, General Counsel
to Sheriff Rick Wells

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

MCSO Coverage Sheet
FY 2026 - 2027 Budget

ATTACHMENT "A"

JORDAN-ESCALONA, JULIO	Unit Supervisor
FRANCZYK, MARC S	Supervisor
ANDERSEN JR, JAMES R	Supervisor

ACKERMAN, BRIAN KEITH	Horizons
RUIZ, MONICA CHASTITY	Horizons
ALCY, RUBEN	Braden River High School
KING, BRYHANA ANDREA	Bayshore High School
HARRIS, PAUL S	Lakewood Ranch High School
MIRELES, DAVID	Southeast High School
PEPPER, DEREK JAMES	Parrish Community High School

ORTEGON, RAFAEL GUILLERMO	Buffalo Creek Middle School
JEWETT, KENNETH LEE	Johnson Wakeland Middle School
EVANS JR, RICHARD D	Nolan Middle School
JOLLIFF, JOHN LEE	Braden River Middle School
SPRAGUE, KELSEY RENEE	King Middle School
FILER, STEPHEN DWANE	Dr. Mona Jain Middle School
STATON, DAVID ANDREW	Harllee Middle School
FINKLEA, TIMOTHY	Lee Middle School
AUGUSTIN, SADRAC	Haile Middle School
PAYRITS, JAKE	Palmview K-8

OTHER

LAWSON, EDWARD MICHAEL	Canine
ESPINDOLA JR, ROGELIO	Float
BOWDEN, LASHANDA	Float

ATTACHMENT "C"

Manatee County Sheriff's Office
HIGH SCHOOL School Resource Officer Program
FY 2026 - 2027 Budget
50/50 Split Personal Services Between School Board & MSO

PERSONNEL EXPENSES	2025 - 2026	Diff.	**2026 - 2027**	
Regular Salary	**$ 1,099,747.08**	$ (34,015.78)	**$ 1,065,731.31**	Reflects salary increase & deputy changes
Overtime (billed separately)	**-**	-	**-**	
Incentive	**9,480.00**	(0.40)	**9,479.60**	Reflects deputy changes
FICA	**84,855.87**	(2,602.24)	**82,253.63**	Reflects salary increase & deputy changes
Retirement	**390,337.01**	(8,314.58)	**382,022.43**	FRS rates 35.53%
Health & Life Ins.	**164,357.14**	(16,574.94)	**147,782.20**	Reflects insurance increases & deputy changes
Total Personnel Expenses	$ 1,748,777.11	$ (61,507.93)	**$ 1,687,269.17**	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	-	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 7
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. (4)
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	$ -	$ -	-	8yr amortization/deputy
TOTAL	$ 1,748,777.11	$ (61,507.94)	**$ 1,687,269.17**	

School Board 50% Share	$ 874,388.55	$ (30,753.97)	$ 843,634.59
School Board 25% Share	$ -	$ -	$ -
School Board Share	$ 874,388.55	$ (30,753.97)	$ 843,634.59

The above represents 7 School Resource Officers/2 Supervisors.

5/29/2026

HIGH SCHOOL School Resource Officer Program
FY 2026 - 2027 Budget

Employee	Position	Increase 4% Salary	Incentive	7.65% FICA	35.53% Retirement	Health	Total
JORDAN-ESCALONA, JULIO	Unit Supervisor	$ 150,621.45	$960	$11,596	$53,857	$25,874	$ 242,908.07
ANDERSEN JR, JAMES R	Supervisor	$ 148,420.67	$1,200	$11,446	$53,160	$25,869	$ 240,095.41
ACKERMAN, BRIAN KEITH	Horizons	$ 112,022.93	$1,560	$8,689	$40,356	$9,935	$ 172,563.18
RUIZ, MONICA CHASTITY	Horizons	$ 96,715.05	$480	$7,435	$34,533	$14,184	$ 153,347.33
ALCY, RUBEN	Braden River High School	$ 97,125.25	$1,560	$7,549	$35,063	$25,804	$ 167,101.41
KING, BRYHANA ANDREA	Bayshore High School	$ 84,994.83	$1,200	$6,594	$30,625	$9,864	$ 133,277.47
HARRIS, PAUL S	Lakewood Ranch High School	$ 142,619.24	$480	$10,947	$50,843	$25,844	$ 230,732.96
MIRELES, DAVID	Southeast High School	$ 134,151.93	$720	$10,318	$47,920	$9,988	$ 203,097.81
PEPPER, DEREK JAMES	Parrish Community High School	$ 99,059.96	$1,320	$7,679	$35,665	$421	$ 144,145.51
9		$ 1,065,731.31	$ 9,479.60	$ 82,253.63	$ 382,022.43	$ 147,782.20	$ 1,687,269.17

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

Manatee County Sheriff's Office
MIDDLE SCHOOL School Resource Officer Program
FY 2026 - 2027 Budget
50/50 Split Personal Services Between School Board & MSO

PERSONNEL EXPENSES	2025 - 2026	Diff.	**2026 - 2027**	
Regular Salary	**$ 1,157,069.18**	$ 9,404.78	**$ 1,166,473.96**	Reflects salary increase & deputy changes
Overtime (billed separately)	**-**	-	**-**	
Incentive	**8,999.88**	2,159.84	**11,159.72**	Reflects deputy changes
FICA	**89,204.28**	884.69	**90,088.98**	Reflects salary increase & deputy changes
Retirement	**410,339.70**	8,073.55	**418,413.25**	FRS rates 35.53%
Health & Life Ins.	**213,746.38**	(9,387.09)	**204,359.29**	Reflects insurance increases & deputy changes
Total Personnel Expenses	$ 1,879,359.43	$ 11,135.77	**$ 1,890,495.20**	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	-	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 9
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. (4)
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	-	-	-	8yr amortization/deputy
TOTAL	$ 1,879,359.43	$ 11,135.76	$ 1,890,495.20	

School Board 50% Share	$ 939,679.71	$ 5,567.88	$ 945,247.60
School Board 25% Share	$ -	$ -	$ -
School Board Share	$ 939,679.71	$ 5,567.88	$ 945,247.60

The above represents 10 School Resource Officers/1 Supervisor.

5/29/2026

Manatee County Sheriff's Office
MIDDLE SCHOOL School Resource Officer Program
FY 2026 - 2027 Budget

							- -	
		Increase 4%	-	7.65%	35.53%			
Employee	**Position**	**Salary**	**Incentive**	**FICA**	**Retirement**	**Health**		**Total**
FRANCZYK, MARC S	Supervisor	$ 137,247.47	$ 1,560.00	$ 10,618.77	$ 49,318.29	$ 15,368.75		$ 214,113.28
ORTEGON, RAFAEL GUILLERMO	Buffalo Creek Middle School	$ 111,644.37	$ 840.06	$ 8,605.06	$ 39,965.72	$ 25,780.03		$ 186,835.25
JEWETT, KENNETH LEE	Johnson Wakeland Middle School	$ 103,026.19	$ 719.94	$ 7,936.58	$ 36,861.00	$ 14,206.80		$ 162,750.50
EVANS JR, RICHARD D	Nolan Middle School	$ 138,311.49	$ 1,199.90	$ 10,672.62	$ 49,568.40	$ 25,843.54		$ 225,595.95
JOLLIFF, JOHN LEE	Braden River Middle School	$ 94,110.56	$ 1,199.90	$ 7,291.25	$ 33,863.81	$ 9,891.85		$ 146,357.36
SPRAGUE, KELSEY RENEE	King Middle School	$ 84,994.83	$ 1,199.90	$ 6,593.90	$ 30,624.99	$ 9,863.86		$ 133,277.47
FILER, STEPHEN DWANE	Dr. Mona Jain Middle School	$ 102,107.37	$ 479.96	$ 7,847.93	$ 36,449.28	$ 25,757.22		$ 172,641.76
STATON, DAVID ANDREW	Harllee Middle School	$ 108,760.83	$ 1,560.00	$ 8,439.54	$ 39,196.99	$ 25,764.74		$ 183,722.10
FINKLEA, TIMOTHY	Lee Middle School	$ 103,435.57	$ 1,560.00	$ 8,032.16	$ 37,304.93	$ 25,752.04		$ 176,084.70
AUGUSTIN, SADRAC	Haile Middle School	$ 91,417.64	$ 239.98	$ 7,011.81	$ 32,565.95	$ 25,729.23		$ 156,964.61
PAYRITS, JAKE	Palmview K-8	$ 91,417.64	$ 600.08	$ 7,039.36	$ 32,693.90	$ 401.24		$ 132,152.22
		$ -	$ -	$ -	$ -	$ -		$ -
11		$ 1,166,473.96	$ 11,159.72	$ 90,088.98	$ 418,413.25	$ 204,359.29		$ 1,890,495.20

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

Manatee County Sheriff's Office
Canine School Resource Officer Program
FY 2026 - 2027 Budget
60/40 Split Personnel Services Between School Board & MSO

PERSONNEL EXPENSES	2025 - 2026	**Diff.**	**2026 - 2027**	
Regular Salary	$ 107,319.06	$ 8,089.83	$ 115,408.88	Avg. H/S SRO Deputy
Overtime (billed separately)	-	-	-	
Incentive	1,440.00	(720.06)	719.94	Reflects deputy changes
ADD: Dog Care	9,009.00	-	9,009.00	346.50 x26 pp
FICA	8,320.07	563.79	8,883.85	Reflects salary increase & deputy changes
Retirement	41,442.58	(182.01)	41,260.57	FRS rates 35.53%
Health & Life Ins.	23,288.58	(13,345.93)	9,942.65	Reflects deputy changes
Total Personnel Expenses	$ 190,819.28	$ (5,594.38)	$ 185,224.90	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	$ -	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 1
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. $101
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	-	-	-	8yr amortization/deputy
TOTAL	$ 190,819.28	$ (5,594.38)	$ 185,224.90	
School Board 60% Share	$ 95,409.64	15,725.30	$ 111,134.94	
	$ -	-	$ -	
School Board Share	$ 95,409.64	$ 15,725.30	$ 111,134.94	

The above represents 1 School Resource Officer.

Manatee County Sheriff's Office
Canine School Resource Officer Program
FY 2026 - 2027 Budget

Employee	Position	Increase 4% Salary	- Incentive	Dog Care	7.65% FICA	35.53% Retirement	- Health	Total
LAWSON, EDWARD MICHAEL	CANINE	$ 115,408.88	$720	9,009.00	$8,884	$41,261	$ 9,942.65	$ 185,224.90
				-				
				-				
	1	$ 115,408.88	$720	$9,009	$8,884	$41,261	$9,943	$ 185,224.90

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

Manatee County Sheriff's Office
Float School Resource Officer Program
FY 2026 - 2027 Budget
50/50 Split Personnel Services Between School Board & MSO

PERSONNEL EXPENSES	2025 - 2026	**Diff.**	**2026 - 2027**	
Regular Salary	$ 190,374.67	$ 12,105.99	$ 202,480.66	Avg. H/S SRO Deputy
Overtime (billed separately)	-	-	-	
Incentive	1,922.00	1,077.88	2,999.88	Reflects deputy changes
ADD: Dog Care		-		346.50 x26 pp
FICA	14,710.70	1,008.57	15,719.26	Reflects salary increase & deputy changes
Retirement	67,669.20	5,338.04	73,007.24	FRS rates 35.53%
Health & Life Ins.	38,492.91	(3,564.00)	34,928.91	Reflects insurance increases & deputy changes
Total Personnel Expenses	$ 313,169.48	$ 15,966.47	$ 329,135.94	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	$ -	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 1
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. $101
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	-	-	-	8yr amortization/deputy
TOTAL	$ 313,169.48	$ 15,966.47	$ 329,135.94	
School Board 50% Share	$ 156,584.74	7,983.23	$ 164,567.97	
	$ -	-	$ -	
School Board Share	$ 156,584.74	$ 7,983.23	$ 164,567.97	

The above represents 2 School Resource Officer.

Manatee County Sheriff's Office
Float School Resource Officer Program
FY 2026 - 2027 Budget

Employee	Position	Salary (Increase 4%)	Incentive (-)	FICA (7.65%)	Retirement (35.53%)	Health (-)	Total
ESPINDOLA JR, ROGELIO	FLOAT	$ 114,997.60	$1,560	$8,917	$41,413	$ 25,787.55	$ 192,674.73
BOWDEN, LASHANDA	FLOAT	$ 87,483.05	$1,440	$6,803	$31,594	$ 9,141.36	$ 136,461.22
2		$ 202,480.66	$ 2,999.88	$ 15,719.26	$ 73,007.24	$ 34,928.91	$ 329,135.94

AGENDA ITEM NO. 9.30

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Purchase Health Insurance Trust Services through Florida Educator Health Trust (FLEHT), SDMC No. 26-0120-KD, Estimated in the Amount of $575,250.00 through December 31, 2026 (Health Insurance Fund)

Executive Summary
On May 12, 2026, the Board approved the membership to join the Florida Educator Health Trust (FLEHT). On May 21, 2026, FLEHT accepted the District's membership to join the trust. This agenda item is being brought back before the Board to approve the purchase and fees associated with the membership. A one-time Initial Capitalization Fee is required in the amount of $15,000.00. The District will then be responsible for a Per Employee Per Month fee, thereafter. Based on the current number of employees, the cost through December 31, 2026 is estimated in the amount of $575,250.00, which includes the one-time Initial Capitalization Fee in accordance with FLEHT's fee structure.

The Florida Association of District School Superintendents (FADSS) has established FLEHT, a statewide fully comprehensive health trust for self insured Florida Public School Districts. The trust was developed by FADSS, FSBIT, and industry experts, each contributing needed capabilities. FLEHT is specifically designed for the complexities of health insurance for school districts. Programs and strategies utilized by the Trust are evaluated by industry experts and approved by regulators. All 67 districts are invited to apply for admission. The goal of the Trust is to reduce costs while providing increased financial stability for Member Districts.

The FLEHT membership continues until terminated by the Board.

Suppliers will only be utilized in accordance with District policies and procedures.

Copies of the membership information and documents are on file in the Purchasing Department.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

State Board Rule 6A-1.012(15) states, "Except as otherwise required by statute, a district school board, when purchasing insurance, entering risk management programs, or contracting with third-party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Recommendation
The Superintendent recommends approval to purchase health insurance trust services through Florida Educator Health Trust (FLEHT), SDMC No. 26-0120-KD, estimated in the amount of $575,250.00 through December 31, 2026 (Health Insurance Fund)

Financial Impact

The funding source for this estimated expenditure is Health Insurance Fund and other District funds as needed and is included in the proposed budget for 2026-2027 **(Health Insurance Fund).** The estimated cost is $560,250.00 through December 31, 2026 in addition to a one-time $15,000.00 Initial Capitalization Fee.

Contact
Submitting Departments: Human Resources and Purchasing
Initiated By: Dr. Christina Britton

Attachments:
FLEHT - SDMC Agreement (Approved by FLEHT 05-21-2026)
FLEHT BYLAWS - First Restatement 09-10-2025
FLEHT - Trust Document Recorded 11-14-2025
FLEHT Fee Structure 2025

FLEHT
FLORIDA EDUCATOR HEALTH TRUST

PARTICIPATION AGREEMENT

This Participation Agreement is entered into by the undersigned School Board ("Board") and the Florida Educator Health Trust ("FLEHT") and state as follows:

WHEREAS, FLEHT is a duly organized insurance trust established pursuant to the laws of the State of Florida and created by that certain Agreement and Declaration of Trust dated March 21, 2025 ("Trust"); and

WHEREAS, the Board, a political subdivision of the State of Florida, is a "Member" of the Florida Association of District School Superintendents, Inc. ("FADSS") as defined in Article II, Section 7 of the Trust and is therefore entitled to seek to participate in the Trust; and

WHEREAS, the Board has applied to become a "Participating Trust Member" of FLEHT, as defined in Article II, Section 13 of the Trust; and

WHEREAS, the Trustees of the Trust have determined that the Board meets all requirements to become a Trust Member School District as defined in the Trust and have, therefore, approved on May 21, 202 6, the Board's application to become a Participating Trust Member School District; and

WHEREAS, the Board, by official action taken on MAY 12TH, 202 6, has voted to become a Participating Trust Member School District and to appoint the Superintendent as Trustee as provided in Article II, Section 20 of the Trust and to be subject to all provisions of the Trust, its bylaws, and policies adopted from time to time;

NOW, THEREFORE, the Trustees of FLEHT do by these presents accept, acknowledge and approve the Board becoming a Participating Trust Member School District of FLEHT with all of the rights, privileges and obligations appurtenant thereto, and the Board accepts, acknowledges and approves of its membership in FLEHT as a Participating Trust Member School District and hereby appoints the Superintendent of Schools in the Board's district as Trustee.

FLORIDA EDUCATOR HEALTH TRUST

By: _____
Chair – Bobby Bennett
Superintendent, Desoto County

Date: May 21, 2026

Attest: _____
Secretary – Marcus Chambers
Superintendent, Okaloosa County

Date: May 21, 2026

SCHOOL BOARD OF MANATEE **COUNTY, FLORIDA**

By: _____
Chair – Cindy Spray

Date: 05/19/2026

Attest: Laurie Breslin (May 19, 2026 10:24:39 EDT)
Superintendent – Dr. Laurie Breslin

Date: 05/19/2026

FLEHT
FLORIDA EDUCATOR HEALTH TRUST

FIRST RESTATEMENT

BYLAWS OF FLORIDA EDUCATOR HEALTH TRUST

ARTICLE I
NAME AND LOCATION

The name of the trust is the Florida Educator Health Trust, hereinafter referred to as the "Trust". The principal office of the Trust shall be located at 208 S. Monroe Street, Tallahassee, Florida 32301, but meetings of the Board of Trustees ("Board" and each Board member a "Trustee" or "Board Member") of the Trust, may be held at such places as may be designated by the Board.

ARTICLE II
DEFINITIONS

Words or phrases not defined in the Florida Educator Health Trust Agreement and Declaration of Trust ("Agreement") are as defined below.

Section 1. "Secretary" The Secretary shall be appointed by the Chief Executive Officer of the Florida Association of District School Superintendents and shall serve as a non-voting member of the Board. The Secretary shall attend all meetings of the Board and all meetings of the Trust and record all the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He/she shall give, or cause to be given, notice of all meetings of the Participating Trust Members, the Board, and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or Executive Director, under whose supervision the Secretary shall be.

Section 2. "Treasurer" shall be the Chief Financial Officer of the Florida Association of District School Superintendents, Inc. or his or her designee and shall serve as an ex-officio member of the Board without voting privileges. The Treasurer shall have the custody of Trust funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the

Trust and shall deposit all moneys and other valuable effects in the name and to the credit of the Trust in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Trust as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Executive Director and the Board at its regular meetings or when the Board so requires an account of all transactions as Treasurer and of the financial condition of the Trust.

Section 3. "Trustee" is the voting Board member of a Participating Trust Member.

Section 4. "Vice-Chair" is the Trustee elected by the Trustees to assume the role of the Chair should the Chair not be able to fulfill his/her position.

Section 5. "Chair" is the Trustee elected by the Trustees to serve as Chair. The Chair shall preside over meetings of the Board of Trustees and shall undertake other duties as may be prescribed by the Board or as stated in the Declaration of Trust.

ARTICLE III
MEETINGS OF THE BOARD

Section 1. Annual Meetings. A meeting of the Board may be called at any time by the Chair by giving at least ten (10) days' written/electronic notice to all Trustees. Each regular annual meeting of the Board shall be held on such date as established by the Board. If the Chairman of the Board fails to call a Board meeting within twelve (12) months of the next prior meeting, the Trustees may call such meeting in the same manner as calling a special meeting as provided in Section 2 herein.

Section 2. Special Meetings. Special meetings of the Board may be called at any time by the Chair. A meeting of the Board may also be called by any three of the Trustees upon giving at least ten (10) days' written/electronic notice to all Trustees. An emergency meeting may be called by the Chair or any two (2) Trustees with no less than three (3) business days' notice to all Trustees. Trustees may waive the notice requirement in writing.

Section 3. Notice of Meetings. Written notice of each meeting of the Board shall be given by, or at the direction of, the Secretary of the Trust or person authorized to call the meeting by mail, telephone, email or in person to each Trustee entitled to vote thereat, to the Trustee's address phone number, or email address last appearing on the books of the Trust or supplied by such Trustee to the Trust for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. A majority of the Trustees, including a Proxy Designee authorized by a Trustee, shall constitute a quorum for a duly constituted Board meeting or teleconference. Each Trustee who is unable to attend a Board meeting or participate in a teleconference shall appoint a Proxy Designee to sit and act on his/her behalf. The Trustee shall be responsible for notifying the Chair or the Trust Executive Director in writing or electronically of the Proxy Designee's name and the specific length of time the designation is to be valid. The Chair shall declare vacant the office of any Trustee who misses two (2) consecutive meetings without appointment of a Proxy Designee.

If, however, such quorum shall not be present or represented at any meeting, the Trustees entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of the Board, each Trustee may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Trust. Every proxy shall be revocable and shall automatically cease upon revocation by the Trustee by notice thereof to the Secretary of the Trust, termination of proxy by the holder or the grantor of the proxy, or after the expiration of twelve months from the date filed with the Secretary of the Trust, unless reserved.

ARTICLE IV
BOARD OF TRUSTEES: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Trust shall be managed by a Board selected in accordance with the terms of the Agreement and Declaration of Trust.

Section 2. Term of Office. A Trustee shall serve until death, resignation, removal or replacement by the school board that appointed the Trustee.

Section 3. Removal. Any Trustee may be removed from the Board, with or without cause, by a vote of two-thirds of all the Trustees at a meeting in which a quorum is present and notice of the vote to remove a Trustee has been provided or by an absolute two-thirds of all Trustees in an action taken without a meeting (in either case the two-thirds is calculated excluding the Trustee whose continued term as a Trustee is at issue). The school board that appointed the Trustee shall forthwith provide another individual to serve as a Trustee of the Board.

Section 4. Compensation. No Trustee shall receive compensation for any service he or she may render to the Trust as Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. Any action that may be taken at a meeting of Trustees may be taken without a meeting or notice if a consent in writing, setting forth the action so taken, shall be signed by the Trustees having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Trustees entitled to vote thereon were present and voted with respect to the subject matter thereof, and such consent shall have the same force and effect as a vote of Trustees taken at such a meeting. An electronic communication sent to all Trustees or their proxies setting forth the action so taken shall satisfy the notice requirements of this Section. An electronic response from a Trustee or their proxy indicating their agreement or disagreement to the action shall have the same force and effect as a vote given in person.

ARTICLE V
POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Duties. It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs.

(b) Supervise all officers, agents, and employees of the Trust, and to see that their duties are properly performed;

(c) Create a committee of technical insurance experts to provide guidance to the Board on group health insurance and program decisions;

(d) Engage a third party to audit the activities of each program participants and the program itself to ensure compliance with the laws governing group health insurance and the requirements of the Trust; and

(d) Perform those duties as required by law.

ARTICLE VI
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Trust shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. Election of Officers. The election of the Chair and Vice-Chair shall take place at the first meeting of the Board following each annual meeting of the Board.

Section 3. Term. The officers of this Trust who are elected annually by the Board shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Trust may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority of all the Trustees present at a meeting in which a quorum is present or by an absolute majority of all Trustees in a written consent. Any officer may resign at any time, giving written notice to the Board, the Chair, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers and other personnel are as follows:

(a) Executive Director: The Executive Director shall have general and active management of the business of the Trust and shall see that all orders and resolutions of the Board are carried into effect.

(b) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Trustees; keep the corporate seal of the Trust and affix it on all papers requiring said seal; serve notice of meetings of the Board; keep appropriate current records showing the Trustees of the Trust, together with their addresses; and shall perform such other duties required by the Board.

(c) Treasurer: The Treasurer shall act as advisor to the Trust on all financial matters, serve on the Budget and Investment Committee and act as liaison on legislative matters that may impact the standing of the Trust.

All checks issued by the Trust for payment of operating expenses and claim payments shall require the following:

(1) Checks for operating expenses shall be executed by the Executive Director, unless he/she is not available then the checks shall be executed by the Treasurer, the CFO of FADSS.

(2) Checks in the amount of $24,999 or less shall have an electronic signature. All checks of $25,000 or more shall require two (2) signatures from two (2) of the following three (3) individuals: the Executive Director and either the Chair or the Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Trust and shall disburse such funds as directed by resolution of the Board or in the ordinary course of the business; shall sign all promissory notes of the Trust, along with the Chair; keep proper books of account; cause an annual audit of the Trust books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget (including operating and anticipated capital expenditures) and a statement of income and expenditures, balance sheet and cash flow chart to be presented to the Board at the Trust's regular annual meeting, and deliver a copy of each to the Trustees.

ARTICLE VII
BOOKS AND RECORDS

The books, records, and papers of the Trust shall at all times, during reasonable business hours, be subject to inspection by any member of the Board and any Participating Trust Member. The Trust Agreement and the Bylaws of the Trust shall be available for inspection by any Trustee or any Participating Trust Member at the principal office of the Trust.

ARTICLE VIII
AMENDMENTS

Section 1. These Bylaws may only be amended by a vote of two-thirds (66.66%) of all the Trustees present at a meeting in which a quorum is present or by an absolute two-thirds of all Trustees in a written consent.

Section 2. In the case of any conflict between the Trust Agreement and these Bylaws, the Trust Agreement shall control.

ARTICLE IX
MISCELLANEOUS

Section 1. The fiscal year of the Trust shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. As used herein, the masculine shall include the feminine and the plural shall include the singular, unless the text of the language clearly indicates a contrary intent.

ADOPTED by Florida Educator Health Trust on September 10, 2025.

Dr. Bobby Bennett, Chair
Superintendent, DeSoto County

TRANSMITTAL LETTER

RECEIVED
2025 NOV 14 PM 12:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: Florida Educator Health Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	**$350.00**

OPTIONAL:

Certified Copy	**$ 8.75**

FROM: Ronald G. Meyer, Esquire
Name (Printed or typed)

Post Office Box 1547
Address

Tallahassee, Florida 32302
City, State & Zip

850-878-5212
Daytime Telephone number

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

Florida Educator Health Trust

A Florida TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Florida Educator Health Trust (Name of Trust), a Florida (State) Trust hereby affirms in order to file or qualify Florida Educator Health Trust (Name of Trust), in the State of Florida.

RECEIVED
2025 NOV 14 PM 12:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Two or more persons are named in the Trust.

2. The principal address is 208 South Monroe Street
Tallahassee, Florida 32301.

3. The registered agent and street address in the State of Florida is:
Brian Moore, Esquire
208 South Monroe Street, Tallahassee, Florida 32301.

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Name: Dr. Bobby Bennett
Chairman of the Board of Trustees

ANGELA FREELAND
MY COMMISSION # HH 482589
EXPIRES: February 12, 2028

NOTARY

Filing Fee: **$350.00**
Certified Copy: **$ 8.75 (optional)**

CR2E063(3/00)

FLEHT
FLORIDA EDUCATOR HEALTH TRUST

FIRST RESTATEMENT

FLORIDA EDUCATOR HEALTH TRUST AGREEMENT AND DECLARATION OF TRUST

RECEIVED
2025 NOV 14 PM 12:50
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

The Florida Association of District School Superintendents, Inc. ("FADSS") as Grantor does by these presents create this Florida Educator Health Trust Agreement and Declaration of Trust ("Declaration") made in Tallahassee, Florida, as of this the 21st day of March, 2025 ("Effective Date"), and amended and restated on September 10, 2025, by and between the **Florida Educator Health Trust**, hereinafter referred to as the "Trust" or "FLEHT" and FADSS. All capitalized words not defined herein are as defined in the Bylaws.

WITNESSETH:

WHEREAS, Article IX, Section 4 of the Florida Constitution, in part, establishes school districts and school boards as lawful political bodies or subdivisions of the State of Florida with powers and duties provided by the Florida Constitution and the Laws of the State of Florida; and,

WHEREAS, Section 1001.42, Florida Statutes, in part, sets forth certain powers and duties of a school board, including, but not limited to the provision of adequate protection against any loss or damage to school property or loss resulting from any liability by purchasing insurance, self insuring, entering into risk management programs managed by the powers of school boards, school-related organizations, or insurance companies, or any combination thereof; and,

WHEREAS, pursuant to statutory authority, school boards from time to time may designate FLEHT as the school-related organization to provide risk management programs for the school board by taking action to designate FLEHT for such purpose and appointing the superintendent to serve as a Trustee representing the school board; and,

WHEREAS, Section 112.08, Florida Statutes, in part, provides that school boards pay out or contract for the payment of premiums for life, health, accident, hospitalization, legal expense, annuity insurance or any or all kinds of such insurance for the officers and employees of the school board; and,

WHEREAS, Section 163.01, Florida Statutes, in part, authorizes any political subdivision or local governmental unit of the state, including school boards, to jointly exercise any power, privilege, or authority which such governmental entities share in common and which each might exercise separately, and further provides such authority is in addition to and not in limitation of those granted by any other general, local, or special law; and,

WHEREAS, school boards in Florida are authorized to join together in a group or groups for the purpose of providing self-insurance of various kinds; and,

WHEREAS, FADSS is a Florida non-profit corporation comprised of elected and appointed superintendents throughout the state of Florida and has served its membership since 1968; and

WHEREAS, FADSS has created FLEHT to, among other things, provide medical stop loss insurance, other forms of insurance, various risk management and administrative services for its participating members; and,

WHEREAS, under proper circumstances the school boards represented by FADSS membership or some portion thereof, may deem it expedient to join together for economy of scale purchasing and procuring health insurance coverage under Florida law or providing self-insurance, various coverages and related risk management programs and administrative services as authorized under Florida law; and,

WHEREAS, FADSS considers that it would be advantageous and an economical savings for the school districts who may become Participating Trust Members pursuant to this Agreement and Declaration of Trust, to undertake to provide such health insurance, share the cost of administrative services, and related programs in certain selected areas and to that end is undertaking to furnish the leadership and guidance necessary to establish such programs and to share said costs; and,

WHEREAS, FADSS has determined that it would be advantageous for Florida school boards to have the opportunity to undertake to provide group health insurance for eligible employees and school district representatives, and to share administrative services as a way to save costs associated with procuring such insurance and acquiring said services; and,

WHEREAS, FADSS has determined that the most practical manner in which to establish and administer these insurance programs and share administrative costs is through a trust created for that purpose; and,

WHEREAS, pursuant to the authority vested in participating school boards to participate in a risk sharing agreement as provided by FLEHT; and,

WHEREAS, the terms and conditions of this FLEHT are set out in writing herein; and,

WHEREAS, the school districts which have determined to participate in FLEHT agree to perform the duties and obligations required of them under the terms and provisions hereof.

NOW, **THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually contracted, covenanted and agreed as follows:

ARTICLE I
NAME

The name of the Trust hereby created is the "**Florida Educator Health Trust,**" hereinafter referred to as the "**Trust**" or "**FLEHT**."

ARTICLE II
DEFINITIONS

Section 1. "Board" is defined to mean the Board of Trustees of the Trust.

Section 2. "Business Day" shall mean any day other than a Saturday or Sunday or legal holiday.

Section 3. "Chair" is defined to mean the Chairperson of the Board.

Section 4. "Contributions" are defined to mean the initial contribution, the capital contribution, and subsequent payments to the Trust by Participating Trust Members for the purpose of securing economy of scale group health insurance or self-insurance, and administrative services to be established or secured and administered by the Trust and/or by a third-party administrator or to participate in other health-related programs provided and administered by the Trust on a fee-basis.

Section 5. "Executive Director" as used herein shall mean the Administrator of the Trust as so designated by the Board of the Trust.

Section 6. "Employees" or "Officials" are defined to mean those persons who are employees and/or officials of Participating Trust Members.

Section 7. "FADSS" shall mean Florida Association of District School Superintendents, Inc., a Florida non-profit corporation.

Section 8. "FLEHT" or "Trust" shall mean Florida Educator Health Trust.

Section 9. "Trustees" shall mean the designated superintendents, or their designees, of school districts which are signatories to this Declaration each of which represents a school board which is also a "Participating Trust Member" as defined herein.

Section 10. "Fund" or "Funds" (with respect to each insurance or service program established and administered by the Trust, the Trust will establish and maintain a separate account for all monies collected and disbursed for the health insurance program or programs which shall be designated and named so as to readily identify the insurance program or administrative service for which such account is established and maintained) is defined to mean with respect to the particular account involved, the cumulative total of the following: Participating Trust Member contributions, policy refunds, or budget reductions received by the Trust or left with the insurance carrier; investments made by the Trust and income thereon; and other money or property which shall come into the hands of the Trust in connection with the administration thereof.

Section 11. "Notice" is defined in Article XIII hereof.

Section 12. "Operators" are defined as third-party program managers, third-party administrators, employee benefits administrators, insurance managers, district level business officials, consultants, or human resource personnel.

Section 13. "Participating Trust Members" is defined to mean Florida school boards which have applied for and been accepted as participating in economy of scale health insurance programs established and administered by the Trust and procuring administrative services related thereto in accordance with the terms of this Declaration.

Section 14. "Policy" as used herein shall include any rider, endorsement, or amendment made a part of an insurance policy. The term "Policy" may also refer to formal policies adopted from time to time by the Board of Trustees.

Section 15. "Program" or "Programs" is defined to be the various economy of scale health insurance and health-related programs and administrative services offered by the Trust for the benefit of the employees and officials of the Participating Trust Members.

Section 16. "Program Manager" shall be that individual or firm designated by FADSS to assist the Trustees in the management of the Trust and who shall be knowledgeable on matters related to risk analysis, risk-sharing, risk financing and risk transfer structures and arrangements.

Section 17. "Proxy Designee" is an individual who is authorized by a Trustee to serve in his/her absence at a duly constituted meeting or teleconference of the Board for a specified length of time. The proxy designee shall be limited to an alternate superintendent, deputy superintendent, or Operator in order to ensure a knowledgeable representative is present at a duly constituted meeting or teleconference.

Section 18. "Superintendent" shall mean the person serving as superintendent of a school district.

Section 19. "Trust" is defined to mean the Florida Educator Health Trust.

Section 20. "Trustee" is the superintendent of a school district who is designated by the school board to serve on the Trust. The Trustee may appoint a designee or proxy to the Trust which person shall also be referred to herein as "Trustee."

PURPOSES OF THE TRUST

The Trust shall be a non-profit organization with the funds collected as provided herein to be used only for the purpose and in the manner set out in this Declaration and by the Bylaws and Policies promulgated and adopted pursuant to the authority granted herein. The purposes of the Trust shall be to enable the various Participating Trust Members to avail themselves of the benefits which will accrue to them in the forming of a group or groups to provide and participate in any lawfully permitted insurance, self-insurance, pooled insurance, risk management program or services of any kind, including administrative services, or to procure or create any type of lawfully permitted insurance, insurance coverage, risk management, self-insurance, pooled insurance, claims administration or other related programs and services for the benefit of Participating Trust Members pursuant to and consistent with all applicable provisions of Florida law which allow such actions. Notwithstanding the foregoing, the Trust shall not participate in the provision of property and casualty insurance in any form and shall be limited to the provision of advice and administrative services to all aspects of a participating member school board's health insurance programs.

ARTICLE IV
GENERAL TRUST PROVISIONS

Section 1. TRUSTEES. As of the date of the establishment of this Trust each Trustee representing a school board which has taken action to participate in the Trust shall be a voting Trustee of the Trust. Thereafter, each Participating Trust Member shall designate a voting Trustee to serve on the Board.

Section 2. SELECTION OF TRUSTEES. The Superintendent of each Participating Trust Member school district or his/her designee shall serve as a voting Trustee on the Board for that Participating Trust Member.

Section 3. CHAIR OF THE BOARD. A Chairperson ("Chair") of the Trust Board of Trustees ("Board") shall be elected at the initial organizational meeting of the Founding Trustees and shall serve for one year. Thereafter, the Chair shall be elected for a two-year term by the Trustees during the Trust annual meeting.

Section 4. RESIGNATION OF A TRUSTEE. Any non-superintendent Trustee may resign upon giving thirty (30) days' written/electronic notification to the Chair of the Trustees who shall immediately notify the district's superintendent of the need to designate a Successor Trustee or to reassume the office him or herself.

Section 5. REMOVAL OF A TRUSTEE. Any non-superintendent Trustee may be removed from the Board, with or without cause, by a vote of two-thirds of all the Trustees at a meeting in which a quorum is present and notice of the vote to remove a Trustee has been provided or by an absolute two-thirds of all Trustees in an action taken without a meeting (in either case the two-thirds is calculated excluding the Trustee whose continued term as a Trustee is at issue). Upon removal of a trustee, the Chair of the Trustees shall immediately notify the district's superintendent of the need to designate a Successor Trustee or to reassume the office him or herself.

Section 6. APPOINTMENT OF SUCCESSOR TRUSTEES. Upon the death, resignation or removal of a superintendent serving as Trustee, a replacement Trustee, who shall be the successor superintendent, shall be appointed forthwith by the Participating Trust Member School Board.

Section 7. COMPENSATION OF TRUSTEES. The Trustees shall not be compensated for their Trustee services, but shall be reimbursed by the Trust for reasonable and necessary expenses incurred by them in the performance of their duties in accordance with a policy adopted for the Trust.

Section 8. MEETING OF BOARD OF TRUSTEES. A meeting of the Trustees may be called at any time by the Chair by giving at least ten (10) days' written/electronic notice to all Trustees. A meeting of the Trustees may also be called by any three (3) of the Trustees upon giving at least ten (10) days' written/electronic notice to all Trustees. An emergency meeting may be called by the Chair or any two (2) Trustees with no less than three (3) business days' notice to all Trustees unless the majority of Trustees agree to meet as soon as possible to address an immediate issue.

A majority of the Trustees, including a proxy designee authorized by a Trustee, shall constitute a quorum for a duly constituted Board meeting or teleconference. Each Trustee who is unable to attend a Board meeting or participate in a teleconference shall appoint a proxy designee to sit and act on his/her behalf. The Trustee shall be responsible for notifying the Chair or the Trust in writing or electronically of the proxy designee's name and the specific length of time the designation is to be valid. The Chair shall declare vacant the office of any non-superintendent Trustee who misses two (2) consecutive Board meetings without appointment of a proxy designee and shall immediately notify the district's superintendent of the need to designate a Successor Trustee.

Section 9. REQUIRED VOTE OF TRUSTEES. The Board may take action during any duly constituted meeting or a teleconference provided a quorum is present. Any such action of the Board shall require a majority vote of those in attendance unless otherwise required herein. All meetings shall be either in person or via teleconference.

A voting Trustee who is unable to attend a meeting or participate in a teleconference is responsible for appointing a proxy designee and shall notify the Chair in writing or electronically of the proxy designee's name and the specific length of time the designation is to be valid. The proxy designee shall exercise the same voting rights as the absent voting Trustee for the specified period as provided herein.

Any action that may be taken at a meeting of Trustees may be taken without a meeting or notice if a consent in writing, setting forth the action so taken, shall be signed by the Trustees having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Trustees entitled to vote thereon were present and voted with respect to the subject matter thereof, and such consent shall have the same force and effect as a vote of Trustees taken at such a meeting. An electronic communication sent to all Trustees or their proxies setting forth the action so taken shall satisfy the notice requirements of this Section. An electronic response from a Trustee or their proxy indicating their agreement or disagreement to the action shall have the same force and effect as a vote given in person.

Section 10. DESIGNATION OF CHAIR AS MANAGING TRUSTEE. The Trustees may designate the Chair as the Managing Trustee and authorize him/her to execute certain instruments in the name of the Trust.

Section 11. DESIGNATION OF EXECUTIVE COMMITTEE. The Trust shall have an Executive Committee composed of: the Chair, Vice-Chair, and three (3) other Trustees as determined and appointed by the Chair, a non-voting Secretary appointed by the Chief Executive Officer of FADSS, as well as three non-voting Operators appointed by the Program Manager one of whom shall be the person who serves as the Chief Executive Officer of FADSS, or his or her designee who shall be the Chief Executive Officer of the Trust, and one of whom shall be the person who serves as the Chief Financial Officer of FADSS, or his or her designee who shall be the Treasurer of the Trust. The purpose of the Executive Committee shall be to make decisions regarding Trust matters between Board meetings or regarding Trust matters in critical situations when time does not allow for convening of a Board meeting or a teleconference with a majority of the Trustees. A quorum of the Executive Committee shall be three voting members. The Executive Committee shall advise the full Board of action taken by said Committee within forty-eight (48) hours by email or telephone call.

Section 12. MANAGEMENT OF THE TRUST. The Board shall have absolute and exclusive power and authority to manage the Trust property and to conduct the Trust business to the same extent as if such Trustees were the owners of such property limited only as specifically set forth in this Declaration and Bylaws. The Board may take action during a duly constituted meeting or teleconference, provided a quorum is present. Any such action of the Board shall require a majority vote of those in attendance. The Board's powers shall include, but not be limited to:

(a) Making and entering into such contracts as they deem expedient to accomplish the purposes of the Trust;

(b) Purchasing or otherwise acquiring real or personal property as permitted by law, and selling, exchanging, mortgaging, granting a security interest, pledging, or in any manner dealing with the Trust funds or any part thereof or any interest therein, upon such terms and for such consideration as they deem proper;

(c) Prosecuting and defending all actions affecting the Trust, and compromising or settling any suits, claims, or demands, or waiving or releasing any rights relating to the Trust; and,

(d) Employing or engaging officers, agents, contractors, Program Manager, attorneys, and employees including the delegation of authority, except as otherwise limited by this Declaration, to one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees, or agents of the Trust the doing of such things and taking of such action as the Trustees may deem expedient and appropriate in furtherance of the business affairs and purposes of the Trust.

(e) Appointment of one or more technical advisory committees to advise, review and make recommendations as to the activities of the Trust. Such committee or committees shall be composed of individuals with knowledge and technical expertise as to the affairs of the Trust and shall serve at the pleasure of the Trustees and may be removed at any time by the Trustees without cause. Any such committee shall be chaired by at least one Trustee.

No court shall substitute its judgment for that of the Board in the making of any decisions relative to the management and administration of the Trust.

Section 13. LIABILITY OF TRUSTEES. The Trustees shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by an agent, employee or attorney selected with reasonable care; nor for the loss incurred through investment of Trust money, or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

Section 14. INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS. The Trust shall indemnify and hold harmless to the full extent permitted by Florida law, any person who is or was a Trustee, officer, employee, Program Manager, Operator, or agent of the Trust. The Trust may purchase and maintain insurance on behalf of any person who is or was a Trustee, attorney, officer, employee, Program Manager, Operator, contractor or agent of the Trust, against any liability asserted against any of them and incurred by any of them in any such capacity, or arising from their status as such, regardless of whether the Trust had the power to indemnify them against such liability.

Section 15. PRINCIPAL OFFICE OF TRUST. The principal office of the Trust is located at 208 S. Monroe Street, Tallahassee, Florida 32301.

ARTICLE V
PROVISIONS FOR PARTICIPATION IN THE TRUST AND RISK SHARING POOLS

Section 1. PARTICIPATION IN THE TRUST AND RISK SHARING POOLS. A Florida school district may become a Participating Trust Member in any program established and administered by the Trust by making application for participation in a form prescribed by the Trust, paying any contributions determined by the Board on the basis of the service to be provided in that particular program, agreeing to be bound by the Trust, its Bylaws and Policies, and satisfying all requirements of the Trust for the participation requested. The school district shall be notified in writing or electronically by the Trust if accepted as a Participating Trust Member. As a Participating Trust Member, a school district may apply to be included in a separate affiliated risk sharing pool by making application to the Trust, providing necessary financial and operational information, and being approved by the risk sharing pool.

Section 2. CONTRIBUTION REQUIREMENTS FOR TRUST MEMBERS. A school district that is accepted as a Participating Trust Member shall thereafter pay contributions, including an initial capital contribution in an amount determined by the Board, on such dates and in such amounts as the Board shall require for providing group health self-insurance, health insurance or related health programs under each program and for administering the Trust. The Participating Trust Member shall comply with such decisions and policies and procedures promulgated or adopted by the Board. It is specifically understood that the Board may determine the amounts of contributions required and the periods covered with authority to differentiate in the rates charged Participating Trust Members based on their loss experience.

The participation under each coverage program shall continue until the program has been terminated, except that the failure of a Participating Trust Member to pay contributions or to comply with such policies and procedures as may be required by the Board, including the provision of adequate risk sharing data including, but not limited to compliance analysis, financial analysis, wellness program analysis, and contract effectuations analysis, shall be grounds for termination as a Participating Trust Member from the Trust. If a Participating Trust Member exceeds the loss fund contribution available to pay its claim after termination, the Trust may request additional funds to pay outstanding claims and claim expenses or return the open claims to the school district or to its third-party administrator for claims. The Trust is limited in paying claims for terminating or withdrawing Participating Trust Member school districts to those funds and interest available as provided by the specific school district.

Each Participating Trust Member shall be responsible for its own respective liability under the loss fund contribution upon departure from the Trust. A Participating Trust Member that departs in deficit with respect to its particular loss fund contribution shall reimburse the Trust for said deficit. The Trust retains the right to seek such reimbursement which will include costs incurred by the Trust for the reimbursement, including attorney's fees.

The liabilities of a departing Participating Trust Member that is in deficit with respect to the loss fund contribution shall not be paid by the remaining members of the Trust through an assessment, nor shall such remaining school districts of the Trust be jointly and severally liable for the departing Participating Trust Member's deficit. Any monies that are owed to a departing Participating Trust Member with respect to its yearly loss fund contribution shall be paid by the Trust. The loss fund is reserve dollars set aside as required by actuarial calculations for future payment of claims within the Self-Insured Retention limits of the Trust.

Section 3. INTEREST OF THE SCHOOL DISTRICTS; PERSONS INSURED AND PERSONS CLAIMING THROUGH THEM. Neither the Participating Trust Member, person insured, nor person claiming insurance benefits or otherwise, shall have any claim against any funds or property of the Trust. The rights and interests of persons insured and persons claiming by or through them shall be limited to the insurance benefits specified in the policies or self-insurance programs involving programs established by Florida Statutes. Participating Trust Members may appeal claims to the Trustees. The final action of the Board shall be considered the final action of the claim.

Section 4. TRUST OR PROGRAM WITHDRAWAL OR TERMINATION. Any Participating Trust Member may withdraw from the Trust or terminate participation in a Trust sponsored program only pursuant to the provisions of Section 624.46223, Florida Statutes, by providing written notice to the Trust. As required by law, a Participating Trust Member may not be required to provide more than 45 days' notice of the Member's intention to withdraw. Intent to withdraw or terminate participation shall be made as an official school board action of the Participating Trust Member. Once written/electronic notice is given to the Trust's Executive Director, a Participating Trust Member shall have no vote regarding any program renewal or selection of program options from which the Participating Trust Member has withdrawn and shall not be included in any renewal or bid quote. A Participating Trust Member may rescind a letter of intent to withdraw or terminate by sending written/electronic notification to the Trust's Executive Director prior to the effective withdraw or termination date.

Once a Participating Trust Member has elected to withdraw from a specific program or service offering of the Trust it is not eligible to participate in that program for at least one (1) program year from the date of withdrawal. That

decision to re-participate must be an official school board action of the Participating Trust Member.

For any and all program or service offering terminations, the Participating Trust Member shall remain liable to continue to make all contributions required to be paid until the end of the program year in effect at the time of the exercise of the withdrawal or termination even if such contributions and liabilities extend beyond the date of the withdrawal by the Participating Trust Member.

Any Participating Trust Member that withdraws completely or terminates participation in any Trust sponsored program shall have no immediate right or claim to any part of its current balance of loss fund contributions in excess of claims incurred. However, if there are excess loss fund contributions for any one (1) program year after all claims and related liabilities have been closed, as determined by the Trustees and the Trust actuary, the withdrawing Participating School Member shall be refunded any remaining balance. A terminating Participating Trust Member shall not share in any Trust surplus funds.

Claims being administered by the Trust for Participating Trust Members that terminate their membership with the Trust shall remain with the Trust until closure due to aggregate and excess requirements. Processing of said claims for terminating school districts shall be at an appropriate administrative fee for which the school district shall be responsible to promptly pay.

The Trust may terminate the participation of any Participating Trust Member in the event, in the sole determination of the Board, that the Participating Trust Member has failed to comply with any of the policies, rules, and regulations established by the Board for participation in the Trust and after failure of the Participating Trust Member to comply with any rehabilitation required for the Participating Trust Member by the Trust.

ARTICLE VI
PROGRAMS

Section 1. PROCURING OF POLICIES. The Board may procure a policy or policies or master contract from insurance carriers or service companies selected by the Board and providing such form of insurance and/or service as determined by the Board. Additional policies providing any such insurance or service as the Board deems appropriate may be procured anytime thereafter. The term "policy" as used herein shall include any rider, endorsement, or amendment made a part of an insurance policy. The Board is further empowered to enter into service agreements as it determines to be in the best interest of the Trust and/or its Participating Trust Members.

Section 2. CONTROL OF BOARD. The Board shall agree with such insurance carriers upon the provisions of the policy or policies and the requirements for insurance there under for such Participating Trust Members as may elect to participate in the plan. All rights and privileges granted to the policyholder by a policy or allowed by the insurance carrier shall be vested in the policyholder, except as hereinafter provided. The Board may enter into such other agreements with insurance carriers and/or service companies, as they deem necessary or advisable in regard to any such insurance or service within the purposes of the Trust.

Section 3. GROUP PROGRAMS. The Trust shall be authorized to contract with any qualified organization to perform any of the functions necessary for the carrying out of a self-insured pool arrangement, including excess loss insurance, handling of claims, administrative services and any and all other services that the Board shall deem expedient for the proper servicing of those Participating Trust Members who use the services of the Trust.

Section 4. MANAGEMENT OF THE PROGRAMS OF THE TRUST. The Trust shall have the responsibility and authority to manage the Programs offered by the Trust and to conduct the business of the Programs for the benefit of employees, their eligible dependents, and retirees of Participating Trust Members. The services to be provided by the Trust may include the following: administrative services; claims service; claims adjustment; claims administration; claims payment; loss control; prescription drug services; wellness programs, recommendations regarding settlement; selection of counsel; making recommendations for use of outside vendors to provide group health insurance and for claims administration; and such other and further services are necessary to carry out the Program. The Trust shall contract, no less than annually, for the administration of the Trust via an appropriate Administration Agreement which may include the provision of the management services, administrative services, and other staffing and services, as necessary.

Section 5. PROCUREMENT AUTHORIZATION. The Trust may procure a policy or policies or a master contract from insurance carriers or service companies to provide group health insurance or reinsurance for the Participating Trust Members and their employees. The Trust is further authorized to enter into such service agreements as it determines to be in the best interest of the Program for the benefit of Participating Trust Members and their employees. The Trust is authorized to contract with any qualified organization or entity to perform any of the functions necessary for the carrying out of a self-insured arrangement, including handling of claims, legal, actuarial and accounting services, administrative services and any and all other services that the Trust shall deem necessary for the proper servicing of the Program(s) and its participants.

ARTICLE VII
NATURE AND USE OF A FUND

Section 1. USE OF A FUND. The Board may use a fund to pay:

(a) Premiums for group policies;

(b) Premiums for bonds and errors and omissions insurance which may be required by Florida Statutes, Florida Administrative Code or action of the Board; and,

(c) All other expenses and make all payments which the Board considers necessary in establishing the Trust loss fund and administering the services of the Trust with respect to any investments, group self-insurance, insurance, or risk management program, including but not limited to, any compensation paid to any service companies, attorneys, actuaries, accountants, employees, clerical help, custodians, servants and others as the Board may deem necessary including, as determined solely by the Board, the payment of rebates or surplus funds back to Participating Trust Member.

ARTICLE VIII
DEALINGS WITH THE BOARD

No purchaser, seller, transfer agent or other person dealing with the Board or any officer, employee, Executive Director or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Board or by such officer, employee, Executive Director or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Board or of such officer, employee or agent.

ARTICLE IX
AMENDMENT AND TERMINATION OF THE TRUST

Section 1. AMENDMENTS TO THE AGREEMENT, DECLARATION OF TRUST, AND BYLAWS. The Board may amend the Declaration and Bylaws at any time to such extent as they deem necessary or advisable. The Declaration or Bylaws shall be amended only by a two-thirds vote of the voting Trustees present during any duly constituted Board meeting provided any proposed amendments have been sent by postal or electronic mail to all Trustees at least thirty (30) days before the scheduled meeting.

Section 2. TERMINATION. The Trust may be terminated at any time by the Board only upon the unanimous mutual consent of the Board by an instrument in writing and upon prior notice to each Participating Trust Member. Upon termination, the Trust shall pay all obligations of the Trust and distribute any remaining surplus funds in such manner as they determine fair and equitable to the Participating Trust Members.

ARTICLE X
AGENCY

The Board operates only under the provisions of this Declaration, Bylaws and Policies as agent and representative of the Participating Trust Members.

ARTICLE XI
SEVERABILITY AND SITUS OF CONSTRUCTION

Any provision of this Declaration, Bylaws or Policies prohibited by the laws of the State of Florida shall be ineffective to the extent of such prohibition without invalidating the remaining portion of this Declaration, Bylaws, or Policies.

This Trust is executed in the State of Florida and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of such jurisdiction. Exclusive venue for any dispute with respect to this Trust shall be in Leon County, Florida.

ARTICLE XII
COUNTERPARTS

This Trust and any amendment hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

ARTICLE XIII
NOTICES

Any notice, demand, direction, request or other communication authorized or required by this Declaration (each a "Notice") shall be in writing and shall be delivered, by First Class Mail, postage prepaid, or by overnight delivery service, or by email addressed to the Participating Trust Member(s) or Trustees at the address indicated on the signature page or to addresses from which the parties have communicated previously.

Any Notice shall be deemed received only upon actual delivery at the recipient's address set, provided, however, electronic mail shall be deemed received on the date after the email was sent so long as confirmation of receipt is received by the sender. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-Business Day, shall be deemed received on the next Business Day. If any time for giving Notice contained in this Declaration would otherwise expire on a non-Business Day, the Notice period shall be extended to the next succeeding Business Day.

Any Trustee may waive the requirement of Notice being provided to him or her by signing a written waiver.

IN WITNESS WHEREOF, this FIRST RESTATEMENT FLORIDA EDUCATOR HEALTH TRUST AGREEMENT AND DECLARATION OF TRUST, containing the amendments therein, has been adopted pursuant to Article IX Section 1 of the Declaration by a vote of more than two-thirds (2/3) of the Trustees present at a meeting of the Board of Trustees which was held on the 10th day of September, 2025, who, by the execution hereof, have also waived in writing the Notice requirement provided in Article XIII of this Declaration.

Bobby Bennett
Bobby Bennett (Oct 27, 2025 17:33:31 EDT)

Dr. Bobby Bennett, Chair
Superintendent, Desoto County

Sonja Bennett
Sonja Bennett (Nov 4, 2025 17:42:11 EST)

Sonja Bennett, Vice-Chair
Superintendent, Hardee County

Mike Swindle
Mike Swindle (Oct 31, 2025 09:11:44 EDT)

Mike Swindle, Secretary
Superintendent, Hendry County

Jason Pitts (Nov 3, 2025 16:09:18 EST)

Jason Pitts, Trustee
Deputy Superintendent, Polk County

Mark Rendell
Mark Rendell (Oct 31, 2025 10:04:42 EDT)

Dr. Mark Rendell, Trustee
Superintendent, Brevard County

FLEHT
FLORIDA EDUCATOR
HEALTH TRUST

FLEHT Fee Structure

Member Employees	PEPM Rate	Initial Capilization Fee (one time fee)
1 to 2500	$22.25	$10,000.00
2501 to 6500	$20.75	$15,000.00
6501 to 15000	$17.75	$20,000.00
15001 +	$14.75	$25,000.00

*Stop Loss Commission (When applicable)	15%

*There is no charge for dependents

AGENDA ITEM NO. 9.31

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title

Approval of the Sole Source to Purchase Variable Frequency Drives, SDMC No. 27-0016-MR, Estimated in the amount of $200,000.00 Annually (Capital Fund)

Executive Summary

Variable frequency drives are a major component of electric motor operation. The drive allows the motor to operate at the optimum efficiency based on the demand or load the motor is experiencing. ABB drives offer the best value related to pricing, reliability and support. The electric motors in the District that require a variable speed drive utilize ABB drives. All aspects of HVAC (Heating, Ventilation, and Air Conditioning) work together to control temperature, humidity, and indoor air quality.

The requested approval is for the period of July 1, 2026 through June 29, 2029.

Historical expenditures are as follows:

- YTD 2025-2026 $161,492.72 (07-01-2025 – 6/1/2026)
- 2024-2025 $291,242.72
- 2023-2024 $74,927.00

The supplier is:

- Commercial Air Management, Inc., Cape Coral, FL, Florida Document No. P93000071599.

The District has reviewed sole source information and has fully complied with all sole source requirements. Copies of the sole source documentation, contract specifications, and pricing are on file in the Purchasing Department.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

State Board Rule 6A-1.012(12)(d) states: "Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor."

Contract documents are available in the Purchasing Department. This item is protected under Florida Statute for Cybersecurity, FS. 282.318. Portions of risk assessments, evaluations, external audits, and other reports of a state agency's cybersecurity program are confidential and exempt from public disclosure if their release would facilitate unauthorized access to or modification, disclosure, or destruction of data or information technology resources which includes information about the security measures, technologies, processes, and

practices the agency uses to protest its networks, computers, data processing software, and data from attacks, damage, or unauthorized access and security details, both physical and virtual, concerning agency's current or planned information technology systems.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the sole source to purchase Variable Frequency Drives, SDMC No. 27-0016-MR, estimated in the amount of $200,000.00 Annually (Capital Fund).

Financial Impact
The funding source for this annually estimated expenditure is Capital Funds, and is included in Maintenance, Operations & Central Distribution Warehouse Department, and is included in the proposed budget for 2026-2027 **(Capital Fund).**

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated By: Todd Henson

AGENDA ITEM NO. 9.32

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of Bayshore High School Columns Agreement Between Owner and Reno Building, LLC Amendment 1 in the Amount of $494,372.29 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve the Agreement Between Owner and Reno Building, LLC Amendment 1 in the amount of $494,372.29.
This will increase the Guaranteed Maximum Price (GMP) to $668,875.29. The scope of work consists of the first phase of services to replace corroded exterior steel pipe columns at Building 4 on Bayshore High School campus.

Bayshore High School Project Summary Sheet attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Bayshore High School columns agreement between Owner and Reno Building, LLC Amendment 1 in the amount of $494,372.29 (Capital Funds).

Financial Impact
The amount of Amendment 1 is $494,372.29. The revised Guaranteed Maximum Price, including this Amendment 1 is $688,875.29 and is included in the total project budget requirement of $3,000,000.00 **(Capital Funds).**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Bayshore High School Project Summary
Bayshore High School Amendment 1

Project Name: **Bayshore High School Column Repairs**

PROJECT DIRECTOR: **Jeffery Medwetz**

ARCHITECT/ENGINEER:	**Long & Associates Architects/Engineers, Inc.**	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	**Reno Building, LLC dba Reno Boyd Building Co.**	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	**UES Professional Solutions, LLC**	Currently on the District's Continuing Contracts

PROJECT BUDGET: **$3,000,000.00**

HISTORY: Bayshore High School, constructed in 1997, has experienced significant deterioration of its steel pipe columns due to prolonged exposure to natural elements and salt air. Over time, more than 300 columns developed corrosion. Long & Associates Architects and Engineers conducted a comprehensive evaluation of each column and developed corrective measures to restore and ensure both the structural integrity and visual appearance of the facility.

SCOPE: Repair or replace corroded exterior steel pipe columns throughout the campus of Bayshore High School.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER					
ITEM		**$$**	**Date**	**Board Actio**	**Notes**
Auth to Neg:	$	-			
TOTAL	**$**	**-**			
CONSTRUCTION MANAGER					
ITEM		**$$**	**Date**	**Board Actio**	**Notes**
Auth to Neg:	$	-			
Agreement:	$	174,503.00	May 12, 2026	Approved	Pre-Construction
Amendment 1:	$	494,372.29	June 23,2026	Pending	GMP
TOTAL	**$**	**668,875.29**			
BUILDING OFFICIAL					
ITEM		**$$**	**Date**	**Board Actio**	**Notes**
Auth to Neg:					
Agreement:					
TOTAL	$	-			
OTHER BOARD WORK					
ITEM		**$$**	**Date**	**Board Actio**	**Notes**
Agreement:					
TOTAL	$	-			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & Buildi

Amendment #: 1 **Amendment Date:** 6/23/2026

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Bayshore High School Columns
Construction Manager: Reno Building, LLC.
Construction Manager Address: 501 S. Boulevard Tampa, Fl 33606

The work is as follows: Consists of the first phase of services to replace corroded exterior steel pipe columns at Building 4 on Bayshore High School campus.
This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) By: TBD

Date of Substantial Completion including this amendment: TBD

Amount of Amendment: $ 494,372.29
Previous Amount: $ 174,503.00
New Total Amount of GMP: $ 668,875.29

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: ALEXIS KARPOUSTIAN, COO Name/Title: Peter Boyd, President

As Witnessed: _____ RENO BUILDING, LLC
(Name of Corporation)

(Corporate Seal)

RENO BOYD BUILDING CO. CORPORATE SEAL 2010 FLORIDA

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

https://manateecountyschools-my.sharepoint.com/personal/menard2l_manateeschools_net/Documents/Desktop/Bayshore HS columns/Bayshore HS Amendment 1 GMP.docx

AGENDA ITEM NO. 9.33

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the State of Florida, Department of Health State Funds in the Amount of $221,058.00 (Incoming State Funds)

Executive Summary
Prior to November 2026, the School District and the Department of Health operated under a Memorandum of Understanding in which the Department of Health provided six registered nurse positions to support and oversee ten school clinic sites.

Effective November 21, 2026, the Department of Health eliminated these six positions as part of a workforce reduction initiative. In response, and to ensure continuity of services, the district continued to fund the six RN positions within the District's School Health Department to maintain clinic operations.

For the 2026-2027 school year, the Department of Health has indicated its willingness to allocate a portion of its state funding in the amount of $221,058.00 to the District in lieu of directly providing nursing staff. The proposed contract, along with its supporting documentation, defines the required scope of services and deliverables the District must meet in order to receive the allocated funding.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
Approval to apply, accept and expend the State of Florida, Department of Health state funds in the amount of $221,058.00 (Incoming State Funds).

Financial Impact
This provides savings to the General Fund.

Contact
Submitting Department: ESE
Initiated by: Joshua Bennett, ESE Director

Attachments:
MA001 ATTACHMENT I - APPROVED BY STATE OFFICE
MA001 ATTACHMENT II - BUDGET SUMMARY (NO SIGNATURE NEEDED)
MA001 ATTACHMENT III - BUDGET DETAILS
MA001 ATTACHMENT IV - INVOICE TEMPLATE
MA001 ATTACHMENT VI - FINANCIAL AND COMPLIANCE AUDIT
Attachment VII - Recipient-Subrecipient and Contractor-Vendor Determination Checklist for State-Federal Funds - signed
MA001 - ATTACHMENT V - LIST OF SCHOOL SITES
MA001 STANDARD CONTRACT - DOH MANATEE - SCHOOL DISTRICT 2026-2027

ATTACHMENT I

A. Services to be Provided

1. General Description:

a. General Statement: This contract is for the provision of School Health Services for students attending public schools and participating non-public schools in Manatee County.

b. Authority: Sections 381.0056, 381.0057, and 402.3026, Florida Statutes (F.S.); and Florida Administrative Code (F.A.C.) Chapters 64F-6 and 64B9-14.

2. Definition of Terms:

a. Annual School Health Report: An annual report submitted to the State Health Office School Health Services Program office each year that reflects the data requested by the program office.

b. Basic School Health Services: Health services which are available to all students in Florida's public (including Charter) schools and participating non-public schools in all 67 school districts. These services, as identified in sections 381.0056(4)(a)(1) through (19) and 1006.062, F.S. and F.A.C rules 64F-6.001 through 6.006, include but are not limited to: statutorily mandated health screenings, health appraisals, referral and follow-up, maintenance of health records, meeting emergency health needs, nursing assessments, Individualized Healthcare Planning (IHP), health counseling, Medication and Medical Services management, and a preventive dental program.

c. Clinic Log: A log (paper or electronic) used daily to record at a minimum, student identifier, chief complaint, date, times of arrival and departure, person on duty, and outcome disposition of the student, and is maintained in accordance with section 1002.22, F.S. and records retention policy per the current General Records Schedule GS7 for Public Schools PreK-12 and Adult and Career Education. The log should undergo regular/consistent evaluations and verifications by school health professionals, School Health Coordinators, and other program leadership. It should be structured for accountability, auditability, and transparency.

d. Comprehensive Eye Exam: An eye exam performed by a licensed optometrist or ophthalmologist in accordance with F.A.C. rules 64B13-3.007(2) and 64B13-3.010(6)(a).

e. Full-Service School Services: Health and social services that include Basic School Health Services and additional specialized services that integrate education, medical, social, and human services such as nutrition services, basic medical services, aid to dependent children, parenting skills, counseling for abused children, counseling for children at high-risk for delinquent behavior and their parents or guardian, and adult education

to meet the needs of the high-risk student population and their families. These services are required of schools as specified in section 402.3026, F.S.

f. Growth and Development Screenings: A student health screening that involves taking measurements of a student's height and weight and using those measurements along with the student's age and sex to determine the body mass index percentile.

g. Health Insurance Portability and Accountability Act (HIPAA): This act requires health care providers and organizations as well as their business associates to develop and follow procedures that ensure the confidentiality and security of protected health information when it is transferred, received, handled, or shared.

h. Health Management System (HMS): The Department's data system for monitoring health data throughout the state.

i. Hearing Screenings: Pass or fail tests to tell if a student might have sensory deficits related to hearing.

j. Individualized Healthcare Plan (IHP): A coordinated plan of care developed by a Registered Nurse (RN) in accordance with section 464.003, F.S. and Chapters 6A-6.0251, 64A-6.0252, and 6A-6.0253, F.A.C. The IHP is child-specific and includes a written format for nursing assessment (health status, risks, concerns, and strengths), nursing diagnosis, interventions, delegation, expected outcomes, goals to meet the health care needs of a student with an acute or chronic health condition and to protect the safety of all students from the misuse or abuse of medications, supplies, and equipment. Emergency care plans (ECP) may also be a component of an IHP and is a child-specific guide for school staff to facilitate quick and appropriate response for an individual student emergency.

k. Medication and Medical Services Management Records: Encompassing all records that have been approved and utilized for compliance with 1006.062, F.S. and detail each authorization, itemizing of supplies, count of medication(s) received, occurrence of medication administration, occurrence of errors related to medication management, and assistance or self-management of a student related to their prescribed medication or treatment/procedure.

l. Quarter: A three-month period of the contract, coinciding with the state's fiscal year (July 1 to June 30). The quarters for this contract are July through September (first quarter), October through December (second quarter), January through March (third quarter), and April through June (fourth quarter).

m. School Health Advisory Committee (SHAC): A county committee comprised of members who represent component areas of the Coordinated School Health model as defined by the Centers for Disease

Control and Prevention (CDC). This committee provides a forum for the school community, health professionals, and interested citizens to discuss issues and seek solutions to better the wellness of school children and staff.

n. School Health Coordinators: A county health department (CHD) staff person (RN recommended) and school district staff person (RN recommended) who together serve as the School Health Program managers. The School Health Coordinator(s) assures RN supervision of school health services staff assigned to work in local schools, as outlined in the county's School Health Services Plan.

o. School Health Services Plan: As defined in section 381.0056(2)(e), F.S.

p. Scoliosis Screenings: A non-invasive postural screening which involves a visual inspection of the student's spine and the forward bend test so the screener may look for any unevenness or abnormalities in the shoulders, rib cage, or spine.

q. Screenings: The presumptive identification of unknown or unrecognized diseases or defects by the application of tests that can be given with ease and rapidity to apparently healthy persons. Vision, hearing, scoliosis, and growth and development screenings are provided to students pursuant to section 381.0056(4)(a), F.S. and F.A.C. rule 64F-6.003, unless the student has a documented parent or guardian opt-out form or other written exemption, is not able to be screened due to profound disability or is currently in treatment for the condition.

r. Vision Screening: A screening that tests students for myopia (nearsightedness) and hyperopia (farsightedness), and other sensory deficits related to the visual system as defined in the Department of Health's School Health Administrative Resource Manual available at http://www.floridahealth.gov/programs-and-services/childrens-health/school-health/reports-information.html as revised.

s. Estimated Student Population: Is the projected count of students within a school district, derived from analyzing the latest student enrollments provided by the Department of Education's "Survey 2 – Fall" dataset. This estimate is obtained through the "Know Your Data Advanced Reports" portal, using data processing and cleaning methodologies as determined by the Department of Health, State Health Office, School Health Services Program.

t. Complete Referral: Closure of a referral follow up with documented confirmation that the non-exempted student's parent or guardian has been made aware of the non-exempted student's referral and its meaning.

u. Incomplete Referral: Closure of a referral follow up, after a minimum of three attempts to follow up, without documented confirmation that the

non-exempted student's parent or guardian has been made aware of the non-exempted student's referral and its meaning.

3. Clients to be served: Students attending Florida public and participating non-public schools.

B. Manner of Service Provision

1. Scope of Work: Provider will provide Basic School Health Services and Full-Service School Services at designated schools throughout the contract term.

a. Task List: Provider will perform the following:

1) Work with the local CHD, school district, and the county SHAC to develop the biennial School Health Services Plan in accordance with F.A.C. rule 64F-6.002, as needed or as directed by the Department.

2) Ensure written parent or guardian consent is obtained prior to providing school health services. Consent for school health services must include the language specifying the healthcare services to be offered to students in schools and the option to withhold consent or decline specific services.

3) Send student emergency information cards or equivalent records in writing or electronically, to parents and guardians throughout the current school year as required (either upon initial entry of student into a school or other locally defined instance). Ensure that emergency information cards or equivalent records are updated by parents or guardians for each student annually and list the contact person, family physician, allergies, significant health history, and permission for emergency care for the student. In addition:

a) Collect 45% of the estimated student population emergency information cards or equivalent records by September 30 of each school year and 95% of the estimated student population emergency information cards or forms by December 31 of each school year.

b) Ensure emergency information cards or equivalent records are reviewed for a minimum of 15% of students by September 30, a minimum of 50% of students by December 31, and a minimum of 90% of students by March 31, of each school year to ensure the documents list the contact person, family physician, allergies, significant health history, and permission for emergency care for the student is accurate and up to date. If information is missing or outdated, use locally defined processes to update and obtain accurate information.

c) The procedures, processes, forms, and methodologies implemented locally to achieve the specified metrics in task 3(a)(b) must be documented and submitted to the Contract Manager within 30 calendar days following contract execution for the Department to review and approve. Ensure the plan contains the following:

i. A method to measure the local estimated student population if it will differ from the definition as established in the Attachment I.

ii. The method Provider will use to measure and track the collection of emergency information cards or equivalent records.

iii. The method and timeline for reporting compliance with items 3(a)(b) to the Contract Manager that aligned with the minimum established baselines.

iv. The agreed method and process that may be used for the Contract Manager to verify, audit, and be accountable for the data submitted by Provider.

4) Provide Basic School Health Services at all schools listed in Attachment V in accordance with the current School Health Services Plan; section 381.0056, F.S.; F.A.C. rules 64F-6.001 through 6.006; and the Department's School Health Administrative Resource Manual available at, http://www.floridahealth.gov/programs-and-services/childrens-health/school-health/reports-information.html, as revised. At a minimum, provide the following Basic School Health Services unless the student is exempt (i.e. has a parent or guardian opt-out form or other written exemption, is not able to be screened due to profound disability, or is currently in treatment for the condition):

a) Perform Vision Screenings for a minimum of 45% of non-exempted students in the estimated student population for kindergarten, first, third, and sixth grade by December 31 of each contract year and a minimum of 95% by March 31 of each contract year.

b) Perform Hearing Screenings for a minimum of 45% of non-exempted students in the estimated student population for kindergarten, first, and sixth grade by December 31 of each contract year and a minimum of 95% by March 31 of each contract year.

c) Perform Scoliosis Screenings for a minimum of 45% of non-exempted students in the estimated student population for sixth grade by March 31 of each contract

year and a minimum of 95%by June 30 of each contract year.

d) Perform Growth and Development Screenings for a minimum of 45% of non-exempted students in the estimated student population for first, third, and sixth grade by March 31 of each contract year and a minimum of 95% by June 30 of each contract year.

e) Create a follow-up plan as follows:

i. Create a plan for providing follow-up on all non-exempted students with abnormal screening results (referrals) that ensures parents or legal guardians are aware of the referral and its purpose. Submit the follow-up plan within 30 calendar days following contract execution to the Contract Manager for the Department to review and approve. Ensure the follow-up plan contains the following:

1. How Provider will conduct the initial follow-up attempt with the non-exempted students' parent or guardian, including:

a. The method Provider will use to conduct the initial follow-up attempt (i.e., primary point of contact, phone, email, etc.).

b. When Provider will conduct the initial follow-up attempt (i.e., how many days after the referral Provider will conduct the initial follow-up attempt).

2. If Provider did not contact the non-exempted students' parent or guardian after the initial follow-up attempt, how Provider will conduct the second follow-up attempt, including:

a. The method the Provider will use to conduct the second follow-up attempt (i.e., primary point of contact, phone, email, etc.).

b. When the Provider will conduct the second follow-up attempt (i.e., how many days after the initial follow-up attempt Provider will conduct the second follow-up attempt).

3. If Provider did not contact the non-exempted students' parent or guardian after the second follow-up attempt, how Provider will conduct the third follow-up attempt, including:

   a. The method Provider will use to conduct the third follow-up attempt (i.e., the primary point of contact, phone, email, etc.).

   b. When Provider will conduct the third follow-up attempt (i.e., how many days after the second follow-up attempt Provider will conduct the third follow-up attempt).

4. Outline where in the student health record Provider will document:

   a. Follow-up actions in accordance with the established follow-up plans, which include the provisions outlined in Task 6)a)iv.

   b. Outcomes of both complete and incomplete referrals, along with any relevant notes for each student's follow-up.

ii. Revise the follow-up plan as directed by the Department and resubmit the follow-up plan within 30 calendar days of receiving the requested changes to the Contract Manager for the Department to review and approve.

iii. Update the follow-up plan as needed or as directed by the Department. Submit the updated follow-up plan to the Contract Manager for the Department to review and approve as detailed in (ii). Ensure the updated follow-up plan is approved by the Department prior to implementing the updated follow-up plan.

f) Refer all students with abnormal screening results to the appropriate health care providers for further evaluation and treatment within 45 calendar days of receiving the screening results. Document the screening date, rescreening date (if applicable), result (pass or fail) and outcome of referral in the student cumulative health record.

g) Confirm that all students referred to state contracted vision service providers have a signed parent or guardian consent form that includes permission for a Comprehensive Eye Exam, which may involve refraction and dilation.

h) Provide additional Basic School Health Services as specified in the current School Health Services Plan.

5) Provide health services for Full-Service Schools, identified in Attachment V, in accordance with section 402.3026, F.S. and as specified in the current School Health Services Plan.

6) Maintain the following documentation and information, either in written or electronic format, in accordance with section 1002.22, F.S., F.A.C. rule 64F-6.005, the Family Educational Rights and Privacy Act, and HIPAA:

a) Cumulative health record for each student, which contains:

i. Florida Certificate of Immunization (Form DH 680) or Part A, Part B, or DH 681 exemptions.

ii. School Entry Health Exam form (DH3040-CHP-07/2013) or other form as specified in section 1003.22, F.S. and F.A.C rule 6A-6.024.

iii. Documented parental consent for health services.

iv. Documentation of screenings, results, referrals, follow-up attempts, and outcomes as specified in Task 4(e-f).

b) IHPs and Emergency care plans (ECP) for each student as applicable.

c) Medication Management Records.

d) Medical Services management records such as medical procedures and treatments.

e) Clinic Log used daily to record, at a minimum, student identifiers, chief complaints, dates, times of arrival and departure, person on duty, and outcome disposition of the student.

f) Child-specific training and periodic follow-up monitoring of unlicensed assistive personnel assisting with the student's medication and or medical services management as determined by the nursing process as specified in section 1006.062(4), F.S. and F.A.C., Chapter 64B9-14.

7) Submit a Prepared Monthly Service Report to the Contract Manager within 15 calendar days from the end of each month. Ensure the Monthly Service Report does not contain personal identifiable information or protected information on students.

Ensure the Monthly Service Report contains, at a minimum, the following information:

a) A summary of all tasks, outcomes, barriers to care, unanticipated challenges, and documentation as requested in the tasks above.

b) Service Codes as documented in the most current DHP 50-20.

c) **Code Description**: A local description of how the aggregate totals for each of the service codes are obtained locally.

d) Time frame of data capture (date ranges that matches invoice period).

e) **Services counts**: The number of services provided for each service code (aggregated counts).

8) Provide information as specified by the local CHD for completion of the Annual School Health Report within 30 calendar days following the end of each contract year.

9) Throughout the contract term maintain, annually review, and implement emergency policies and procedures for suspected outbreaks of diseases that include measures which prevent the spread of diseases in schools to meet the emergency health needs of all students in each school. Submit copies of the emergency policies and procedures within 90 calendar days following contract execution to the contract manager for the Department and to the Department upon request.

10) Throughout the contract term, at each invoice period, prepare and submit a report that aggregates the following:

a) Cumulative number of Medication Management Errors reported.

b) Cumulative number of Medical Service Errors reported.

c) Cumulative number of Incidents that involved emergency medical services activation and response to a school.

d) The report must be updated every invoice period and progressively accumulating throughout the fiscal year. The final invoice should reflect the totals for the entire year. Include a transparent and auditable local description of how the data is gathered.

b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:

1) Quarterly: Provision of school health program services with submission of supporting documentation as specified in Tasks B.1.a.1) through B.1.a.10).

c. Performance Measures: The deliverables must be met at the following minimum levels of performance:

1) Deliverable B.1.b.1):

a. Work with the local CHD, school district and the SHAC to develop the School Health Services Plan as specified.

b. Send and monitor emergency information cards or equivalent records as specified.

c. Vision Screenings must be performed as specified.

d. Hearing Screenings must be performed as specified.

e. Scoliosis Screenings must be performed as specified.

f. Growth and Development Screenings must be performed as specified.

g. Create a follow-up plan as specified.

h. All students with abnormal screening results must be referred to appropriate health care providers for further evaluation and or treatment within 45 calendar days of receiving screening results as specified.

i. All students referred to state contracted vision service providers must have a signed parental or guardian consent form as specified.

j. Provide at least one follow-up with the parents or guardians of students referred as specified.

k. Additional Basic School Health Services as specified in the current School Health Services Plan must be provided as specified.

l. Health services for Full-Service Schools must be provided as specified.

m. Documentation and information, either in written or electronic format, in accordance with section 1002.22, F.S,

F.A.C rule 64F-6.005, the Family Educational Rights and Privacy Act, and HIPAA must be maintained as specified.

n. Service data for the services provided each month must be submitted to the contract manager as specified.

o. Information as specified by the CHD for completion of the Annual School Health Report must be provided as specified.

p. A copy of the emergency policies and procedures must be submitted as specified.

q. Prepare and submit incident reporting information as specified.

2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:

a. Deliverable B.1.b.1):

1) Failure to work with the local CHD, school district, and the SHAC to develop the School Health Services Plan as specified will result in a 1% reduction in that quarter's invoice amount.

2) Failure to send and monitor emergency information cards or equivalent records as specified will result in a 1% reduction in that quarter's invoice amount.

3) Failure to perform Vision Screenings as specified will result in a 3% reduction in that quarter's invoice amount.

4) Failure to perform Hearing Screenings as specified will result in a 3% reduction in that quarter's invoice amount.

5) Failure to perform Scoliosis Screenings as specified will result in a 3% reduction in that quarter's invoice amount.

6) Failure to perform Growth and Development Screenings as specified will result in a 3% reduction in that quarter's invoice amount.

7) Failure to create a follow-up plan as specified will result in a 5% reduction in each quarters invoice amount until task is performed.

8) Failure to refer all students with abnormal screening results to the appropriate health care providers as specified will result in a 1% reduction in that quarter's invoice amount.

9) Failure to confirm that all students who are referred to state contracted vision service providers have a signed parental or guardian consent form as specified will result in a 1% reduction in that quarter's invoice amount.

10) Failure to provide at least one follow-up with the parents or guardians of students referred as specified will result in a 1% reduction in that quarter's invoice amount.

11) Failure to provide additional Basic School Health Services as specified in the current School Health Services Plan as specified will result in a 1% reduction in that quarter's invoice amount.

12) Failure to provide health services for Full-Service Schools as specified will result in a 1% reduction in that quarter's invoice amount.

13) Failure to maintain documentation and information, either in written or electronic format, in accordance with section 1002.22, F.S., F.A.C. rule 64F-6.005, the Family Educational Rights and Privacy Act, and HIPAA as specified will result in a 3% reduction in that quarter's invoice amount.

14) Failure to submit service data as specified will result in a 3% reduction in that quarter's invoice amount for each month data is missing.

15) Failure to provide information as specified by the CHD for completion of the Annual School Health Report will result in a 3% reduction in that quarter's amount.

16) Failure to submit a copy of the emergency policies and procedures as specified will result in a 3% reduction in that quarter's amount.

17) Failure to submit incident reporting data as specified will result in a 3% reduction in that quarter's amount.

3. Service Location, Times, and Equipment:

a. Service Location: Services will be coordinated at the Provider's location of 215 Manatee Avenue West, Bradenton, FL. 34205. All school health services will be provided in facilities at school sites in accordance with section 381.0056, F.S.

b. Service Times: Services will be provided in accordance with periods identified in the current Department of Education's school year calendar.

c. Changes in Location: School sites designated as basic and Full-Service Schools cannot be changed without the prior written approval of the Contract Manager, local school health program office, and an approved

amendment to the School Health Services Plan. Notify the Contract Manager in writing within 5 days of any location changes that will affect Provider's ability to complete the deliverables under the contract.

d. Equipment: Provider, in collaboration with the School Health Coordinators or their designee, is responsible for determining and providing the equipment and supplies needed to complete the provision of services under this contract. Any equipment purchased using funds from this contract must be approved in advance by the Contract Manager and included in the budget.

4. Staffing Requirements:

a. Staffing Levels: Provider must maintain an adequate administrative and organizational structure sufficient to complete the deliverables under this contract.

b. Professional Qualifications: All registered nurses and licensed practical nurses performing services must be licensed pursuant to Chapter 464, Florida Statutes. All unlicensed assistive personnel (UAP) must have a high school diploma, general equivalence diploma, and 1 year of experience performing duties similar to that of a UAP. All UAPs must have current certifications in first aid and cardiopulmonary resuscitation (CPR). As applicable, all UAPs must complete and successfully pass local trainings necessary to provide health services in the local school health program. Training that enables nursing delegation or requires periodic assessment should be documented and be made available upon request (i.e., medication and medical services management trainings).

c. Staffing Changes: Notify the Contract Manager in writing within 5 days of any staffing changes that will affect Provider's ability to complete the deliverables under the contract.

d. Subcontractors: Subcontracting will only take place when Provider does not have the capacity to fulfill service requirements as specified in the current School Health Services Plan. Provider must obtain written approval from the Contract Manager before entering into any subcontracts.

C. Method of Payment

1. Payment: This is a fixed price, fixed-fee contract. The Department will pay Provider for satisfactory completion of deliverables as specified in Section B.1.b., a total amount not to exceed $221,058.00 for the contract term, subject to the availability of funds. Payments will be made quarterly in the amount of $55,264.50, not to exceed $221,058.00 each contract year.

2. Unit of Service: A unit of service will consist of one quarter of completed deliverables, as specified in Section B.1.b. A quarter of deliverables will include

all deliverables due in that quarter, including any monthly or annual deliverables scheduled for delivery in a particular quarter.

3. Invoice Requirements: Provider must submit a properly completed invoice to the Contract Manager via email within 30 calendar days from the end of each quarter. The final quarter's invoice must be submitted to the Contract Manager via email within 45 calendar days from the end of each contract year. The invoice must include at a minimum, the invoice period and amount, date, deliverable completed, contract number, and name and signature of Provider's authorized representative.

4. Postage and Reproduction: Paid invoices or receipts must support purchases made from outside vendors. Purchases for all in-house postage (postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

5. Supporting Documentation:

   a. Budget: Attach a copy of the Department approved budget and budget narrative for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the Contract Manager for approval by May 1. Any revisions to an approved budget or budget narrative must be submitted to the Contract Manager for review and approval prior to implementation.

   b. Quarterly Financial Report: Each contract year, the Provider must submit a Quarterly Financial Report in the quarter specified by the Contract Manager. Each Quarterly Financial Report must state, by line item, all contract fund expenditures made by Provider to complete the deliverables under this contract. All Quarterly Financial Reports must be submitted to the Contract Manager within 30 calendar days following the quarter the report is due. For the fourth quarter of each contract year, submit the Annual Financial Report in accordance with section I.C.6.c. of the Department's Standard Contract.

   c. Postage and Reproduction: Paid invoices or receipts must support purchases made from outside vendors. Purchases for all in-house postage (postage meter) and reproduction expenses must be supported by usage logs or similar documentation.

   d. Cost Reimbursement: Receipts and other applicable supporting documentation (such as invoices, cancelled checks, and payroll reports for direct charged staff) are required for all expenses incurred for which reimbursement is sought and must be readily available for the Department's review. Paid invoices or receipts must support payments made to subcontractors. Proper documentation is required for all expenses incurred for which reimbursement is sought.

   e. Documentation for Travel: Provider must complete the Department's Authorization to Incur Travel Expense Form (Attachment N/A) and the Department's Voucher for Reimbursement of Travel Expenses

(Attachment N/A) and submit them with the corresponding quarterly invoice.

D. Special Provisions

1. Contract Renewals: This contract may be renewed for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

2. Non-expendable Property Clause: Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of $5,000 or more per unit and an expected useful life of at least one year, and hard-bound books, which are not circulated to students or the general public, with the value or cost of $250 or more. Hardback books with a value or cost of $250 or more should be classified as OCO (Other Capital Outlay) expenditures.

   All such property purchased with funds from this contract must be listed on the property records of Provider. The listing must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement, or disposition of the property.

   All such property purchased with funds from this contract must be inventoried annually and a written non-expendable property inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property must be submitted to the Department along with the expenditure report for the period in which it was purchased.

   Title (ownership) to all non-expendable property acquired with funds from the contract will be vested in the Department upon completion or termination of the contract.

   Provider must not dispose of non-expendable property purchased with funds from this contract except with the permission of the Department in accordance with their instructions.

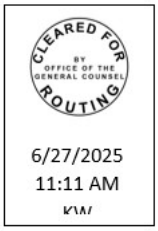
3. Background Screening Requirements: Provider must conduct background screenings or submit an attestation as specified in Section L.1., of the Department's Standard Contract for all persons providing services under this contract. Provider bears the cost to complete the background screening requirements.

4. Drug Screening Requirements: Provider must conduct drug screenings or submit an attestation as specified in Section L.2., of the Department's Standard Contract for all persons providing services under this contract. Provider bears the cost to complete the drug screening requirements.

E. Local Provisions

1. None.

END OF TEXT



BUDGET SUMMARY

Attachment "II"

Provider Name: School District of Manatee County

Budget Start Date: 07/01/26 **Budget End Date:** 06/30/27

Budget Categories	Current Budget	Budget Adjustment	Revised Budget
A. DIRECT PROGRAM COST:			
SALARIES:	$ -		
FRINGE BENEFITS:			
SALARY SUBTOTAL:	$ -	$ -	$ -
ITEMIZED DIRECT EXPENSES:			
RENT:			
UTILITIES:			
COMMUNICATION:			
TRAVEL:			
OFFICE EQUIPMENT:			
OFFICE SUPPLIES:			
INCENTIVES:			
CONTRACTED SERVICE	$221,058.00		
Enter Item			
Enter Item			
DIRECT EXPENSE SUBTOTAL:	$ 221,058.00	$ -	$ -

B. ADMINSTRATIVE/INDIRECT COST:

(Administrative/Indirect cost are capped at **X**% of contract amount.)

ADMINSTRATIVE:	$ -		
INDIRECT:	$ -		
ADMIN. SUBTOTAL:	$ -	$ -	$ -
BUDGET TOTAL:	$ 221,058.00	$ -	$ -

BUDGET REVISIONS: This Budget Summary is supported by the Budget Narrative. The Budget Narrative will remain in the contract file as a supporting document. Any change to the Budget Summary must be support by the Budget Narrative. All revisions to the budget must be approved by the contract manager prior to expenditures being charged to the contract.

Provider's Authorized Representative Signature — Date

Contract Manager's Signature of Approval — Date

Attachment III
Budget Narrative

Provider Name:	School District of Manatee County							
Annual Contract Period Budget Information								
Budget Start Date:	7/1/2026	Budget End Date:	6/30/2027	Budget Amount:	$221,058.00			MA001

A. DIRECT PROGRAM COST

A.1: SALARIES: This section must be completed for staff that perform tasks directly related to the contract deliverables.

Position number	Position Title	Job Position	Full-Time Employment Status	Employee Annual Salary	Employment Status Allocated to Contract	%Salary Allocated to Contract	Amount Allocated to Contract
		See next page for details			NO	0%	$ -
					NO	0%	$ -
					NO	0%	$ -
					NO	0%	$ -
						Total of Direct Salaries Allocated:	$ -

A.2: FRINGE BENEFITS: This section is for fringe benefits for staff that perform tasks directly related to the contract deliverables.

Item of Cost	Details on Item of Cost	Amount Allocated to Contract
		$ -
		$ -
		$ -
		$ -
	Total of Fringe Benefits Allocated:	$ -

A.3: DIRECT EXPENSE: This section is for expense directly related to the performance of the deliverables for the contract.

Item of Cost	Explanation of Need	Amount Allocated to Contract
Medical Services/Contracted	This contract is for the quarterly reimbusement to the School District of Manatee County to provide school health services to students	$221, 058.00
services	students enrolled in and attending Florida public and participating non-public schools in Manatee County. The goal is to appraise,	
	protect, and promote the health of students. Four (4) quarterly payments of $55,2464.50.	
	Total Direct Expenses Allocated:	$221, 058.00
	TOTAL DIRECT PROGRAM ALLOCATION:	$221, 058.00

B. ADMINISTRATIVE EXPENSE (including indirect expense)

B.1: SALARIES: This section must be completed for staff that perform administrative service related to the contract. These salaries can readily be identified.

Last Name	First Name	Job Position	Full-Time Employment Status	Employee Annual Salary	Employment Status Allocated to Contract	%Salary Allocated to Contract	Amount Allocated to Contract
							$ -
						Total of Administrative Salaries Allocated:	$ -

B.2: FRINGE BENEFITS: This section is for fringe benefits for staff performing administrative service related to the contract. These salaries can readily be identified.

Item of Cost	Details on Item of Cost	Amount Allocated to Contract
		$ -
	Total of Administrative Fringe Benefits Allocated:	$ -

B.3: Administrative Expense: This section is for expenses related to the administrative activities associated with the contract.

Item of Cost	Explanation of Need	Amount Allocated to Contract
	N/A FOR THIS CONTRACT	$ -
	Administrative Expenses Allocated:	$ -
	TOTAL ADMINISTRATIVE EXPENSE ALLOCATION:	$ -
	TOTAL CONTRACT BUDGET ALLOCATION:	$221, 058.00

Provider Name:	School Distric of Manatee County								
Annual Contract Period Budget Information									
Budget Start Date:	7/1/2026	Budget End Date:	6/30/2027	Budget Amount:	$221,058.00				

A. DIRECT PROGRAM COST

Section A1 - ONLY

A.1: SALARIES: This section must be completed for staff that perform tasks directly related to the contract deliverables.

Position number	Position Title	Job Position	Full-Time Employment Status	Employee Annual Salary	Employment Status Allocated to Contract	%Salary Allocated to Contract	Amount Allocated to Contract
59018944	Nurse, School, RN	School Nurse	YES	$ 45,170.00	NO	0%	$ -
59007612	Nurse, School, RN	School Nurse	YES	$ 47,237.00	NO	0%	$ -
59007683	Nurse, School, RN	School Nurse	YES	$ 49,230.00	NO	0%	$ -
59007708	Nurse, School, RN	School Nurse	YES	$ 54,103.00	NO	0%	$ -
59007710	Nurse, School, RN	School Nurse	YES	$ 57,354.00	NO	0%	$ -
59007724	Nurse, School, RN	School Nurse	YES	$ 45,170.00	NO	0%	$ -
59007858	Nurse, School, RN	School Nurse	YES	$ 55,169.00	NO	0%	$ -
59007894	Nurse, School, RN	School Nurse	YES	$ 53,103.00	NO	0%	$ -
59008250	Nurse, School, RN	School Nurse	YES	$ 55,169.00	NO	0%	$ -
59008769	Nurse, School, RN	School Nurse	YES	$ 51,996.00	NO	0%	$ -
59009335	Nurse, School, RN	School Nurse	YES	$ 52,037.00	NO	0%	$ -
59009458	Nurse, School, RN	School Nurse	YES	$ 55,164.00	NO	0%	$ -
59009669	Nurse, School, RN	School Nurse	YES	$ 57,314.00	NO	0%	$ -
59009863	Nurse, School, RN	School Nurse	YES	$ 56,230.00	NO	0%	$ -
59009892	Nurse, School, RN	School Nurse	YES	$ 54,129.00	NO	0%	$ -
59010574	Nurse, School, RN	School Nurse	YES	$ 54,103.00	NO	0%	$ -
59010860	Nurse, School, RN	School Nurse	YES	$ 57,314.00	NO	0%	$ -
59011338	Nurse, School, RN	School Nurse	YES	$ 54,129.00	NO	0%	$ -
59011342	Nurse, School, RN	School Nurse	YES	$ 52,037.00	NO	0%	$ -
59011539	Nurse, School, RN	School Nurse	YES	$ 56,236.00	NO	0%	$ -
59011933	Nurse, School, RN	School Nurse	YES	$ 53,103.00	NO	0%	$ -
59015429	Nurse, School, RN	School Nurse	YES	$ 53,103.00	NO	0%	$ -
59015485	Nurse, School, RN	School Nurse	YES	$ 57,314.00	NO	0%	$ -
59015489	Nurse, School, RN	School Nurse	YES	$ 47,237.00	NO	0%	$ -
59015845	Nurse, School, RN	School Nurse	YES	$ 54,103.00	NO	0%	$ -
59017746	Nurse, School, RN	School Nurse	YES	$ 58,558.00	NO	0%	$ -
59017748	Nurse, School, RN	School Nurse	YES	$ 54,129.00	NO	0%	$ -
59017805	Nurse, School, RN	School Nurse	YES	$ 51,043.00	NO	0%	$ -
59017856	Nurse, School, RN	School Nurse	YES	$ 57,314.00	NO	0%	$ -
59018160	Nurse, School, RN	School Nurse	YES	$ 56,230.00	NO	0%	$ -
59018792	Nurse, School, RN	School Nurse	YES	$ 54,103.00	NO	0%	$ -
59019071	Nurse, School, RN	School Nurse	YES	$ 52,037.00	NO	0%	$ -
59019072	Nurse, School, RN	School Nurse	YES	$ 47,237.00	NO	0%	$ -
59019073	Nurse, School, RN	School Nurse	YES	$ 49,107.00	NO	0%	$ -
59019074	Nurse, School, RN	School Nurse	YES	$ 50,173.00	NO	0%	$ -
59019079	Nurse, School, RN	School Nurse	YES	$ 47,237.00	NO	0%	$ -
59018752	Nurse, School, LPN	Clinic Nurse	YES	$ 37,663.36	NO	0%	$ -
59009390	Nurse, School, LPN	Clinic Nurse	YES	$ 38,572.80	NO	0%	$ -
59018012	Nurse, School, LPN	Clinic Nurse	YES	$ 36,016.96	NO	0%	$ -
59008407	Nurse, School, LPN	Clinic Nurse	YES	$ 37,663.36	NO	0%	$ -
59007741	Nurse, School, LPN	Clinic Nurse	YES	$ 36,942.08	NO	0%	$ -
59018138	Nurse, School, LPN	Clinic Nurse	YES	$ 36,016.96	NO	0%	$ -
59008480	Nurse, School, LPN	Clinic Nurse	YES	$ 39,247.04	NO	0%	$ -
59009014	Nurse, School, LPN	Clinic Nurse	YES	$ 36,942.08	NO	0%	$ -
59009350	Nurse, School, LPN	Clinic Nurse	YES	$ 40,313.28	NO	0%	$ -
59008830	Nurse, School, LPN	Clinic Nurse	YES	$ 39,247.04	NO	0%	$ -
59007700	Nurse, School, LPN	Clinic Nurse	YES	$ 36,942.08	NO	0%	$ -
59010699	Nurse, School, LPN	Clinic Nurse	YES	$ 34,417.60	NO	0%	$ -
59017743	Nurse, School, LPN	Clinic Nurse	YES	$ 36,942.08	NO	0%	$ -
59019069	Nurse, School, LPN	Clinic Nurse	YES	$ 33,006.40	NO	0%	$ -
59018942	Nurse, School, LPN	Clinic Nurse	YES	$ 33,006.40	NO	0%	$ -
59008755	Nurse, School, LPN	Clinic Nurse	YES	$ 38,572.80	NO	0%	$ -
59018484	Nurse, School, LPN	Clinic Nurse	YES	$ 36,016.96	NO	0%	$ -
59017744	Nurse, School, LPN	Clinic Nurse	YES	$ 36,942.08	NO	0%	$ -
59009247	Nurse, School, LPN	Clinic Nurse	YES	$ 50,834.56	NO	0%	$ -
59015843	Nurse, School, LPN	Clinic Nurse	YES	$ 36,942.08	NO	0%	$ -
59015419	Nurse, School, LPN	Clinic Nurse	YES	$ 39,247.04	NO	0%	$ -
59008548	Nurse, School, LPN	Clinic Nurse	YES	$ 39,074.56	NO	0%	$ -
59018014	Nurse, School, LPN	Clinic Nurse	YES	$ 36,016.96	NO	0%	$ -
59010058	Nurse, School, LPN	Clinic Nurse	YES	$ 40,234.88	NO	0%	$ -
59008856	Nurse, School, LPN	Clinic Nurse	YES	$ 48,702.08	NO	0%	$ -
59010142	Nurse, School, LPN	Clinic Nurse	YES	$ 38,008.32	NO	0%	$ -
59011343	Nurse, School, LPN	Clinic Nurse	YES	$ 35,311.36	NO	0%	$ -
59008797	Nurse, School, LPN	Clinic Nurse	YES	$ 32,975.04	NO	0%	$ -
59007861	Nurse, School, LPN	Clinic Nurse	YES	$ 36,942.08	NO	0%	$ -
59011226	Nurse, School, LPN	Clinic Nurse	YES	$ 41,285.44	NO	0%	$ -
59009082	Nurse, School, LPN	Clinic Nurse	YES	$ 36,016.96	NO	0%	$ -
59009483	Nurse, School, LPN	Clinic Nurse	YES	$ 37,443.84	NO	0%	$ -
59008490	Nurse, School, LPN	Clinic Nurse	YES	$ 31,407.04	NO	0%	$ -
59009774	Nurse, School, LPN	Clinic Nurse	YES	$ 36,016.96	NO	0%	$ -
59007704	Nurse, School, LPN	Clinic Nurse	YES	$ 44,766.40	NO	0%	$ -
59009539	Nurse, School, LPN	Clinic Nurse	YES	$ 31,407.04	NO	0%	$ -
59009441	Nurse, School, LPN	Clinic Nurse	YES	$ 43,700.16	NO	0%	$ -
59007744	Nurse, School, LPN	Clinic Nurse	YES	$ 43,245.44	NO	0%	$ -
59015486	Nurse, School, LPN	Clinic Nurse	YES	$ 38,572.80	NO	0%	$ -
59018939	Nurse, School, LPN	Clinic Nurse	YES	$ 40,313.28	NO	0%	$ -
59015487	Nurse, School, LPN	Clinic Nurse	YES	$ 31,407.04	NO	0%	$ -
59018793	Nurse, School, LPN	Clinic Nurse	YES	$ 39,639.04	NO	0%	$ -
59016035	Nurse, School, LPN	Clinic Nurse	YES	$ 38,572.80	NO	0%	$ -
59011041	Nurse, School, LPN	Clinic Nurse	YES	$ 49,004.00	NO	0%	$ -
59009401	Health Aide	Health Aide	YES	$ 23,610.00	NO	0%	$ -
59018070	Health Aide	Health Aide	YES	$ 23,610.00	NO	0%	$ -
59008533	Health Aide	Health Aide	YES	$ 23,610.00	NO	0%	$ -
59018134	Health Aide	Health Aide	YES	$ 23,610.00	NO	0%	$ -
59017833	Health Aide	Health Aide	YES	$ 23,680.00	NO	0%	$ -
59007502	Health Aide	Health Aide	YES	$ 32,347.00	NO	0%	$ -
						Total of Direct Salaries Allocated:	**$ -**

ATTACHMENT IV

CONTRACT INVOICE

PROVIDER NAME AND ADDRESS:	PERIOD COVERED BY THIS INVOICE:	CONTRACT: MA001 TITLE: School Board Contract
School District of Manatee County 215 Manatee Ave West Bradenton, FL. 34205	FROM: _____ TO: _____	INVOICE #: _____

A UNIT OF SERVICE	B BUDGET	C RATE	D NO. OF UNITS	E BILLED AMOUNT	F YEAR TO DATE	G BALANCE
Full/Basic Service School Health Services	$221,058.00	$55,264.50	4	$55,264.50		

TOTAL AMOUNT OF FUNDS REQUESTED: _____

I verify that the above report is true and correct, reflected in this period's activities, stipulated by this contract.

_____

SIGNATURE OF PROVIDER AGENCY OFFICIAL

_____ _____

Name and Title Date

APPROVED FOR PAYMENT: I certify that the contract deliverables have been received and meet the terms and conditions of the contract: _____ Clinic Representative: _____ Contract Manager: _____ Contract Manager Supervisor: _____ Date:	**I –** Listing of letter showing total amount awarded and invoice received. **J –** TYPE OF _____ **REGULAR** _____ **FINAL**

ATTACHMENT VI

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. _____ **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

   A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. __X_____ **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. _____ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)** . Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

Note: A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDIT GUIDANCE

PART I: FEDERALLY FUNDED

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends $1,000,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.

3. If a recipient expends less than $1,000,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If a recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, ,2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

Note: An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the System Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

TYPES:

1. **SOC 1** – A report on controls over financial reporting.

   - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.

   - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:

   - Oversight of the organization
   - Vendor management programs
   - Internal corporate governance and risk management processes
   - Regulatory oversight

   - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.

   - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

PART IV: REPORT SUBMISSION

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient electronically to the Federal and the FDOH Single Audit Clearinghouse website addresses below:

   A. The Department of Health, Single Audit Clearinghouse (SAC) website portal:

   SAC Submission (https://fdohsac.azurewebsites.net/)

   Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit a complete audit report package and any management letter issued by an auditor electronically to the Department.

   Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Absent of electronic submission capability or during system maintenance or downtime, prior approval can be obtained to submit report package via email to SingleAudits@flhealth.gov or on an approved electronic storage medium via mail to:

   Florida Department of Health
   Contracts and Grants Management Unit
   Attention: FCAM, Single Audit Review
   4052 Bald Cypress Way, Bin B01
   Tallahassee, FL 32399-1701.

   B. The Federal Audit Clearinghouse (**FAC**), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is:

   https://harvester.census.gov/facweb/

   C. The Florida Auditor General's Office:

   One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (ALN formerly, CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each funded passed through entity:

   A. When applicable, and/or other Federal agencies in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

Note: Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT 1

Contract #: MA001

Federal Award Identification #:_____

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Agency 1_____ ALN# _____Title_____$_____

Federal Agency 2 _____ALN# _____Title_____$_____

TOTAL FEDERAL AWARDS $_____

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

_____

_____

_____

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____Title_____

$_____

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____Title_____

$_____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES

$_____

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

_____

_____

State financial assistance not subject (exempt) to section 215.97, Florida Statutes: $221,058.00

State financial assistance not subject (exempt) to section 215.97, Florida Statutes: $

_____

Matching and Maintenance of Effort *

State Matching resources for federal award(s):

Agency: _____ALN#_____Title_____ $_____

State Maintenance of Effort (MOE) for federal program(s):

Agency: _____ALN#_____Title_____ $_____

***Matching** Resources are subject to Federal single audit and shall be included by recipient when computing the threshold for Federal single audit requirements totals. These amounts shall also be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards. **Whereas **MOE** Resources awarded as state financial assistance are subject to Florida single audit and shall be included by recipient when computing the threshold for Florida single audit requirements totals under section 215.97, Florida Statutes and included in the Schedule of Expenditures of State Awards (SESA).

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

For the purpose of single audit compliance requirements, the Recipient has been determined to be:

_____Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
_____ Recipient/subrecipient subject to 2 CFR § 200.501and/or section 215.97, Florida Statutes
_____ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
__X__ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

For other audit requirements, the Recipient has been determined to be:

_____ Service Organization (SO) subject to SSAE18 reporting requirements

NOTE: If a recipient is determined to be a recipient/subrecipient of federal and/or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Recipients who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5)(c). In all instances, Recipients are required to follow the FDOH agreement terms and conditions, and the Federal passed through agency's grant guidance under **2 CFR, Subtitle B** for additional citations.

STATE FINANCIAL ASSISTANCE. Recipients who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations.

This document and other FDOH instructions may be obtained online through the FL Health website under Audit Guidance. *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Part I: Submission to FDOH

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to recipient and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

  Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted electronically as a single document to the FDOH SAC website address: fdohsac.azurewebsites.net

- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention under the CPA's issued license number: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4520.

Part II: Submission to Federal Audit Clearinghouse

Click Here for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click Here to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

Part III: Submission to Florida Auditor General

Click Here for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office

EXHIBIT 4

Single Audit Data Collection Form

Part 1: GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

☐☐ -- ☐☐☐☐☐☐☐

b. Are multiple EINs covered in this report ☐Yes ☐No

c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #	Name of Entity
☐☐ -- ☐☐☐☐☐☐☐	_____
☐☐ -- ☐☐☐☐☐☐☐	_____
☐☐ -- ☐☐☐☐☐☐☐	_____
☐☐ -- ☐☐☐☐☐☐☐	_____

4. AUDITEE INFORMATON

a. **Auditee name:**

Auditee Primary DUNS#:

b. **Auditee address (number and street)**

City

State **Zip Code**

c. **Auditee contact**
Name:
_____

Title:
_____

d. **Auditee contact telephone**
( ) -
_____

e. **Auditee contact FAX**
( ) -
_____

f. **Auditee contact E-mail**
_____

5. PRIMARY AUDITOR INFORMATION

a. **Primary auditor name:**

b. **Primary auditor address (number and street)**

City

State **Zip Code**

c. **Primary auditor contact**
Name:
_____

Title:
_____

d. **Primary auditor contact telephone**
( ) -
_____

e. **Primary auditor E-mail**
( ) -
_____

f. **Audit Firm License Number**
_____

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date _____/_____/_____

Date Audit Received from Auditor: _____/ _____/ _____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

FLORIDA DEPARTMENT OF HEALTH
RECIPIENT/SUBRECIPIENT AND CONTRACTOR/VENDOR DETERMINATION CHECKLIST FOR STATE/FEDERAL FUNDS

(To be used when project is either funded with state or federal appropriations)

THIS FORM MUST BE COMPLETED AND SIGNED BY EITHER THE BUDGET MANAGER/PRINCIPAL INVESTIGATOR

Entity/Provider Name	School District of Manatee County
Provider's Organization Type	District School Board
Awarding Agency	DOH-Manatee
Title of Federal Grant/State Project	School Health Services
CSFA #/ALN #	n/a
Contract/Grant Agreement Number	MA001

GAA Line #: State Resources - Match: ☐ MOE: ☐ Federal Grant Resources: ☐

Note: In the absence of a state reference annotation, the federal annotation will take precedence.

Approval Requirements - Must answer all questions; each Part (A/B) must be all "Yes" or "No".

Section 1: Recipient/Subrecipient, Contractor/Vendor Determination

PART A

Recipient/Subrecipient. A financial assistance agreement between DOH and an outside entity for the purpose of aiding DOH to carry out a portion of a federal or state program objectives.

YES	NO		
✓		1.	Does the entity determine who is eligible to participate or receive services from the federal and/or state program? (2 CFR §200.330 a.1, 215.97 (1)(a))
✓		2.	Is the scope of work or portion of the agreement the same for the outside entity (provider) as they are for DOH (the prime recipient) of the federal and/or state funds? (2 CFR §200.330 a.2, 215.97 (1)(b))
✓		3.	Can the provider make programmatic decisions about how services will be delivered to participants, with respect to federal and/or state requirements? (2 CFR §200.330 a.3)
✓		4.	Does funding to the provider depends upon the entity's ability for DOH to meet the objectives of a grant award and/or state statutes? (2 CFR §200.330 a.4)

Note: Yes, to the above indicates the following:

- DOH agrees, an agreement is necessary to carry out the objectives of the project (2 CFR §200.330 a.5)
- The provider understands matching, maintenance of effort or other local non-federal resources may be required as condition to support the award, when it is applicable (2 CFR §200.330 a.5, 215.97 (2)(s))
- The provider's financial costs will be subject to actual cost of reimbursements (i.e. Cost Neutral). (2 CFR §200.330 a.5)

PART B

Contractor/Vendor. A competitive procurement relationship between DOH and an outside organization to acquire goods and services for DOH's own use or consumption.

YES	NO		
	✓	5.	Is it within the entity's normal business operation to provide the goods or services being procured to different buyers/consumers? (2 CFR §200.330 b.1/b.2, 215.97 (2)(z))
	✓	6.	Does the entity operate in a competitive open market environment with proprietary ownership? (2 CFR §200.330 b.3/b.5
	✓	7.	Can the entity generate a profit from procuring this agreement? (2 CFR §200.330 b.3)
	✓	8.	Can the entity deliver the goods and services as designated by DOH without regard to federal/state programmatic requirements? (2 CFR §200.330 b.4)

- **Determination:**

  (a) Yes to questions 1-4, the Department has a **recipient/subrecipient** relationship with the provider. (Compliance Requirement: for federal & state match - use the grant ALN #, for state non-match - use the CSFA #)
  (b) Yes to questions 5-8 the relationship with the provider is a **contractor/vendor**.
  (c) Note: Any other combination, use the **Work Sample** for a final determination.

☑	**Recipient/Subrecipient**	☐	**Contractor/Vendor**

Determined by: Diana E. Zavala **TITLE:** Business Manager **(Date)** 03/11/2026
(Name of Budget Manager/Principal Investigator)

Approved by: _____ 03/11/26
(Signature of Budget Manager/Principal Investigator) **(Date)**

☐ **check if a New CSFA is required**

Section 2: Single Audit Designation (Federal/State)

This section must be completed to indicate if the provider is required to have a State/Federal Single Audit performed. Mark "**X**" for the appropriate designation.

FEDERAL/STATE SINGLE AUDIT IS REQUIRED:

2.a ☒ **Recipient/subrecipient** subject to 2 C.F.R. § 200.501 when expenditures exceed the federal threshold level of $1,000,000.00 and/or section 215.97, Florida Statutes when expenditures exceed the state threshold level of $750,000.00.

PROVIDER IS EXEMPT FROM SINGLE AUDIT:

2.b ☐ **Contractor** not subject to 2 C.F.R. § 200.501 and/or section 215.97(2)(z), Florida Statutes

3.b ☐ **For-profit subrecipient**. (Use Exemption on Exhibit 2 of Financial and Compliance Attachment) Since this part does not apply to for-profit subrecipients, DOH or the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient' s compliance responsibility. Methods to ensure compliance for **Federal awards** made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. (215.97 (2)(g)

4.b ☐ **Higher Education Entity** This designation only applies to the Florida College System institution or a state university receiving state financial assistance funds. For federal financial assistance, these entities along with other state agencies must be classified as subrecipients (pass-thru federal funds) and will be subject to federal single audit even if expenditures for the DOH contract do not exceed the federal threshold limit of
$1,000,000.00 (2 CFR Part 200, Appendix III, 215.97 (2)(h))

- Note: **Higher Education or Other State Government Entities** receiving audit exemption from Section 215.97 F.S. are expected to pass on the audit requirements to their providers when the state financial assistance funds are sub-granted to non-state entities.

ATTACHMENT V

School Site Designations

I. Full-Service School Site

Southeast High School, located at 1200 37th Ave E, Bradenton, FL 34208, is designated as the Full-Service school site for Manatee County School Health Services in accordance with section 402.3026, F.S. and reflected in the current School Health Services Plan.

II. Comprehensive School Sites

The following schools are designated as comprehensive school sites in the Manatee County School Health Services program:

- Abel Elementary located at 7100 Madonna Place, Sarasota, FL34243
- Ballard Elementary located at 912 18th Street W, Bradenton, 34205
- Daughtry Elementary located at 515 63rd Avenue E, Bradenton, 34203
- Manatee Elementary located at 1609 6th Avenue E, Bradenton, 34208
- Miller Elementary located at 601 43rd Street W, Bradenton, 34209
- Samoset Elementary located at 3300 19th Street E, Bradenton, 34208
- Sea Breeze Elementary located at 3601 71st Street W, Bradenton, 34209
- Sugg Middle School located at 5602 38th Avenue W, Bradenton, 34209
- Tillman Elementary located at 1415 29th Street E, Palmetto, 34221

III. Basic School Sites

The following schools are designated as basic school sites in the Manatee County School Health Services program:

- Anna Maria Elementary located at 4700 Gulf Drive N, Holmes Beach, FL 34217

- Bashaw Elementary located at 3515 Morgan Johnson Road, Bradenton, FL 34208
- Bayshore High located at 5401 34th Street W, Bradenton, FL 34210
- Bayshore Elementary located at 6120 26th Street W, Bradenton, FL 34207
- Blackburn Elementary located at 3904 17th Street E, Palmetto, FL 34221
- Braden River High located at 6545 SR 70 E, Bradenton, FL 34203
- Braden River Elementary located at 6125 River Club Blvd., Bradenton, FL 34202
- Braden River Middle located at 6215 River Club Blvd., Bradenton, FL 34202
- Buffalo Creek Middle located at 7320 69th Street E, Palmetto, FL 34221
- Freedom Elementary located at 9515 SR 64 E, Bradenton, FL 34212
- Gullett Elementary located at 12125 44th Avenue E, Bradenton, FL 34211
- Haile Middle located at 9501 SR 64 E, Bradenton, FL 34212
- Harllee Center located at 6423 9th Street E, Bradenton, FL 34203
- Harvey K-8 Copperstone located at 8610 115th Avenue E, Parrish, FL 34219
- Harvey K-8 North River Ranch located at 11620 North River Trail, Parrish FL, 34219
- Horizons Academy located at 1910 27th Street E, Bradenton, FL 34208
- Mona Jain Middle located at 12205 44th Avenue E, Bradenton, FL 34211
- Johnson K-8 located at 2121 26th Avenue E, Bradenton, FL 34208
- King Middle located at 600 75th Street NW, Bradenton, FL 34209
- Kinnan Elementary located at 3415 Tallevast Road, Sarasota, FL 34243
- Lake Manatee K-8 located at 17210 Academic Avenue, Lakewood Ranch, FL 34211

- Lakewood Ranch High located at 5500 Lakewood Ranch Blvd., Bradenton, FL 34211
- Lee Middle located at 4000 53rd Avenue W, Bradenton, FL 34210
- Lincoln Memorial Middle located at 305 17th Street E, Palmetto, FL 34221
- Manatee High located at 902 33rd Street Court W, Bradenton, FL 34205
- McNeal Elementary located at 6325 Lorraine Road, Bradenton, FL 34202
- Mills Elementary located at 7200 69th Street E, Palmetto, FL 34221
- Moody Elementary located at 5425 38th Avenue W, Bradenton, FL 34209
- Myakka City Elementary located at 37205 Manatee Avenue, Myakka City, FL 34251
- Nolan Middle located at 6615 Greenbrook Blvd., Bradenton, FL 34202
- Oneco Elementary located at 5214 22nd Street Court E, Bradenton, FL 34203
- Palma Sola Elementary located at 6806 5th Avenue NW, Bradenton, FL 34209
- Palmetto High located at 1200 17th Street W, Palmetto, FL 34221
- Palmetto Elementary located at 1540 10th Street W, Palmetto, FL 34221
- Palm View K-8 located at 6025 Bayshore Road, Palmetto, FL 34221
- Parrish Community High located at 7505 Fort Hamer Road, Parrish, FL 34219
- Prine Elementary located at 3801 Southern Parkway, Bradenton, FL 34205
- Rogers Garden-Bullock Elementary located at 515 13th Avenue W, Bradenton, FL 34205
- Rye Ranch Elementary located at 18450 Legacy Preserve Drive, Parrish, FL 34219
- Stewart Elementary located at 7905 15th Avenue NW, Bradenton, FL 34209

- Tara Elementary located at 6950 Linger Lodge Road, Bradenton, FL 34203
- Veterans Elementary located at 6950 Linger Lodge Road, Bradenton, FL 34203
- Williams Elementary located at 3404 Fort Hamer Road, Parrish, FL 34219
- Willis Elementary located at 14705 The Masters Avenue, Bradenton, FL 34202
- Witt Elementary located at 200 Rye Road E, Bradenton, FL 34212

IV. Charter School Sites

The following schools are Charter school sites in the Manatee County School District:

- Bradenton Bay High located at 817 Manatee Avenue West, Bradenton, FL 34205
- HOLA! Elementary 1419 located at 10th Street East, Palmetto, FL 34221
- Imagine Charter School North located at 9275 49th Ave East, Palmetto, FL 34221
- Imagine Charter School Lakewood Ranch located at 10535 Portal Crossing, Bradenton, FL 34211
- Lakewood Ranch Preperatory Academy located at 5550 White Eagle Boulevard, Lakewood Ranch, FL 34211
- Manatee Charter School located at 4550 30th Street East, Bradenton, FL 34203
- Manatee School for The Arts located at 700 Haben Boulevard, Palmetto, FL 34221
- Manatee School of Arts and Sciences located at 3700 32nd Street West, Bradenton, FL 34205
- North River Charter Academy located at 8605 Erie Road, Parrish, FL 34219
- Oasis Middle School located at 6417 3rd Avenue West, Bradenton, FL 34209

- Palmetto Charter School located at 1601 17th Street West, Palmetto, FL 34221
- Parrish Charter Academy located at 8605 Erie Road, Parrish, FL 34219
- Rowlett Middle Academy located at 400 30th Avenue West, Bradenton, FL 34205
- SCF Collegiate School located at 5840 26th Street West, Bradenton, FL 34207
- Team Success located at 202 13th Avenue East, Bradenton, FL 34208
- Visible Men Academy located at 1007 21st Street East, Bradenton, FL 34208
- William Monroe Rowlett Academy Elementary located at 3500 9th Street East, Bradenton, FL 34208

Form☐ Client ☐ Non-Client
☐ Multi-County

STATE OF FLORIDA
DEPARTMENT OF HEALTH
FINANCIAL ASSISTANCE STANDARD CONTRACT

☒ State Funds
☐ Federal Funds

THIS CONTRACT, which includes Attachment I and the accompanying attachments and exhibits, is entered into between the State of Florida, Department of Health, hereinafter referred to as the Department", and School District of Manatee County hereinafter referred to as the "Provider", each a "party" and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

A. To provide services in accordance with the terms specified in Attachment I attached hereto

B. To the Following Governing Law:

1. **State of Florida Law:** This Contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this Contract.
2. **Federal Law:**
   a. If this Contract contains federal funds, Provider must comply with public law section 106-107, the provisions of 2 C.F.R. part 200, and other applicable regulations as specified in the Contract.
   b. If this Contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
   c. If this Contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
   d. If this Contract contains federal funds and is over $100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
   e. If this Contract contains federal funding more than $100,000, Provider must, prior to Contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager and must be completed prior to Contract execution. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
   f. [Reserved].
   g. If this Contract contains federal funds, Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education, or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this Contract.
   h. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, as revised, collectively referred to as "HIPAA."
   i. **Use and Disclosure of Confidential Women, Infant and Children (WIC) Information:** When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii). If Provider is determined to be a sub-recipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (D-U-N-S) number and registering with

the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid D-U-N-S number and evidence of registration (i.e., a printed copy of the completed SAM registration) in SAM to the Contract Manager. To request a D-U-N-S number visit https://fedgov.dnb.com/webform and to obtain registration and instructions for SAM, visit https://sam.gov/.

C. Audits, Records (including electronic storage media), and Records Retention

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract.
2. To retain financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a period of six years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract.
3. Upon completion or termination of this Contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.337, as revised, will have full access to and the right to examine any of Provider's records and documents related to this Contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record-keeping requirements are included in all subcontracts and assignments. Provider agrees to provide such records, papers, and documents, outlined in paragraphs 1 through 4 above, to the Department within 10 business days after the request is made in accordance with section 216.1366, Florida Statutes.
6. Consistent with the recipient or subrecipient requirements as specified in Attachment VII, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 as revised, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
   a. **Documentation:** Maintain separate accounting of revenues and expenditures of funds under this Contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures that support Provider's activities not solely authorized under this Contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
   b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this Contract which evidences that expenditures are:
      1) Allowable under the Contract and applicable laws, rules, and regulations.
      2) Reasonable; and
      3) Necessary for Provider to fulfill its obligations under this Contract.

      All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
   c. **Annual Financial Report:** Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this Contract with the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this Contract.
   d. Ensure that funding received under this Contract in excess of expenditures is remitted to the Department within 45 days of the end of each Contract year and the Contract end date.
   e. **Annual Compensation Report:** If applicable, Provider must submit Attachment N/A, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each Contract year. Total compensation must include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If Provider is exempt from filing IRS Form 990, submit Attachment N/A without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to Provider. In addition, Provider, by executing this Contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in Provider's submitted Annual Compensation Reports.

7. **Public Records:** Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the Contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the Contract term and following completion of the Contract if Provider does not transfer the public records to the Department. Upon completion of the Contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the Contract services. If Provider transfers all public records to the Department upon completion of the Contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the Contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this Contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

   If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this Contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

8. **Coordination of Contracted Services:** Pursuant to section 287.0575(2), Florida Statutes, if Provider has more than one Contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services Contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each Contracting state agency and the applicable office or program issuing the Contract; b) the identifying name and number of each Contract; c) the starting and ending date of each Contract; d) the amount of each Contract; e) a brief description of the purpose of the Contract and the types of services provided under each Contract; f) the name and contact information of the contract manager.
9. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
10. **Cooperation with the Florida Senate and the Florida House of Representatives:** Pursuant to section 287.058(7), Florida Statutes, Provider agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as requested. Provider is strictly prohibited from enforcing any nondisclosure clauses that conflict with this requirement.
11. **Exit Transition Services:** If applicable, Provider must provide to the Department, or its designee, all reasonable services necessary for the transfer of knowledge regarding the services and deliverables provided under the Contract to facilitate the orderly transfer of such services to the Department or its designee. If the Department determines that Exit Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the Contract, at no cost to the Department, or as agreed upon by the Parties in writing.

D. Monitoring by the Department and Dispute Resolution:

1. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this Contract and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this Contract. The Provider must provide the requested records, papers, and documents to the Department within 10 business days after the request is made. Following the Department's monitoring, the Department may provide the Provider with a written report specifying the noncompliance and request a Corrective Action Plan to be carried out by the Provider. At the sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this Contract for cause, demand

the recoupment of funds from subsequent invoices under this Contract, or demand repayment pursuant to the terms set forth in this Contract.

2. **Dispute Resolution:** Any dispute concerning the performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination specified in this Contract.

E. Indemnification and Limitation of Liability

1. **Indemnification:**
   a. This section is not applicable to contracts executed with State agencies or subdivisions, as defined in section 768.28, Florida Statutes.
   b. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
   c. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department. Only adjudication or judgment after the highest appeal is exhausted specifically finding Provider not liable will excuse the performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify.
   d. Nothing in this Contract shall be construed as the Department agreeing to indemnify the Provider.
3. **Limitation of Liability:** For all claims against the Provider under the Contract, and regardless of the basis on which the claim is made, the Provider's liability under the Contract for direct damages will be limited to the greater of $500,000.00, the dollar amount of the Contract, or two times the charges rendered by the Provider under the Contract. This limitation will not apply to claims arising under the Indemnification paragraph contained in section E.1. above. Unless otherwise specifically enumerated in the Contract, or where such limitation is unconscionable under law, no party will be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Provider to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Department and the State may, in addition to other remedies available to them at law or equity and upon notice to the Provider, retain such monies from amounts due Provider as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The Department and the State may set off any liability or other obligation of the Provider or its affiliates to the Department or the State against any payments due to the Provider under the Contract. Nothing contained herein negates the sovereign immunity protections provided to State agencies or subdivisions, as defined in section 768.28, Florida Statutes.

F. Insurance: To maintain insurance sufficient to adequately protect the Department from all liability and property damage and hazards that may result from Provider's performance under this contract. Provider must always hold such insurance during the existence of this Contract and any renewal(s) and extension(s) of it. Upon execution of this Contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability, workers compensation, and property damage insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this Contract. Upon the execution of this Contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.

G. Safeguarding Information: Provider will not use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with State and federal law except upon written consent of the recipient or the responsible parent or guardian when authorized by law.

H. Assignments and Subcontracts

1. **Assignment:** Provider will not assign the responsibility of this Contract to another party without the prior written approval of the Department, which will not be unreasonably withheld. Any assignment or transfer otherwise occurring without the Department's approval will be null and void and the Provider will not be paid for such assigned services. This Contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to perform the Provider's obligations. The Department will be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental entity or as required under Florida law upon prior written notice to Provider.
2. **Subcontracts:**
   a. Provider will be responsible for all work performed and all expenses incurred for this Contract. Provider will not subcontract any work contemplated under this Contract without the prior written approval of the Department. If the Department permits Provider to subcontract under this Contract, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits the Provider to subcontract, such permission will be indicated in Attachment I. If Provider subcontracts any of the services performed under the Contract without obtaining the Department's prior written approval, such action will be null, and void and Provider will not be paid for such subcontracted services.
   b. Unless otherwise stated in the Provider's Contract with the subcontractor, payments must be made within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Provider to be paid by the Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

I. Return of Funds: Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Contract that were paid to Provider by the Department. If Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this Contract or through collection proceedings.

J. Transportation Disadvantaged: If clients are to be transported under this Contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Florida Administrative Code, Chapter 41-2 and submit reports as directed by the Department.

K. Purchasing

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** Pursuant to section 946.515(2), Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the Department insofar as dealings with such corporation are concerned. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459 or visiting http://www.pride-enterprises.org.
2. **Procurement of Materials with Recycled Content:** Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. **MyFloridaMarketPlace Vendor Registration:** Each Provider doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code, Rule 60A-1.033.
4. **MyFloridaMarketPlace Transaction Fee:**
   a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(24), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.

b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the Provider. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Florida Administrative Code, Rule 60A-1.031(2).

c. Provider will receive a credit for any Transaction Fee paid by the Provider for the purchase of any item, if such item is returned to Provider through no fault, act, or omission of Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Provider's failure to perform or comply with the specifications or requirements of this Contract. Failure to comply with these requirements will constitute grounds for declaring the Provider in default and recovering reprocurement costs from the Provider in addition to all outstanding fees. A Provider delinquent in paying transaction fees may be excluded from conducting future business with the State.

5. **Alternative Contract Source:** This Contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Florida Administrative Code, Rule 60A-1.045.
6. **Registered to do Business with the State:** All limited liability companies, corporations, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively prior to Contract execution.
7. **Taxes:** The Department is generally exempt from all federal, state, and local taxes and no such taxes must be included in the price of the Contract. The Department will have no responsibility for the payment of taxes that become payable by Provider or its subcontractors in the performance of the Contract.

L. Background Screening Requirements and Drug Screening Requirements:

1. **Background Screening Requirements:** In the Department's sole and exclusive discretion, it may determine that background screening of some or all the Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, the Provider agrees to the following:
   a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
   b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
   c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
   d. Be responsible for any costs incurred in meeting this screening requirement.
2. **Drug Screening Requirements:**
   a. If the Provider's officers, agents, employees, subcontractors, or assignees (collectively "individuals") are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this Contract, then a drug test must be performed prior to the individual being allowed to start work under this Contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this Contract until they have been cleared by the Department.
   b. If at any time while performing services under this Contract reasonable suspicion exists to believe that the Provider's staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, are under the influence of or impaired by drugs, the Department reserves the right to require the individual to undergo drug testing. The Department may require the individual to cease performing services pending drug test results. In the event of a positive drug test, the Provider must notify the Department in writing and at which time the Department may request a replacement of equal or superior skills and qualifications of the prior individual.
   c. The Provider is responsible for any costs associated with meeting this screening requirement.

M. Civil Rights Requirements:

1. Provider, including its officers, agents, employees, subcontractors, or assignees must review the following policies and procedures as directed by the Department: Policy for Access to Programs and Activities; Procedure for Access to Programs and Activities; Language and Disability Access Plan; and the Civil Rights Training for Access to Programs and Activities.
2. Upon contract execution and each subsequent year thereafter, the Provider must complete the Department's Civil Rights Compliance Checklist and submit it as directed by the Department.

N. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractor, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Provider, its officers, agents, employees, subcontractor, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in the Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

O. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as Provider's name.

P. Final Invoice: To submit the final invoice for payment to the Department as specified in Attachment I or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.

Q. Use of Funds for Lobbying Prohibited: Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Public Entity Crime, Discriminatory Vendor, Antitrust Violator Vendor List, and Scrutinized Companies

1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Provider, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. **Scrutinized Companies:**
   a. The following paragraph applies regardless of the dollar value of the good or services provided: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in

statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

b. The following paragraph applies only when goods or services to be provided are $1 million or more: In accordance with the requirements of section 287.135, Florida Statutes, the Provider certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

4. **Antitrust Violator Vendor List:** Pursuant to section 287.137(2)(a), "[a] person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
5. **Department Notification Requirements:** Provider must notify the Department in writing if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the term of the Contract.

S. Patents, Copyrights, Royalties, and Ownership of Property

1. Provider shall not assert any rights to a) intellectual property created or otherwise developed specifically for the Department under this Contract or any prior agreement between the parties (which includes any deliverables); b) intellectual property furnished by the Department; and c) any data collected or created for the Department. Provider shall transfer all such intellectual property or data to the Department upon completion, termination, or cancellation of the Contract and prior to payment of the final invoice. If the Department or State has the authority to assert a right in any of the intellectual property or data, Provider shall assist, if necessary, in the assertion of such right. Provider must inform the Department of any inventions or discoveries developed in connection with this Contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this Contract. All copyrights accruing under or in connection with the performance of the Contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
4. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such Department-controlled intellectual property rights shall belong to the Department, unless otherwise specified by applicable State law.
5. Notwithstanding the foregoing, and unless otherwise specified in the Attachment I, Provider's intellectual property rights that preexist this Contract will remain with Provider unless such preexisting software or work was developed under a previous Contract with the Department.
6. The following is only applicable to contracts executed with State universities, as defined in section 1001.705, Florida Statutes:
   a. Provider will retain ownership of all intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.
   b. Provider must notify the Florida Department of State of any intellectual property developed as part of this contract in accordance with section 1004.23, Florida Statutes. Provider grants the state of Florida an irrevocable,

nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.

c. If this contract is paid for with federal funds, Provider will grant the awarding federal agency an irrevocable, nonexclusive, and royalty-free license to use all intellectual property developed under this contract for the complete lifetime of the intellectual property rights.

T. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

U. Electronic Fund Transfer: Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

V. Information Security and Confidentiality of Data, Files, and Records:

1. **Information Security:** The State requires that all data generated, used, or stored by Provider pursuant to this Contract reside and remain in the United States and not be transferred outside of the United States. The State also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.
2. **Confidentiality of Data, Files, and Records:** Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this Contract in accordance with applicable state and federal laws, rules, and regulations and any Department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by Provider upon execution of this Contract, including any amendments. The Department will provide any Department program-specific supplemental protocols to Provider and reserves the right to update such protocols throughout the term of the Contract. The Provider agrees that it will continue to comply with all protocols, as updated and supplemented, throughout the duration of this Contract. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant, and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information as defined in 45 CFR § 160.103. Provider must comply with any applicable professional standards of practice with respect to the confidentiality of information.
3. **Business Associate Agreement:** If applicable, Provider must execute Attachment **NA**, Business Associates Agreement prior to receiving any Protected Health Information, as defined in 45 CFR § 160.103, from the Department.
4. **Acceptable Use and Confidentiality Agreement:** If applicable, and Provider requires access to the Department's network under the Contract, Provider must execute Attachment **NA**, Acceptable Use and Confidentiality Agreement prior to accessing the network.

W. Venue and Remedies for Default:

1. **Venue:** Venue for any legal actions arising from this Contract must be in Leon County, Florida, to the exclusion of any other jurisdiction unless the Contract is entered into by one of the Department's County health departments, in which case, venue for any legal actions will be in the county in which the county health department is located. Each party hereby consents to the jurisdiction of such court and irrevocably waives, to the maximum extent permitted by law, any objection or defense of lack of jurisdiction or inconvenient forum. In the event of a dispute, each party is responsible for their own attorney fees and costs unless otherwise prohibited by law.
2. **Remedies for Default:** Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in Section III., paragraph B. 3., below.

X. Force Majeure: Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike, or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If Provider believes an excusable delay has occurred, Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks

and deliverables affected by the delay. Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the Contract is tolled for any reason, Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to Provider.

Y. **Employment Eligibility Verification**: Provider is required to use the U.S. Department of Homeland Security's E-Verify system, located at https://www.e-verify.gov to verify the employment eligibility of all newly hired employees used by Provider under this Contract. Provider must also include in related subcontractors, if authorized under this Contract, a requirement that subcontractors performing work under this Contract use the E-Verify system to verify employment eligibility of all newly hired employees. Failure to comply with the requirements of section 448.095, Florida Statutes, will result in the Contract being terminated.

Z. **USDA WIC Services:** Provider agrees to abide by the following requirements if the Contract is related to services or commodities being provided to WIC applicants or participants: Assurance of Civil Rights Compliance: Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records, and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other Contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees if it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

AA. **Replacement of Provider staff:** The Department may request the removal or replacement of Provider staff, which includes, but is not limited to, Provider's officers, agents, employees, subcontractors, or assignees, from performing services under this Contract. The Provider's offered replacement must have equal or superior skills and qualifications of the prior individual.

BB. **Purchase of Motor Vehicles:** Pursuant to section 287.14(3), Florida Statutes, funds received under this Contract cannot be used to purchase or allow for the continuous lease of any motor vehicle unless funds were appropriated by the Legislature. This requirement does not apply to motor vehicles needed to meet unforeseen or emergency situations if approved by the Executive Office of the Governor after consultation with the legislative appropriations committees.

CC. Pharmacy Benefit Manager Services: Pursuant to Fla. Exec. Order No. 22-164, if this Contract is for the provision of Pharmacy Benefit Manager Services (PBM), Provider's PBM is prohibited from the use of spread pricing and financial claw backs. Provider agrees to have data reporting measures, including, but not limited to, data regarding rebates and payments from drug manufacturers, insurers, and pharmacies, if applicable, available to the Department for review. Any information provided by the Provider may only be collected, shared, or disclosed in accordance with federal and state law, including any relevant privacy laws related to proprietary or confidential information.

DD. Notice Requirements: Any notices provided under this Contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section III.D., below.

II. METHOD OF PAYMENT

A. Contract Amount: The Department agrees to pay the Provider for the completion of the deliverables as specified in Attachment I, in an amount not to exceed $221,058.00, subject to the availability of funds. The state of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.

B. Contract Payment:

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where reimbursement of travel expenses is allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this Contract specifies otherwise. Except for payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or Contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to the Provider due to preparation errors will result in a payment delay. Interest penalties of less than one dollar will not be enforced unless the Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
4. **Bonuses:** Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution must be submitted to the Contract Manager for review prior to Contract funds being allocated for such payment. The Department reserves the right to refuse Provider's request to allocate any Contract funds for the payment of bonuses.
5. **Florida Substitute Form W-9:** Provider is required to submit a substitute W-9 form to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at https://flvendor.myfloridacfo.com. Any subsequent changes to Provider's W-9 must be made on this website; however, if the Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

C. Vendor Ombudsman: A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

D. Counterparts; Electronic Signatures: This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or another electronic medium shall have the same force and effect as an original signature.

III. PROVIDER CONTRACT TERM

A. Effective and Ending Dates: This Contract will begin on 07/01/2026. It will end on 06/30/2027.

B. Termination

1. **Termination at Will:** This Contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Provider will be compensated for any work completed prior to the effective date of the termination.
2. **Termination Because of Lack of Funds:** In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' written notice to Provider. The Department will be the final authority as to the availability and adequacy of funds. Provider will be compensated for any work completed prior to the effective date of the termination.
3. **Termination for Breach:** This Contract may be terminated for material breach upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the Department's right to terminate the Contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring, or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies shall include offsetting any sums due to Provider under the Contract, and any other remedies at law or in equity.

C. Modification: Any modifications to this Contract must be in writing and executed by the parties.

D. Contract Representatives Contact Information:

1. The name, mailing address, email address, and telephone number of Provider's official payee to whom the payment will be made is:

   School District of Manatee County
   215 Manatee Ave West
   Bradenton, FL. 34205

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

   Catherine Miley Hayden
   School District of Manatee County
   215 Manatee Ave. West, Bradenton FL. 34205
   941-708-8770 ext. 41111 mileyc@manateeschools.net

3. The name, mailing address, email address, and telephone number of the Department's Contract Manager is:

   Elizabeth Herrera
   410 6th Avenue East, Bradenton FL. 34208
   Elizabeth.herrera@flhealth.gov
   941-714-7591

4. The name, mailing address, email address, and telephone number of Provider's representative responsible for administration of the program under this Contract is:

   Diane Nixon
   2501 63rd Ave East, Bradenton FL. 34203
   941-751-6550 Ext 43284
   Nixond2@manateeschools.net

5. Provide written notice to the other party of any changes in the above Contract representative's contact information. Any such changes will not require a formal amendment to this Contract.

E. All Terms and Conditions Included: This Contract and its attachments and exhibits as referenced, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is found to be illegal or unenforceable, the remainder of the Contract will remain in full force and effect and such term or provision will be stricken.

END OF TEXT

IN WITNESS THEREOF, the parties hereto have caused this 50 page Contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above Contract and agree to the terms contained within it.

PROVIDER:	**STATE OF FLORIDA, DEPARTMENT OF HEALTH**
SIGNATURE:	**SIGNATURE:**
PRINT/TYPE NAME:	**PRINT/TYPE NAME:**
TITLE:	**TITLE:**
DATE:	**DATE:**
STATE AGENCY 29-DIGIT FLAIR CODE: 64202141001642007004110077700	**BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.OF**
FEID# (PLUS 3-DIGIT SEQ.) (OR SSN): 59-600728	
PROVIDER FISCAL YEAR ENDING DATE: June 30	

AGENDA ITEM NO. 9.34

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Veterans Elementary School Utility Right of Way and Encroachment Agreement (No Financial Impact)

Executive Summary
Veterans Elementary School is located at 6360 Maidenstone Way, Palmetto. Florida Power & Light Company has a permanent easement located along the North line of the South half Buckeye Road. School District intends to construct an access drive with turn lanes and expanded apron, which will include minor reshaping of existing grades, installation of a roadway base, a sidewalk, and minor surface drainage, within the Florida Light and Power easement and requires an Utility Right of Way and Encroachment Agreement to authorize construction of the improvements.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Veterans Elementary School Encroachment Agreement (No Financial Impact).

Financial Impact
No financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Veterans Utility Right of Way & Encroachment Agreement

Structure No.: 122N3
Section, Township, Range: 9 T33S R18E
Easement No.: W001c0040 W004b0140
Parcel ID: N/A
(Maintained by County Appraiser)
CA1570 Artisan Lakes Elementary

UTILITY RIGHT-OF-WAY CONSENT AND PETROLEUM PIPELINE ENCROACHMENT AGREEMENT

THIS UTILITY RIGHT-OF-WAY CONSENT AND PETROLEUM PIPELINE ENCROACHMENT AGREEMENT ("**Agreement**") is made as of the latest of the parties' respective dates of execution of this Agreement as set forth on the signature page(s) hereto, by and between Florida Power & Light Company, a Florida corporation ("**Company**") and the School Board of Manatee County, a public body corporate organized and existing under the laws of the State of Florida ("**Licensee**").

Recitals

WHEREAS, Company is the holder of that certain [easement agreement] recorded in Official Records Book 638 at Page 56 and Official Record Book 262 at Page 385 as modified by Official Record Book 646 at Page 314, of the Public Records of Manatee County, Florida ("**Easement**");

WHEREAS, Licensee desires to use that certain portion of the lands encumbered by the Easement as more particularly depicted and described on Exhibit A attached hereto and made a part hereof ("**Lands**") solely for the purpose of constructing an access drive with turn lanes and expanded apron, which may include minor reshaping of existing grades, installation of roadway base, a sidewalk, and minor surface drainage (collectively, the "**Approved Use**") as shown on the plans and specifications submitted by Licensee and approved by Company ("**Approved Plans**"), a copy of which Approved Plans are attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Company is willing to consent to Licensee's use of the Lands in accordance with the Approved Plans upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. Licensee agrees to obtain all necessary rights from the owner(s) of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's Approved Use; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the Approved Use of the Lands by Licensee pursuant to this Agreement. Licensee further agrees that the Approved Use shall be conducted in strict accordance with, and limited to, those activities expressly specified in the Approved Plans.

3. Licensee understands and agrees that the Approved Use of the Lands is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. It is understood and agreed that, except as set forth in this Agreement, all of Company's rights under the Easement will remain in full force and effect. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including any roads, parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, roads, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and

make said relocation, alteration, or removal of Licensee's facilities, equipment, roads, parking spaces and areas, and other improvements and Licensee hereby agrees to immediately reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

4. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

5. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery within the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the Approved Use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and fifty (150) foot wide area, clear of any activities, with a lineal measurement of seventy-five (75) feet on each side of the centerline of Company's existing and planned facilities. Licensee agrees to properly ground any fence located on the Lands in accordance with Company's specifications.

6. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within the Lands, and any outdoor lighting installed or to be installed upon the Lands by Licensee shall not exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures shall be of a non-metallic material.

7. Any sprinkler systems installed or to be installed by Licensee upon the Lands shall be constructed of a non-metallic material and sprinkler heads must be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground sprinkler systems shall not be installed within or across Company patrol or finger roads and any underground systems crossing said patrol and finger roads shall be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt and required execution of Company's Form 360, a copy of which is attached hereto as Exhibit C, prior to the commencement of any construction within the Lands.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, including hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The Approved Use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein to the contrary, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands, including the Approved Use, and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement, or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to indemnify and save harmless Company, its

parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost, and expense.

13. Licensee shall, and shall cause each of Licensee's contractors and subcontractors performing work in connection with the project during the period of this Agreement, to procure and maintain at Licensee's and such contractors' and subcontractors' sole expense, the following minimum insurance, with insurers with a rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) General Liability insurance with limits of $3,000,000 for bodily injury or death of person(s) and property damage per occurrence, which shall insure against obligations assumed by Licensee in the indemnity provision set forth in Paragraphs 3 and 12 above, (ii) Workers' Compensation Insurance for statutory obligations imposed by applicable laws, (iii) Employers' Liability Insurance with limits of $1,000,000 for bodily injury per accident, by disease per policy and disease per employee and, (iv) Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of $1,000,000 combined single limit. Except for the Workers' Compensation Insurance, License shall name Company as an additional insured and provide for a waiver or subrogation in favor of Company. Upon execution of this Agreement, License shall provide evidence of the required insurance coverage in the form of an ACORD certificate to Company evidencing that said policy of insurance is in force and will not be cancelled or non-renewed so as to affect the interests of Company until thirty (30) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company by Licensee. Licensee understands and agrees that the Approved Use is expressly contingent upon acceptance and compliance with the provisions contained herein.

Licensee shall be responsible for managing and administering all insurance policies required hereunder, including the payment of all deductibles and self-insured retention amounts, the filing of all claims and the taking of all necessary and proper steps to collect any proceeds on behalf of the relevant insured person or entity. Licensee shall at all times keep Company informed of the filing and progress of any claim. If Licensee shall fail to perform these responsibilities, Company may take such action as it determines appropriate under the circumstances. In the event Licensee collects proceeds on behalf of other persons or entities, it shall ensure that these are paid directly from the insurers to the relevant person or entity and, in the event that it receives any such proceeds, it shall, unless otherwise directed by Company, pay such proceed to such party forthwith and prior thereto, hold the same in trust for the recipient.

Nothing in this Section shall be deemed to limit Licensee's liability under this Agreement regardless of the insurance coverages required hereunder. No limitation of liability provided to Licensee under this Agreement is intended nor shall run to the benefit of any insurance company or in any way prejudice, alter, diminish, abridge or reduce, in any respect, the amount of proceeds of insurance otherwise payable to Company under coverage required to be carried by Licensee under this Agreement, it being the intent of the parties that the full amount of insurance coverage bargained for be actually available notwithstanding any limitation of liability contained in this Agreement, if any. Company assumes no responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. In the event that the Licensee self-insures, Licensee shall provide Company with a letter of self-insurance in form and substance satisfactory to Company's Risk Management Department. Licensee's contractors and sub-contractors may not self- insure. This Section shall survive the expiration or earlier termination of this Agreement.

14. This Agreement will become effective upon the latest of the parties' respective dates of execution of this Agreement as set forth on the signature page(s) hereto by Company and Licensee ("**Effective Date**") and will remain in full force and effect until completion of Licensee's Approved Use pursuant to this Agreement, unless earlier terminated upon at least ninety (90) days prior written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The Approved Use granted herein as shown on and in the Approved Plans shall be under construction by Licensee within one (1) year of the Effective Date of this Agreement and the construction shall be diligently pursued to completion in strict accordance with the Approved Plans. Any changes in the Approved Plans will require the prior written approval of Company. Licensee shall give Company at least ten (10) days prior written notice of its commencement of construction. For purposes of this Agreement, "**under construction**" shall mean the continuous physical activity of breaking ground and continuing with the improvements permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the Approved Use, purchasing construction materials, placing such

construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the Approved Use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Section 14 above for failing to comply with the provisions contained herein without further action required by either party, unless Company grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the Approved Plans to be under construction.

16. Licensee shall be responsible for ensuring that all constructed improvements strictly adhere to the Approved Plans. Licensee understands that in the event that unauthorized improvements and/or equipment are constructed or placed within the Lands, Company may, in the exercise of its rights and interests, require Licensee to relocate, alter, or remove such unauthorized improvements and/or equipment within no more than ninety (90) days of Company delivering notice to Licensee to do so. Such relocation, alteration, or removal shall be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided, however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of such unauthorized improvements and/or equipment and Licensee hereby agrees to immediately reimburse Company for all of its costs and expenses incurred in connection therewith upon demand.

17. Any notices required or permitted to be given under this Agreement shall be delivered by hand, by e-mail providing a transmission receipt or delivered by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery or, if by e-mail sent after 5:00 p.m. on the next ensuing business day after transmission:

Company:	Florida Power & Light Company 700 Universe Boulevard (B2A/JB) Juno Beach, Florida 33408 Attn: Corporate Real Estate Department
With Copy To:	Florida Power & Light Company CRE - Western Region 1777 Tamiami Trail, Suite 501-25 Port Charlotte, FL 33948 Cameron.Crenshaw@FPL.com AND Florida Power & Light Company 700 Universe Boulevard (E2A/JB) Juno Beach, Florida 33408 Attn: General Counsel
Licensee:	School Board of Manatee County 215 Manatee Ave. W. Bradenton, FL 34205 Attn: General Counsel

Either party may, at any time, designate in writing a substitute address for the address first written above, and thereafter notices shall be directed to such substituted address.

18. For purposes of this Agreement, the term "**Licensee**" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

19. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

20. In the event of any litigation arising out of enforcement of this Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, charges and expenses of enforcement, including reasonable attorneys' and paralegals' fees and court costs at all trial and appellate levels. This paragraph shall survive the expiration or earlier termination of this Agreement.

21. This Agreement constitutes the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be changed or waived except by an instrument in writing and executed by both Licensee and Company.

22. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

23. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. A facsimile or similar electronic transmission of a counterpart signed by a party hereto shall be regarded as an original signed by such party for all purposes.

24. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Licensee and Company have contributed substantially and materially in the negotiation and preparation 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, schedules, addendums or amendments hereto.

25. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of Company, which consent shall not be unreasonably withheld.

26. Licensee agrees that any review or approval by Company of the Approved Plans, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for the purpose of processing this Agreement, and without any representation or warranty whatsoever to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on the Approved Plans, agrees to observe and fully comply with all construction, operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electric Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives, or interpretations.

27. This Agreement includes and is subject to the below additional provisions and requirements concerning Company's pipeline facilities located within the Company's Lands as follows:

a. Licensee represents and warrants that it is in compliance with and will continue to comply with the "Additional Encroachment Terms & Conditions" as detailed in Exhibit D attached hereto and made a part hereof.

b. If it becomes necessary, in Company's sole judgment, to lower or relocate Company's pipeline as a result of any encroachment by Licensee within the Lands, such lowering or relocating of the pipeline will be undertaken by Company at the sole cost and expense of Licensee, including (without limitation) the cost of acquiring any additional land rights required to complete the relocation. Any relocation of the pipeline, as well as the relocation route, will be at the sole discretion of Company.

c. Licensee expressly understands and agrees that Company, in the exercise of its rights under the Easement, and in its sole judgment, may have to cut through, remove, damage or destroy Licensee's Approved Use within the Lands in order to perform maintenance, repair or replace its pipeline. Licensee hereby consents to such removal, damage and destruction of such Approved Use and releases and holds FPL Entities harmless from all damage or destruction of such Approved Use caused or occasioned by any maintenance, repair or replacement of Company's pipeline that is reasonable or necessary, in Company's sole judgment, regardless of the reason for such maintenance, repair or replacement of the pipeline. In the event of any such cutting through, removal, damage or destruction of such Approved Use, Company's sole responsibility will be to fill with soil any trench or ditch created by Company and compact such soil.

d. Company will have the right to adequately mark its pipeline(s) with permanent above ground line markers and ground placards to promote public safety and the future safe operation of said pipeline(s), and to meet applicable governmental regulations.

28. This Agreement includes and is subject to the provisions described in the attached Addendum.

[Signatures appear on following page]

The parties have executed this Agreement effective as of the Effective Date.

Witnesses for Company:

_____
Name: _____

_____
Name: _____

Company:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: _____
Cameron Crenshaw,
Corporate Real Estate Manager
Date: _____, 20____

Witnesses for Licensee:

_____
Name: _____

_____
Name: _____

Licensee:

SCHOOL BOARD OF MANATEE COUNTY,
a public body corporate organized and existing under the laws of the State of Florida

By: _____
Cindy Spray,
Chairperson
Date: _____, 20____

Attest: _____
Dr. Laurie Breslin,
Superintendent

ADDENDUM

Technical Requirements:

- Prior to construction, the contractor is required to pothole and field-verify the precise location and depth of the pipelines to ensure adequate clearance and protection.
- The depth of cover on all the pipelines must be positively identified before initiating construction at the right of way (ROW).
- The installation of the new road and sidewalk shall follow the attached design, where the minimum depth of cover on top of the pipeline from the lowest point of the road and sidewalk is 5.5 feet.
- No mechanical excavation is allowed within 6 feet each on either of the pipe centerlines.
- During the construction no vibratory compaction can be performed within 6 feet each side of the centerlines. No roller compactor with more than 20,000 lb of roller weight (or any other vehicle with more axle loading) can operate on top of the pipeline for construction purposes while the cover is less than the final height.
- No workspace shall be staged on the pipeline ROW for the construction of the road.
- During construction utmost caution needs to be taken to protect the casing vents.
- The casing vents (east and west both) height must be extended to a minimum of 3 ft above grade and apply the required coating/corrosion protection by FPL Pipeline Operations.
- The pipeline casing vent on both sides of the road shall to be protected by a guard rail mentioned in the attached exhibit per FDOT standards. The middle span shall be at least 8ft wide so that the pipe casing wall is at least 2.5 ft away from the nearby rail post.
- No monuments can be installed within 25 ft of the pipeline.
- Encroaching party will provide poly-mats whenever any vehicle needs to cross over the pipeline, outside of the paved road surface.
- FPL operations (William Hodge, william.hodgejr@nexteraenergy.com, 941-962-6778) must be contacted and a representative must be present prior to commencement of any construction activities.
- Any revisions to this attached plan must be resubmitted for review and approval.

Access:

Licensee agrees to allow Company vehicular and pedestrian access along all roadways constructed now and in the future within the adjacent lands owned by Licensee for the purposes of exercising Company's rights within the Easement.

EXHIBIT A
Lands

EXIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE PARCEL DESCRIBED IN INSTRUMENT NUMBER 202541024940, AS RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING LOCATED IN SECTION 9, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE S89°32'04"E ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9, 1723.47 FEET; THENCE LEAVING SAID SECTION LINE AND RUNNING S00°27'56"W, 30.00 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF BUCKEYE ROAD (PUBLIC RIGHT-OF-WAY OF VARYING WIDTH, PER ROAD PLAT BOOK 5, PAGE 1 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE ALONG SAID RIGHT-OF-WAY LINE S89°32'04"E, 1074.76 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE S89°32'04"E, 126.86' FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) S0°32'30"W, 69.31' FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 675.00', AND A CHORD BEARING OF S3°37'43"E, (2) ALONG THE ARC OF SAID CURVE 98.26 FEET; THENCE N89°30'07"W, 133.77 FEET; THENCE N0°27'56"E, 167.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 21,423 SQUARE FEET OR 0.492 ACRES, MORE OR LESS.

NOTES

1. BASIS OF BEARINGS: NORTH LINE OF THE SOUTH HALF OF SAID SECTION 9 BEING S89°32'04"E.
2. NOT A SURVEY
3. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
4. THIS SKETCH AND DESCRIPTION WAS PREPARED BASED ON A SURVEY PREPARED BY FREDERICK P. LUTZ JR. OF GEORGE F. YOUNG INC., DATED JUNE 4, 2026.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. HARDCOPY PRINTS OF THIS SKETCH AND LEGAL DESCRIPTION (IF APPLICABLE) ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PORTABLE DOCUMENT FORMAT (PDF) COPIES ARE NOT VALID WITHOUT AN ELECTRONIC SIGNATURE MEETING THE REQUIREMENTS AS SET FORTH IN 5J-17.062, FLORIDA ADMINISTRATION CODE.

LEGEND

- EASEMENT
- SECTION LINE
- RIGHT-OF-WAY LINE

TREVOR J HATCH
License Number 7443
STATE OF FLORIDA
Professional Surveyor and Mapper

ABBREVIATIONS

LB	LICENSED BUSINESS
IRC	IRON ROD AND CAP
SEC	SECTION
TWP	TOWNSHIP
RNG	RANGE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
L	LINE
C	CURVE
PID	PARCEL IDENTIFICATION NUMBER
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
N	NORTHING
E	EASTING

PREPARED FOR:
FLORIDA POWER AND LIGHT

ARTISAN LAKES ELEMENTARY
EASEMENT – SKETCH AND LEGAL
SECTION 9, TOWNSHIP 33S., RANGE 18E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	LL	06/03/26
CHECKED	MS	06/04/26
FIELD BOOK		
FIELD DATE		

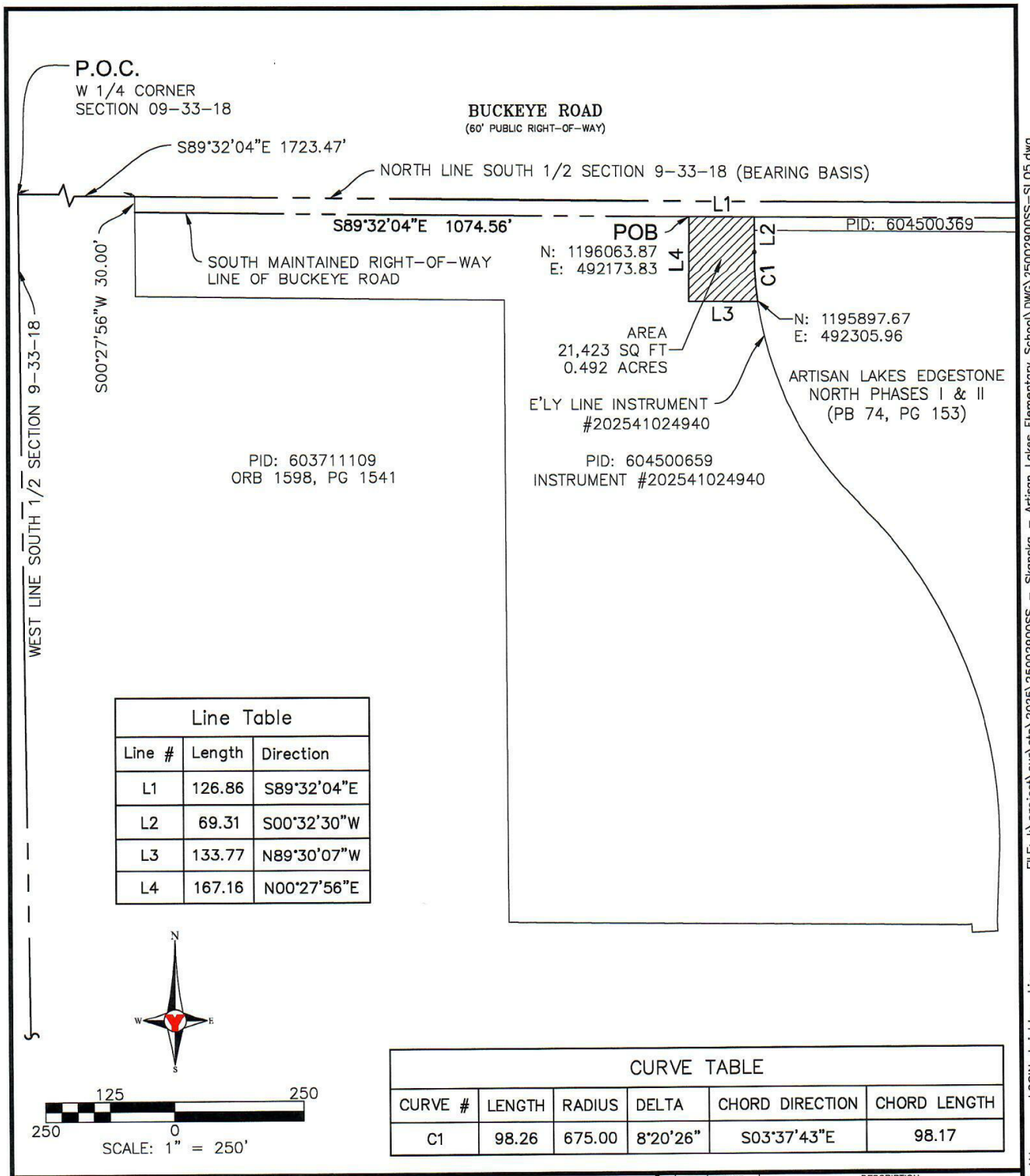
Trevor J Hatch
TREVOR HATCH PSM LS 7443
DATE

Since 1919

George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY I GIS I PLANNING I SURVEYING
ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA

JOB NO. 25002900SS
SHEET NO. 1 OF 2

FILE: I:\project\sur\stp\2025\25002900SS – Skanska – Artisan Lakes Elementary School\DWG\25002900SS-SL05.dwg
LOGIN: Leighton, Lisa
PLOTTED: 6/4/2026 9:44 AM



Line Table		
Line #	Length	Direction
L1	126.86	S89°32'04"E
L2	69.31	S00°32'30"W
L3	133.77	N89°30'07"W
L4	167.16	N00°27'56"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	98.26	675.00	8°20'26"	S03°37'43"E	98.17

PREPARED FOR:
FLORIDA POWER AND LIGHT

ARTISAN LAKES ELEMENTARY
EASEMENT – SKETCH AND LEGAL
SECTION 9, TOWNSHIP 33S., RANGE 18E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	LL	06/03/26
CHECKED	MS	06/04/26
FIELD BOOK		
FIELD DATE		

TREVOR HATCH PSM LS 7443
DATE

George F. Young, Inc.
Since 1919
299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY I GIS I PLANNING I SURVEYING
ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA

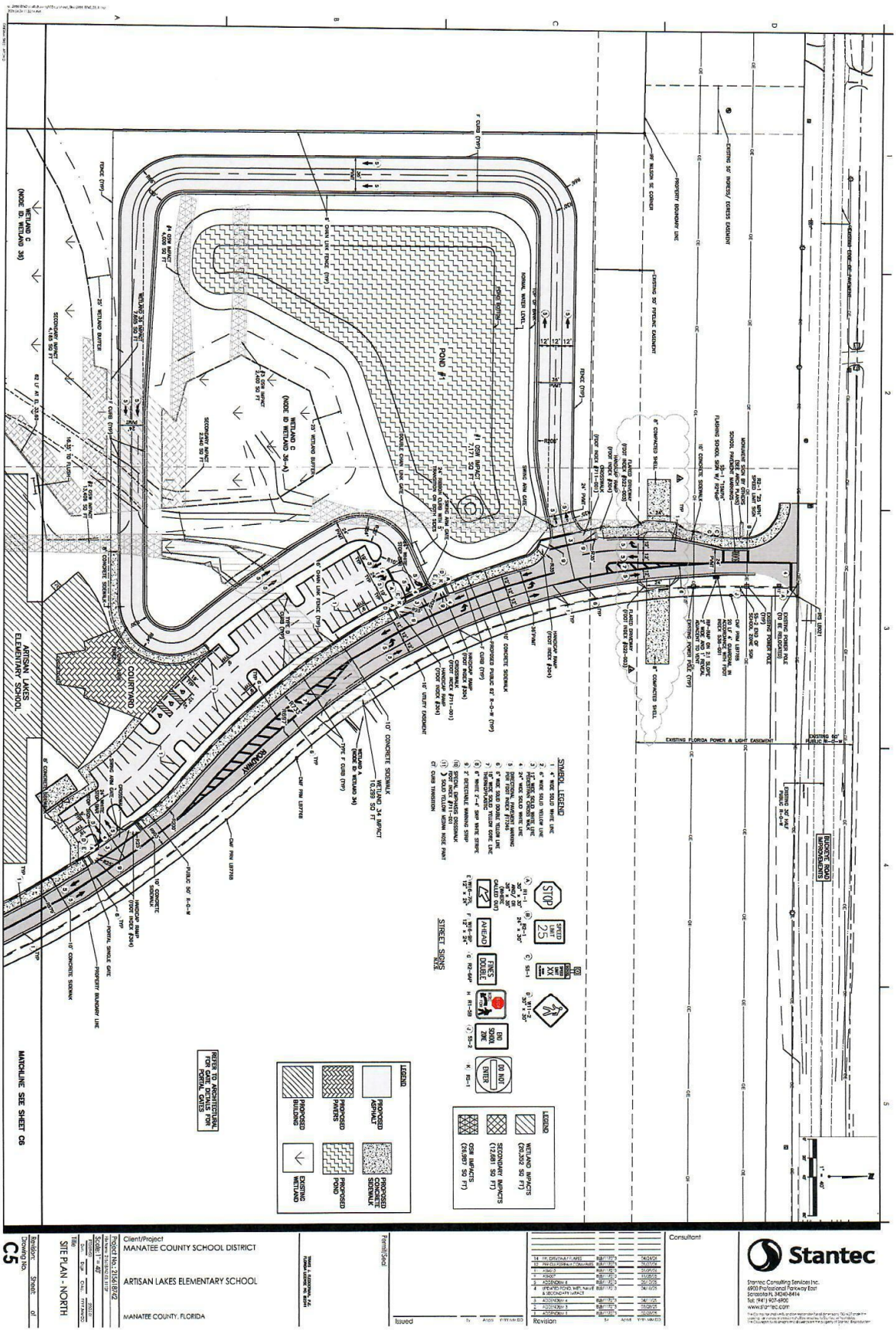
JOB NO.
25002900SS
SHEET NO.
2 OF 2

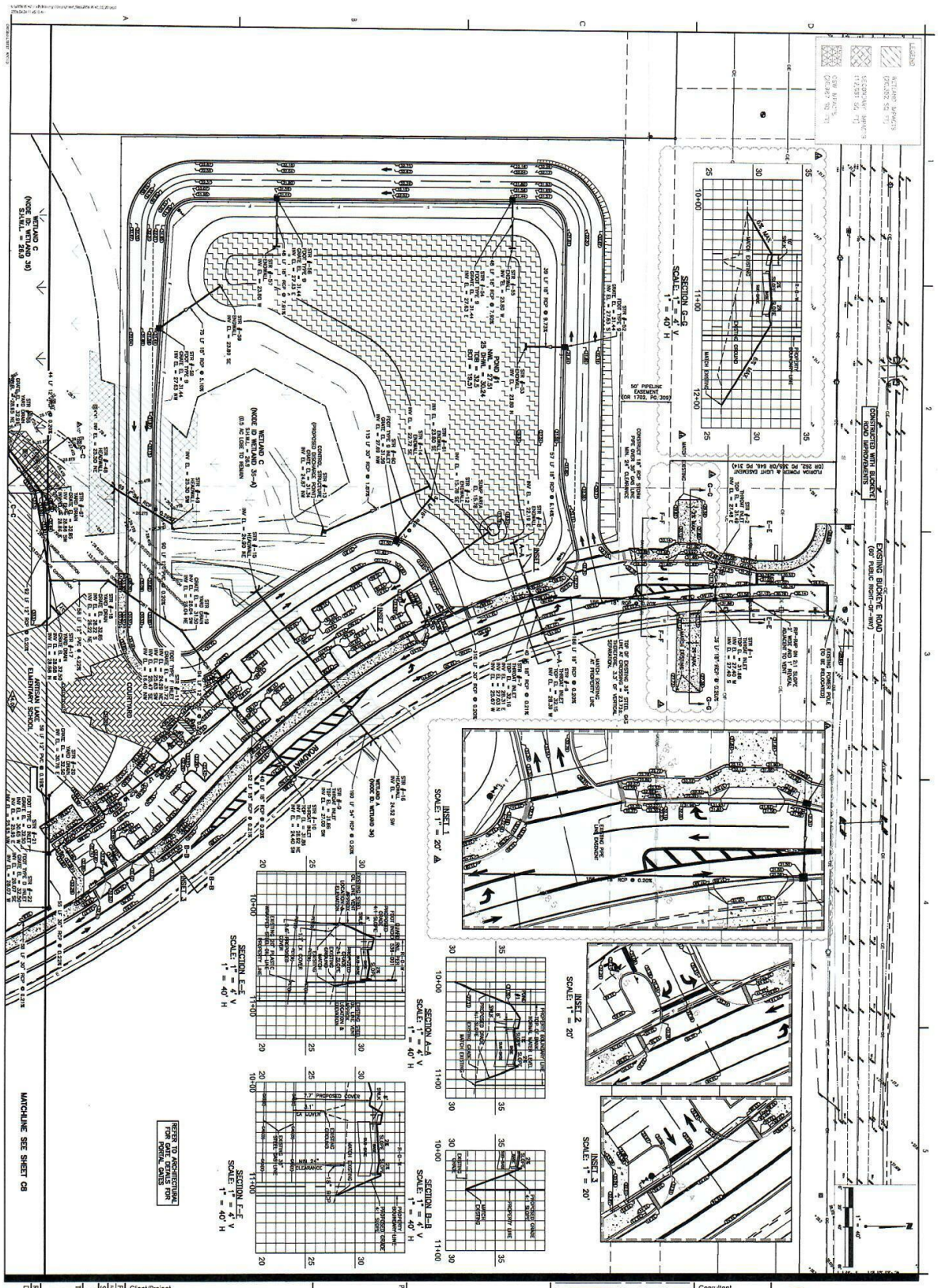
FILE: I:\project\sur\stp\2025\25002900SS – Skanska – Artisan Lakes Elementary School\DWG\25002900SS-SL05.dwg
LOGIN: Leighton, Lisa
PLOTTED: 6/4/2026 9:44 AM

EXHIBIT B

Approved Plans and Specifications

(see attached)


EXIBIT "B"
Stantec
Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414
Tel: (941) 907-6900
www.stantec.com
Consultant
Revision
Issued
Permit/Seal
Client/Project
MANATEE COUNTY SCHOOL DISTRICT
ARTISAN LAKES ELEMENTARY SCHOOL
MANATEE COUNTY, FLORIDA
Project No. 215618742
Title
SITE PLAN - NORTH
Drawing No.
C5
Sheet of
Revision
SYMBOL LEGEND
STREET SIGNS
LEGEND
PROPOSED ASPHALT
PROPOSED CONCRETE SIDEWALK
PROPOSED BUILDING
PROPOSED PAVERS
PROPOSED POND
EXISTING WETLAND
WETLAND IMPACTS (20,352 SQ FT)
SECONDARY IMPACTS (12,481 SQ FT)
OSR IMPACTS (26,987 SQ FT)
POND #1
COURTYARD
DRIVEWAY
ARTISAN LAKES ELEMENTARY SCHOOL
MATCHLINE SEE SHEET C6
BUCKEYE ROAD IMPROVEMENTS
EXISTING FLORIDA POWER & LIGHT EASEMENT
PROPERTY BOUNDARY LINE
WETLAND C (NODE ID. WETLAND 36)
WETLAND A (NODE ID. WETLAND 34)
WETLAND D (NODE ID. WETLAND 35-A)
WETLAND B (NODE ID. WETLAND 35)
REFER TO ARCHITECTURAL PLANS FOR DETAILS FOR PORTAL GATES


LEGEND
WETLAND IMPACTS (20,625 SQ. FT.)
SECONDARY IMPACTS (12,381 SQ. FT.)
OUR IMPACTS (21,875 SQ. FT.)
EXISTING BUCKEYE ROAD (60' PUBLIC RIGHT-OF-WAY)
CONSTRUCTED WITH BUCKEYE ROAD IMPROVEMENTS
50' PIPELINE EASEMENT (OR 1702, PG. 309)
SECTION G-G
SCALE: 1" = 4' V
1" = 40' H
INSET 1
SCALE: 1" = 20'
INSET 2
SCALE: 1" = 20'
INSET 3
SCALE: 1" = 20'
SECTION A-A
SCALE: 1" = 4' V
1" = 40' H
SECTION B-B
SCALE: 1" = 4' V
1" = 40' H
SECTION E-E
SCALE: 1" = 4' V
1" = 40' H
SECTION F-F
SCALE: 1" = 4' V
1" = 40' H
WETLAND C
(NODE 10, WETLAND 35)
WETLAND C
(NODE 10 WETLAND 35-A)
POND #1
WETLAND A
(NODE 10, WETLAND 36)
ROADWAY
COURTYARD
ELEMENTARY SCHOOL
REFER TO ARCHITECTURAL FOR GATE DETAILS FOR PORTAL GATES
MATCHLINE SEE SHEET C8
C7
Client/Project
MANATEE COUNTY SCHOOL DISTRICT
ARTISAN LAKES ELEMENTARY SCHOOL
MANATEE COUNTY, FLORIDA
Title
PAVING, GRADING & DRAINAGE - NORTH
Stantec
Consultant
Issued
Revision
Permit/Seal

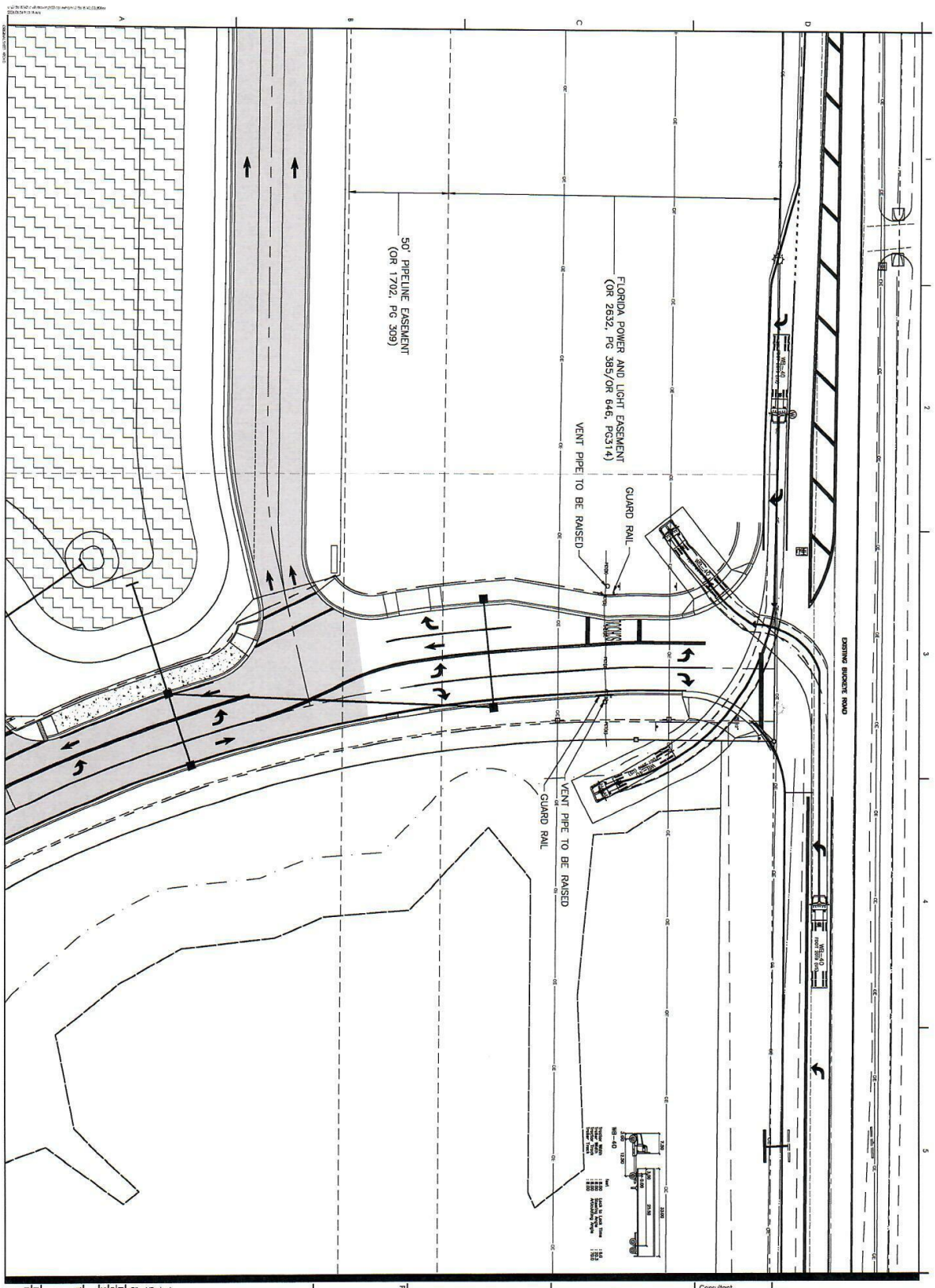

50' PIPELINE EASEMENT
(OR 1702, PG 309)
FLORIDA POWER AND LIGHT EASEMENT
(OR 2632, PG 385/OR 646, PG314)
VENT PIPE TO BE RAISED
GUARD RAIL
VENT PIPE TO BE RAISED
GUARD RAIL
EXISTING BUCKEYE ROAD
WB-40
WB-40
Client/Project
MANATEE COUNTY SCHOOL DISTRICT
ARTISAN LAKES ELEMENTARY SCHOOL
MANATEE COUNTY, FLORIDA
Permit/Seal
Issued
Revision
Consultant
Stantec
Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414
Tel: (941) 907-6900
www.stantec.com
Title
WB-40 TRUCK
TURNING EXHIBIT
Drawing No.
808EX
Sheet:
of

EXHIBIT C

Form 360

FPL

NOTIFICATION OF FPL FACILITIES

Customer/Agency _____
Developer/Contractor Name _____
Location of Project _____
FPL Representative _____
Developer/Contractor Representative _____

Date of Meeting/Contact: _____
Project Number/Name: _____
City: _____
Phone: _____
FPL Work Request #/Work Order #: _____

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment)	(1926.1411 – Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

***When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.**
****For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.**

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

_____ Means by which this notification was provided to customer and/or contractor

_____ Address

_____ FPL Representative Signature

_____ Date

_____ Customer/Developer/Contractor Representative Signature

_____ Date

Form 360 (Rev. 1/9/12)

EXHIBIT D

Additional Encroachment Terms & Conditions

PIPELINE FACILITIES AND LEGISLATION

Company's pipelines are part of a high-pressure petroleum steel pipeline transmission system. Company's pipeline facilities include, without limitation, meter stations, cathodic protection equipment, valves and valve settings and other facilities located within the limits of Company's Lands.

Company is regulated by the Department of Transportation, Pipeline & Hazardous Material Safety Administration ("**PHMSA**"). The pipeline safety regulations are set forth in Title 49, Code of Federal Regulations, Part 192 "Transportation of Natural and Other Gas by Pipeline – Minimum Federal Standards" and Part 195 "Transportation of Hazardous Liquids by Pipeline – Minimum Federal Standards." Company will require that all federal, state, and local ordinances and applicable utility set backs are complied with to the fullest extent.

ENCROACHMENTS

Company seeks to minimize encroachments and excavation activity within the limits of the Lands. Encroaching parties will design projects such that proposed improvements remain outside the pipeline right-of-way. Improvements that will encroach into the right-of-way will be designed and constructed such that the safe operation and maintenance of the pipeline is not diminished. Company will enforce applicable provisions in its Easement and this Agreement where it believes the continued safe operation and maintenance of the pipeline facilities could be threatened.

NOTIFICATION AND CONSTRUCTION SAFETY REQUIREMENTS

1. In order to prevent unnecessary delays, Company encourages close communication with our representative throughout your entire project. A Company representative should participate in all pre-construction meetings. In addition, Company can conduct a safety/informational presentation to any interested parties, including contractors, local governmental maintenance crews, and developers.

2. The "One Call" systems require 48 to 72 hours' notice prior to any excavation activities or equipment use on or in close proximity to Company's pipeline facilities. Dial 811 to be connected to your State One Call system. No equipment use or excavation will occur in the vicinity of Company facilities until notification to "One Call" has been made. A Company representative will be on site prior to and during any equipment use or excavation activities. Any crossings made without a Company representative on site will be excavated at the excavator's expense to provide Company an opportunity to inspect all affected pipeline facilities.

3. Excavations must be barricaded to protect Company pipelines from exposure to vehicular traffic and to ensure public safety. Company representatives must be provided safe access to all open excavations. Excavations must be properly sloped or shored in accordance with OSHA regulations.

PLAN DESIGN AND REVIEW REQUIREMENTS

1. Residential and/or commercial developments will be laid out such that the Lands is designated as "open" or "common" space. Maintaining open Lands reduces public exposure and minimizes disruptions during pipeline maintenance and construction. Lot divisions will be established on either side of the Lands resulting in the actual Lands being "open" or "common" areas.

2. In most cases, Company will require the submittal of two (2) or more full-size plan and profile drawings to the appropriate Company office for prior review and written approval by Company. All drawings must show, in detail, all of Company facilities and other features that will allow Company to determine the impact of the proposed construction or maintenance activity on its facilities. Encroachment plans will include a scope of work, description, and a location map depicting the project site area. Sufficient geographical references such as legal property lines, roads, and appropriate deed information for the properties involved will be provided.

3. In order to ensure that all proposed improvements are designed in accordance with Company encroachment specifications, Company requires a minimum of thirty (30) business days lead-time to review proposed

encroachments. Encroachments involving road crossings will require additional review time. Any proposed road which requires pipeline modifications or a dedicated right-of-way will require significant lead-time.

4. If there are any changes to approved plans, additional review by Company and subsequent written authorization will be required.

5. In some cases, there is a significant delay between the review and approval of submitted plans and actual construction. In such cases, proposed encroachment related activities will be subject to Company requirements in effect at the time the work actually takes place.

COMPANY EASEMENT, PERMITS AND AGREEMENTS

This Agreement will be fully executed and in Company possession prior to any work being performed on the Lands.

1. Company will determine if a reimbursement agreement will be required for any construction within the Lands. This agreement, prepared by Company, will outline the reimbursement procedure for necessary and appropriate preliminary engineering, actual field inspection work and other costs that may be incurred by Company. Payment must be in Company's possession prior to any work being performed on the Lands.

GENERAL REQUIREMENTS

1. An authorized Company representative must be on site prior to and during any surface-disturbing work or equipment crossings performed within the Lands. A Company representative will assist in determining the location of the pipeline, the Lands width, and existing cover over the pipeline and will remain on site to monitor all activities within the Lands.

2. No cut or fill on the Lands is permitted without Company written approval.

3. (See Item 13 on Page 3 of the Agreement for insurance requirements.)

4. All foreign lines will cross the Lands at an angle to the Company pipeline as near to 90 degrees as possible. Parallel occupancy of the Lands will not be permitted.

5. All foreign lines crossing Company pipeline or related facilities will be installed with a minimum of 24" of clearance between the bottom of the Company pipeline and the proposed foreign line.

6. Company facilities are electrically protected against corrosion. Each metallic foreign line that enters or crosses the Lands must have a cathodic protection test lead installed and accessible above ground (flush with grade or extension riser). In addition, the utility contractor installing the metallic foreign line must excavate and expose the Company pipeline to provide for the installation of test leads by Company employees. All necessary measures (coatings, electrical bonds, etc.) will be taken to ensure that the proposed pipe or utility is adequately protected from potential interference effects.

7. Company may require that foreign lines be identified with permanent aboveground markers where the lines enter and exit the Lands. It is the line owner's responsibility to obtain any rights to install the markers, and to maintain the markers. A direct burial warning tape should be placed 12" to 18" above the foreign line and extend across the entire width of the Lands.

8. Foreign lines crossing Company facilities will be installed in accordance with all applicable codes and requirements governing such installations.

9. Stockpiling brush, trash, or other debris on the Lands is prohibited.

EXCAVATION

1. Plans for excavation on the Lands require prior approval by Company. No machine excavation will be performed within 24" of the Company pipeline or related facilities. A Company onsite representative may require hand digging at a distance greater than 24".

2. When a backhoe is used for excavation, the bucket teeth should be curled under each time the bucket is brought back into the ditch to reduce the chance of the teeth contacting the pipeline. Side cutters must be removed from all buckets. At the discretion of Company's onsite representative, a bar may have to be welded across the bucket teeth.

3. No mechanical excavation may be performed by reaching over any Company facilities.

4. Prior to any plowing or ripping of soil on the Lands, particularly in association with agricultural activities, plans should be reviewed with your local Company representative to ensure proper cover exists. No vibratory plows are permitted to be used on the Lands.

DISTURBANCE, MAINTENANCE AND VEGETATION

1. No trees are permitted on the Lands. Additionally, the canopy of any trees planted adjacent to the Lands must not extend into the Lands at maturity. Any branches extending into the Lands will be side cut by Company at its discretion.

2. With prior approval from Company, some types of low growing, willow-rooted shrubs may be permitted on the Lands provided their maximum mature height will not exceed 5' and are not within 5' of the edge of the pipeline. Company requires that the mature plantings will not prevent Company representatives from seeing down the Lands during routine patrols or walking down the Lands directly over the pipelines as they perform required inspections. Under no circumstances will mechanical equipment be used in the planting of shrubs.

3. Company reserves the right to cut and/or remove plantings as required in the operation, inspection, and maintenance of its pipeline facilities; further, Company assumes no responsibility for any cost involved in the replacement of said cut and/or removed landscape plantings.

4. All sprinkler or irrigation systems will require review by a Company representative. Sprinkler heads will not be permitted within 10' of any pipeline or related facility. All crossings of the Company pipelines or related facilities with feeder lines will be hand dug.

EQUIPMENT CROSSING

1. To protect the Company pipeline from external loading, Company must perform an engineering evaluation to determine the effects of any proposed equipment use. Mats, timber bridges, or other protective materials deemed necessary by Company will be placed over Company facilities for the duration of any loading. Protective materials will be purchased, placed, and removed at no cost to Company. The Lands must be returned to its original condition.

2. Company may require temporary markings to identify areas where equipment use is authorized.

3. No vibratory equipment is permitted within the limits of, or in close proximity to, the Lands.

FENCES

1. A site specific inspection is required to determine whether the proposed fence posts must be kept a minimum of 4' or 5' from the edge of the Company pipeline or related pipeline facility. A Company representative must be on site to determine the location of the fence posts within the Lands and for the duration of the digging of the posts. Posts installed within the Lands must be hand dug. All proposed fence crossings over the Company pipeline will cross at an angle of 90°, or as near as reasonably practicable.

2. Company will have the free right of ingress and egress. Company may require that new fences have a 12' wide gate installed within the right-of-way at a location approved by Company. The gate will be installed as to minimize vehicular and equipment travel over the existing Company facilities.

LOGGING AND TIMBER OPERATIONS

1. Written approval from Company is required before any logging or timber operations can begin on the Lands.

2. Additional requirements may include, but are not limited to, the installation of land ramps, plates, or temporary erosion controls.

3. Refer to Insurance requirement in the General Requirements above.

4. An authorized Company representative must be on site prior to and during any surface disturbing work or equipment crossing performed within the Lands.

5. The encroaching entity must meet with an Company representative at least three (3) days prior to the completion of the project to discuss site restoration.

STRUCTURES

Aboveground structures, including without limitation sheds, barns, car ports, retaining walls, buildings, houses, occupancy trailers/mobile homes, patios, decks, playgrounds, playhouses, swimming pools, workshops, or similar structures are prohibited within the Lands. Large debris such as old cars, trailers, scrap metal, boulders, etc., are not permitted on the Lands. The Lands must be kept clear in order to provide for adequate maintenance and operation of Company facilities.

OVERHEAD CROSSING UTILITY

1. Overhead line crossings will be installed with a minimum of 30' of vertical clearance above the Lands to provide adequate equipment clearance. No poles or appurtenances will be located on the Lands without a Company encroachment agreement.

2. Overhead line crossings will not be installed within 50' (measured horizontally) of any gas vent (e.g. relief valve, blow down vent).

3. Overhead lines will cross Company facilities at an angle as near to 90 degrees as possible.

4. In addition to these Company minimum clearances, all local utility minimum clearances must be adhered to.

PARALLEL UTILITY

Parallel occupancy on the Lands is not allowed unless specifically approved by Company. This includes trenched, trenchless (bored), and above ground installation of pipelines, cables, conduits, overhead utilities, or fences.

ROAD, RAIL, PAVED AND UNPAVED TRANSPORTATION

1. Company must complete a preliminary engineering evaluation for all roads, streets, driveways, etc., proposed on the Lands. Any pipe casing, concrete slabs, or other protection required by Company will be installed at no expense to Company. Company may require a pipeline inspection prior to construction.

2. The recommended minimum total cover over Company existing pipelines is 66" at all driveways, highways, roads, streets, etc. The recommended minimum total cover over Company's existing pipelines in adjacent drainage ditches is 48".

3. Vibratory equipment is prohibited within the limits of the Lands. Vibratory equipment is not permitted to be used for achieving applicable compaction requirements.

4. Driveways, highways, roads, streets, etc. crossing over Company pipeline facilities will cross at an angle as near to 90 degrees as possible. All crossings must be over straight pipe and at locations free of any crossovers. Parallel occupancy of the Lands will not be permitted.

5. Company will retain the right to mow/cut all present and proposed driveways, highways, roads, streets, etc. and will have no responsibility for restoration, loss of use or access, or any other costs.

6. Access to the earth above each pipeline for leak detection, monitoring, inspection and cathodic protection surveys must be maintained.

SUBSURFACE CROSSING UTILITY

1. Utilities crossing Company facilities are required to be cased to protect the integrity of the utility and the safety of Company and third party excavators in the future.

2. All buried communications (other than single residential telephone and TV) crossing Company facilities will be installed with encased, rigid, non-metallic conduit the full width of the Lands. Per on site personnel, conditions may warrant (spanning issues, shoring) steel conduit across the width of the Lands when the pipeline is exposed.

3. All buried electric cables (other than 24-volt DC power lines), including single residential service drops, crossing Company facilities will be installed in encased, rigid, non-metallic conduit the full width of the Lands. Per on site personnel, conditions may warrant steel conduit across the width of the Lands when the pipeline is exposed.

4. All buried single residential telephone, cable TV, and 24volt DC power will be encased in schedule 40 PVC casing for the full width of the Lands.

5. All fiber optic cable, including single drops, will be installed encased, rigid, non-metallic conduit the full width of the Lands. Per on site personnel, conditions may warrant steel conduit across the width of the Lands when the pipeline is exposed.

6. All sanitary sewer and pressurized water lines will be installed with encased, rigid, non-metallic conduit the full width of the Lands. Per on site personnel, conditions may warrant (spanning issues, shoring) steel conduit across the width of the Lands when the pipeline is exposed. Gravitational flow systems will be either: (1) ductile iron or steel pipe (adequately protected from Company cathodic protection system), (2) plastic pipe installed in steel casing, or (3) concrete pipe for the full width of the Lands. No piping joints/connections will be allowed within 5' of the Company pipeline. All ductile iron utility crossings will include restrained joints for the full width of the Lands.

7. No septic tanks, liquid disposal systems, or hazardous waste disposal systems will be allowed on the Lands or within 25' of Company facilities. This prohibition includes, but is not limited to, facilities that have the potential of discharging effluent from sewage disposal systems, the discharge of any hydrocarbon substance, the discharge or disposal of any regulated waste, or any other discharge that may prove damaging or corrosive to Company facilities.

8. All plastic combustible material lines will be installed in steel casing for the full width of the Lands.

9. Company may require that steel combustible material lines (adequately protected from Company cathodic protection system) be installed under existing Company pipeline facilities.

10. Company existing pipeline facilities will be potholed to verify the horizontal and vertical location of all facilities prior to any proposed trenchless construction operation. Once all required potholes have been performed, both plan view and profile drawings showing both Company existing facilities and the proposed trenchless crossing alignment and profile will be submitted to Company. Plan and profile drawings are required for all proposed trenchless construction operations. If not completed, Company may require a subsurface geotechnical investigation be completed prior to construction.

11. All proposed trenchless construction methods may include the installation of steel casing for the full width of the Lands.

12. Depending on the trenchless method chosen, distance between Company facilities and the proposed crossing alignment and profile, and depth of cover, Company may require inspection holes to be excavated to verify the depth of the bore as it approaches each pipeline. Inspection holes must be excavated to allow Company on-site representative to visually see the boring head prior to the point where it travels beneath the pipeline.

13. If inspection holes are not performed, the contractor will monitor the location with precise downhole survey instruments and verify it with surface location equipment (i.e. TruTracker, ParaTrack, or equivalent). The contractor must provide Company the computer printout of the directional survey and TruTracker/ParaTrack (or equivalent) reports generated by the downhole survey tools daily. Report data will be in a format suitable for independent calculation of the survey. Deviations between the recorded position and the plan and profile drawing will be

documented and immediately brought to the attention of Company. Contractor will notify Company on-site representative of any drill profile failing to meet the specifications.

14. For an asset that is installed by trenching methods, all trenchless construction will have a minimum vertical separation of 5 feet from the Company pipeline when crossing it perpendicular. For any trenchless construction not perpendicular to a Company pipeline, there will be a minimum three-dimensional separation of 10 feet. A Company representative will be on site to witness the bore staking, pilot hole sighting, observation hole, and any other activity associated with the drill or bore.

15. For an asset that is installed by trenchless methods, all trenchless construction will have a minimum vertical separation of 10 feet from the Company pipeline when crossing it perpendicular. For any trenchless construction not perpendicular to the Company pipeline, there will be a minimum three-dimensional separation of 25 feet. A Company representative will be on site to witness the bore staking, pilot hole sighting, observation hole, and any other activity associated with the drill or bore.

16. Contractor will check for ground subsidence periodically along all attempted trenchless crossings and the final corridor within the Lands and notify Company's on-site representative immediately upon findings. Contractor will fill any voids with a cement grout, compact subsoil within the Lands, and restore the ground surface to original contours and conditions.

17. If for any reason the proposed trenchless method fails during construction or if any hole is abandoned during the process, contractor will fill abandoned holes and/or subsurface voids within the Lands entirely with a cement grout.

18. Upon fifteen (15) days of completion, contractor will furnish the alignment and profile as-built drawing with a description of the survey data used to determine the as-built location and a statement of accuracy used to create the drawing. The drawing will be submitted in both AutoCAD and PDF format and contain all data points that are within the Lands representing final alignment and profile, any abandoned holes, tools, strings of drill pipe, etc. overlaid on the plan and profile drawing.

SURFACE WATER

1. Company may conduct preliminary engineering studies for any proposed drainage channels or ditches that will discharge toward or within the Lands. Drainage channels or ditches must be adequately protected from erosion and provide a minimum of 48" of cover over the pipelines. Altering (clearing, re-grading, or changing alignment of) an existing drainage channel or ditch requires written approval from Company.

2. Impoundment of water on the Lands is not permitted. Soil erosion control measures will not be installed within the Lands without prior written Company approval.

REGARDING RIGHTS

1. Nothing contained herein may be construed to convey, waive, or subordinate any of Company's existing rights whatsoever.

2. Company will be fully and completely compensated for any damages to its facilities resulting from the acts of third parties who are working in the vicinity of Company facilities with or without Company consent.

3. Company will be indemnified from and against all claims, losses, demands, damages, causes of action, suits, and liability of every type and character, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with third party work in the vicinity of Company facilities.

EXHIBIT "D"

Schwahl, Peany

From:	Bhattacharjee, Sukanta
Sent:	Tuesday, May 26, 2026 10:12 AM
To:	Jonathan Jones
Cc:	Hodge, William; Brown, Loren; Cantu, Martin; Crenshaw, Cameron
Subject:	RE: Updated Approval for 2508FPL2 County School Road (Manatee)
Attachments:	215618742_03_808EX-05 SITE PLAN - NORTH.pdf

Hi Jonathan,
Please see below for the **updated (2nd)** approval of the crossing applications related to the 2508FPL2 County School Road (Manatee) encroachment, involving the crossing of the 16 inch Manatee oil pipeline with a road and sidewalk.

Scope:
The proposed work includes installation of a roadway over the existing 16 inch plastic covered steel Manatee steel pipeline, while maintaining a minimum of 5.5 ft vertical clearance from the lowest point of the road to the top of the pipe. Prior to construction, the contractor is required to pothole and field-verify the precise location and depth of the pipelines to ensure adequate clearance and protection.

Plan approval:
The plan for crossing the 16 inch plastic covered steel pipeline transporting fuel oil by the proposed road and sidewalk is approved with a condition that the depth of the pipelines will be positively identified, before construction, to ensure a required safe clearance is maintained.

Technical Requirements:

- The depth of cover on all the pipelines must be positively identified before initiating construction at the right of way (ROW).
- The installation of the new road and sidewalk shall follow the attached design, where the minimum depth of cover on top of the pipeline from the lowest point of the road and sidewalk is 5.5 feet.
- No mechanical excavation is allowed within 6 feet each on either of the pipe centerlines.
- During the construction no vibratory compaction can be performed within 6 feet each side of the centerlines. No roller compactor with more than 20,000 lb of roller weight (or any other vehicle with more axle loading) can operate on top of the pipeline for construction purposes while the cover is less than the final height.
- No workspace shall be staged on the pipeline ROW for the construction of the road.
- During construction utmost caution needs to be taken to protect the casing vents.
- The casing vents (east and west both) height must be extended to a minimum of 3 ft above grade and apply the required coating/corrosion protection by FPL Pipeline Operations.
- The pipeline casing vent on both sides of the road shall to be protected by a guard rail mentioned in the attached exhibit per FDOT standards. The middle span shall be at least 8ft wide so that the pipe casing wall is at least 2.5 ft away from the nearby rail post.
- No monuments can be installed within 25 ft of the pipeline.
- Encroaching party will provide poly-mats whenever any vehicle needs to cross over the pipeline, outside of the paved road surface.
- FPL operations (William Hodge, william.hodgejr@nexteraenergy.com, 941-962-6778) must be contacted and a representative must be present prior to commencement of any construction activities.
- Any revisions to this attached plan must be resubmitted for review and approval.

Thanks,

Sukanta Bhattacharjee, PE
Principal PGD Engineer
U.S. Gas Assets
NextEra™ Energy Resources, LLC
Office: 713-951-5327 | Cell: 832-410-0748

From: Bhattacharjee, Sukanta
Sent: Friday, March 13, 2026 11:29 AM
To: Jonathan Jones <jjones@easresources.com>
Cc: Hodge, William <William.Hodgejr@nexteraenergy.com>; Brown, Loren <Loren.Brown@nexteraenergy.com>; Cantu, Martin <Martin.Cantu@nexteraenergy.com>
Subject: Updated Approval for 2508FPL2 County School Road (Manatee)

Hi Jonathan,
Please see below for the **updated** approval of the crossing applications related to the 2508FPL2 County School Road (Manatee) encroachment, involving the crossing of the 16 inch Manatee oil pipeline with a road and sidewalk.

Scope:
The proposed work includes installation of a roadway over the existing 16 inch plastic covered steel Manatee pipeline, while maintaining a minimum of 5.5 ft vertical clearance from the lowest point of the road to the top of the pipe. Prior to construction, the contractor is required to pothole and field-verify the precise location and depth of the pipelines to ensure adequate clearance and protection.

Plan approval:
The plan for crossing the 16 inch plastic covered steel pipeline transporting fuel oil by the proposed road and sidewalk is approved with a condition that the depth of the pipelines will be positively identified, before construction, to ensure a required safe clearance is maintained.

Technical Requirements:

- The depth of cover on all the pipelines must be positively identified before initiating construction at the right of way (ROW).
- The installation of the new road and sidewalk shall follow the attached design, where the minimum depth of cover on top of the pipeline from the lowest point of the road and sidewalk is 5.5 feet.
- No mechanical excavation is allowed within 6 feet each on either of the pipe centerlines.
- During the construction no vibratory compaction can be performed within 6 feet each side of the centerlines. No roller compactor with more than 20,000 lb of roller weight (or any other vehicle with more axle loading) can operate on top of the pipeline for construction purposes while the cover is less than the final height.
- No workspace shall be staged on the pipeline ROW for the construction.
- During construction utmost caution needs to be taken to protect the casing vent that is only 4 ft away from the road edge.
- The pipeline casing vent on east side of the road shall to be protected by a guard rail mentioned in the attached exhibit per FDOT standards. The middle span shall be at least 8ft wide so that the pipe casing wall is at least 2.5 ft away from the nearby rail post.

AGENDA ITEM NO. 9.35

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of Athletic Fees of $400.00 per Sport/Activity for Non-Traditional Students Participating in Manatee County Schools Athletics (Incoming Funds to Support Individual School Athletics)

Executive Summary
The School District of Manatee County currently provides opportunities for athletic participation in middle and high schools across a variety of sanctioned sports and intramural programs. State law (SB 538) permits non-district students to participate on public school athletic teams and allows the district to charge the participation fee to non-traditional students.

2026-2027 Athletic Fee Schedule

Charter	$400
Homeschool	$400
Private	$400
Virtual	$400

The implementation of an athletic fee model provides a structured and sustainable approach to supporting continued growth in student athletics. A fee of $400.00 per sport for non-traditional students establishes a reliable source that directly benefits athletic programs. These funds support high-quality student experiences, enable investment in modern equipment and program enhancements, and ensure safe, well organized competition opportunities. Overall, this model represents a strategic investment in expanding athletic access while promoting student achievement, participation, and school pride.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends approval of athletic fees of $400.00 per sport/activity for nontraditional students participating in Manatee County Schools athletics (Incoming Funds to Support Individual School Athletics).

Financial Impact
Incoming funds to support individual school athletics.

Contact
Submitting Department: High School Education
Initiated By: Sharon Scarbrough

AGENDA ITEM NO. 9.36

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title

Approval to Purchase Align Consulting Services, SDMC No. 27-0052 KM, Estimated in the amount of $168,500.00 (Multiple Funding Sources)

Executive Summary

The agreement between Align Consulting, LLC. and the School District of Manatee County to provide resources for 30 Mentor Groups during the school year, each Mentor Group will contain five (5) high risk high needs students for a one-on-five Mentorship Program in district schools. Align will provide two (2) AMP UP Coordinators to work directly with the POC at each school. The Mentorship Program will increase academic performance, build character and teach resiliency skills to our students. Align will provide data reporting for the program at the end of each semester to the administrative staff.

The requested contract is for the period of July 01, 2026 though June 30, 2027.

Historical expenditures are as follows:

- YTD 2025 - 2026 (July 1, 2026 through June 9, 2026) $48,000.00
- 2024 - 2025 $0.00
- 2023-2024 $199,695.00

Copies of the contract specifications, rider, and pricing are on file in the Purchasing Department.

The supplier/s is/are: Align Consulting, LLC, Lakewood Ranch, Florida, Florida Document No.L20000287641

Suppliers will only be utilized in accordance with District policies and procedures.

Copies of the contract specifications and pricing are on file in the Purchasing Department.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

Subsection 6A-1.012(11) F.A.C. states, 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: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) 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, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards 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."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 2

Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

Recommendation

The Superintendent recommends approval to purchase Align Consulting Services, SDMC No. 27-0052 KM, Estimated in the amount of $168,500.00 (Multiple Funding Sources).

Financial Impact

The funding source for this estimated expenditure is from Millage Referendum and General Fund and is included in the proposed budget(s) for 2026 - 2027 **(Multiple Funding Sources)**.

Contact

Submitting Departments: Associate Superintendent of Administration & Strategic Engagement and Purchasing
Initiated by: Kevin Chapman

Attachments:
Align Program Services Agreement
Rider to the Agreement Align Program Services Agreement

ALIGN PROGRAM SERVICE AGREEMENT

The Align Program Services Agreement ("Agreement") is entered into on June 10, 2026 ("Effective Date") by and among Align To Meet A Need Corporation d/b/a Align Benefit Corp., a Florida benefit corporation ("Align"), Christina Gerken, President and Chair of Align, and the School District of Manatee County, a Florida not-for-profit company ("SDMC"), each a "Party" and collectively, the "Parties".

1. Program Services and Fee. SDMC agrees to engage Align as a vendor to provide program services (the "Services") on a non-exclusive basis as set forth in the Statement of Work attached hereto as Exhibit A. Align agrees to provide the Services in collaboration with SDMC's project leader, make all revisions reasonably requested, provide status reports, and any other information or documentation reasonably requested by SDMC in consideration for the fee paid for the Program: AMP UP Program. The Statement of Work may be revised by replacing the current Exhibit A "Statement of Work" attached hereto with a new Exhibit A titled "Amended Statement of Work" signed and dated by the Parties.

2. Independent Program Status. Align is not an employee of SDMC and the Parties are not the agents of each other for any purpose. The Parties do not have authority to assume any obligation or make any representation on behalf of the other Party except as provided in this Agreement. Align agrees to report as income all compensation received by SDMC under this Agreement, and is responsible for paying all required state and federal taxes on all payments received by SDMC. SDMC will not (a) withhold FICA from Align's payments, (b) make state or federal unemployment insurance contributions on behalf of Align, (c) withhold state or federal income tax from Align's payments, (d) make disability insurance contributions on behalf of Align, or (e) obtain workers' compensation insurance on behalf of Align. Align agrees to indemnify and hold SDMC harmless against any such obligation imposed by a court or governmental entity requiring SDMC to make any payment set forth in this Section or upon determining that the Align Program is not an independent contractor.

3. Term. The term of this Agreement shall commence on the Effective Date and end as stated in Exhibit A or upon completion of the Services, whichever is sooner ("Term"). The Term may be shortened or extended by mutual written consent of the Parties.

4. Termination. Align may terminate this Agreement without cause by providing SDMC fifteen (15) days' prior written notice, in which case SDMC agrees to pay Align the balance of the Fee corresponding to the Services rendered by Align. Align may terminate this Agreement for cause immediately and without prior notice if SDMC materially breaches this Agreement, in which case SDMC agrees to pay Align the full amount of the Fee.

5. Align Representations. Align represents that it (a) has all business permits, certificates, and licenses necessary to perform the Services, (b) is not under any existing obligation in direct conflict with this Agreement, (c) has not granted any rights or licenses to any intellectual property or technology in conflict with SDMC's rights or Align's obligations under this Agreement, (d) has the right to disclose or use all ideas, processes, techniques, intellectual properties, and other

information Align will disclose to SDMC or use in the performance of the Services, and (e) shall not knowingly infringe upon any copyright, patent, trade secret, or other property right of any third party in the performance of the Services.

6. List of Copyrights and Confidential Information. The Parties have the right to attach to this Agreement an Exhibit stating a list of its (a) Copyrights intended to be used for the Services with the title of each work, and (b) Confidential Information subject to non-disclosure by the other Parties with a brief description of the information (a "List"). The Lists are attached hereto as Exhibit B (Christina Gerken and Align) and Exhibit C (SDMC), respectively.

8. Copyrights. The Parties reserve all rights to their Copyrights under federal law, including the exclusive right to works based upon or adapted from their preexisting Copyrights (collectively, "Derivative Works", as that term is as defined under 17 U.S. Code § 101). Any annotations, revisions, modifications, elaborations, updates, or additions to the content or subject matter of a preexisting Copyright shall constitute a Derivative Work and the Party holding the original Copyright shall retain the exclusive rights to such work. This Agreement shall not be construed as granting or conferring upon a Party any right, title or interest in another Party's Copyrights beyond the right to use it for and during the Services except as provided herein or in a separate written agreement signed by the Parties. The rights and obligations of the Parties with respect to Copyrights shall continue for as long as the work is protected under federal copyright law.

9. No Work For Hire. Notwithstanding anything stated to the contrary herein, no copyrightable work product created by Align or Christina Gerken in connection with providing the Services shall be considered a work for hire made for SDMC. Align and/or Christina Gerken shall own and retain all of the rights comprised in any such copyright pursuant to 17 U.S. Code § 201(b) and agrees to provide SDMC a non-exclusive, royalty-free license to use any such work during the Services without granting any other right, title, or interest in the work to SDMC.

10. Confidential Information. Confidential Information is defined herein as proprietary or confidential information, including but not limited to customer and supplier lists, trade secrets, templates, strategies, initiatives, plans, proposals, methods, inventions, innovations, practices, and processes that a Party wishes to protect from unauthorized use or disclosure under this Agreement.

11. Use of Confidential Information. A Party may disclose Confidential Information (a "Disclosing Party") to another Party and its Representatives, as defined in this Section below (a "Receiving Party") in connection with the Services. A Receiving Party shall not disclose a Disclosing Party's Confidential Information to any third party without the prior written consent of the Disclosing Party, except as necessary and under limited circumstances to its employees, officers, directors, partners, members, managers, agents, independent consultants, independent contractors, volunteers, or attorneys (collectively, its "Representatives") who require access to such item in furtherance of the Services and are informed that the item is Confidential Information. A Receiving Party agrees to notify a Disclosing Party in writing within fifteen (15) days of its discovery of any misuse, misappropriation, or unauthorized disclosure of any Confidential Information in violation of this Agreement, and shall honor any request from the Disclosing Party to cease and desist from disclosing such Confidential Information and/or promptly return or

destroy all copies of any item and all notes related to such item in its or its Representatives' possession. The rights and obligations of a Receiving Party with respect to Confidential Information shall terminate two (2) years after the Effective Date; provided that, with respect to information that constitutes a trade secret under applicable law, such rights and obligations survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or its Representatives. At the termination of this Agreement, a Receiving Party, upon written request of a Disclosing Party, agrees to promptly return to the Disclosing Party or destroy and/or permanently electronically delete all copies of any such item of Confidential Information in its possession, including all notes related to such item.

12. Information Not Confidential. Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of Receiving Party or its Representatives' breach of this Agreement, (b) is obtained by the Receiving Party or its Representatives on a non-confidential basis from a third party that, to the Receiving Party's or its Representatives' knowledge, was not legally or contractually restricted from disclosing such information, or (c) was in the Receiving Party's or its Representatives' possession prior to the Effective Date.

13. Permitted Disclosure of Confidential Information. If a Receiving Party or one of its Representatives is required by applicable law or a valid legal order to disclose any item of Confidential Information, the Receiving Party, before such disclosure (unless legally prohibited), shall notify the Disclosing Party if such a situation arises so the Disclosing Party may seek, at the Disclosing Party's expense, a protective order or other remedy. If the Receiving Party remains legally compelled to make such disclosure, it shall only disclose that portion of the Confidential Information that it is required to disclose, using reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

14. Indemnification. Align agrees to indemnify and hold SDMC and its officers, directors, employees, and agents harmless against all claims, losses, expenses (including reasonable attorney's fees, witness fees, and court costs), and injuries to any person or property that result from or arise out of Align's negligence in the performance or failure to perform the Services, breach of any provision of this Agreement, or violation of any law or regulation.

15. Governing Law. This Agreement and all matters arising out of or relating to the Services shall be governed by and construed in accordance with the laws of the State of Florida.

17. Arbitration. The Parties agree to waive their right to a court or jury trial with respect to any dispute under this Agreement and agree that any dispute or claim arising out of this Agreement shall be resolved by binding arbitration by a single arbitrator in Manatee County, Florida in accordance with the Rules of the American Arbitration Association.

18. Notices. All notices regarding this Agreement must be in writing and addressed to the Party at the following contact information:

Align

Christina Gerken
11161 E. State Rd 70, Suite 110 171
Lakewood Ranch, FL 34202
cgerken@alignconsultingteams.com

School District of Manatee County
Dr. Laurie Breslin
215 Manatee Ave W
Bradenton, FL 34205
Breslinl2@manateeschools.net

19. Severability. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the part held to be illegal or invalid.

20. Amendment and Waiver. The terms of this Agreement may not be modified, waived, changed, discharged or terminated, except by a writing signed by the Parties. No term or condition herein shall be deemed to have been waived except in a writing signed by the Parties. Any such written waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

21. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, and representations, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both Parties.

[Signature Page Follows]

The Parties have executed this Agreement as of the Effective Date.

ALIGN TO MEET A NEED CORPORATION D/B/A ALIGN BENEFIT CORP.

By:_____
Christina Gerken, President and Chair

SCHOOL DISTRICT OF MANATEE COUNTY

By:_____
Dr. Laurie Breslin, Superintendent

SCHOOL DISTRICT OF MANATEE COUNTY

By:_____
Cindy Spray, School Board Chair

EXHIBIT A

STATEMENT OF WORK

This Statement of Work is issued pursuant to the Independent Consulting Agreement ("Agreement") entered into on June 10, 2026 ("Effective Date") by and among Align To Meet A Need Corporation d/b/a Align Benefit Corp., a Florida benefit corporation ("Align"), Christina Gerken, President and CEO of Align, and the School District of Manatee County, a Florida not-for-profit company ("SDMC"), each a "Party" and collectively, the "Parties".

PROJECT NAME
Align Benefit Corp Program – AMP UP Program

TERM
July 1, 2026 – June 30, 2027

SERVICES
Align will provide the resources for 30 Mentor Groups during the Term. Each Mentor Group will contain up to 5 high risk high needs students total. AMP UP Mentors are fully vetted with Level II Background Checks and receive a badge from SDMC to use when they are on school premises for the AMP UP Program. The AMP UP Mentors will work with their students once per week. Align will also provide two AMP UP Coordinators to work directly with the POC at each school. Align will provide data reporting for the program at the end of each semester to the administrative staff.

FEE

AMP UP	$168,500
TOTAL	$168,500

PAYMENT TERMS
Invoice will be sent for $84,250.00 and payment due July 1, 2026.
Invoice will be sent for $84,250 and payment due January 5th, 2027.

This Statement of Work may be revised by replacing this current Exhibit A "Statement of Work" with a new Exhibit A titled "Amended Statement of Work" signed and dated at the end by the Parties in the form below:

Party	Signature	Dated
Align by: Christina Gerken	_____	_____
SDMC by: Dr. Laurie Breslin	_____	_____

EXHIBIT B

CHRISTINA GERKEN AND ALIGN
LIST OF COPYRIGHTS AND CONFIDENTIAL INFORMATION

All AMP UP Program Materials, PDF's, Videos, Training Materials, and Slide Decks

EXHIBIT C

SCHOOL DISTRICT OF MANATEE COUNTY
LIST OF COPYRIGHTS AND CONFIDENTIAL INFORMATION

SCHOOL BOARD OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the agreement to which this Rider is attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the agreement and the terms of this rider, this rider shall control.**

2. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

   For information on JLA, requirements visit http:/ /www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

3. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

5. **INSURANCE:** The Contractor shall furnish the District with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

6. **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

7. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

9. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is

performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.

b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

10. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

11. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

12. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

13. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

14. **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

15. **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, 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 Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

16. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 11, Termination for Convenience.

19. **SEVERABILITY:** If any one or more of the prov1s1ons of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

20. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address Align To Meet A Need Corporation dba Align Benefit Corp CHRISTINA GERKEN 11161 E ST RD 70 STE 110171 LAKEWOOD RANCH, FL 34202
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

21. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

22. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

23. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

24. **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor **will in** no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

25. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

26. **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

27. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

28. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

29. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

30. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from

performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

31. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

32. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

33. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

34. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80 Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

35. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: CGER5D1B

36. **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 a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, 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 a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, 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 Contractor 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 Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor 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. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

38. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

39. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards as may be amended from time to time.

40. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

41. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A - Contractor Information Form

Exhibit B - Appendix II to Part 200

Exhibit C- Contractor Affidavit Regarding the Use of Coercion for Labor and Services

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision **in** the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.

Align To Meet A Need Corporation dba Align Benefit CONTRACTOR/COMPANY NAME	11161 E ST RD 70 STE 110171 LAKEWOOD RANCH, FL 34202 ADDRESS
PHONE 813-520-9368	EMAIL cgerken@alignconsultingteams.com
TYPE OR PRINT NAME Christina Gerken	TITLE President and Chair
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES

DocuSigned by: Christina Gerken A9E9E3D53943429...	6/10/2026		
Contractor	Date	Deputy Superintendent (up to $49,999.99)	Date
School Principal	Date	Superintendent (up to $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100,000.00)	Date
Director of Purchasing (up to $24,999.99)	Date		

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Christina Gerken

TELEPHONE NUMBER: 813-520-9368

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
Gerken, Christina	06/2027	06/02/2022 2:00pm

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

DS LG

Exhibit B
Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 -Grants and Agreements
Subtitle A -Office of Management and Budget Guidance for Grants and Agreements
Chapter II -Office of Management and Budget Guidance
Part 200 -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4{b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

EXHIBIT C

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Align To Meet A Need Corporation dba Align Benefit Corp

Address: 11161 E ST Rd 70 STE 110171 Lakewood Ranch, FL 34211

Phone Number: 813-520-9368

Authorized Representative's Name: Christina Gerken

Authorized Representative's Title: President and Chair

Email Address: cgerken@alignconsultingteams.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

DocuSigned by:
Christina Gerken
A9E9E3D53943429...

Signature of Authorized Representative

6/10/2026

Date

AGENDA ITEM NO. 12.1

School Board of Manatee County
June 23, 2026 - Regular Board Meeting

Title
Approval to Advertise Naming of the Courts in the Park Adjacent to Martha B. King Middle School

Executive Summary
The School District has received nomination submissions from both community members and Manatee County Government requesting that the park adjacent to Martha B. King Middle School be named the DePalmer–Bollettieri Courts. Approval is requested to advertise the naming of the courts located in the park adjacent to Marth B. King Middle School.

These nominations recognize the lasting contributions and impact of Mike DePalmer and Nick Bollettieri on the community and the sport of tennis. Board Policy 7250, Commemoration of School Facilities, establishes the process and criteria for naming School District facilities or portions thereof, including recognition of individuals who have made significant contributions to the School District or community.

The submitted nominations have been reviewed and are being advanced in accordance with Board Policy 7250. The nominations and proposed naming will be published on the School District website. Information will be disseminated to local media outlets to invite community awareness and feedback. A public input period of no less than 60 days will be provided to gather community feedback. Following the public input period, the nominations will be presented to the School Board for consideration and a formal vote.

Contact
Submitting Department: Communications
Initiated by: Jamie Carson

AGENDA ITEM NO. 13.1

School Board of Manatee County
June 23, 2026 - Regular Board Meeting
Action Item

Title
Approval of the Superintendent Evaluation as Provided by the School Board

Executive Summary
Completed Board Members Evaluations were given to the School Board Clerk on June 4, 2024 and provided to Evan McCarthy, Director of Research and Assessment, for compilation. The report attached is the cumulative scores given by all Board Members.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Board Recommends approval of the Superintendent Evaluation as provided by the School Board.

Financial Impact
No Financial Impact

Contact
Submitting Department: School Board
Initiated by: Board Clerk

Attachments:
Superintendent Performance Evaluation for 2025-2026

2025-2026 Superintendent Performance Evaluation

Superintendent: Laurie Breslin

	Chad Choate III	Heather Felton	Charlie Kennedy	Cindy Spray	Richard Tatem	Overall Average Rating (Average of all Board Member Ratings)
Overall Average Rating	**4.13**	**4.25**	**4.25**	**4.81**	**4.13**	**4.31**
Goal #1 Increase Student Achievement resulting in improvements in every school (A, B, C Grade), learning gains, higher promotional (each level) and graduation rates.	4	5	4	4.5	4	**4.30**
Goal #2 Ensure curriculum, instruction, and assessment is designed and delivered with a focus on continuous improvement of student engagement and academic achievement.	4	4	4	5	4	**4.20**
Goal #3 Develop and sustain a healthy, respectful, caring, safe learning environment for students, faculty, staff, and community resulting in individual employee learning, student achievement, and overall school improvement.	4	4	4	4.5	4	**4.10**
Goal #4 Develop and sustain effective and efficient use of all resources for improved student achievement and fiscal responsibility.	4	4	4	5	4	**4.20**
Goal #5 Provide quality technology and business services to optimize operations, transportation, communications and academic results.	4	4	4	4.5	4	**4.10**
IMPACT/ RAPPORT BUILDING A. Builds a favorable public image of the district and superintendency. B. Maintains visibility at school sites and throughout the school district. C. Maintains visibility in the business community. D. Skilled in conflict resolution, consensus, and compromise-building while maintaining a professional demeanor and the self-esteem of others.	4	4	5	5	5	**4.60**
INTEGRITY A.Models consistent ethical, personal, and professional conduct. B.Develops high levels of openness and trust with Board members, staff, and the community. C.Considers needs of students foremost when making recommendations to the Board. D.Maintains consistency in interaction with staff, Board members, and community.	5	5	5	5	4	**4.80**
WORK STANDARDS A.Insists on effective performance from associates and subordinates B.Selects personnel who possess integrity and qualifications for key management positions. C.Relates all activities and decisions to the mission of the district. D.Establishes course of action which results in higher performance of students. E.Orders priorities and insists upon quality control and cost effectiveness.	4	4	4	5	4	**4.20**

SCHOOL BOARD OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the agreement to which this Rider is attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the agreement and the terms of this rider, this rider shall control.**

2. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

   For information on JLA, requirements visit http:/ /www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

3. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

5. **INSURANCE:** The Contractor shall furnish the District with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

6. **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

7. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

9. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is

performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.

b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

10. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

11. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

12. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

13. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

14. **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

15. **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, 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 Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

16. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 11, Termination for Convenience.

19. **SEVERABILITY:** If any one or more of the prov1s1ons of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

20. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address Align To Meet A Need Corporation dba Align Benefit Corp CHRISTINA GERKEN 11161 E ST RD 70 STE 110171 LAKEWOOD RANCH, FL 34202
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

21. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

22. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

23. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

24. **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor **will in** no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

25. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

26. **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

27. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

28. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

29. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

30. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from

performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

31. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

32. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

33. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

34. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80 Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

35. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: CGER5D1B

36. **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 a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, 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 a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, 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 Contractor 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 Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor 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. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

38. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

39. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards as may be amended from time to time.

40. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

41. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A - Contractor Information Form

Exhibit B - Appendix II to Part 200

Exhibit C- Contractor Affidavit Regarding the Use of Coercion for Labor and Services

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision **in** the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.

Align To Meet A Need Corporation dba Align Benefit CONTRACTOR/COMPANY NAME	11161 E ST RD 70 STE 110171 LAKEWOOD RANCH, FL 34202 ADDRESS
PHONE 813-520-9368	EMAIL cgerken@alignconsultingteams.com
TYPE OR PRINT NAME Christina Gerken	TITLE President and Chair
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES

DocuSigned by: Christina Gerken A9E9E3D53943429...	6/10/2026		
Contractor	Date	Deputy Superintendent (up to $49,999.99)	Date
School Principal	Date	Superintendent (up to $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100,000.00)	Date
Director of Purchasing (up to $24,999.99)	Date		

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Christina Gerken

TELEPHONE NUMBER: 813-520-9368

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
Gerken, Christina	06/2027	06/02/2022 2:00pm

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

DS LG

Exhibit B
Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 -Grants and Agreements
Subtitle A -Office of Management and Budget Guidance for Grants and Agreements
Chapter II -Office of Management and Budget Guidance
Part 200 -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4{b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

EXHIBIT C

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Align To Meet A Need Corporation dba Align Benefit Corp

Address: 11161 E ST Rd 70 STE 110171 Lakewood Ranch, FL 34211

Phone Number: 813-520-9368

Authorized Representative's Name: Christina Gerken

Authorized Representative's Title: President and Chair

Email Address: cgerken@alignconsultingteams.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

DocuSigned by:
Christina Gerken
A9E9E3D53943429...

Signature of Authorized Representative

6/10/2026

Date

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

THIRD AMENDMENT of the School Resource Officer Program Agreement

This THIRD AMENDMENT (Third Amendment), effective on the date last signed below, is made by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and THE SHERIFF OF MANATEE COUNTY, FLORIDA, whose mailing address is 600 US Highway 301 Boulevard West, Suite 202, Bradenton, Florida. 34205, hereinafter referred to as the "**Sheriff.**"

WHEREAS, on June 26, 2024, the **School Board** approved School Resource Officer Program Agreement (hereinafter the "Agreement") for the purchase of School Resource Officer Services from the **Sheriff** for the 2024-2025 School Year; and

WHEREAS, the **Sheriff** executed and approved the Agreement to govern the terms and conditions by which the Sheriff would provide School Resource Officer Services and the **School Board** would purchase and accept such services; and,

WHEREAS, the Agreement includes two (2) automatic renewals for additional one (1) year terms effective upon agreement by the parties and upon Sheriff's submission and the School Board's approval of a revised School Coverage Sheet (Attachment "A") and School Resource Officer Budget (Attachment "C"), governing each party's obligations for the additional term; and,

WHEREAS, on July 23, 2025, the **Sheriff** and **School Board** executed the FIRST AMENDMENT of the School Resource Officer Program Agreement (First Amendment) with a corresponding revised School Coverage Sheet (Attachment "A") and School Resource Officer Budget (Attachment "C"), effectuating a renewal of the Agreement for an additional one (1) year term, through the 2025-2026 School Year; and,

WHEREAS, on October 23, 2025, the Sheriff and School Board executed the SECOND AMENDMENT of the School Resource Officer Program Agreement (Second Amendment) to revise the School Coverage Sheet (Attachment "A") and the School Resource Officer Budget (Attachment "C") applicable through the first extended term approved by the parties upon execution of the First Amendment; and,

WHEREAS, the **Sheriff** has submitted a revised School Coverage Sheet (Attachment "A") and School Resource Officer Budget (Attachment "C") for the 2026-2027 School Year to the **School Board**, which accepts same; and,

WHEREAS, the **School Board** and **Sheriff** have agreed to a second automatic extension of the Agreement for an additional one (1) year term.

NOW, THEREFORE, the **School Board** and the **Sheriff** mutually agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

2. The Agreement is hereby extended for the 2026-2027 school year and will expire on June 30, 2027.

3. The 2026-2027 School Coverage Sheet ("Attachment A") and 2026-2027 School Resource Officer Budget (Attachment "C") hereto attached and fully incorporated herein shall govern each party's obligations for the second extended term.

4. Article 3, paragraph D of the Agreement is deleted and replaced in its entirety by the following:

D. The **School Board** shall reimburse the **Sheriff** the yearly costs, expenses, entitlements, and benefits resulting from the assignment of **SRO** as set forth in **Attachment "C"** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due to the **Sheriff** in quarterly installments after receipt of an invoice from the **Sheriff** per the following schedule, or as detailed within **Attachment "C"** submitted for any additional term:

November 1, 2026
February 1, 2027
May 1, 2027
August 1, 2027

Other than overtime reimbursement otherwise due **Sheriff** pursuant to the terms of this Agreement, any additional compensation for services or expenses in excess of the yearly costs set forth in **Attachment "C"** must be mutually approved in writing. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate, and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 day basis.

5. Except as expressly stated herein, all of the terms and conditions of the Agreement, as amended, shall remain in full force and effect.

6. In the event of any conflict between the terms and conditions of the Agreement, as amended, and this Third Amendment, this Third Amendment shall govern.

7. This Third Amendment shall be effective on the date last signed below.

The parties have caused the execution of this First Amendment, on the respective dates listed below.

[REMAINDER OF THIS PAGE BLANK. SIGNATURE PAGE TO FOLLOW]

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date: _____
Cindy Spray, Board Chair

ATTEST:

By: _____ Date: _____
Laurie Breslin, Superintendent

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Stephen R. Dye, School Board Attorney

SHERIFF OF MANATEE COUNTY, FLORIDA

By: Signed by: Charles R. Wells DD64DDC5BE09444... Date: 6/4/2026
Rick Wells, Sheriff of Manatee County, Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by: C40E682421C346E...
Eric Werbeck, General Counsel
to Sheriff Rick Wells

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

MCSO Coverage Sheet
FY 2026 - 2027 Budget

ATTACHMENT "A"

JORDAN-ESCALONA, JULIO	Unit Supervisor
FRANCZYK, MARC S	Supervisor
ANDERSEN JR, JAMES R	Supervisor

ACKERMAN, BRIAN KEITH	Horizons
RUIZ, MONICA CHASTITY	Horizons
ALCY, RUBEN	Braden River High School
KING, BRYHANA ANDREA	Bayshore High School
HARRIS, PAUL S	Lakewood Ranch High School
MIRELES, DAVID	Southeast High School
PEPPER, DEREK JAMES	Parrish Community High School

ORTEGON, RAFAEL GUILLERMO	Buffalo Creek Middle School
JEWETT, KENNETH LEE	Johnson Wakeland Middle School
EVANS JR, RICHARD D	Nolan Middle School
JOLLIFF, JOHN LEE	Braden River Middle School
SPRAGUE, KELSEY RENEE	King Middle School
FILER, STEPHEN DWANE	Dr. Mona Jain Middle School
STATON, DAVID ANDREW	Harllee Middle School
FINKLEA, TIMOTHY	Lee Middle School
AUGUSTIN, SADRAC	Haile Middle School
PAYRITS, JAKE	Palmview K-8

OTHER

LAWSON, EDWARD MICHAEL	Canine
ESPINDOLA JR, ROGELIO	Float
BOWDEN, LASHANDA	Float

ATTACHMENT "C"

Manatee County Sheriff's Office
HIGH SCHOOL School Resource Officer Program
FY 2026 - 2027 Budget
50/50 Split Personal Services Between School Board & MSO

PERSONNEL EXPENSES	2025 - 2026	Diff.	**2026 - 2027**	
Regular Salary	**$ 1,099,747.08**	$ (34,015.78)	**$ 1,065,731.31**	Reflects salary increase & deputy changes
Overtime (billed separately)	**-**	-	**-**	
Incentive	**9,480.00**	(0.40)	**9,479.60**	Reflects deputy changes
FICA	**84,855.87**	(2,602.24)	**82,253.63**	Reflects salary increase & deputy changes
Retirement	**390,337.01**	(8,314.58)	**382,022.43**	FRS rates 35.53%
Health & Life Ins.	**164,357.14**	(16,574.94)	**147,782.20**	Reflects insurance increases & deputy changes
Total Personnel Expenses	$ 1,748,777.11	$ (61,507.93)	**$ 1,687,269.17**	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	-	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 7
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. (4)
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	$ -	$ -	-	8yr amortization/deputy
TOTAL	$ 1,748,777.11	$ (61,507.94)	**$ 1,687,269.17**	

School Board 50% Share	$ 874,388.55	$ (30,753.97)	$ 843,634.59
School Board 25% Share	$ -	$ -	$ -
School Board Share	$ 874,388.55	$ (30,753.97)	$ 843,634.59

The above represents 7 School Resource Officers/2 Supervisors.

5/29/2026

HIGH SCHOOL School Resource Officer Program
FY 2026 - 2027 Budget

Employee	Position	Increase 4% Salary	Incentive	7.65% FICA	35.53% Retirement	Health	Total
JORDAN-ESCALONA, JULIO	Unit Supervisor	$ 150,621.45	$960	$11,596	$53,857	$25,874	$ 242,908.07
ANDERSEN JR, JAMES R	Supervisor	$ 148,420.67	$1,200	$11,446	$53,160	$25,869	$ 240,095.41
ACKERMAN, BRIAN KEITH	Horizons	$ 112,022.93	$1,560	$8,689	$40,356	$9,935	$ 172,563.18
RUIZ, MONICA CHASTITY	Horizons	$ 96,715.05	$480	$7,435	$34,533	$14,184	$ 153,347.33
ALCY, RUBEN	Braden River High School	$ 97,125.25	$1,560	$7,549	$35,063	$25,804	$ 167,101.41
KING, BRYHANA ANDREA	Bayshore High School	$ 84,994.83	$1,200	$6,594	$30,625	$9,864	$ 133,277.47
HARRIS, PAUL S	Lakewood Ranch High School	$ 142,619.24	$480	$10,947	$50,843	$25,844	$ 230,732.96
MIRELES, DAVID	Southeast High School	$ 134,151.93	$720	$10,318	$47,920	$9,988	$ 203,097.81
PEPPER, DEREK JAMES	Parrish Community High School	$ 99,059.96	$1,320	$7,679	$35,665	$421	$ 144,145.51
9		$ 1,065,731.31	$ 9,479.60	$ 82,253.63	$ 382,022.43	$ 147,782.20	$ 1,687,269.17

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

Manatee County Sheriff's Office
MIDDLE SCHOOL School Resource Officer Program
FY 2026 - 2027 Budget
50/50 Split Personal Services Between School Board & MSO

PERSONNEL EXPENSES	2025 - 2026	Diff.	**2026 - 2027**	
Regular Salary	**$ 1,157,069.18**	$ 9,404.78	**$ 1,166,473.96**	Reflects salary increase & deputy changes
Overtime (billed separately)	**-**	-	**-**	
Incentive	**8,999.88**	2,159.84	**11,159.72**	Reflects deputy changes
FICA	**89,204.28**	884.69	**90,088.98**	Reflects salary increase & deputy changes
Retirement	**410,339.70**	8,073.55	**418,413.25**	FRS rates 35.53%
Health & Life Ins.	**213,746.38**	(9,387.09)	**204,359.29**	Reflects insurance increases & deputy changes
Total Personnel Expenses	$ 1,879,359.43	$ 11,135.77	**$ 1,890,495.20**	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	-	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 9
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. (4)
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	-	-	-	8yr amortization/deputy
TOTAL	$ 1,879,359.43	$ 11,135.76	$ 1,890,495.20	

School Board 50% Share	$ 939,679.71	$ 5,567.88	$ 945,247.60
School Board 25% Share	$ -	$ -	$ -
School Board Share	$ 939,679.71	$ 5,567.88	$ 945,247.60

The above represents 10 School Resource Officers/1 Supervisor.

5/29/2026

Manatee County Sheriff's Office
MIDDLE SCHOOL School Resource Officer Program
FY 2026 - 2027 Budget

							- -	
		Increase 4%	-	7.65%	35.53%			
Employee	**Position**	**Salary**	**Incentive**	**FICA**	**Retirement**	**Health**		**Total**
FRANCZYK, MARC S	Supervisor	$ 137,247.47	$ 1,560.00	$ 10,618.77	$ 49,318.29	$ 15,368.75		$ 214,113.28
ORTEGON, RAFAEL GUILLERMO	Buffalo Creek Middle School	$ 111,644.37	$ 840.06	$ 8,605.06	$ 39,965.72	$ 25,780.03		$ 186,835.25
JEWETT, KENNETH LEE	Johnson Wakeland Middle School	$ 103,026.19	$ 719.94	$ 7,936.58	$ 36,861.00	$ 14,206.80		$ 162,750.50
EVANS JR, RICHARD D	Nolan Middle School	$ 138,311.49	$ 1,199.90	$ 10,672.62	$ 49,568.40	$ 25,843.54		$ 225,595.95
JOLLIFF, JOHN LEE	Braden River Middle School	$ 94,110.56	$ 1,199.90	$ 7,291.25	$ 33,863.81	$ 9,891.85		$ 146,357.36
SPRAGUE, KELSEY RENEE	King Middle School	$ 84,994.83	$ 1,199.90	$ 6,593.90	$ 30,624.99	$ 9,863.86		$ 133,277.47
FILER, STEPHEN DWANE	Dr. Mona Jain Middle School	$ 102,107.37	$ 479.96	$ 7,847.93	$ 36,449.28	$ 25,757.22		$ 172,641.76
STATON, DAVID ANDREW	Harllee Middle School	$ 108,760.83	$ 1,560.00	$ 8,439.54	$ 39,196.99	$ 25,764.74		$ 183,722.10
FINKLEA, TIMOTHY	Lee Middle School	$ 103,435.57	$ 1,560.00	$ 8,032.16	$ 37,304.93	$ 25,752.04		$ 176,084.70
AUGUSTIN, SADRAC	Haile Middle School	$ 91,417.64	$ 239.98	$ 7,011.81	$ 32,565.95	$ 25,729.23		$ 156,964.61
PAYRITS, JAKE	Palmview K-8	$ 91,417.64	$ 600.08	$ 7,039.36	$ 32,693.90	$ 401.24		$ 132,152.22
		$ -	$ -	$ -	$ -	$ -		$ -
11		$ 1,166,473.96	$ 11,159.72	$ 90,088.98	$ 418,413.25	$ 204,359.29		$ 1,890,495.20

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

Manatee County Sheriff's Office
Canine School Resource Officer Program
FY 2026 - 2027 Budget
60/40 Split Personnel Services Between School Board & MSO

PERSONNEL EXPENSES	2025 - 2026	**Diff.**	**2026 - 2027**	
Regular Salary	$ 107,319.06	$ 8,089.83	$ 115,408.88	Avg. H/S SRO Deputy
Overtime (billed separately)	-	-	-	
Incentive	1,440.00	(720.06)	719.94	Reflects deputy changes
ADD: Dog Care	9,009.00	-	9,009.00	346.50 x26 pp
FICA	8,320.07	563.79	8,883.85	Reflects salary increase & deputy changes
Retirement	41,442.58	(182.01)	41,260.57	FRS rates 35.53%
Health & Life Ins.	23,288.58	(13,345.93)	9,942.65	Reflects deputy changes
Total Personnel Expenses	$ 190,819.28	$ (5,594.38)	$ 185,224.90	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	$ -	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 1
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. $101
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	-	-	-	8yr amortization/deputy
TOTAL	$ 190,819.28	$ (5,594.38)	$ 185,224.90	
School Board 60% Share	$ 95,409.64	15,725.30	$ 111,134.94	
	$ -	-	$ -	
School Board Share	$ 95,409.64	$ 15,725.30	$ 111,134.94	

The above represents 1 School Resource Officer.

Manatee County Sheriff's Office
Canine School Resource Officer Program
FY 2026 - 2027 Budget

Employee	Position	Increase 4% Salary	- Incentive	Dog Care	7.65% FICA	35.53% Retirement	- Health	Total
LAWSON, EDWARD MICHAEL	CANINE	$ 115,408.88	$720	9,009.00	$8,884	$41,261	$ 9,942.65	$ 185,224.90
				-				
				-				
	1	$ 115,408.88	$720	$9,009	$8,884	$41,261	$9,943	$ 185,224.90

Docusign Envelope ID: 3B87739A-A906-822A-82FA-4F8D93E8170B

Manatee County Sheriff's Office
Float School Resource Officer Program
FY 2026 - 2027 Budget
50/50 Split Personnel Services Between School Board & MSO

PERSONNEL EXPENSES	2025 - 2026	**Diff.**	**2026 - 2027**	
Regular Salary	$ 190,374.67	$ 12,105.99	$ 202,480.66	Avg. H/S SRO Deputy
Overtime (billed separately)	-	-	-	
Incentive	1,922.00	1,077.88	2,999.88	Reflects deputy changes
ADD: Dog Care		-		346.50 x26 pp
FICA	14,710.70	1,008.57	15,719.26	Reflects salary increase & deputy changes
Retirement	67,669.20	5,338.04	73,007.24	FRS rates 35.53%
Health & Life Ins.	38,492.91	(3,564.00)	34,928.91	Reflects insurance increases & deputy changes
Total Personnel Expenses	$ 313,169.48	$ 15,966.47	$ 329,135.94	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	$ -	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 1
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. $101
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	-	-	-	8yr amortization/deputy
TOTAL	$ 313,169.48	$ 15,966.47	$ 329,135.94	
School Board 50% Share	$ 156,584.74	7,983.23	$ 164,567.97	
	$ -	-	$ -	
School Board Share	$ 156,584.74	$ 7,983.23	$ 164,567.97	

The above represents 2 School Resource Officer.

Manatee County Sheriff's Office
Float School Resource Officer Program
FY 2026 - 2027 Budget

Employee	Position	Salary (Increase 4%)	Incentive (-)	FICA (7.65%)	Retirement (35.53%)	Health (-)	Total
ESPINDOLA JR, ROGELIO	FLOAT	$ 114,997.60	$1,560	$8,917	$41,413	$ 25,787.55	$ 192,674.73
BOWDEN, LASHANDA	FLOAT	$ 87,483.05	$1,440	$6,803	$31,594	$ 9,141.36	$ 136,461.22
2		$ 202,480.66	$ 2,999.88	$ 15,719.26	$ 73,007.24	$ 34,928.91	$ 329,135.94