

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA

VENICE TAXPAYERS LEAGUE, INC.

Plaintiff,

Case No. 2010-CA-002699 NC

v.

Division C

SARASOTA COUNTY SCHOOL BOARD,

Defendant.

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**SETTLEMENT AGREEMENT**

This Settlement Agreement is between (1) the Venice Taxpayers League, Inc. ("VTL") and (2) the School Board of Sarasota County, Florida ("School Board"). VTL and the School Board shall be collectively referred to as "Parties."

1. No Action Voided, Including Referendum. The Parties agree that no action of the School Board is voided, including but not limited to the School Board's October 6, 2009 Resolution directing the Board of County Commissioners of Sarasota County, Florida, to call a referendum election on March 16, 2010 to vote on a continuation of the 1.00 mill ad valorem millage increase. The Parties further agree that the electorate's March 16, 2010 approval of the continuation of the 1.00 mill ad valorem millage increase is not voided.

2. Financial Advisory Committee. The School Board acknowledges that the Financial Advisory Committee, which the School Board established in approximately November 2000, shall be subject to Florida's Government in the Sunshine Law, and its meetings must be publically noticed in conformity with section 286.011(1), Florida Statutes. The School Board further acknowledges that the Financial Advisory Committee did not conduct any of its meetings in accordance with section 286.011(1), Florida Statutes, prior to January 1, 2010, and that no notices of any of its meetings were ever furnished to the public before January 1, 2010.

3. Issuance of Email Accounts. The School Board shall issue each current and future member of the Financial Advisory Committee with an email address that is hosted on the School Board's servers. The School Board shall direct that the Financial Advisory Committee members use this email account for any business relating to the Financial Advisory Committee.

4. Training. The School Board annually shall provide training to the Financial Advisory Committee on Florida's Government in the Sunshine Law as well as Florida's Public Records Law. The School Board, on March 18, 2010, provided this training to the Financial Advisory Committee.

5. Review of Committees and Task Forces. The School Board shall review each and every existing committee and task force that the School Board has created to determine, as to each such committee or task force, whether such committee or task force is subject to Florida's Government in the Sunshine Law. This Settlement Agreement does not preclude the School Board from abolishing any committee or task force it previously established, including the Financial Advisory Committee.

6. Withdrawal of Public Record Requests. VTL withdraws and abandons each and every pending public record request it has made directly or through any of its attorneys or agents, including without limitation to requests identified by the School Board as 20100309-001, 20100317-001, and 20100317-003. This provision shall not be interpreted to mean that VTL is precluded or otherwise barred from making future public record requests.

7. Specific Release. VTL releases and forever discharges (1) the School Board, together with all of its current and former members, officers, directors, employees, and agents; and (2) the Financial Advisory Committee, together with each of its current and former members, from any and all claims arising out of the conduct of the Financial Advisory Committee, whether

known or unknown, whether accrued or unaccrued, whether contingent, inchoate, or otherwise, specifically including without limitation to any alleged claim for a violation of Florida's Government in the Sunshine Law, Florida's Public Records Law, or claim for statutory fees, VTL may have against any of the releasees identified in this Paragraph arising out of the conduct of the Financial Advisory Committee. This is a self-executing provision and no separate release is required.

8. Dismissal With Prejudice. The School Board and VTL agree to jointly dismiss this lawsuit with prejudice, with both sides agreeing to pay its own attorney fees and costs, subject only to Paragraph 9, below.

9. Attorney Fees. The School Board shall pay \$26,500.00 in full satisfaction of VTL's claim for attorney fees and costs. The School Board shall issue payment to the Law Office of Andrea Flynn Mogensen, P.A., within fifteen (15) days from the execution of this Agreement.

10. Mandatory and Exclusive Venue. The exclusive and mandatory venue to enforce this Settlement Agreement is in the Twelfth Judicial Circuit Court in Sarasota County, Florida.

11. No Interpretation Due to Drafting. The Settlement Agreement will not be construed in favor of or against either of

the Parties on account of drafting the Settlement Agreement.

12. Void if Not Signed. The Settlement Agreement is void if not signed by all of the Parties. VTL acknowledges that the School Board must publically vote on the Settlement Agreement before it may be signed by an authorized representative.

AGREED TO BY:

**VENICE TAXPAYERS LEAGUE, INC.**

**SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA**

\_\_\_\_\_  
by: Gary Budway  
its: President

\_\_\_\_\_  
by: Shirley Brown, Chair

\_\_\_\_\_  
date

\_\_\_\_\_  
date

APPROVED AS TO FORM AND CONTENT:

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Attorney for Venice Taxpayers  
League, Inc.

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Attorney for School Board of  
Sarasota County, Florida