



AGREEMENT FOR PROFESSIONAL RECRUITMENT SERVICES

This Agreement ("Agreement") is between CITIZENS PROPERTY INSURANCE CORPORATION ("**Citizens**"), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and MODIS, INC. ("**Vendor**") having its principal place of business at 10151 Deerwood Park Blvd., Building 200, Suite 400, Jacksonville, FL 32256. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Recitals

On June 6, 2019, Citizens issued a Request for Proposal No. 19-0006 for Professional Recruitment Services (the "Solicitation"). Vendor's response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

The positions to be filled as a result of this Agreement can be classified into multiple categories, which include but are not limited to:

- Insurance Services – (Including but not limited to, Claims and Underwriting)
- Systems and Operations (Including but not limited to, Information Technology and Vendor Management)
- Financial Services (including Actuarial)
- Legal Services
- Internal Audit
- Other (Including but not limited to, Human Resources, Purchasing, Communications, etc.)

In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. "Candidate" means a person seeking a position with Citizens.
 - 1.2. "Candidate Submission" means a Candidate's independent submission with Citizens regarding an Open Position. A Candidate Submission shall be considered independent from any Vendor Submission. Candidate Submission(s) shall be prioritized as described in Section 3.4.5.

- 1.3. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.4. "Designated Contact(s)" means the person or persons from Citizens that are included in the Position Request as the point of contact for each Position Request.
- 1.5. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.6. "Interview" means the process designed by Citizens to review and meet a Candidate prior to filling an Open Position.
- 1.7. "Open Position" means a position which Citizens is seeking to fill and was included in a Position Request.
- 1.8. "Placement" means a Candidate was chosen by Citizens and placed in a Position.
- 1.9. "Position" means an employment opportunity with Citizens.
- 1.10. "Position Request" means Citizens' formal written notification to Vendor requesting that they provide Candidates who meet the minimum required and preferred experience, knowledge, skills, and abilities of an Open Position. Position Requests will contain at least a description of the academic or credentialing requirements, compensation range, and benefits of the Open Position, and any Candidate requirements, as well as any other information Citizens determines appropriate for the Vendor to identify potential Candidates.
- 1.11. "Recruiter's Fee" means percentage from the Selected Candidate's first year annual base salary that Citizens pays to Vendor when Vendor Submission is successful.
- 1.12. "Selected Candidate" means the Candidate selected by Citizens to fill the Position.
- 1.13. "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any service or Deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
- 1.14. "Vendor Staff" means any of Vendor's employees, agents, subcontractors or representatives who provide the Services.
- 1.15. "Vendor Submission" means a Candidate submitted by Vendor regarding an Open Position. Vendor Submission(s) shall be prioritized as described in Section 3.4.5.
- 1.16. "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for five (5) years.
- 2.2. Renewals. This Agreement may be renewed for two (2), two (2) year renewal periods followed by one (1), one (1) year renewal either: (a) by Citizens, at its discretion upon thirty (30) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same

terms and conditions set forth in this Agreement at the time of renewal, including any amendments signed by the Parties.

3. Services; Service Requirements.

3.1. Recruiting Services Description. Vendor shall provide Candidates that meet the requirements as stated in the Position Request. Vendor acknowledges and agrees that it will only provide those Candidates that meet the requirements set forth in the Position Request.

3.2. Organization and Positions Analysis.

3.2.1. Upon receipt of a Position Request from Citizens, Vendor shall conduct an analysis of the included requirements. Vendor shall schedule a meeting with Designated Contact(s) for review and clarifications of the Position Request.

3.2.2. Vendor shall conduct an analysis of the Open Position relating to the specified compensation and benefits included in the Position Request.

3.3. Position Request. Vendor shall only accept and process Position Requests that are placed by Designated Contact(s). Vendor acknowledges and agrees that Citizens will not accept any submissions by Vendor for Open Positions that are not submitted in response to a valid Position Request from Citizens.

Vendor shall confirm receipt of a Position Request, via email, within one (1) business day of delivery of notification by Citizens. After confirming receipt of the Position Request, it is Vendor's responsibility to request additional information or clarification from Citizens regarding the Open Position or Position Request details, including scheduling a meeting with Designated Contact(s) as needed.

Citizens is not liable and will not pay Vendor any fees for a Selected Candidate that is chosen by Citizens to fill an Open Position pursuant to a Candidate Submission, regardless of any contracts or oral arguments between the Selected Candidate and a Vendor.

3.4. Sourcing and Preliminary Screening.

3.4.1. Vendor shall actively seek out candidates with qualifications that meet or exceed those provided in the Position Request.

3.4.2. Vendor shall conduct thorough telephone screening(s) and/or face to face interview(s) with potential Candidates to obtain a better understanding of their background and suitability for the Open Position prior to submission to Citizens.

3.4.3. Vendor shall validate the minimum requirements, preferred experience, potential salary, benefits, and, necessary Position details included in the Position Request, with the qualified Candidate(s).

3.4.4. Prior to a Vendor Submission, Vendor shall verify that all included Candidates have not: (a) made a Candidate Submission for the Position included in the Position Request; or (b) been submitted by another Vendor for the same Open Position.

3.4.5. Vendor Submissions will not be accepted if Candidate applies to a Position (Candidate Submission) before Vendor makes a Vendor Submission. Submissions will be given priority based on which submission was received first, regardless of whether it was a Vendor Submission or Candidate

Submission.

For example:

Candidate A applies for Position (Candidate Submission) on January 1, 1990 at 11:58pm.

Vendor B submits Candidate A for an Open Position (Vendor Submission) on January 1, 1990 at 11:59pm.

Citizens prioritizes the Candidate Submission as it was received first.

3.5. Vendor Submission.

- 3.5.1. A Vendor Submission must be delivered to Citizens' Designated Contact(s) via email within the timeframe set forth in the Position Request, and shall include the following for each Candidate:
 - a. Current resume and salary expectations.
 - b. A written affirmation signed by the Candidate that the Vendor is the only firm authorized to represent the Candidate for the Open Position
 - c. Citizens' electronic application that can be found at <https://www.citizensfla.com/about/careers.com>. Vendor will direct Candidate to add Vendor as the "Referred By" party in the electronic application.
- 3.5.2. A Vendor Submission will be effective for the Open Position for a period of three (3) months after the date of Vendor Submission unless Vendor withdraws it in writing. After that time, Vendor will need to submit a new Vendor Submission that includes any Candidate for the Open Position.
- 3.5.3. Citizens will not pay and is not responsible for any Recruiter's Fees if the Candidate is selected for any other Open Position after three (3) months from the original Vendor Submission.
- 3.5.4. Vendor shall communicate only with Designated Contact(s) regarding the hiring of a Candidate for an Open Position. Vendor shall not contact any other Citizens' employee regarding the hiring of a Candidate for an Open Position, unless prior written approval by Designated Contact(s) is received, allowing contact with other Citizens' employees.

3.6. Interviews.

- 3.6.1. Vendor shall assist Citizens with scheduling Candidate interviews.
- 3.6.2. Vendor shall provide, to a Candidate selected for interview, all relevant Citizens' information prior to the interview (such as Benefits Guide, Position Description, location of offices).
- 3.6.3. Citizens agrees to arrange and pay, or reimburse the Candidate directly, travel costs related to the interview. This may include but is not limited to: airfare, mileage, car rentals and hotel accommodations. Costs will be agreed upon prior to the interview taking place and will be subject to the then-current version of **Citizens Travel and Travel Reimbursement Policy for Non-Citizens Employees**.

- 3.7. Vendor Representations. Vendor represents that they are an equal opportunity employment provider, and will provide potential Candidates regardless of age,

color, creed, disability, marital status, national origin, race, religion, sex, sexual orientation or any other illegal considerations.

- 3.8. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified to provide Citizens with Services. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.

If Vendor knows or learns of circumstances indicating that a Vendor Staff member (i) lacks the proper training or qualifications to perform the Services; or, (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens reasonably determines that a Vendor Staff member is unsuitable for his/her role under this Agreement, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.

4. Service Warranties and Standards.

- 4.1. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations. Whether by Vendor's notification, Citizens' sole determination, or otherwise, in any case where Citizens is concerned with Vendor's ability or willingness to perform this Agreement is in jeopardy, Vendor acknowledges and agrees that, upon Citizens' request, Vendor shall timely provide Citizens with all reasonable assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to perform this Agreement.
- 4.2. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary. Vendor acknowledges and agrees that Citizens may also monitor and record Vendor Staff communications to the extent they occur within or are connected to any Citizens' resource, such as electronic or telecommunications systems.
- 4.3. Service Level Standards.
- 4.3.1. Description. In addition to all other requirements in this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth below:
- a. Vendor will provide Citizens with weekly status updates for each active Position Request, by email or telephone.
 - b. Vendor will be monitored on an ongoing basis for performance

related measures, which may include, but are not limited to the following: Vendor Submission to Interview ratios and Interview to Placement ratios.

- c. Vendor shall continuously advise a Candidate of their status regarding a Position Request.
- d. Vendor shall respond to status requests from their Candidates who were submitted for an Open Position, within one (1) business day after receipt of the request.

5. **Changes.**

- 5.1. **Change Process.** Citizens may require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that: (a) such Change is within the general scope of this Agreement; and, (b) Citizens will make an equitable adjustment in Vendor's compensation or delivery date if a Change materially affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.
- 5.2. **Modifications.** A Change resulting in an increase or decrease to Vendor's compensation or the scope of Services must be evidenced by a formal amendment to this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

6. **Compensation.**

- 6.1. **Maximum Compensation and Budget Requirement.** Citizens' obligation to pay Vendor for all Services and reimbursable expenses under this Agreement (i) shall not exceed a total dollar amount of \$750,000 (inclusive for all vendors procured under RFP 19-0006); and, (ii) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.
- 6.2. **Recruiter's Fees.** Citizens has final and sole discretion for decisions related to hiring Candidates. Citizens does not guarantee explicitly or implicitly that the Vendor will receive any Position Requests during the term of this Agreement. If Citizens hires a Candidate submitted by Vendor pursuant to a valid Position Request, then Citizens shall pay Vendor a percentage of the successful Candidate's first year annual base salary ("Recruiter's Fee") according to the following table:

	Initial Term for Each	Renewal Term 1 for	Renewal Term 2 for	Renewal Term 3 for
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	Year of Years 1-5	Each Year of Years 6 & 7	Each Year of Years 8 & 9	Year 10
% of successful Candidates first year's salary (identical for all categories and salaries)	18%	18%	18%	18%

6.3. Vendor may offer decreases in its fees at any time and shall communicate the decrease in its Vendor Submission. No increases may occur to the Recruiter's Fee, nor will any additional fees be allowed at any time during the term of this Agreement.

6.4. Invoices. Vendor must timely submit all requests for compensation for Services in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Invoice shall also include the following: (a) the Agreement Number; (b) name of the hired Candidate; (c) first year annual base salary; and (d) the Recruiter's Fee, including percentage, amount owed, appropriate Vendor identification information. Vendor shall submit the original invoice to Citizens' Contract Manager or designee as identified in Section 9.2. Contract Managers.

All late payment inquiries must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum, the following: (a) Agreement/task order number/purchase order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 6.9.); and, (h) itemized Services for which compensation is being sought.

6.5. Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) calendar days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) calendar days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) calendar days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.

- 6.6. Travel-related Expenses. Citizens will not reimburse Vendor for travel-related expenses.
- 6.7. No Additional Charges. Except for the compensation described in the Compensation Schedule Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 6.8. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 6.9. Refund of Recruiter's Fees: In the event that the Selected Candidate is involuntarily terminated, resigns, is discharged or otherwise terminated from employment at Citizens, excluding terminations due to position eliminations, within ninety (90) calendar days after the Start Date, the entire Recruiter's Fee shall be refunded to Citizens.

Within thirty (30) days of the actual termination date, Citizens shall notify Vendor of the Candidate's termination and Vendor's right to a refund, and at Citizens' sole discretion, may elect to postpone the refund and accept another suitable Candidate from the Vendor, based solely on the original job specifications and at the discretion of the Citizens' Contract Manager.

If Citizens chooses to postpone the refund and hires a new Candidate submitted by the same Vendor, then the ninety (90) day potential period shall begin again, and no additional fees shall be due to Vendor for the replacement Candidate. If Citizens elects to have the Recruiter's Fee refunded, the Vendor shall do so within thirty (30) days notice from Citizens.

- 6.10. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

7. Indemnification and Limitation of Liability.

- 7.1. Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, employees, and policyholders (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without

limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) breaches of any representations made by Vendor under this Agreement; (d) any claim that any portion of the Services violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling.

7.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

7.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.

7.1.3. The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.

7.1.4. The provisions of this Section shall survive the termination of this Agreement.

7.2. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT. NOTHING IN THIS SECTION OR IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER SECTION 768.28, FLORIDA STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Insurance.

8.1. Vendor Insurance Requirements. During the term of this Agreement, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida:

8.1.1. Workers' Compensation which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein;

8.1.2. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate; and,

8.1.3. Professional Liability (errors and omissions) with minimum limits of \$1

million per claim and \$2 million in the aggregate.

- 8.2. Insurance Company Qualifications. Each company issuing policies required under Sections 8.1. must: (i) be licensed to transact business in the State of Florida; and, (ii) have an AM Best Financial Strength rating of "A-" or above.
- 8.3. Acceptable Deductible Amounts. The policies required under Sections 8.1. and 10.2. shall not have deductibles in excess of \$100,000 per claim/occurrence, except as pre-approved by Citizens in connection with financially reasonable self-insured retention limits. Prior to approving a self-insured retention alternative, Citizens shall have the right to request, and Vendor shall be obligated to timely provide, financial documents demonstrating that Vendor has the assets, income, and liquidity necessary to pay such retention. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of these policies. The payment of deductibles as well as any self-insured retention shall be the sole responsibility of Vendor.
- 8.4. Vendor's Insurance is Primary. The insurance required under Section 8.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens employee.
- 8.5. Citizens to be an Additional Insured. The Commercial General Liability policy in Section 8. shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.
- 8.6. Waiver of Subrogation. The insurance required under Section 8. shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 8.7. Coverage for Indemnity Obligations. The Commercial General Liability, Umbrella Liability, and Professional Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 8.8. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability and Professional Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 8.9. Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Section 8.1. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

9. Contract Administration.

- 9.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. Except for written notices not otherwise specifically required to be delivered to the Citizens' Contract Manager or designee (such as those relating to background checks, invoicing, data security requirements and subcontractors), all written

notices shall be delivered to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management Office
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Lori.Newman@citizensfla.com

Citizens shall provide written notice to Vendor of any changes to the Contract Administrator; such changes shall not be deemed Agreement amendments.

- 9.2. Contract Managers. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and operational obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager
Huw O'Callaghan
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, FL 32303
850-521-8336
Huw.O'Callaghan@citizensfla.com

Vendor's Contract Manager
Jason Bush
Modis, Inc.
10151 Deerwood Park Blvd., Building 200, Suite 400
Jacksonville, FL 32256
904-360-2492
Jason.Bush@modis.com

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager; such changes shall not be deemed Agreement amendments.

10. Suspension of Services; Agreement Termination; Transition Assistance.

- 10.1. Termination without Cause. By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed through the Termination Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of Citizens' termination without cause, Citizens, at Citizens' sole election,

may also require Vendor to provide the Transition Assistance as further described in this Agreement.

- 10.2. Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the breaching Party, in writing, of the nature of the breach and provide a reasonable time certain to cure the breach. The cure period will generally be ten (10) calendar days from receipt of the notice, provided that a cure period is not required if a cure is not feasible as determined by the non-breaching Party or if the breaching Party has already been notified of the breach and given at least ten (10) calendar days to correct it. If the breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the breaching Party, in writing, that it considers the breaching Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 10.2.
- 10.3. Scrutinized Companies; Termination by Citizens. In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the "Scrutinized Companies with Activities in Sudan List;" (c) has been placed on the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;" (d) has been placed on the "Scrutinized Companies that Boycott Israel List;" (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.

11. Disputes.

- 11.1. Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. This Section shall not apply if (i) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (ii) the dispute is subject to another provision in this Agreement that includes a different dispute resolution process. For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.
- 11.2. Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of

personal jurisdiction. The Parties also agree to waive any right to jury trial.

11.3. The provisions of this Section shall survive the termination of this Agreement.

12. Records; Audits; Public Records Laws.

12.1. Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) five (5) years after the termination of this Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.

12.2. Right to Audit and Inquire. Citizens shall have reasonable access to Vendor's facilities and has the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit and Office of the Inspector General. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during an audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audits to assess Vendor's corrective action(s). Any entity performing auditing services on behalf of Citizens pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Section. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.

12.3. Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to disclosure to third parties.

12.3.1. Protection of Vendor's Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that Vendor considers to be protected from disclosure under Florida law ("Vendors Confidential Information"), Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

12.3.2. Responding to Request for Vendor Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of

Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to reimburse Citizens for any attorneys' fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third party's challenge to Vendor's assertion of an exemption under Florida's Public Records Laws.

12.3.3. Vendor's Duty to Forward Records Requests to Citizens. Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

12.3.4. Additional Duties. To the extent Vendor is "acting on behalf of" Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must: (a) keep and maintain public records required by Citizens to perform the Services; (b) upon request of Citizens' Records Custodian, provide Citizens 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 term of this Agreement and following the completion of this Agreement if Vendor does not transfer the records to Citizens; and, (d) upon completion of this Agreement, transfer at no cost to Citizens all public records in possession of Vendor or, alternatively, Vendor may keep and maintain all records required by Citizens to perform the Services. If Vendor transfers all public records to Citizens upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to Citizens, upon request by Citizens' Records Custodian, in a format that is compatible with the information technology systems of Citizens.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,

**PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN
AT (i) (850) 521-8302; (ii)
RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii)
RECORDS CUSTODIAN, CITIZENS PROPERTY
INSURANCE CORPORATION, 2101 MARYLAND
CIRCLE, TALLAHASSEE, FL 32303.**

- 12.4. Vendor's Failure to Respond to Public Records Request. Vendor must comply with Citizens' request for records, including all documents, papers, letters, emails, or other materials in conjunction with this Agreement, within thirty (30) calendar days of Citizens' request. Vendor's failure to comply with Citizens request may be subject to penalties in accordance with Chapter 119.10, Florida Statutes. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 12.5. The provisions of this Section shall survive the termination of this Agreement.

13. Security and Confidentiality.

- 13.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens' data; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens' data; and, (c) protect against unauthorized access to or use of Citizens' data that could cause harm or inconvenience to Citizens or any customer of Citizens.
- 13.2. Data Encryption. Vendor and Vendor Staff will encrypt all electronic data and communications containing Citizens' data at rest and in transit using a strong cryptographic protocol that is consistent with industry standards.
- 13.3. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens' data on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).
- 13.4. Data Export. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens' data outside of the United States.
- 13.5. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens' data unless there is a business need.
- 13.6. Disposal of Data. The disposal of all printed materials containing Citizens' data must be done in a manner that renders the information inaccessible to others (the use of a reputable third-party shredding company is permissible).
- 13.7. Unauthorized Disclosure of Data. Vendor will notify Citizens Contract Administrator as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens' data of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes,

if Vendor maintains computerized data that includes personal information, as defined in such statute, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

- 13.8. Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens' data in connection with this Agreement.
- 13.9. The provisions of this Section shall survive the termination of this Agreement.

14. Miscellaneous.

- 14.1. Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.
- 14.2. Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 14.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 14.4. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 14.5. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 14.6. Subcontracting. Vendor shall not enter into any subcontracts for the performance

of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.

- 14.7. Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 14.8. Headings. The sections and headings herein contained are for the purposes of identification only, and shall not be considered as controlling in construing this Agreement.
- 14.9. Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.
- 14.10. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 14.11. Contract Disclosure Acknowledgement Addendum ("Addendum"). Vendor agrees that the Addendum attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.
- 14.12. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.
- 14.13. Modification of Terms. Except as otherwise provided for herein, this Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this

Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.

- 14.14. Assignments. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.
- 14.15. Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens' prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 14.16. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 14.17. Force Majeure. Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party's reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted party. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. Further, this Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizen, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions.

Because of the nature of Citizens' business, Citizens requires that Vendor take

every reasonable measure to avoid or minimize any delay or disruption under this Section, including the timely activation of Vendor's business continuity and disaster recovery plans. Where Vendor fails to undertake such efforts, the delay or disruption shall be included in the determination of any service level achievement.

If a force majeure event results in a partial reduction in Vendor's capacity to serve its clients, Vendor agrees that Citizens will receive the same or better priority as Vendor's other clients with respect to the allocation of Vendor's resources.

- 14.18. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties.

**CITIZENS PROPERTY INSURANCE
CORPORATION**

MODIS, INC.

DocuSigned by:
Violet Bloom
F390B38167024A0...

Signature

violet Bloom

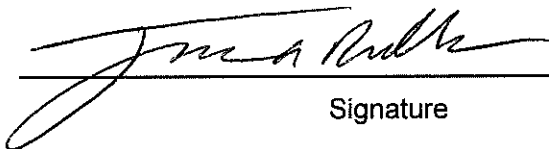
Print Name

violet Bloom

Title

12/20/2019

Date Signed



Signature

Travis A Webb

Print Name

AVP- Florida

Title

12/20/19

Date Signed

DocuSigned by:
Kelly Booten
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Signature

Kelly Booten

Print Name

Chief, Systems & Operations

Title

12/20/2019

Date Signed

**EXHIBIT A –
CONTRACT DISCLOSURE ACKNOWLEDGEMENT ADDENDUM (“ADDENDUM”)**

Company Name (“Vendor”): Modis, Inc.
Contract Name/Number (“Agreement”): 19-19-0006-07
Primary Vendor Contact Name: <u>Jason Bush</u>
Telephone: <u>904-360-2492</u>
Email: <u>Jason.Bush@modis.com</u>

Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes. As a part of providing public access to Citizens’ records, Citizens makes its contracts available on Citizens’ external website located at www.citizensfla.com/contracts. This Addendum is incorporated into the Agreement in order to address Citizens’ public posting of the Agreement and its disclosure to third parties

If Vendor asserts that any portion of the Agreement is exempt from disclosure under Florida public records laws, (the “Redacted Information”), such as information that Vendor considers a protected “trade secret” per Section 815.045, Florida Statutes, then Vendor must select the corresponding declaration below and provide the following:

- (1) A copy of the Agreement in PDF format with the Redacted Information removed (the “Redacted Agreement”); and,
- (2) A dated statement on Vendor’s letterhead in PDF format clearly identifying the legal basis for Vendor’s redaction of the Redacted Information (the “Redaction Justification”).

If Vendor does not select one of the two declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) days of Vendor’s receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

<u>Vendor Declaration:</u>
☒ Vendor acknowledges that all information in the Agreement is subject to public records disclosure by Citizens. Therefore, Vendor WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor’s full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor. Or ☐ Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) days of receipt of the fully executed Agreement. Citizens may post Vendor’s Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.