



## **ATTACHEMENT F – DRAFT**

### **AGREEMENT FOR COMMUNICATIONS AND ADVERTISING 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 [VENDOR NAME] (“**Vendor**”) having its principal place of business at [VENDOR ADDRESS]. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

#### **Recitals**

On April 1, 2020, Citizens issued a Request for Proposal No. 20-0012 for Communications and Advertising Services (the “Solicitation”). Vendor’s response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

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. “Advertisement” means any Media Services produced for Citizens as a result of this Contract.
  - 1.2. “Advertising Campaign” means a coordinated series of linked Advertisements with a single or common idea of theme, which utilizes one or more Media channels, and may also have Target Markets or Target Audiences.
  - 1.3. “Advertising Plan” means an explicit outline of what goals an Advertising Campaign should achieve, how to accomplish those goals, and how to determine whether or not the Advertising Campaign was successful in obtaining those goals.
  - 1.4. “Advertising Materials” means any artwork, graphics, proofs, samples, copies, tapes, pamphlets, booklets, videos, presentations, boards, Uniform Resource Locators (URLs) or other Media, done in electronically, digitally or print.
  - 1.5. “Citizens Data” means any and all data of Citizens in an electronic format that: (a) has been provided to Vendor by Citizens; (b) is collected, used, processed, stored, or generated as a result of the Services; or, (c) is private information or personally identifiable information collected, used, processed, stored, or generated as a result of the Services, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-

issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein.

- 1.6. "Cost Estimate" means a document prepared by the Vendor for Citizens approval of expenditures that are reimbursable by Citizens pursuant to the resulting Approval of the Cost Estimate
- 1.7. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.8. "Disaster, Emergency, or Catastrophe/Catastrophic Event" means a natural or unnatural event occurring at any time in which Citizens determines is a disaster or catastrophe.
- 1.9. "Education Campaign" means a specific communications effort by Citizens intended to inform customers and stakeholders about a selected topic.
- 1.10. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.11. "Media" means any means of mass communication, including but not limited to, radio, television station, newspaper, magazine, billboards, or the internet.
- 1.12. "Message" means the themes, focuses, and ideas of a specific Advertising Campaign.
- 1.13. "Response Time" means the interval of time from Vendor receiving a request notice from Citizens to initiate the Crisis Communication Plan and Vendor responding to the request.
- 1.14. "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.
- 1.15. "Service Credit" means a form of financial compensation to expedite the resolution for a failure of a standard level agreement.
- 1.16. "Service Request" means Citizens requests the Vendor provide Services that were part of the Crisis Communication Plan or other Advertisement needs.
- 1.17. "Target Audience" means a specific and identified population to which an Advertising Campaign or Message is directed.
- 1.18. "Target Market" means a specific and identified population to which an Advertising Campaign or Message is directed.
- 1.19. "Vendor Staff" means any of Vendor's employees, agents, subcontractors, or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information or Citizens Data.
- 1.20. "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 three (3) years.
- 2.2. Renewals. This Agreement may be renewed for three (3), one (1) year renewal periods either: (a) by Citizens, at its discretion upon twenty-one (21) 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. Description. Vendor shall provide the following Services:

3.1.1. Crisis Communication Plan. Vendor shall develop a crisis communication plan which addresses various scenarios where a corporate media response may be necessary by Citizens (the "Crisis Communication Plan"). The purpose of the Crisis Communication Plan is to create a customized Advertising Plan identifying scenarios, standard messaging, timelines, Advertising Materials, Media, and Target Markets, for Citizens that may be deployed at Citizens' discretion.

- a. Within sixty (60) days of the Effective Date, Vendor shall meet with Citizens to discuss and determine the extent and scope of the Crisis Communication Plan and thereafter deliver a draft plan to Citizens for review.
- b. Within forty-five (45) days after receipt of the draft plan, Citizens shall provide to Vendor any proposed or suggested edits, or identify additional elements that need to be incorporated, or approve the Crisis Communication Plan as delivered.
- c. If necessary, make revisions and present a revised draft to Citizens for final review and approval
- d. The Parties may repeat this process until a final Crisis Communication Plan has been reviewed and approved by Citizens.
- e. Vendor will meet with Citizens quarterly to discuss the Crisis Communication Plan and update any necessary information, including the contact information for the Vendor's point of contact. In the event of a change to the Vendor's point of contact outside of the quarterly meeting, the Vendor shall notify Citizens of this change immediately to ensure continuation of Service.
- f. Vendor, in consultation with Citizens, will update the Crisis Communication Plan on an annual basis. Vendor also agrees to participate in an annual mock storm simulation at Citizens request to test Crisis Communication Plan and work with Citizens.
- g. The Crisis Communication Plan shall, at a minimum include, but not be limited to, the following elements:
  1. Identification of Vendor's activation team that will be integrated with Citizens as needed;
  2. Engagement procedures upon activation of Services;

3. Proposed timeline for activation of Services;
4. Potential Target Audiences and Target Markets based on outlined scenarios;
5. Daily Advertisement activities;
6. Planned pre-and post-storm Advertisements, Advertising Materials and Media;
7. Proposed media purchases and production schedules for radio, television and/or newspaper;
8. Proposed Media “cost per day” (expected cost of Media activity in any twenty-four (24)-hour period);
9. Proposed timeframes for Media emergency process meetings and expectations;
10. Pre-approved Advertisement templates for campaign reporting;
11. List of Media contacts, station streaming list;
12. List of talking points and potential topics based on outlined scenarios;
13. All Advertisements and Advertisement Materials will include a Spanish version option with any potential added costs clearly and separately detailed;
14. Detailed agreement as to the manner with which Citizens’ shall request Services be activated under the Crisis Communication Plan; and,
15. Additional activities related to the Crisis Communication Plan and this contract.

3.2. Ad Hoc Advertising Campaigns (Planning and Consulting Services). At Citizens’ discretion and to meet Citizens’ needs, during the term of the Agreement, Citizens may request that Vendor provide consulting and planning Services to develop an Education Campaign. Vendor will consult with Citizens to understand relevant details regarding the desired Message to be conveyed, the Target Markets, Target Audiences, timing requirements and other key elements relating to the Advertisement Campaigns.

3.2.1. In addition to creating Advertisements, Vendor shall present strategies and solutions for increasing customer awareness of the proposed Advertisement Campaign. Vendor shall research, develop, provide support and rationale, document and present offline and online Media options for the Advertisement Services required. The Parties will develop a unique Advertising Plan for each requested topic.

- a. An Advertising Plan shall include the level detail required based upon the Advertising Campaign, and may include, but is not limited to:
  1. All required timeframes associated with delivery of Services or Advertisements;
  2. The urgency and severity of the Disaster, Emergency or Catastrophe/Catastrophic Event related to the Services requested;

3. All Target Markets and Target Audiences;
4. All desired media purchases;
5. All proposed Media and Advertising Materials, and other Advertisement requirements;
6. All proposed Media, Advertising Materials will include a Spanish version option with any potential added costs clearly and separately detailed; and,
7. Citizens' approved strategies and solutions related to the Services to be performed.

- 3.3. Targeted Message and Advertisement Development Services. Citizens may request Vendor to create, develop and produce for Citizens targeted Messages and Advertisements. These associated Advertisements will likely include fifteen (15), thirty (30) or sixty (60) second Media, and print materials, including billboards.

All targeted Messages developed by Vendor must be approved by Citizens before they are further developed, produced and run on any Media channel or provider.

- 3.4. Rate Negotiation Services. Vendor shall act as Citizens' agent to negotiate competitive communication and Advertising rates with local Media outlets and channels ("Rates") for Citizens' Media. Additional specifications are as follows:

3.4.1. Negotiated Pre-Event Rates. Citizens is seeking to obtain advanced commitments and potential savings on Rates when effectuating Advertisement and Media Services associated with its Crisis Communication Plan. To the extent possible, Citizens will consult with Vendor to negotiate pre-event Rates for Media purchases for the Crisis Communication Plan. If pre-event negotiated Rates are not possible, then in anticipation of or after a Disaster, Emergency or Catastrophe/Catastrophic Event, Vendor will provide Rate negotiation Services in an expedited effective manner as defined in this Section, in the Crisis Communication Plan, or as modified by Citizens.

3.4.2. As Needed Rates. Rate negotiation Services may be performed as need by Citizens on an as requested basis for Advertising Campaigns and Targeted Message and Advertisement Development Services.

3.4.3. General Provisions for Rates. The following provisions apply for all Advertising Rates:

- a. For each type of Media, Vendor will provide Citizens with estimated costs, all associated fees, and estimated average mark-ups. Vendor shall use commercially reasonable efforts to negotiate the best Rates reasonably obtainable based upon the circumstances.
- b. All Rates must be pre-approved in writing by Citizens before Vendor is authorized to make purchases on behalf of Citizens. All commitments made on Citizens' behalf with proper Citizens' approval become Citizens' responsibility to pay.
- c. The Vendor will be responsible for the placement and purchase of all Media Services. The Vendor's experience and buying power in the Florida advertising markets may lead to cost savings for Citizens. In negotiating Media purchases, the Vendor will make Citizens aware of any savings or discounts that may be achieved through long-term commitments or other specialized programs, and provide to Citizens



any such savings or discounts, as applicable.

- d. The Vendor must seek three or more quotes for all Production commodities and/or services. Quotes will be reviewed by Citizens, and awarded as determined to be in the best interest of Citizens.
- e. Written approval of production Cost Estimates by Citizens will constitute approval of the costs and charges included therein. If the costs and charges are higher than the estimate or approved amount, Citizens' written approval is required.
- f. The Vendor must ensure that all production elements are produced and distributed on time and on budget.
- g. The Vendor must audit and verify all Media outlets. If the Vendor proposes a more viable and cost-effective Media method, the Vendor will make the report available for inspection and approval by Citizens.
- h. Written approval required under this Section may be verbally given by an approved Citizens' representative when time or circumstance does not otherwise permit written confirmation. If verbal approval is obtained, it must be subsequently confirmed in writing from Citizens within twenty-four (24) hours. Written approval may take the form of a signed letter or memo, or by email, fax or electronic signature.
- i. After receiving the requisite authority from Citizens, Vendor shall purchase the desired Media on behalf of Citizens. Vendor shall then confirm, record and monitor all approved Media purchase, Media Advertisements, including the negotiated runs, schedules, and fees from Media providers on behalf of Citizens. Payment for will follow the provisions in Section 7.

3.5. After Action Planning. It is an expectation of Citizens that the Parties will constantly improve the quality of Services throughout the term of the Agreement. As such, each time Vendor provides Advertising Services to Citizens, Vendor will prepare and deliver to Citizens a brief After Action Plan (the "After Action Plan"). An After Action Plan will include the following:

3.5.1. An analysis by Vendor of the effectiveness of the Services provided (For example: action taken, effectiveness of Services, Target Market penetration results). The Vendor must ensure that all Media Services are broadcast or published according to any contracts or placement instructions.

3.5.2. The Vendor must provide, at no cost to Citizens, affidavits, tear sheets or any other placement verification requested by Citizens. Placement verification documents must indicate the run dates and/or times and the circulation or ratings achieved.

3.5.3. Identified opportunities for improvements.

3.5.4. Verification that the Media Services were performed as expected and as approved by Citizens. Vendor will document all efforts to pursue Media providers in efforts to fulfill the requirements of any Service Request. Failed performances will be compensated through credits and/or other forms of compensation in accordance with predetermined tolerances for each Service Request. Unless otherwise specified by Citizens in writing, delivery of the After Action Plan will occur within thirty (30) calendar days after Vendor provides the Advertising Services or

agreed upon by the Parties at the time Services are requested.

3.5.5. The Vendor must maintain current flowcharts for all Media Services activity, by fiscal year. Detailed flowcharts must at a minimum specify Media Services type, market tiers, GRP levels, creative rotation, and costs for each campaign. Costs must be summarized by campaign, by month, by quarter, and by fiscal year. Flowcharts must be updated, maintained and provided to Citizens within forty-eight (48) hours of a new product launch or any change in Media plans or activity.

3.6. Additional Services. Citizens from time to time during the term of this Agreement may request that the Vendor perform additional Advertising Services. Any additional Services under this Section shall be mutually agreed upon in writing by Citizens and Vendor. Compensation for these additional Services shall not exceed the agreed upon rates in this Agreement.

3.7. Service Request. The following process shall be used to activate Services pursuant to this Agreement:

3.7.1. When Services under the Crisis Communication Plan are needed, Citizens shall deliver a Service Request to Vendor by way of the agreed-upon manner developed in the Crisis Communication Plan.

3.7.2. When Services for ad hoc Advertising Campaigns are needed, Citizens shall deliver a written Service Request ("Service Request") to Vendor. The purpose of the Service Request is to help identify key components Citizens requires for its communication and Advertising needs and set the stage for further detailed discussions between Citizens and Vendor to carry out the Services needed.

3.7.3. Task Orders. After the issuance of a Service Request, the Parties will get together to discuss in detail Citizens' communication and advertising needs, which shall be memorialized in a written Task Order signed by Contract Managers or their designees or in another mutually agreed format, An Advertising Campaign, Advertising Plan, and After Action Plan, and plans for targeted Messages or Services is not the same as a Task Order, however, it can be referenced or attached as a scope of Service to the Task Order. All Services must be approved by Citizens prior to being finalized.

3.8. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. 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 statutes, 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 determines that a Vendor Staff member is unsuitable for his/her role under this Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, credentialing, licensure, veracity, or conduct, 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. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional manner in accordance with this Agreement and the standards prevailing in the industry. To this end, Vendor will undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranty and covenants in this Section will extend to and bind Vendor's subcontractors, if any.
- 4.2. 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.
- 4.3. Responding to Hurricanes and Other Catastrophic Events in Florida. The Parties acknowledge and agree that; (a) the Services are essential to Citizens' business operations and its ability to respond to hurricanes and other catastrophic events in Florida; and, (b) Vendor will be ready, willing, and able to provide the Services during and after such events unless doing so would be illegal, impossible, or unreasonably dangerous. This Section supersedes the Force Majeure provisions in Section 14.16. below.
- 4.4. 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.
- 4.5. Professional Competence, Ethics and Professionalism. All vendor employees are required to demonstrate the highest levels of professional competence, ethics and professionalism while performing work for Citizens or otherwise being associated with Citizens. Citizens reserves the right at any time for any reason to require that a particular vendor employee be disallowed from performing Services under this Agreement.
- 4.6. Material Breach of Service Levels. If Vendor fails to fully and satisfactorily provide or perform any Service during the term of this Agreement, such failure shall



constitute a material breach of the Agreement. If such breach is not cured within seven (7) days after written notice is provided to Vendor, Citizens may immediately pursue all available remedies under this Agreement.

4.7. Service Level Standards.

4.7.1. 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.

a. Services Response Time. Vendor will respond to Citizens within two (2) hours of receiving request to initiate the Crisis Communication Plan.

1. Where the Response Time is less than or equal to two (2) hours, no Service Credit will be due to Citizens.
2. Where the Response Time is more than two (2) hours on three (3) different occasions per calendar year, Citizens shall be due a Service Credit in the amount of one (1%) percent of the fee for each transaction.

b. Services Response Time. Vendor will respond to Citizens within twenty-four (24) hours of receiving request to initiate ad hoc Advertising Campaigns.

1. Where the Response Time is less than or equal to twenty-four (24) hours, no Service Credit will be due to Citizens.
2. Where the Response Time is more than twenty-four (24) hours, Citizens shall be due a Service Credit in the amount of one (1%) percent of the compensation fee for each transaction.

c. Service Availability. Services will be available to Citizens seven (7) days a week, twenty-four (24) hours a day; without exception.

1. Where the Service available to Citizens is less than described above, Citizens shall be due a Service Credit in the amount of ten (10%) percent of the fee for that transaction.

4.7.2. Reports. At Citizens' request, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; (d) any Service Credit due to Citizens; and, (e) if requested, a rolling six-month Service Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no less than quarterly, to review Vendor's performance as it relates to the Service Level Standards. If Vendor fails to provide a report for a Service Level Standard in the applicable timeframe, the Service Level Standard shall be deemed to be completely failed for the purposes of calculating a Service Credit. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.

- 4.7.3. Failure to Meet Service Level Standards. If Vendor does not meet a Service Level Standard, Vendor shall issue the applicable Service Credits as agreed upon herein. The Service Credits will be issued on Vendor's next invoice to Citizens for the Services. The Service Credits are intended only to cover the diminished value of a Service that is delivered to Citizens. The acceptance of a Service Credit does not waive Citizens' right to pursue other remedial actions or claims under this Agreement. To the extent the underlying acts or omissions constitute an event of default under another Section of this Agreement, Citizens may declare an event of default under that Section. Notwithstanding the issuance of a Service Credit, Vendor will use its best efforts to minimize the impact or duration of any outage, interruption or degradation of Service. In no case shall Citizens be required to notify Vendor that a Service Credit is due as a condition of payment of the same.
- 4.7.4. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Vendor fails to meet any Service Level Standard for four (4) months out of any rolling twelve (12) month period.
- 4.7.5. Temporary Suspension of Service Level Standards. Vendor will be excused for failing to meet any Service Level Standard if and to the extent such failure is excused under Section 14.16. Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would excuse or affect Vendor's ability to achieve any of the Service Level Standards. In all such cases, Vendor will continue to make all reasonable efforts to achieve the Service Level Standards. Suspension of a Service Level Standard shall not excuse Vendor from accumulating data relevant to that Service Level Standard and reporting such data to Citizens as part of the reports required herein.

## **5. Deliverables and Work Product.**

- 5.1. Deliverables and Financial Consequences. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to enforce financial consequences which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; and/or, (b) terminating this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 11.3. below.

In addition, the following financial consequences shall also apply if the Vendor fails to deliver the following Deliverables as specified in this Agreement.

<b>Deliverable</b>	<b>Due Date</b>	<b>Financial Consequences</b>
Crisis Communication Plan	Within sixty (60) calendar days of agreement execution	Ten (10%) percent of the compensation fee
Annual Emergency Preparedness Plan	Annually and/or on an as needed basis	Ten (10%) percent of the compensation fee
Quarterly Meeting with Citizens	Quarterly	Five (5%) percent of the compensation fee

		for each missed Quarterly Meeting
After Action Plan	Within thirty (30) days after Services are provided or as agreed-upon by the Parties at the time Services are requested.	Two (2%) percent of the compensation fee for each missed date

5.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 5.3., Citizens will have all right, title and interest in and to each Work Product and any derivative works relating thereto (including ownership of copyrights). The use of these Work Products in any manner by Citizens shall not support any claim by Vendor for additional compensation. Each Work Product, and any portion thereof, shall be a "work made for hire" for Citizens pursuant to federal copyright laws. To the extent any of the Work Product is not deemed a work made for hire by operation of law, Vendor hereby irrevocably assigns, transfers, and conveys to Citizens, or its designee, without further consideration all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Vendor acknowledges that Citizens shall have the right to obtain and hold in its own name any intellectual property right in and to the Work Product. Vendor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Citizens may reasonably request, to perfect or evidence Citizens' ownership of the Work Product. This Section shall survive the termination of this Agreement.

5.3. Pre-Existing Materials.

5.3.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, or other intellectual property that have been previously developed, purchased, licensed, or acquired by Vendor or by third Parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embed Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.

5.3.2. If and to the extent any Pre-Existing Materials of Vendor are embedded or incorporated in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.

5.3.3. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Work Product, Vendor shall secure for Citizens an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and fully paid-up right to use, execute, display, and perform such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such Pre-Existing Materials into any Work Product, and

such right must include, if practicable, a right to: (a) copy, modify, and create derivative works based upon such Pre-Existing Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party Service provider of Citizens. This Section does not apply to standard office software (e.g., Microsoft Office).

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

## **6. Changes.**

6.1. 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.

6.2. 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.

## **7. Compensation.**

7.1. Maximum Compensation and Budget Requirement. Citizens’ obligation to pay Vendor for all Services accepted and reimbursable expenses under this Agreement (i) shall not exceed a total dollar amount of **\$DOLLAR AMOUNT**; and, (ii) is contingent on the availability of budgeted funds approved by Citizens’ Board of Governors on an annual basis.

7.2. Cost Estimates. The Vendor must prepare and submit a Cost Estimate, a document prepared by the Vendor for Citizens approval of expenditures that are reimbursable by Citizens pursuant to the resulting approval of the Cost Estimate, which must include a clearly-defined scope of communications and advertisements, with an itemized projected expenses detailing the proposed financial obligations for each Media Flight and/or Production.

The Vendor must have a signed Cost Estimate, showing Citizens’ approval, before the Vendor is authorized to commit or start any work on Citizens’ behalf. Citizens is not liable for any costs incurred by the Vendor which have not been included in a Cost Estimate approved in advance by Citizens. Except as specifically provided herein, no work undertaken prior to written authorization of the Cost Estimate will be paid.

7.3. Subcontractor Agreements. All subcontractors must give the Vendor a written agreement that the Subcontractor holds the Vendor solely liable for all payments owed to them, and that Citizens is not liable for payment of any obligation which the Vendor may owe such subcontractor. Additionally, the Vendor must provide Citizens with copies of all applicable subcontractor agreements, as requested by



Citizens.

- 7.4. Cost Reimbursement. Subject to approval of the Cost Estimate, Citizens will reimburse the Vendor for the net cost, minus any available discounts including, but not limited to, prompt payment, bulk purchases, and/or advance payments, of amounts paid to Subcontractor(s) for reimbursable costs incurred at the conclusion of any Advertising Data or upon completion of production, and upon receipt of invoices or evidence of payment.

Each Vendor invoice submitted to Citizens for cost reimbursement must include copies of invoices paid and applicable Subcontractor Agreements, if reimbursement of payments to such third-parties is sought, along with a copy of the approved Cost Estimate and cross-references sufficient to identify the details of the invoice with items in the approved Cost Estimate.

Miscellaneous administrative and overhead expenses will not be reimbursed by Citizens. The Vendor must consider these costs as a part of the proposed annual compensation base. Miscellaneous administrative and overhead expenses include but are not limited to creation and delivery of Creative Concepts, travel, postage, telephone, photocopying, office supplies and similar expenses.

- 7.5. Advance Payment of Reimbursable Costs. Citizens may authorize advance payment of up to fifty (50%) percent of costs identified on any Citizens' approved Cost Estimate. All advance payment requests must include a statement from the Vendor that advance payment is required for the services being rendered. Failure to include the above statement may result in the advance payment request being delayed and/or rejected.

Citizens will reimburse any remaining costs, not advance paid, as outlined in Citizens approved Cost Estimate, upon completion of the work as specified and receipt of an Invoice or evidence of payment.

- 7.6. Compensation Schedule. To be determined after Vendor is awarded.

- 7.7. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, 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. Vendor shall submit the original invoice to Citizens' Contract Manager or designee as identified in Section 10.2. Contract Managers. All late payment inquiries must be submitted to the attention of Citizens' Contract Manager or designee as identified in Section 10.2 and Citizens' Accounts Payable department at [accountspayable@citizensfla.com](mailto:accountspayable@citizensfla.com) or Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum, the following: (a) purchase order number/Agreement number/task 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 7.7.); and, (h) itemized Services for which compensation is being sought.

- 7.8. 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 thirty (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.

- 7.9. 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.
- 7.10. 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.
- 7.11. 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.
- 7.12. Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines, a copy of which can be found on Citizens' website: [www.citizensfla.com/b2b](http://www.citizensfla.com/b2b). All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines or Citizens will not reimburse Vendor for travel-related expenses.

## **8. Indemnification and Limitation of Liability.**

- 8.1. 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) a breach of any obligation or representation 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.

8.1.1. 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.

8.1.2. 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.

8.1.3. 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.

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

8.2. Limitation of Liability.

8.2.1. 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.

8.2.2. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER SECTION 768.28, FLORIDA STATUTES.

8.2.3. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Insurance.

9.1. 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:

9.1.1. 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. [Optional: The workers' compensation policy may also exclude coverage for Vendor's corporate officers or owners who have met all requirements for a coverage exemption in accordance with Florida law;]

- 9.1.2. 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;

9.2. Subcontractor Insurance Requirements. Each subcontractor used by Vendor to provide Services under this Agreement shall provide insurance as follows:

- 9.2.1. Workers' Compensation which provides coverage for the subcontractor'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 subcontractor's independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.

- 9.2.2. 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,

- 9.2.3. Where a subcontractor provides a majority of the Services on behalf of Vendor, the subcontractor's insurance requirements shall also include:

- a. Umbrella Excess General Liability and Auto Liability insurance with \$2 million per occurrence; the umbrella excess policy must afford coverage equivalent to the commercial general liability and automobile liability coverages required in subsections 9.2.2. and 9.2.3.; the policy inception date must also be concurrent with the inception dates of the underlying general liability and automobile liability policies; if subcontractor maintains commercial general liability and automobile liability coverage that exceeds the minimum coverage limits identified in 9.2.2. and 9.2.3., then subcontractor may reduce its umbrella excess coverage limit by the corresponding amount; and,
- b. Professional Liability (errors and omissions) with minimum limits of \$1 million per occurrence and \$2 million in the aggregate.

9.3. Insurance Company Qualifications. Each company issuing policies required under Section 9. 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.

9.4. Acceptable Deductible Amounts. The policies required under Sections 9. 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.

- 9.5. Defense Costs. The limits of indemnity coverage required under Section 10. shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Section 9., Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$4 million in the aggregate.
- 9.6. Loss History. Vendor shall provide, or Vendor shall request its insurer to provide, upon request by Citizens, a list of claims paid (with amounts) in the three years prior to the date of Citizens' request, together with a list of any outstanding claims with current reserves.
- 9.7. Vendor's Insurance is Primary. The insurance required under Section 9.1. 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.
- 9.8. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 9. 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.
- 9.9. Waiver of Subrogation. The insurance required under Section 9. shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 9.10. Coverage for Indemnity Obligations. The Commercial General Liability, Auto Liability, Umbrella Liability, and Professional Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 9.11. 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.
- 9.12. 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 9. 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.

## **10. Contract Administration**

- 10.1. 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](mailto: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.

- 10.2. **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**  
Sara Golding  
Communications, Legislative and External Affairs  
Citizens Property Insurance Corporation  
2101 Maryland Circle  
Tallahassee, FL 32303  
850-513-3874  
[sara.golding@citizensfla.com](mailto:sara.golding@citizensfla.com)

**Vendor's Contract Manager**  
[Name]  
[Company Name]  
[Address]  
[City, State Zip]  
[Phone]  
[Email]

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.

## **11. Suspension of Services; Termination .**

- 11.1. **Temporary Suspension of Services.** Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) calendar days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 11.2. to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall



not be entitled to any additional compensation for the suspension of Services.

- 11.2. 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 and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any "wind-down" costs, 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.
- 11.3. 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 11.2.
- 11.4. 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.

## **12. Disputes.**

- 12.1. 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.

- 12.2. 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.
- 12.3. The provisions of this Section shall survive the termination of this Agreement.

**13. Records; Audits; Public Records Laws.**

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.3.1. 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 ("Vendor's Confidential Information"), Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

13.3.2. Responding to Request for Vendor's 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.

13.3.3. Vendor's Duty to Forward Records Requests to Citizens. If 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](mailto: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.

13.3.4. 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](mailto:RECORDSREQUEST@CITIZENSFLA.COM); OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.**

13.4. Remedies. 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.

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

#### **14. Miscellaneous.**

14.1. Business Continuity and Disaster Recovery Plan. Vendor shall have a viable, documented, effective and annually tested business continuity/disaster recovery strategy plan in place to mitigate the potential disruption of Services. Within thirty (30) calendar days of execution of the Agreement, at its own cost and expense, Vendor shall provide to Citizens evidence and results of its tested business continuity/disaster recovery plan and annually thereafter by April 15<sup>th</sup> during the term of this Agreement.

14.2. 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 venture, 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.

- 14.3. 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.
- 14.4. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 14.5. 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.
- 14.6. 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](http://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.
- 14.7. 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.
- 14.8. 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.
- 14.9. 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.
- 14.10. 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](mailto:newsroom@citizensfla.com).

- 14.11. 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.
- 14.12. 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.
- 14.13. 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.
- 14.14. 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.
- 14.15. 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.

- 14.16. 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. A force majeure event shall not include a Disaster, Emergency, or Catastrophe/Catastrophic Event. Further, this Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information or Citizens Data. 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 Citizens, 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.

- 14.17. 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.
- 14.18. Public Records 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.
- 14.19. 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.

***[Signature Page Follows]***

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

**CITIZENS PROPERTY INSURANCE  
CORPORATION**

**VENDOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**ADDENDUM 1**  
**PUBLIC RECORDS ADDENDUM ("ADDENDUM")**

Company Name ("Vendor"):
Agreement Name/Number ("Agreement"):
Primary Vendor Contact Name:
Telephone:
Email:

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](http://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 to [vendor.managementoffice@citizensfla.com](mailto:vendor.managementoffice@citizensfla.com):

15. **A copy of the Agreement in PDF format with the Redacted Information removed (the "Redacted Agreement"); and,**
16. **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").**

**Vendor must select one of the two declarations below.** 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>
<input type="checkbox"/> Vendor <b>WILL NOT SUBMIT</b> 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.
<b>Or</b>
<input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor <b>WILL SUBMIT</b> 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.