



ATTACHMENT I – DRAFT AGREEMENT FOR SINKHOLE STABILIZATION 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 September 14, 2018, Citizens issued a Request for Proposal No. 18-0033 for Sinkhole Stabilization 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. “Assignment” means notification to Vendor, by Citizens, to perform Services.
 - 1.2. “CAIS” mean Citizens’ Credentialing Administration Information System.
 - 1.3. “Citizens Confidential Information” means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens’ employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers’ license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens’ manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. “Citizens Confidential Information” does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens

Confidential Information.

- 1.4. "Citizens' Engineering Firm" means the entity contracted to provide engineering services for Citizens and that provides Citizens with a Geotechnical Engineering Report.
- 1.5. "Cost Estimate" means the approximation of the cost for completion of Services following inspection of the property and based on the Geotechnical Engineering Report and Section 8.2., Compensation Schedule, and in accordance with Section 3.4.
- 1.6. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.7. "Effective Date" means the date on which the last Party executes this Agreement and the date upon which this Agreement is effective and commences.
- 1.8. "Geotechnical Engineering Report" means the report submitted to Citizens by Citizens' Engineering Firm, which includes detailed investigative information, and a detailed narrative of the evaluation of the investigation, as well as any recommendations for remediation.
- 1.9. "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement, including the performance of repairs as outlined by Citizens' Engineering Firm and Citizens to stabilize the principal building or building's land and in accordance with the Geotechnical Engineering Report. 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.
- 1.10. "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.
- 1.11. "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 ninety (90) 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 written amendments signed by the Parties. The combined renewals shall not exceed the original term of this Agreement.

3. Services; Service Requirements.

- 3.1. Description. Vendor shall provide Services as provided herein, based upon the Geotechnical Engineering Report provided to Vendor by Citizens and in accordance with the provisions of this Agreement and the agreement between the Vendor and the Citizens' policyholder. Vendor acknowledges that Citizens does not in any way represent or guarantee that Vendor will receive any specific or minimum volume of Assignments under this Agreement.
- 3.2. Vendor Selection for Assignment. When a Citizens' policyholder identifies their selected vendor, an agreement which encompasses the contents of this Agreement, will be executed between the selected vendor and the Citizens' policyholder, whereby Vendor is obligated to perform Services in accordance with such agreement and this Agreement. The agreement between Vendor and the Citizens' policyholder shall expressly indicate that Citizens can pay Vendor for Services directly. However, payments may include other payees as applicable.
- 3.3. Assignment for Services. Within two (2) business days of the Assignment date, Vendor will upload its Cost Estimate which meets all recommendations as outlined within the Geotechnical Engineering Report, as further described herein, and an anticipated project completion schedule via CAIS. In the event that Vendor has questions regarding preparation of the Cost Estimate or other Assignment conditions they must contact Citizens Contract Manager or designee and obtain clarification prior to transmitting its Cost Estimate and anticipated project completion schedule.
- 3.4. Cost Estimate. Vendor will prepare and send to Citizens a Cost Estimate within two (2) business days of Assignment. Vendor will include with its Cost Estimate a line item for overhead equal to three percent (3%) of the Cost Estimate. The three percent (3%) is based on the initial Cost Estimate and will not be revised based on actual costs. This line item is intended to provide compensation for such cost of any additional required business expenses including, but not limited to, payment and performance bonding. Citizens will review the Cost Estimate and respond to Vendor within two (2) business days of receipt of a complete Cost Estimate, as determined by Citizens.
- 3.5. Assignment Modifications. Should it become necessary for Citizens' Engineering Firm to revise the sinkhole stabilization plan once the Assignment has started, Vendor will upload its revised Cost Estimate to Citizens via CAIS within two (2) business days of revision of the sinkhole stabilization plan by Citizens' Engineering Firm. Vendor shall not act upon the proposed revised sinkhole stabilization plan without prior written approval from Citizens.
- Vendor and Citizens will use Section 8.2., Compensation Schedule as the basis for determining any necessary modifications to the Cost Estimate. Vendor may request that Citizens review prices within the Compensation Schedule should Vendor find that conditions in the field exceed the parameters for typical application. Vendor shall not deviate from the Compensation Schedule without prior written approval from Citizens.
- 3.6. Assignment Monitoring. Citizens' Engineering Firm is responsible for monitoring the sinkhole stabilization Services provided by Vendor to confirm

that the methods and materials used meet the Geotechnical Engineering Report specifications. Vendor shall allow Citizens' Engineering Firm full access to the job site at all times and must coordinate scheduling with Citizens' Engineering Firm to ensure appropriate Citizens' Engineering Firm personnel are present at the job site at all times when Vendor is present and working. If Vendor needs to reschedule with Citizens' Engineering Firm, forty-eight (48) hours' advanced notice must be given to Citizens' Engineering Firm. Should Vendor reschedule inside the forty-eight (48) hour timeframe, Vendor shall be responsible for any of Citizens' Engineering Firm's reasonable expenses which are billable to Citizens as a result of rescheduling which occurs inside the forty-eight (48) hour timeframe. Vendor shall immediately contact Citizens if Vendor experiences an unreasonable delay in scheduling and/or completing the Assignment due to a lack of cooperation by Citizens' Engineering Firm.

Vendor acknowledges that Citizens' Engineering Firm will contact Citizens should Vendor not provide sufficient cooperation in allowing work site access or in scheduling activities with Citizens' Engineering Firm. Citizens will track complaints, as further described in Section 5.1., for use in evaluating Vendor's performance. Failure by Vendor to work cooperatively with Citizens' Engineering Firm or to perform the sinkhole stabilization Services as outlined in Citizens' Engineering Firm's Geotechnical Engineering Report is grounds for rejection of the Services and an opportunity to cure as described in Section 7.

3.7. Additional Services. Citizens may from time to time during the term of this Agreement request that Vendor perform additional services related to sinkhole stabilization and monitoring. In such cases, Citizens will provide Vendor with a written proposal for services which will include:

- 3.7.1. a description of the additional services, functions, and responsibilities that Citizens requests the Vendor to perform;
- 3.7.2. the schedule for commencing and completing such additional services;
- 3.7.3. compensation for such additional services;
- 3.7.4. a description of the resources necessary to provide the additional services; and,
- 3.7.5. any additional information as necessary to fully and completely detail the additional services.

Vendor shall acknowledge receipt and confirm either acceptance or reject written proposals for additional services in writing to Citizens within five (5) business days.

3.8. 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) 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 12.1. 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 during the suspension of Services.

- 3.9. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified in accordance with this Agreement. 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 Vendor Staff qualification 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. Without limiting the foregoing, Vendor agrees that the following Vendor Staff classifications shall have the following minimum qualifications:

3.9.1. Firm Principle:

- 3.9.1.1. licensed contractor; and,
- 3.9.1.2. five (5) or more years of experience managing sinkhole stabilization projects.

3.9.2. Project Supervisor:

- 3.9.1.1. licensed contractor; and,
- 3.9.1.2. five (5) or more years of experience managing sinkhole stabilization projects.

- 3.10. Vendor Credentialing Requirements. Vendor acknowledges that Citizens employs a comprehensive and ongoing credentialing management process for the Services. Vendor agrees to participate in Citizens' credentialing management process and ensure that all credentialing requirements are met by Vendor Staff. Vendor acknowledges that Citizens may change credentialing requirements as it deems reasonable and appropriate in response to changing business, regulatory and technological requirements and capabilities and Vendor agrees that it shall comply with any credentialing requirement changes implemented by Citizens.

Vendor must provide Citizens with qualification and credentialing information related to Vendor's entity and Vendor Staff. The information will be utilized to verify that Vendor and Vendor's Staff meet and continue to meet the requirements of this Agreement. At Citizens request, Vendor will be required to access CAIS, or other Citizens' system, where Vendor will input, update, and maintain the following credentialing information listed below.

- 3.10.1. W-9. Vendor will provide a current W-9 within thirty (30) calendar days of the Effective Date and upon any change to Vendor's legal business name, DBA name, payment address or FEIN.

- 3.10.2. Statement of Bonding Capacity. Within thirty (30) calendar days of the execution of this Agreement, Vendor will provide a statement of bonding capacity from the bonding agent. Bonding agent must have a minimum

A.M. Best rating of A+.

3.10.3. Third Party Warranty. Within thirty (30) calendar days of the execution of this Agreement, Vendor will provide a representative example of the third party warranty it will obtain including all terms and conditions of the third party warranty as further described in Section 4.2.

3.10.4. Accurate Data on Vendor Staff. Within thirty (30) calendar days of the execution of this Agreement, Vendor will provide the following information for each of its Vendor Staff. Except as otherwise approved by Citizens' Contract Manager in writing, a Vendor Staff member is not authorized to provide Services unless and until that Vendor Staff member is approved in CAIS or other designated Citizens' system pursuant to submission and approval of all required documentation as set forth below. Vendor may submit documentation for review and approval of additional Vendor Staff at any time. At Citizens' discretion, Citizens' Credentialing Department may require Citizens' review and approval of all necessary Vendor Staff submission documents prior to any Vendor Staff being approved to provide Services.

3.10.4.1. Ethics and Confidentiality Form. An Ethics and Confidentiality Acknowledgement Form executed by the Vendor Staff member. The Ethics and Confidentiality Acknowledgement Form is due within thirty (30) calendar days of the Effective Date and annually by April 15th.

3.10.4.2. Photo Identification. A recent, clear head-shot photograph of the Vendor Staff member. This photograph is due within thirty (30) calendar days of the Effective Date, and within thirty (30) days of any major change in appearance of a Vendor Staff member.

3.10.4.3. Criminal Background Investigations. Vendor shall conduct a criminal background check on all Vendor Staff prior to assigning them to perform Services. All criminal background checks will be at Vendor's expense and, unless otherwise approved in writing by the Contract Manager, shall include but not be limited to: (a) state and federal felony convictions or pending adjudications; (b) state and federal misdemeanor convictions or pending adjudications; (c) any crimes in violation of the Violent Crime Control and Law Enforcement Act of 1995 or pending adjudications; and, (d) a seven (7) year minimum timeframe, extending as close as practicable to the date of assignment to perform Services.

If it is determined that a Vendor Staff member has a criminal conviction (misdemeanor or felony), regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last ten (10) years from the date of the court's determination for the crime, or its equivalent in any jurisdiction, Vendor is required to not allow that individual to act as a Vendor Staff under this Agreement until Vendor determines whether that individual should be allowed to do so considering (i) the nature and gravity of the offense; (ii) the amount of time that lapsed since the offense; (iii) the rehabilitation efforts of the

individual involved; and, (iv) the relevancy of the offense to the individual's role in connection with this Agreement. A disqualifying offense is any crime (in any jurisdiction within and/or outside of the United States of America) where the nature of the criminal activity is such that a reasonable vendor would agree that the engagement would create a risk of injury, loss, or damage to people and/or property of Citizens. Any Vendor Staff whose criminal background check indicates, to Vendor, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to perform Services.

- 3.10.4.4. Vendor will not allow any Vendor Staff that has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty of a felony, regardless of whether adjudication was withheld, to perform Services. If a Vendor Staff has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty of a misdemeanor, regardless of whether adjudication was withheld, then such individual will be allowed to perform Services only upon disclosure to and prior written approval by Citizens' Contract Manager or designee. Any Vendor Staff whose criminal background check indicates, to Citizens, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to perform Services.
- 3.10.4.5. Vendor shall conduct a background check that will verify the proposed Vendor Staff has met the minimum education, qualifications, or experience requirements as required by Citizens' Contract Manager or designee.
- 3.10.4.6. Vendor will comply with all requirements of the federal Fair Credit Reporting Act, including the provision to Vendor Staff of all required pre-notification and post-report notices. Vendor is responsible for any adverse action notices that may apply to its employment decisions.

3.11. Vendor General Requirements; Vendor Staff Standards of Conduct. Vendor shall be responsible for the overall management and actions of Vendor Staff who are providing Services.

- 3.11.1. Ensure all Vendor Staff submit a time record directly to Vendor upon completion of each Assignment. Citizens may request to review time records at any time during the term of this Agreement.
- 3.11.2. Ensure that no Vendor Staff uses impairing drugs, chemicals, or alcohol while performing Services.
- 3.11.3. Ensure that no Vendor Staff carries a weapon on their person while performing Services.
- 3.11.4. Vendor shall ensure that all Vendor Staff maintain a well-groomed appearance and wear appropriate work attire at all times while performing any Services pursuant to this Agreement.

- 3.12. Professional Competence and Professionalism. All Vendor Staff are required to demonstrate the highest levels of professional competence and professionalism while performing work for Citizens or otherwise being associated with Citizens. Citizens reserves the right at any time and for any reason to require that certain Vendor Staff be disallowed from performing Services.
- 3.13. Mandatory Vendor Meetings. Citizens may, at its discretion, conduct mandatory Vendor meeting at a location determined by Citizens. All Vendors will be required to attend at their own expense. Any exceptions must be approved by Citizens in writing no less than five (5) business days prior to the announced meeting date.

4. Service Warranties and Standards.

- 4.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional, first-class 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, including any deficiencies in Services; 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 warranties and covenants in this Section will extend to and bind Vendor's subcontractors, if any.
- 4.2. Third Party Warranty. At no additional cost to Citizens or the Citizens' policyholder, Vendor shall provide a minimum of a five (5) year written warranty from a third party warranty company against structural damage (as defined in Section 627.706, Florida Statute) resulting from the failure of Vendor's sinkhole stabilization Services. The warranty will be underwritten by a third party warranty company and shall have the following minimum terms and conditions:
- 4.2.1. Citizens' policyholder will be the named beneficiary;
 - 4.2.2. the warranty period will not commence until Citizens' Engineering Firm's final monitoring report has been received and accepted by Citizens and the Citizens' policyholder;
 - 4.2.3. the warranty will cover defects in all materials provided by Vendor;
 - 4.2.4. the warranty will cover defects in workmanship for all labor and Services provided by Vendor; and,
 - 4.2.5. the warranty and all of its terms and conditions will be fully transferable to all new title holders for the life of the warranty.

Within three (3) business days of receipt of Citizens' Engineering Firm's final monitoring report, Vendor shall provide to the Citizens' policyholder and Citizens, via CAIS, the warranty documentation naming the Citizens' policyholder as the primary beneficiary.

- 4.3. Certificates of Bond. No Services will commence on an Assignment until Vendor has provided Citizens with valid bonds from a reputable financial institution approved by Citizens and that Citizens and the Citizens' policyholder have been

named as dual obligees. This documentation must be transmitted to Citizens via CAIS within five (5) business days of the date of Assignment.

- 4.3.1. Performance Bond – must be, at minimum, equal to the agreed Cost Estimate for the Assignment. The performance bond will be valid for a period of one hundred eighty (180) calendar days beyond the end of the Assignment. In the event Vendor is determined by Citizens to be in non-compliance as specified further in this Agreement, an applicable claim can be made upon the performance bond.
- 4.3.2. Payment Bond – must be, at minimum, equal to an amount sufficient to pay all Vendor Staff and subcontractors for the Assignment. The payment bond will be valid for a period of one hundred eighty (180) calendar days beyond the end of the Assignment. In the event Vendor is determined by Citizens to be in non-compliance as specified further in this Agreement, an applicable claim can be made upon the payment bond.

Where the Assignment, as the same may be adjusted, is extended beyond the then current expiration date of any performance bond or payment bond, Vendor shall, within five (5) calendar days of the Assignment extension, extend the expiration date of any performance bond or payment bond, as applicable, by a period of ninety (90) calendar days beyond the period of the Assignment extension. If Vendor fails to extend any such performance bond or payment bond, or fails to provide written evidence thereof to Citizens Contract Manager or designee within the timeframe described in this provision, Citizens shall have the right to immediately encash such bonds.

Should the Geotechnical Engineering Report be revised and the Cost Estimate increase, Vendor shall increase the performance bond to an amount at least equal to the revised Assignment cost. Additionally, the payment bond must be increased to an amount sufficient to pay all additional supplier and material costs as a result of the revised Cost Estimate. The revised bonds must be transmitted to Citizens within five (5) business days of the revised Cost Estimate revision date.

- 4.4. 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 notify Citizens of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations.
- 4.5. 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.
- 4.6. Service Level Standards.

- 4.6.1. 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. Failure to meet the Service Level Standards may result in Vendor being removed from the potential vendor list used by Citizens' policyholders to choose the selected vendor.

Service Level	Service Level Requirement
Project Status Updates	Within one (1) business day of a change in project status, Vendor shall access CAIS to make the update.

- 4.6.2. Reports. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the month following the reporting month, 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; 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 monthly, 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 assessing whether Vendor may remain on the potential vendor list used by Citizens' policyholders to choose the selected vendor. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.
- 4.6.3. 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.
- 4.6.4. 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 16.16. 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.
- 4.6.5. Audits. No more than quarterly, Citizens or Citizens' agent shall have the right to audit Vendor's books, records, server logs and other measurement and auditing tools to verify Service Level Standard achievement.

- 4.7. Staff Training on Applicable Citizens' Policies. Vendor shall be responsible for training Vendor Staff on all applicable Citizens' policies and procedures as applicable to the individual deployment request. Citizens will provide all applicable policies, procedures and training materials to be used during Vendor's training. Vendor must ensure the required training is completed by Vendor Staff prior to performing any Services. Vendor Staff may be required to attend additional training (online and/or classroom) sessions as deemed necessary by Citizens.

In addition to training, Vendor shall be responsible for maintaining complete training records for Vendor Staff. At its sole discretion, Citizens reserves the right to institute learning via a learning management system that tracks and records Vendor Staff training and scores.

To meet Citizens' training requirements, Vendor shall comply with the following for all Vendor Staff:

- 4.7.1. Vendor shall provide a trainer resource responsible for providing training to all of Vendor Staff. Training shall include applicable Citizens' policies and procedures, Citizens systems and any other items as identified by Citizens;
- 4.7.2. Vendor must utilize the appropriate training materials provided by Citizens. Updated training materials will be presented by Citizens to appropriate Vendor Staff in a training workshop;
- 4.7.3. Vendor must provide an initial training to be completed prior to Vendor or Vendor Staff receiving and accepting any work Assignments or otherwise performing Services; and,
- 4.7.4. Provide recertification training with Citizens issued training materials. Recertification training may occur through a webinar. Citizens reserves the right to request training dates, proof of attendance, applicable documents and the training site location. Citizens' certification requirements will include but not be limited to training on:
 - 4.7.4.1. Citizens' policy history, background, interpretation and application;
 - 4.7.4.2. Assignment workflow;
 - 4.7.4.3. communications expectations, both written and verbal;
 - 4.7.4.4. Public Records requirements; and,
 - 4.7.4.5. ethics and confidentiality requirements.

5. Deliverables and Financial Consequences.

- 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) withhold any payment associated with the Deliverable until such delivery is made; and/or, (b) terminate this Agreement for cause in accordance with the notice and cure provisions set forth in Section 12.2. below.

Deliverable	Description	Due Date
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Monthly Assignment Cycle Time	Monthly reporting, in a Citizens approved format, of the Assignment cycle time from the date of Assignment through the actual closure of the Assignment, compared against the anticipated Assignment completion date provided by Vendor initially. Vendor may be asked to provide an explanation of any deviations from the anticipated to actual date.	No later than the 5 th of the month following the previous month's reporting period.
Monthly Complaints Report	Monthly reporting, in a Citizens approved format, on any complaints received by Vendor from Citizens' policyholders, Citizens staff, Citizens' engineering firm or other sources regarding Vendor's job performance, timeliness, and/or and professional demeanor will be tracked and addressed as one of the Vendor performance measures.	No later than the 5 th of the month following the previous month's reporting period.
Acceptance of the Geotechnical Engineering Report and its Cost Estimate	Upload acceptance of the Geotechnical Engineering Report and its Cost Estimate to CAIS.	Within two (2) business days of Assignment.
Executed Agreement for Services with Citizens' Policyholder	Upload a copy of the executed agreement for Services with Citizens' policyholder to CAIS.	Within two (2) business days of execution.
Certificates of Bond (Performance and Payment bonds)	Upload a copy of the documentation from the bond surety confirming that the performance and payment bonds have been acquired and that Citizens has been named as the obligee.	Within five (5) business days of execution of the agreement for Services with Citizens' policyholder.
Acceptance of the Revised Geotechnical Engineering Report and Revised Cost Estimate	Upload acceptance of the revised Geotechnical Engineering Report and its revised Cost Estimate to CAIS.	Within two (2) business days of receipt of the revised Geotechnical Engineering Report.
Revised Certificates of Bond (Performance and Payment bonds)	Upload a copy of the documentation from the revised bond surety confirming that the performance and payment bonds have been updated	Within five (5) business days of receipt of the revised

	and that Citizens has remains the named obligee.	Geotechnical Engineering Report.
Warranty Documents	Vendor shall provide to the Citizens' policyholder and Citizens (via CAIS) the warranty documentation naming the Citizens' policyholder as the primary beneficiary.	Within three (3) business days of receipt of Citizens' Engineering Firm's final report.

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).

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

6. Changes.

6.1. 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. A Change resulting in an increase or decrease to Vendor's compensation schedule as set forth in Section 8.2 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. Acceptance.

7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a thirty (30) day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services, with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights as expressly provided in this Agreement.

7.2. Opportunity to Cure. Upon being advised of Citizens' rejection of Services within the Acceptance Period, Vendor shall have thirty (30) days to cure any deficiency identified by Citizens. In the event Vendor is unable to cure said deficiency within this thirty (30) day period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity. This thirty (30) day cure period applies only to the failure to deliver Services as specified in this Agreement and is a limited exception to the general cure period set forth in Section 12.2.

- 7.3. Corrective Action Plan. At any stage during the thirty (30) day cure period provided above or whenever Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. In the case of a deficiency identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the thirty (30) day cure period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

- 8.1. 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 **\$DOLLAR AMOUNT TBD**; and, (ii) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

- 8.2. Compensation Schedule. Vendor will be paid on a per Assignment basis in accordance with the below table. The compensation schedule consists of only those line items that are usual and customary for sinkhole stabilization Services. It is not inclusive of all line items that may be required for a given Assignment. Therefore, when preparing a Cost Estimate for an Assignment, Vendor will use both the line items from the compensation schedule that are applicable to that Assignment and the additional line items necessary to complete the Assignment specifications as defined by the Geotechnical Engineering Report.

Vendor should bring to Citizens' attention any special conditions on a given Assignment that they believe will impact the price of a line item prior to submitting its Cost Estimate. If Citizens agrees that the special condition is warranted they may approve a modification to the compensation schedule line item unit price.

Description	Unit Price	Price
Chemical Grout up to 500 lbs. & mobilization	each	\$7,136.92
Chemical Grout - Permeation	per GL	\$116.72
Chemical Grout - Polyurethane	per LB	\$13.28
Compaction Grout	per CY	\$181.37
Compaction/Slurry Grout - mobilization	each	\$3,000.00
Drilling/casing	per LF	\$17.90
Slurry grout	per CF	\$20.98
Slurry shift charge	each	\$2,800.00
Underpinning	per pin	\$1,439.53

8.3. Pricing Adjustments.

- 8.3.1. The line item prices in the compensation schedule are market-based and are subject to periodic review and revision, decreasing or increasing, based on current market conditions. ("Pricing Adjustment"). Such reviews of line item pricing within the compensation schedule will occur once each quarter. The first review will take place within ninety (90) days of the Effective Date.
- 8.3.2. The sources that will be reviewed in determining whether to make a Pricing Adjustment to the line item prices in the compensation schedule may include, but are not limited to, historic geotechnical engineering cost estimates, previously submitted sinkhole stabilization contractor cost estimates, and market surveys.
- 8.3.3. Should special circumstances impact some or all of the fixed unit prices contained in the compensation schedule may have a Pricing Adjustment in advance of the normal quarterly review. Special circumstances may include, but not be limited to such situations as catastrophe events or severe economic circumstances. The cessation of such events may also result in a Pricing Adjustment of the fixed unit prices in advance of the next quarterly review.
- 8.3.4. The current compensation schedule will be maintained and made available to Vendors via CAIS.
- 8.3.5. During the term of this Agreement, and any renewal term(s), a Pricing Adjustment increase to each line item within the Compensation Schedule cannot exceed twenty-five percent (25%) of the Compensation Schedule line item as of the Effective Date.

8.4. Initial Draw and Final Assignment Compensation. Vendor may request an initial draw for up to a one-third of the estimated Assignment cost as determined by the Cost Estimate. This initial draw shall include the overhead equal to three percent (3%) of the Cost Estimate. This draw request must be made within seven (7) business days of the execution of the Citizens' policyholder Agreement or Citizens' approval of the Vendor Cost Estimate, whichever occurs later. In no case will Citizens approve the draw request until the performance and payment bonds for the Assignment are procured and delivered to Citizens. No further draws will be approved. Once Citizens' Engineering Firm reports that the Assignment is complete and the Vendor has issued copies of the warranty to both the Citizens' policyholder and Citizens, Vendor may submit its invoice for the balance of the Assignment compensation.

8.5. Final Assignment Price. The initial Assignment price will be determined by the Cost Estimate described herein. The final Assignment price will be determined by the actual work required to meet any additional work requirements determined by Citizens' Engineering Firm as a result of its project monitoring efforts. However, any Services provided beyond that described in an approved Cost Estimate shall not be provided until approved in writing by Citizens in accordance with the terms hereof.

8.6. 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 also submit a copy, marked as duplicate, of the original, invoice to Citizens' Contract Manager or designee. All invoices and payment credits must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 on a monthly basis 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 8.7.); and, (h) itemized Services for which compensation is being sought.

- 8.7. 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) 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) 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) 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.
- 8.8. Travel-related Expenses. Citizens will not reimburse Vendor for travel-related expenses.
- 8.9. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 8.10. 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) days following Citizens' request.
- 8.11. 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.

9. Indemnification and Limitation of Liability.

9.1. 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 and employees (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 Work Product 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; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Citizens, its officers, directors, agents, or employees.

9.1.1. 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.

9.1.2. 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.

9.1.3. 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.

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

10. Insurance.

10.1. 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:

- 10.1.1. 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.
- 10.1.2. 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;
- 10.1.3. Umbrella Excess General Liability and Auto Liability insurance with minimum limits of \$2.5 million in the aggregate; and,
- 10.1.4. Automobile Liability with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 "Any Auto" coverage).
- 10.2. Subcontractor Insurance Requirements. Each subcontractor used by Vendor to provide Services under this Agreement shall provide insurance as follows:
 - 10.2.1. 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;
 - 10.2.2. 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,
 - 10.2.3. Automobile Liability with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 "Any Auto" coverage).
 - 10.2.4. Where a subcontractor provides a majority of the Services on behalf of Vendor, the subcontractor's insurance requirements shall also include:
 - 10.2.4.1. Excess Liability (umbrella) with \$2.5 million per occurrence.
- 10.3. Insurance Company Qualifications. Each company issuing policies required under Sections 10.1. 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.
- 10.4. Acceptable Deductible Amounts. The policies required under Sections 10.1. and 10.2. shall not have deductibles in excess of \$100,000 per claim/occurrence. 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 shall be the sole responsibility of Vendor.
- 10.5. Defense Costs. The limits of indemnity coverage required under Section 10.1. and 10.2. 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 10.1.5., Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$4

million in the aggregate.

- 10.6. 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.
- 10.7. Vendor's Insurance is Primary. The insurance required under Section 10.1. 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.
- 10.8. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 10. 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.
- 10.9. Waiver of Subrogation. The insurance required under Section 10. will include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.10. Coverage for Indemnity Obligations. The Commercial General Liability, Auto Liability, Umbrella Liability, and Professional Liability coverages will cover claims made under the indemnity provisions of this Agreement.
- 10.11. 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.
- 10.12. 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 Sections 10.1. and 10.2. 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.

11. Contract Administration

- 11.1. Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. All legal notices and contractual documents shall be sent 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 or Contract Manager; such changes shall not be deemed Agreement amendments.

- 11.2. 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 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

Laura Kennedy
Citizens Property Insurance Corporation
301 West Bay Street, Suite 1300
Jacksonville, Florida 32202
904-208-7731
Laura.Kennedy@citizensfla.com

Vendor's Contract Manager

Name
Company Name
Address
City, State Zip
Phone
Email

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

12. **Agreement Termination; Transition Assistance.**

- 12.1. Termination without Cause. By thirty (30) 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) 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.
- 12.2. 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 other Party, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) days

from receipt of the notice). If the other Party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the Party claiming failure to perform may thereafter notify the other Party, in writing, that it considers the other Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity, including Citizens' making claim(s) on the Performance and/or Payment Bond. 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 12.1.

- 12.3. Transition Assistance. At any time prior to the date this Agreement expires or terminates for any reason (either, the "Termination Date"), Citizens may request Vendor to provide transition assistance services ("Transition Assistance"). Vendor shall provide such Transition Assistance until Citizens notifies Vendor that Citizens no longer requires such Transition Assistance, which shall in no event be more than one-hundred and eighty (180) days following the Termination Date.

12.3.1. Transition Assistance shall mean any transition services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a vendor are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and implementation of a detailed transition plan, if requested. To the extent the Transition Assistance will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute Vendor's non-disclosure agreement.

12.3.2. Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Citizens. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance, which rates shall not exceed the standard market rates Vendor charges to government entities for comparable services; provided however, that if Citizens terminates this Agreement because of a breach by Vendor, then the post-termination Transition Assistance shall be provided at no cost to Citizens. Vendor may withhold Transition Assistance after the Termination Date if Citizens does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Vendor.

13. Disputes.

- 13.1. 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.

13.2. 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.

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

14. Records; Audits; Public Records Laws.

14.1. 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.

14.2. 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.

14.3. 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.

14.3.1. 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.

14.3.2. 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, or electronically. 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 indemnify and hold harmless any Citizens Indemnitee for any Claims, including attorneys' fees, costs, and expenses incidental thereto, incurred by Citizens in connection with this Section.

14.3.3. 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.

14.3.4. 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.

14.4. 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.

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

15. Security and Confidentiality.

15.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and, (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens.

15.2. Implementation of NIST 800-53 Controls. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time.

15.3. Audit of Vendor's Privacy and Security Controls.

15.3.1. Audit Reports. For each calendar year during the term of this Agreement,

upon sixty (60) days of issuance but no later than the end of each calendar year, Vendor shall submit to Citizens via email to Citizens' Contract Manager or designee a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report or SOC 2 type 2 report (for all Trusted Services Principles) relevant, as solely determined by Citizens, to the Services.

15.3.2. Right of Audit by Citizens. Without limiting any other rights of Citizens herein, Citizens shall have the right to review Vendor's privacy and security controls prior to the commencement of Services and from time to time during the term of this Agreement. Such review may include Citizens' right, at its own expense and without notice, to perform (or have performed) an on-site audit of Vendor's privacy and security controls. In lieu of such an audit, Citizens may require Vendor to complete, within thirty (30) days of receipt, an audit questionnaire provided by Citizens regarding Vendor's privacy and security programs.

15.3.3. Audit Findings. Vendor shall implement any required safeguards as identified by Citizens or by any audit of Vendor's privacy and security controls.

15.4. Use of Citizens' Systems. Where Vendor or Vendor Staff have access to Citizens' systems or technology provided by or through Citizens, in addition to the other safeguards required by this Section, Vendor and Vendor Staff shall not share user identifications and/or passwords with any other individual.

15.5. Data Encryption. Vendor and Vendor Staff will encrypt all electronic data and communications containing Citizens Confidential Information using a strong cryptographic protocol that is consistent with industry standards.

15.6. Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Confidential Information on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).

15.7. 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 Confidential Information outside of the United States.

15.8. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).

15.9. Labeling of Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.

15.10. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.

15.11. Transmission of Confidential Information Materials. In the event it is necessary to

transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.

- 15.12. Disposal of Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third party shredding company is permissible).
- 15.13. Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any Citizens Confidential Information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to Citizens Confidential Information to Vendor Staff who will actually perform Services and Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to Citizens Confidential Information of the provisions of this Agreement and shall be responsible for any acts of those individuals and entities that violate such provisions.
- 15.14. Unauthorized Disclosure of Confidential Information. Vendor will notify Citizens as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens Confidential Information 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) days following the determination of the breach of security or reason to believe the breach occurred.
- 15.15. Return of Confidential Information. During the term of this Agreement, upon Citizens written request or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely.
- 15.16. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately inform Citizens in writing of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Agreement, at Citizens' sole election, at any time after the inability becomes known to Citizens.
- 15.17. Remedies. Vendor acknowledges that breach of Vendor's obligation of data security and confidentiality may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section, in addition to any other legal remedies which may be available, including, at the sole election of Citizens, the immediate termination, without penalty to Citizens, of this Agreement in whole or in part.
- 15.18. 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 Confidential Information in connection with this Agreement.

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

16. Miscellaneous.

16.1. 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.

16.2. 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.

16.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.

Vendor shall not accept a gift from a Citizens' policyholder in connection with the Services that is, or could be interpreted to be, intended to influence the handling of the Citizens' policyholder's claim, or could be interpreted as an expression of gratitude for such an act.

16.4. 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.

16.5. 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 attestation that Vendor is not required to register with the Florida Department of State; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities. Vendor shall immediately notify Citizens of any disciplinary proceedings or suspensions initiated against Vendor during the term of this Agreement by such regulatory bodies.

- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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 disciplinary action, up to and including contract termination. Vendor may only use the approved Citizens logo, which is available for download at: <https://www.citizensfla.com/about/mediaresources.cfm>.
- 16.10. 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.
- 16.11. 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.
- 16.12. Modification of Terms. 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.

- 16.13. Assignments. This Agreement shall inure to the benefits 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.
- 16.14. 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.
- 16.15. 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.
- 16.16. Force Majeure. Neither Party shall be responsible for delays in performance if the cause of the delay was beyond that Party's control (or the control of its employees, subcontractors or agents). To be excused from a delay in delivering a Service, Vendor must notify Citizens in writing of the delay and describe the cause of the delay within five (5) calendar days after the date Vendor knew or should have known that the delay would occur. If the delay is justified, 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 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 an increase in this Agreement price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays, disruptions, interferences, or hindrances. This Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information under this Agreement.
- 16.17. 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.

[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