



This is a Service Level Agreement ("SLA") entered into pursuant to Florida State Term Contract No. 92121500-20-1 (the "State Term Contract") and the Purchase Order, which terms and conditions are incorporated herein by this reference, (collectively, the "Agreement") for Security Officer Services to be provided to Citizens Property Insurance Corporation ("Citizens"), a legislatively-created Florida governmental entity, having its principal place of business at 301 W Bay Street Jacksonville, FL 32202 by Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

In the event that any terms of this SLA conflict with the terms and conditions of the State Term Contract, any such conflict shall be resolved by use of the terms and conditions of this SLA.

In the event that any terms of the aforementioned Purchase Order conflict with the terms and conditions of the State Term Contract or this SLA, any such conflict shall be resolved by use of the terms and conditions of this SLA or State Term Contract, as applicable.

In consideration of the mutual promises and restrictions stated in this SLA, both Parties acknowledge and agree to the following:

1. **Definitions.** As utilized in this SLA, the following terms have the following meaning:
 - 1.1. Armed Security Officer - an employee, agent, or representative of Vendor who provides the Services, who must be licensed to provide the Services in accordance with Chapter 493, Part III, Florida Statutes and who, at a minimum, meets the criteria of a Security Officer Level III as described within the State Term Contract.
 - 1.2. Effective Date - means the date upon which the last party executes this SLA.
 - 1.3. Facilities - Facilities Management Business Unit of Citizens.
 - 1.4. Contract Manager - the Citizens' personnel member whose responsibility shall be to oversee Vendor's performance of its duties and obligations pursuant to the terms of the Agreement. Prior to the start of Services, Citizens will notify Vendor of the designated Contract Manager.
 - 1.5. Services - all services and deliverables to be provided by Vendor to Citizens under the Agreement. If any service or deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.

- 1.6. Term - services under this SLA will begin on December 1, 2020, after the expiration of the current SLA for this location, and end on March 8, 2025.
- 1.7. On-Call Procedure - a Citizens document housed within the location in which Services are rendered and incorporated into the training materials provided by Citizens. This document includes: primary points of contact; and, protocols and processes to be initiated in the event of various scenarios, including but not limited to emergency situations.
- 1.8. Post Order Book - A detailed document developed by Vendor that is customized for each location, and that outlines the Service requirements and associated processes to be followed on a daily basis.
- 1.9. Post Activity Logbook - A logbook created, maintained, and used by Vendor's employees to log and report daily activity that is outside the normal routine. Security Officers should use judgement as to what should be included in the logbook so that it provides documentation of any areas of concern or unusual activity or findings. This logbook will be reviewed on a periodic basis by the Contract Manager.
- 1.10. Security Officer - an employee, agent, or representative of Vendor who provides the Services, who must be licensed to provide the Services in accordance _ with Chapter 493, Part III, Florida Statutes, and who, at a minimum meets the criteria of a Security Officer Level II as described within the State Term Contract.

2. Services. Vendor shall perform the following Services:

- 2.1. Vendor shall provide Services to protect Citizens' employees, the general public, and the property at the location(s) where services are provided as follows.
 - 2.1.1. Providing Security Officer presence to assist with safety, security, and access control within Citizens leased office space, including but not limited to:
 - a. manning designated security posts;
 - b. roaming security patrols;
 - c. guard tours;
 - d. checking and securing entry points and reporting issues of concern; and,
 - e. carrying out basic security tasks as required in Post Order Book.
 - 2.1.2. Monitoring security systems, including but not limited to:
 - a. acknowledging systems alarms/alerts and if necessary, taking appropriate corrective action;
 - b. accessing and monitoring the access control system; and,
 - c. accessing and monitoring the CCTV systems.
 - 2.1.3. Backing up the lobby receptionist (training to be provided by Citizens), including but not limited to:
 - a. answering phones and transferring as appropriate;
 - b. following visitor control processes;
 - c. escorting vendors and visitors as needed; and,

- d. ensuring sign-in procedures are followed.
 - e. receiving and stamping all mail received in the lobby; and,
 - f. supporting protocols related to any temporary emergency responses at the service location related to safety and security (e.g. active shooter, water/gas leaks, COVID-19).
- 2.1.4. Monitoring security and other building infrastructure for proper operation, including but not limited to:
- a. validating operation of access control and CCTV systems and reporting outages as directed; and,
 - b. periodically checking critical equipment and risk areas as noted in the Post Order Book and incorporated into guard tours during patrols and reporting as directed.
- 2.1.5. On a best efforts basis, but in all cases within seventy-two (72) hours' notice, manning temporary emergency and non-emergency posts with Security Officers and/or Armed Security Officers as requested to assist with safety, and security at both planned and unplanned events at various locations within the state of Florida, including but not limited to:
- a. providing additional Security Officer Services as needed during emergency events on-site, within each service location;
 - b. providing additional Security Officer Services as needed during emergency events or catastrophe response off-site. This includes manning Catastrophe Response Center (CRC) locations at various locations within the state of Florida; and,
 - c. providing additional Security Officer Services for special events as determined necessary by Citizens for all non-emergencies where at least seventy-two (72) hours' notice will be provided.
- 2.2. Vendor and all Security Officers will be responsible for the following at the location where Services are provided.
- 2.2.1. Maintain discipline, excellent appearance, professional demeanor, integrity, and attention to duty at all times;
- 2.2.2. Enforce Citizens' and Vendor's security policies, procedures, and post orders. Vendor is responsible for the supervision of all Security Officers assigned to Citizens' location(s). Should Citizens direct or supervise Security Officers, or alter or change the direction or supervision given to the security officers at its location(s) by Vendor, Citizens will be responsible for any damages, liabilities, claims or other consequences that may result. Security Officers shall read and become familiar with all Citizens' security policies and procedures, including evacuation procedures. Security Officers shall contact the appropriate personnel listed in the On-Call Procedure if situations arise that the Security Officer cannot/do not know how to handle;
- 2.2.3. Develop the Post Order Book, and submit it to Citizens for approval prior to the Effective Date;
- 2.2.4. Furnish trained and qualified Security Officers and/or Armed Security Officers in sufficient numbers to support Services as described herein. Services will be continuous, regardless of weather, disaster, or threatened

or actual organized labor action, subject to Force Majeure in accordance with the State Term Contract;

- 2.2.5. Take prompt action to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents. Security Officers will take appropriate action on any breach of security, suspicious activity, or safety hazard by following procedures in the Post Order Book and as trained by Citizens personnel. For any imminent safety or security concern, local law enforcement, EMS, etc. should be notified immediately and then appropriate points of contact and/or On-Call Procedures should be followed to advise all appropriate parties of the breach or concern;
- 2.2.6. Respond to unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property. Elevate issues as appropriate ;
- 2.2.7. Implement an officer/guard tour system, at Vendor's cost, to assist with documenting and tracking Security Officer performance of post orders and patrols with a minimum of thirty-two check points (based on current tour system in place);
- 2.2.8. Only Vendor's approved Security Officers are authorized to be on the premises for work related duties. Vendor shall maintain a duty roster of all Security Officers and provide the roster to Citizens monthly and as the roster is revised. Vendor shall ensure all Security Officers display a picture ID badge when onsite. Any person or persons who reports for work and is identified as someone other than who is on the official Security Officers duty roster shall be denied access to the facility and the Vendor notified.
- 2.2.9. Vendor is responsible for securing and maintaining the assigned security officer keys and assigned security officer access cards in good working condition. Any and all lost keys/access cards must be reported immediately and also noted in Vendor's Post Activity Logbook. Replacement of all lost keys and access badges will be at Vendor's expense, up to and including total re- keying costs of leased office space, up to a maximum of \$5,000 per incident; and,
- 2.2.10. Vendor assumes responsibility for all equipment issued by Citizens to Vendor, which must be used for the sole purpose of the performance of the Services contained herein. Vendor will reimburse Citizens, at current market rates, for all equipment that is lost, damaged, stolen, or otherwise unavailable, due to Vendor's negligence and/or neglect. Upon termination of the Agreement, all assigned equipment will be returned to Citizens in good operating condition, less reasonable wear and tear.

3. Location and Security Officer Staffing Level Requirements.

- 3.1. Jacksonville: TIAA Bank Center, 301 W Bay Street Jacksonville, FL 32202. Leased space is located on floors 1, 3, 5, 12, 13, 15, 16, 17, 18 and 19.
 - 3.1.1. One (1) Unarmed Level II Security Officer position (comprised of multiple shifts as determined by the Vendor), will provide services to this location twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. This position will serve primarily as the roaming officer unless this position is providing backup services for the receptionist.

- 3.1.2. One (1) Unarmed Level II Security Officer position will provide services to this location Monday - Friday, 7:00AM - 3:00PM, excluding Citizens holidays. This position will be primarily assigned to manning the lobby/main entrance post and as the primary backup for when the receptionist is not available to man the reception desk. The Security Officer will answer telephones and receive visitors when receptionist is on break, at lunch or on a special project. The Security Officer will not leave this post if the Citizens employee is not there.
- 3.1.3. One (1) Armed Level III Security Officer position will provide services to this location Monday – Friday, 5:00AM - 9:00PM, excluding Citizens holidays. This position will serve primarily as the exterior roaming officer, however officer will also be expected to escort Citizens' employees on an as needed basis to the following building or garages:
- TIAA Bank Building – 301 W. Bay Street
 - Omni Parking Garage (including surface lot) - 336 W. Bay Street
 - 520 W Forsyth Street Garage - 520 Forsyth Street
- 3.1.4. Daytime shift Security Officers will take breaks in the break room or other approved location; evening and night shift Security Officers will take breaks at their own discretion at the Citizens reception desk to ensure access control systems are continually monitored.
- 3.1.5. Security Officers will be trained on all mail/package handling procedures and other customer related duties associated with manning the Citizens lobby area.
- 3.2. Emergency/Catastrophic Events. On a best efforts basis, but in all cases within seventy-two (72) hours' notice, Vendor will provide additional Security Officers as requested by Citizens to respond to emergency situations or special duty assignments in the event of a Catastrophic Operations ("CatOps") event. Such services may be required by Citizens at any location in the state of Florida. See Section 2. for additional detail.
- 3.2.1. Citizens Contract Manager or designee will be authorized to activate additional Armed Security Officers for the purpose of manning temporary CatOps sites. This activation will be made in writing to Vendor's designated point of contact.
- 3.2.2. Citizens may work with vendors to secure hotel rooms and reimburse travel expenses as required by the State Term Contract, in accordance with Section 112.061, Florida Statutes.
- 3.2.3. Armed Officers will be required by Citizens for the security of any deployed Field Service Vehicle (FSV) and/or CRC site deployment on a 24/7 basis upon activation. Vendor will provide two (2) Armed Security Officers per twelve (12) hour shift, unless otherwise requested by Citizens.
- 3.2.4. During activation, Security Officers will patrol the temporary CRC event site(s) during operational business hours. After-hours, Security Officers will monitor the safety and security of the equipment and materials on-site.
- 3.2.5. Vendor is responsible for and will provide any and all equipment and supplies needed by Vendor to support these off-site services.

4. Hiring Standards and Policies. Citizens requires that Vendor's pre-screening, hiring

practices and training of Security Officers meet or exceed the minimum standards set forth in the State Term Contract and the below before an assignment to the facility is made.

- 4.1. Before a Security Officer is assigned to provide Services, Vendor agrees to conduct a national background check which includes a criminal history, employment verification, and education checks. The criminal history check shall cover all Florida counties and state(s) the individual has previously resided in. The criminal history check will, at a minimum, include an investigation for, and review of whether the individual has ever pled guilty or no contest to a crime, had adjudication withheld for a criminal offense, entered a pre-trial intervention program, or been placed on court-approved probation prior to the date pursuant to which such individual is providing Services. This should include driver's license checks.

Vendor will provide written confirmation of the successful completion of all required background checks to Citizens' Contract Manager at least two (2) business days before any Vendor Staff and substitute(s) will be allowed to work under the Agreement. No Vendor Staff will perform Services for Citizens without successfully passing a background check. Citizens reserves the right to reject any proposed Security Officer.

In addition, Vendor shall conduct an annual follow-up national criminal background check on all Vendor Staff and substitute(s) working under the Agreement, and shall provide confirmation of the successful completion of this action to the Citizens' Services Manager within thirty (30) days of the Security Officer's employment anniversary of each year. Vendor is responsible for any and all costs associated with required background checks. In the event unauthorized personnel arrives to report for duty, and personnel last on duty was excused for whatever reason, it is Vendor's responsibility, as outlined in Section 6., Shift Relief and Section 7., Coverage to ensure that appropriate coverage is provided at all times;

- 4.2. Minimum age 21;
- 4.3. High school diploma or high school equivalency certificate;
- 4.4. Must be legally authorized to work in the United States;
- 4.5. Basic computer and phone skills required (i.e. Microsoft Windows, Outlook). Vendor to evaluate and validate competency based on the Service requirements as described with the Agreement and this SLA;
- 4.6. Ability to comprehend and operate a computer access control system and CCTV systems (Citizens will provide specific systems training);
- 4.7. All Security Officers must be able to legibly write, read, and clearly speak and understand English for the purpose of public interaction and report writing;
- 4.8. Comprehend oral and written orders, procedures, and materials;
- 4.9. Well-developed level of maturity necessary for professional interaction and good judgment;
- 4.10. Ability to effectively handle typical security service patrols and crisis situations;
- 4.11. Ability to maintain excellent attendance, punctuality standard and remain focused on assigned tasks for the duration of a shift; and,
- 4.12. Neat, clean, and well-groomed appearance while providing services.
- 4.13. All officers shall remain certified in First Aid/AED/CPR.
- 4.14. Officers shall complete a conflict resolution course within 15 days of being hired.

- 4.15. Officers shall complete dealing with aggressive behavior course within 15 days of being hired.
- 4.16. Officers shall complete a sexual harassment course within 15 days of being hired.

5. Operations.

- 5.1. Prior to the Effective Date, Vendor will supply Citizens' Contract Manager with a master schedule and Security Officer roster;
- 5.2. Vendor will supply Citizens' Contract Manager with at least three (3) days advanced notice of any Security Officer(s) scheduled leave time. Vendor must indicate who the replacement Security Officer will be. Vendor shall make Security Officers available to Citizens, based on established scheduled hours for the proposed length of the Agreement;
- 5.3. All Security Officers hours are straight time. Citizens shall not provide payment for overtime hours or overtime rate, unless Citizens exceeds the weekly agreed upon hours, in which case occasional pricing for Security Officers, as outlined in Section 14.2. will apply;
- 5.4. Vendor will supply Citizens with notification of any changes to the master schedule no less than seven (7) days in advance. A new master schedule is not required for adjustments associated with vacation or sick leave. Citizens reserves the right to meet all new Security Officers, temporary or permanent, prior to placement; and Vendor will supply an updated list of Security Officers and their pre-qualified back-ups upon request;
- 5.5. Vendor shall maintain and show evidence of available, pre-qualified Armed Security Officers, Security Officers and supervisors ready to assist Citizens immediately in the event of a hurricane, tornado, flood, fire, natural/manmade disaster, or any other emergency;
 - 5.5.1. Vendor will maintain a group of pre-qualified back-up Security Officers trained on Citizens' facility locations and post order requirements to meet daily operational requirements and standards to avoid a lapse in service coverage;
 - 5.5.2. Vendor shall provide coverage of additional shifts or special (non-emergency) requests as outlined in Section 2. at standard hourly billing rates established for Security Officers and Armed Security Officers unless Citizens exceeds the weekly agreed upon hours, in which case occasional pricing for Security Officers and Armed Security Officers, as outlined in Section 14.2. will apply; and,
 - 5.5.3. Hourly rates established for emergency staffing response will only apply for the first twenty-one (21) days and if services remain in effect for a longer period of time then rates will revert to standard hourly billing rates.
- 5.6. Citizens and Vendor agree that Security Officer turnover rates are of primary concern to Citizens. Citizens and Vendor agree to employ a continuous effort to minimize turnover rates; and,
- 5.7. Citizens' reserves the right to reject any Security Officer of the Vendor for whom Citizens deems is not qualified. Vendor will not be compensated for training time required to transition Security Officer staffing.

6. Shift Relief. Security Officers will not leave assigned posts at any time during or at the

end of a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by Citizens to leave the post (i.e. guard tour, emergency, alternative post, etc.). Security Officers shall not leave the facility at any time during the shift. Security Officers shall bring their necessary meals for consumption on the premises. Meals can be purchased if amenities to do so are available on-site.

7. **Coverage.** It is the Vendor's responsibility to ensure that there is no lapse in Services for any period of time during any shift. If Vendor fails to comply with Section 6 above, Vendor must notify the Contract Manager immediately and follow up in writing within one (1) business day. If necessary, to ensure the resumption of Services within an hour of such failure to comply with Section 6, Vendor shall hire and pay a duly qualified off-duty law enforcement officer to cover the shift. Vendor is responsible for any cost above the agreed hourly billable rate to Citizens. Citizens will not compensate Vendor for any time period during which Services are not provided. A recurrence of lack of coverage constitutes cause for termination by Citizens.
8. **Limitation on Man Hours.** No Security Officer shall work more than twelve (12) consecutive hours, in any twenty-four (24) hour period. This limitation may be waived by Citizens in emergency situations that are beyond the control of Vendor, i.e., weather conditions preventing the next shift from getting to the facility. Vendor must notify the Contract Manager about any emergency situation as it occurs and request a waiver for each occurrence.
9. **Officer Rotation.** Citizens reserves the right to require the transfer or rotation of any or all Security Officers assigned shifts at time intervals specified by Citizens with proper notice and transition time of a minimum of seven (7) days.
10. **Supervision.** At no additional cost to Citizens, Vendor will provide assigned supervisors/managers by region to assure adequate supervision of all Security Officers. Duties shall include, but shall not be limited to, the following.
 - 10.1. Interview, recommend and approve all staff hired to support Citizens' property portfolio;
 - 10.2. Oversee creation and updates of the Post Order book. Vendor will review the Post Order Book at least quarterly and review any changes with Citizens Contract Manager;
 - 10.3. Oversee Post Activity Logbook entries and provide a copy at least weekly to Citizens Contract Manager.
 - 10.4. Ensure Security Officers assigned to Citizens understand Services and are properly trained to carry out duties;
 - 10.5. Facilitate effective communication with Citizens' Contract Manager and Security Officers;
 - 10.6. Conduct periodic, unannounced inspections to ensure Security Officers are in compliance with the Agreement and this SLA. Inspections will consist of no less than one (1) visit per thirty (30) days;
 - 10.7. Provide reports to document all inspections and site-visits and submit to the Citizens' Contract Manager within two (2) business days of conclusion of the inspection and/or site-visit; and,
 - 10.8. Provide guard tour report no less than every thirty (30) days or upon request.

11. **Citizens Furnished Items.** Citizens will furnish, without cost to Vendor, the following materials and equipment to be used in connection with the performance of the Agreement.
 - 11.1. **Procedures.** Upon execution, if not before, Citizens will provide the following documents to the Vendor:
 - 11.1.1. Citizens' Standards of Conduct;
 - 11.1.2. Ethical Conduct Standards;
 - 11.1.3. On-Call Procedure and contacts for each building; and,
 - 11.1.4. Emergency Call Procedures.
 - 11.2. **Keys/Badges.** Keys/badge access cards for access to each facility will be issued to Security Officers employed at those sites. Appropriate use of the keys and access badges will be detailed by the Contract Manager and receipt documented.
 - 11.3. **Equipment.** Assigned use of a PC, printer(s), and general office supplies.
 - 11.3.1. Access to copiers, phones and fax machines as needed to perform job duties;
 - 11.3.2. Citizens to provide computer for access and monitoring of security systems and use of e-mail for internal communications; and,
 - 11.3.3. A designated work/reception area for Security Officer.
12. **Vendor Furnished Items.** Vendor will furnish the following material and equipment to be used in connection with the performance of this Agreement.
 - 12.1. **Uniforms.** All Security Officers assigned to a facility will be appropriately uniformed in accordance with applicable local, state, and federal standards. Vendor shall be responsible for uniform costs, while each Security Officer shall be responsible for the daily maintenance of clean, wrinkle free and good condition uniforms. Should a change in law or collective bargaining agreement require Vendor to be responsible for uniform cleaning, the parties agree that upon mutual acceptance an additional fee may be negotiated.
 - 12.2. **Communication Equipment.** Vendor shall provide each Security Officer on duty with a reliable cell phone device and all necessary communication equipment to perform their duties. This will include, but not be limited to, cellular telephone with long distance call out capability. The device must remain on-site and assigned to the Security Officer on shift and phone number will be published to Citizens employees as the Security cell/mobile number which is secondary to designated workstation phone.
 - 12.3. **Procedures.** Vendor will develop post orders and any other necessary documents required to perform Services and provide the resources to Citizens' Contract Manager, for review prior to implementation. A collaborative effort should be made to customize all support documents to ensure they represent and provide the necessary information to meet service and response needs. Post orders should be customized for each location and maintained at each facility in a designated location for use by Security Officers.
13. **Reporting Procedures.** Vendor shall maintain the Post Activity Logbook at each site and will be used as needed to support validation of Services, investigations, or other validation of events. This Post Activity Logbook, preferably created as a 3-ring binder,

will become the property of Citizens upon termination of this Agreement. All Post Activity Logbooks shall be preserved for each post and immediately available to Citizens upon request. Post Activity Logbooks can be destroyed after meeting the State of Florida's record retention schedule.

Each location shall maintain a Post Activity Logbook of all significant events that take place during the shift. Each shift should document the exchange/transition to a new officer with a notation that all conditions were normal or listing any abnormal conditions that were communicated during the shift change. At a minimum, the logbook shall document all security, safety or building maintenance events, the time of occurrence, and the corrective actions that were taken.

The Security Officers at each facility shall record all shift arrival and departure times in the Post Activity Logbook or other applicable recording system that can be easily verified.

14. **Compensation.**

- 14.1. **Compensation Schedule.** Citizens' obligation to pay Vendor for all Services and reimbursable expenses under this Agreement shall not exceed a total dollar amount of \$1,107,047. Vendor will invoice Citizens on a monthly basis and Vendor will be paid net thirty (30) days based at the approved hourly rates as listed in the table below and pursuant to the Purchase Order for the Services upon the receipt of an accurate invoice.

Region 4 Security Officer Level	Year 1	Year 2	Year 3	Year 4	Year 5
Level II Security Officer, Full Time	\$14.98	\$15.43	\$15.89	\$16.37	\$16.86
Level III Security Officer, Full Time	\$19.83	\$20.42	\$21.04	\$21.67	\$22.32
Level IV Security Officer, Full Time	\$31.94	\$31.94	\$31.94	\$31.94	\$31.94
Emergency Response Armed	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
Emergency Response Unarmed	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00

- 14.2. **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 U.S. 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 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; and, (h) itemized Services for which compensation is being sought, including the position title, hourly rate, number of hours and total.

15. **Payment Processing.** Where a submitted invoice is incomplete, such as not containing information required in this Agreement, 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 thirty (30) days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount, which includes non-performance.
16. **Dispute Resolution Process.** Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedure Act, Chapter 120, Florida Statutes. Prior to commencing any litigation relating to this Agreement, the Parties agree that they will attempt to resolve any dispute, excluding those disputes addressed by the Dispute Resolution Process, through non-binding mediation. The Parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each Party shall in good faith attempt to resolve the disagreement prior to the filing of a lawsuit or commencing a legal action. Vendor acknowledges that any dispute or disagreement under this Agreement relating to Citizens Confidential Information shall be exempt from the requirements of this Section.
17. **Public Records Laws.** In addition to the Public Records requirements within the State Term Contract, the following will apply: **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 THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303, 850-521-8302; 850-575-1879 (FAX); OR RECORDSREQUEST@CITIZENSFLA.COM.**
18. **Contract Administration.**
- 18.1. **Citizens' Contract Administrator.** Citizens shall name a Contract Administrator during the term of this SLA whose responsibility shall be to maintain this SLA. Except for written notices not otherwise specifically required to be delivered to the Citizens' Contract Manager or designee (such as those relating to background checks, invoicing, data security requirements and subcontractors), all written notices shall be delivered to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management Office
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202

904-407-0225
Lori.Newman@citizensfla.com

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

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

Citizens' Contract Manager
Stewart Allen, Facility Manger
Citizens Property Insurance Corporation
301 W Bay St Suite 1300
Jacksonville, FL 32202
904-208-7631
Stewart.Allen@citizensfla.com

Vendor's Contract Manager
Clarence Kehler, Client Manager
Universal Protection Services, LLC
d/b/a Allied Universal Security Services, LLC
4190 Belfort Rd #150
Jacksonville, FL 32216
904.399.1813
clarence.kehler@aus.com

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

SIGNATURES BEGIN ON NEXT PAGE

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

CITIZENS PROPERTY INSURANCE CORPORATION:

DocuSigned by:
Violet Bloom
F390B38167024A0...

SIGNATURE

violet bloom

TYPED NAME

CHRO

TITLE

11/17/2020

DATE SIGNED

UNIVERSAL PROTECTION SERVICES, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC:

DocuSigned by:
Clarence Kehler
A9EB3914EDD148D

SIGNATURE

Clarence Kehler

TYPED NAME

Client Manager

TITLE

11/16/2020

DATE SIGNED

DocuSigned by:
Kelly Booten
7B9C7AA80097483

SIGNATURE

Kelly Booten

TYPED NAME

chief operating officer

TITLE

11/17/2020

DATE SIGNED

**ADDENDUM 1
PUBLIC RECORDS ADDENDUM**

Company Name ("Vendor"): Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC
Agreement Name/Number ("Agreement"): Florida State Term Contract No. 92121500-20-1
Contract Document Covered by This Addendum: Service Level Agreement ("SLA")
Primary Vendor Contact Name: Clarence Kehler
Telephone: 904.399.1813
Email: clarence.kehler@aus.com

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

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

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

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

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