



AGREEMENT FOR LEAN, AGILE, AND CONTINUOUS IMPROVEMENT TRAINING 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 THE MURLI GROUP, LLC (“**Vendor**”) having its principal place of business at 14 Pearl Street, Mystic, CT 06355. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

On October 26, 2020, Citizens issued a Request for Proposal No. 20-0017 for Lean, Agile, and Continuous Improvement Training 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. “Deliverables” means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
 - 1.2. “Effective Date” means the date on which the last Party executes this Agreement.
 - 1.3. “Services” means all services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any service or Deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
 - 1.4. “Task Order” means a mutually agreed upon description of the Services to be provided under this Agreement for a particular training event. A Task Order Template is attached as Exhibit B.
 - 1.5. “Training Coordinator” means Citizens staff member responsible for coordinating training needs for Citizens.
 - 1.6. “Vendor Staff” means any of Vendor’s employees, agents, subcontractors, or representatives who provide the Services.

- 1.7. "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 one (1), one (1) year renewal terms either: (a) by Citizens, at its discretion, upon twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewal shall be subject to the same terms and conditions set forth in the Agreement at the time of renewal, including any amendment signed by the Parties.

3. **Services; Service Requirements.**

- 3.1. **Description.** Vendor shall provide Services to Citizens as described in Task Orders issued pursuant to Section 3.3 below. The Services may include any of the following:
 - a. live onsite instructor-led courses and course materials;
 - b. live virtual instructor-led courses and course materials;
 - c. on-demand recorded trainings and materials; and,
 - d. train-the-trainer certifications (for Citizens employees to serve as trainer) [live onsite or live virtual]
- 3.2. **Current Course Listings and Future Changes.** A current list of Vendor's trainings and prices are set forth on Exhibit A – Vendor Course List. Vendor may update this course listing from time to time upon thirty (30) calendar days' written notice to Citizens' Contract Manager. Such updates will not require a formal contract amendment so long as the prices do not exceed the prices for the most comparable courses listed on the original Exhibit A. To the extent any new price exceeds the price for the most comparable course, the update shall require a contract amendment signed by both Parties and may be subject to approval by Citizens Board of Governors.
- 3.3. **Task Order Process.** Each Task Order will be drafted by Citizens and provided to Vendor in a format similar to Exhibit B, Task Order Template. A Task Order shall become effective upon acceptance by Vendor and signature by both Parties.
 - 3.3.1. **Cancellation or Modification of a Task Order.** Unless otherwise described in a Task Order, Citizens may in good faith and upon reasonable notice modify or cancel the Task Order for any reason.
- 3.4. **Vendor Staff Qualifications and Removal.** All Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification to Citizens. Citizens reserves the right to approve the assignment of a Vendor Staff at its discretion. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling statutes, laws, and regulations relevant to the Services.
- 3.5. **Background Checks.** Vendor shall conduct reasonable background checks to verify that the proposed Vendor Staff has met the minimum education, qualifications, integrity, and experience requirements as required by Citizens' Contract Manager or designee.

4. **Warranties and Standards.**

- 4.1. **General Warranty.** Vendor warrants that the Services will be performed and delivered in a first-class professional manner in accordance with this Agreement and the standards prevailing in the industry. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranty and covenants in this Section will extend to and bind Vendor's subcontractors, if any.
- 4.2. **Ability to Perform.** As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations.
- 4.3. **Service Level Standards.**
- 4.3.1. **Description.** In addition to all other requirements in the Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards as set forth below.

Service Level Standard	Description	Service Credit Due
Citizens' customer satisfaction survey – content quality	Total responses to survey shall be at least 70% satisfied with the quality of the content	Where satisfaction for a particular training session is 70% or less, a service credit will be issued to Citizens in the amount of 5% of the invoice amount. Citizens shall also have the right to pursue other remedies under this Agreement, including the right to require Vendor to provide a mutually agreed upon remediation plan.
Citizens' customer satisfaction survey – instructor's delivery	Total responses to survey shall be at least 70% satisfied with the instructor's delivery	Where satisfaction for a particular training session is 70% or less, a service credit will be issued to Citizens in the amount of 5% of the invoice amount. Citizens shall also have the right to pursue other remedies under this Agreement, including the right to require Vendor to provide a mutually agreed upon remediation plan.

5. **Deliverables and Work Product.**

- 5.1. **Deliverables and Financial Consequences.** Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement and as further detailed in the Task Order. Failure to do so will entitle Citizens to enforce financial consequences which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; and/or, (b) terminating this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 10.2 below.
- 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, training materials, 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. Corrective Action Plan. If 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 Defect identified by Citizens during, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur within thirty (30) calendar days, unless otherwise agreed to by

Citizens in its sole discretion.

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

6. **Compensation.**

- 6.1. **Maximum Compensation and Budget Requirement.** Citizens' obligation to pay Vendor for all Services accepted and reimbursable expenses under this Agreement (i) shall not exceed a total dollar amount of \$300,000.00 for the base term of three (3) years; and, (ii) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis. Should Citizens opt to exercise the optional renewal term available, further Citizens' Board of Governors approval will be required and Citizens' obligation to pay Vendor for all Services accepted and reimbursable expenses under this Agreement shall not exceed the value of that approval.
- 6.2. **Compensation Schedule.** Vendor will be paid in accordance with the pricing set forth on Exhibit A payable Net thirty (30) calendar days of receipt of an accurate and complete invoice following course completion.
- 6.3. **Invoices.** Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall submit the original invoice to Citizens' Contract Manager or designee as identified in Section 9.2. Contract Managers. All late payment inquiries must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum, the following: (a) purchase order number/Agreement number/task order number, if applicable; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 6.8.); and, (h) itemized Services for which compensation is being sought.
- 6.4. **Payment Processing.** Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) calendar days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) calendar days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) calendar days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens' dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.
- 6.5. **Travel-related Expenses.** Citizens will not reimburse Vendor for travel-related expenses.
- 6.6. **No Additional Charges.** Except for the compensation described in the Compensation Schedule, Citizens shall not be billed for or be obligated to pay to Vendor any charges,

expenses, or other amounts for those Services.

- 6.7. **Offsets and Credits.** Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 6.8. **Taxes.** Citizens is a State of Florida governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

7. Indemnification and Limitation of Liability.

- 7.1. **Indemnification.** Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, employees, and policyholders (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) a breach of any obligation or representation made by Vendor under this Agreement; (d) any claim that any portion of the Services violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling.
 - 7.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.
 - 7.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.
 - 7.1.3. The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.
 - 7.1.4. The provisions of this Section shall survive the termination of this Agreement.

7.2. Limitation of Liability.

- 7.2.1. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.
- 7.2.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000.00). THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (C) ANY CLAIM OR DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN THIS AGREEMENT.
- 7.2.3. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER SECTION 768.28, FLORIDA STATUTES.
- 7.2.4. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

- 8.1. Workers' Compensation. Where required by law, which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.
- 8.2. 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.
- 8.3. Insurance Company Qualifications. Each company issuing policies required under this Section must: (i) be licensed to transact business in the State of Florida; and, (ii) have an AM Best Financial Strength rating of "A-" or above.
- 8.4. Citizens to be an Additional Insured. (intentionally deleted)
- 8.5. Waiver of Subrogation. The insurance required under this Section shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 8.6. Coverage for Indemnity Obligations. The Commercial General Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 8.7. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days

prior written notice for non-payment of premium.

- 8.8. Proof of Coverage. Upon request Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in this Section. The certificates for Commercial General Liability insurance must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

9. Contract Administration.

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

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

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

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

Citizens' Contract Manager
Aprill Lundgren
Citizens Property Insurance Corporation
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-208-7432
Aprill.lundgren@citizensfla.com

Vendor's Contract Manager
Jodi Richmond
The Murli Group, LLC
14 Pearl St.
Mystic, CT 06355
860-245-5006
jodi.richmond@themurli.com

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

10. Termination.

- 10.1. Termination without Cause. By thirty (30) calendar days advance written notice, Citizens

may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any "wind-down" costs, cancellation charges, or damages, including lost profits or reliance damages.

- 10.2. Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the breaching Party, in writing, of the nature of the breach and provide a reasonable time certain to cure the breach. The cure period will generally be ten (10) calendar days from receipt of the notice, provided that a cure period is not required if a cure is not feasible as determined by the non-breaching Party or if the breaching Party has already been notified of the breach and given at least ten (10) calendar days to correct it. If the breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the breaching Party, in writing, that it considers the breaching Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 10.1.
- 10.3. Scrutinized Companies; Termination by Citizens. In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the "Scrutinized Companies with Activities in Sudan List;" (c) has been placed on the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;" (d) has been placed on the "Scrutinized Companies that Boycott Israel List;" (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.

11. Disputes.

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

any right to jury trial.

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

12. Records; Audits; Public Records Laws.

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

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

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

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

12.3.2. Responding to Request for Vendor's Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration.

Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to reimburse Citizens for any attorneys' fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third party's challenge to Vendor's assertion of an exemption under Florida's Public Records Laws.

- 12.3.3. Vendor's Duty to Forward Records Requests to Citizens. If Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. 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.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 12.4. Remedies. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 12.5. The provisions of this Section shall survive the termination of this Agreement.

13. Miscellaneous.

- 13.1 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.
- 13.2 Vendor Conflicts of Interests. Vendor 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.

- 13.3 No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 13.4 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.
- 13.5 Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website, and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.
- 13.10 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.
- 13.11 Modification of Terms. Except as otherwise provided for herein, this Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally

modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” or “click through” terms, whether written or electronic) or by incorporating such terms onto Vendor’s order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens’ acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.

- 13.12 Assignments. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Vendor shall not sell, assign, or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of Citizens.
- 13.13 Force Majeure. Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party’s reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted Party. In no case shall Vendor’s labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizen, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of this Agreement to Citizens. **THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR’S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS.** Vendor shall not be entitled to any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions.

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

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

- 13.14 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.
- 13.15 Public Records Addendum (“Addendum”). Vendor agrees that the Addendum attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.
- 13.16 Entire Agreement. This Agreement, and any Task Orders, exhibits, schedules and

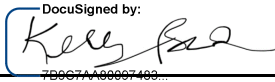
attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.

[Signature Page Follows]

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

CITIZENS PROPERTY INSURANCE

CORPORATION:

DocuSigned by:

7B6C7AA00007403...

Signature

Kelly Booten

Print Name

Chief operating officer

Title

5/4/2021

Date Signed

DocuSigned by:

F390B38167024A0...

Signature

violet bloom

Print Name

CHRO

Title

5/4/2021

Date Signed

THE MURLI GROUP, LLC:

DocuSigned by:

20FEDFE664944A7...

Signature

Jodi Richmond

Print Name

Government Contracts Manager

Title

4/16/2021

Date Signed

EXHIBIT A - VENDOR COURSE LIST**The Murli Group- Educational Track Offerings**

All courses are instructor-led and are offered either at the customer facility or via an on-line, live, remote learning platform. On-line courses are not pre-recorded.

Course Title	Course Number	Platform	Course Length	Minimum Students	Maximum Students	Price
<u>The Lean Management System Overview</u>	500-001	In-Person	2 days	1	25	\$7,000/course
	400-001	On-line	8 hours	8	25	\$450/person
<u>Value Stream Mapping</u>	500-002	In-Person	1 day	1	25	\$3,500/course
	400-002	On-line	8 hours	8	25	\$450/person
<u>People Systems</u>	500-003	In-Person	2 days	1	25	\$7,000/course
	400-003	On-line	8 hours	8	25	\$450/person
<u>Lean Sales</u>	500-004	In-Person	1 day	1	25	\$3,500/course
	400-004	On-line	8 hours	8	25	\$450/person
<u>Digitally Enhanced Visual Management System Design</u>	500-005	In-Person	2 day	1	25	\$7,000/course*
	400-005	On-line	8 hours	8	25	\$450/person
<u>True North</u>	500-006	In-Person	1 day	1	25	\$5,250/ course
	400-006	On-line	8 hours	8	25	\$450/person
<u>Standard Work</u>	500-007	In-Person	1 day	1	25	\$3,500/course
	400-007	On-line	8 hours	8	25	\$450/person
<u>Leader Standard Work and Behaviors</u>	500-008	In-Person	2 days	1	25	\$7,000/course
	400-008	On-line	8 hours	8	25	\$450/person
<u>Accountability Systems</u>	500-009	In-Person	1 day	1	25	\$3,500/course
	400-009	On-line	8 hours	8	25	\$450/person
<u>Lean Transformation Planning</u>	500-010	In-Person	1 day	1	25	\$7,000/course
	400-010	On-line	8 hours	8	25	\$450/person
<u>Lean Sales, Inventory, and Operations Planning</u>	500-011	In-Person	1 day	1	25	\$3,500/course
	400-011	On-line	8 hours	8	25	\$450/person

Course Title	Course Number	Platform	Course Length	Minimum Students	Maximum Students	Price
Strategy Deployment	500-012	In-Person	1 day	1	25	\$3,500/course
	400-012	On-line	8 hours	8	25	\$450/person
Lean Supply Chain	500-013	In-Person	1 day	1	25	\$3,500/course
	400-013	On-line	8 hours	8	25	\$450/person
Total Productive Maintenance	500-014	In-Person	1 day	1	25	\$3,500/course
	400-014	On-line	8 hours	8	25	\$450/person
Lean Leadership Behaviors I	500-015	In-Person	1 day	1	25	\$3,500/course
	400-015	On-line	8 hours	8	25	\$450/person
Lean Leadership Behaviors II	500-016	In-Person	1 day	1	25	\$3,500/course
	400-016	On-line	8 hours	8	25	\$450/person
Lean Leadership Behaviors III	500-017	In-Person	1 day	1	25	\$3,500/course
	400-017	On-line	8 hours	8	25	\$450/person
Heijunka Scheduling	500-018	In-Person	1 day	1	25	\$3,500/course
	400-018	On-line	8 hours	8	25	\$450/person
Problem Solving	500-019	In-Person	1 day	1	25	\$3,500/course
	400-019	On-line	8 hours	8	25	\$450/person
Lean Product and Process Development	500-020	In-Person	1 day	1	25	\$3,500/course
	400-020	On-line	8 hours	8	25	\$450/person
Kaizen Events	500-021	In-Person	1 day	1	25	\$3,500/course
	400-021	On-line	8 hours	8	25	\$450/person
Lean White Belt Certification	600-001	In-Person and/or On-line	4 weeks	1	8	\$7,000/course
Lean Yellow Belt Certification	600-002	In-Person and/or On-line	6 months	1	8	\$36,750/course
Lean Green Belt Certification	600-003	In-Person and/or On-line	18 months	1	4	\$147,000/course
Lean Black Belt Certification	600-004	In-Person and/or On-line	2 years	1	2	\$196,000/course

*Large touch screen equipment rental, if requested by client, is not included in price and will be charged to client at rental rate.

The Lean Management System Overview

<i>LMS 500-001</i>	<i>IN-PERSON</i>	<i>2 (8-HOUR) DAYS</i>	<i>\$7,000/COURSE</i>
<i>LMS 400-001</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: A Lean thinking organization is above all else a learning organization. There are six (6) key elements of a Lean Management System- True North, Standard Work, Visual Management, People Systems, Leader Standard Work & Behaviors, and Accountability Systems- that must all be in place to create the target condition of a continually learning organization that evolves and does not retreat over time.

This course covers the core concepts of a Lean Management System in order to help organizations efficiently increase value, identify and remove waste, and continuously improve processes through small systematic changes. The course provides an overview of the six (6) elements that comprise the Lean Management System and examines how these elements work together to create a system of continuous improvement through collaborative problem solving throughout the entire organization. The in-person course is structured as repetitive cycles of *Learn-See-Do*, and includes hands-on, active participation in implementing each principle.

Course includes a copy of “The Lean Management System”, by Joe Murli.

Course Objectives: Students will learn

- The attributes that define management systems in general i.e. what is a management system?
- How a Lean Management System compares to other traditional management systems both historically and in use today
- The characteristics of Lean organizations, defining the target condition
- A summary overview of the Lean Management System, an examination of each element, and how these elements work together to build a culture of continuous improvement, including
 - ✓ True North
 - ✓ Standard Work
 - ✓ Visual Management
 - ✓ People Systems
 - ✓ Leader Standard Work & Behaviors
 - ✓ Accountability Systems
- How to go beyond the application of Lean tools to create an organization that embodies the culture of continuously improving and eliminating waste
- The elements that make a successful leader and how to embed these skills throughout the entire workforce leveraging their capability as a leader
- How to personally engage in the Lean transformation process, beyond delegation, so that performance improvements don't plateau and true cultural transformation takes place
- How to unlock the potential demonstrated in the islands of improvement in a company and tie them together into an entire Value Stream that continually improves itself

The Lean Management System- Value Stream Mapping

<i>LMS 500-002</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-002</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: A Value Stream Map displays the flow of process steps and information to deliver a product or a service to the customer. As a Lean management technique, Value Stream Mapping helps to visualize where there are barriers to flow in all major business processes. It provides a blue print for what specific actions need to be undertaken to speed up the flow of information, product, and cash. A comprehensive Value Stream Mapping exercise provides a concentrated forum to generate action plans which eliminate waste and improve the customer experience overall. When implemented properly, a Value Stream Map promotes a culture of continuous improvement that allows people to identify and remove waste from processes in order to improve efficiency.

This course is a deep dive into the elements of Value Stream Mapping, including a current state Value Stream Map, a future state Value Stream Map, a Value Stream Improvement Plan, Pulse Point Arrows, Leader Standard Work, and a visual War Room. The course also emphasizes the importance of developing cross functional cooperation among departments across an enterprise in order to leverage improvements significantly over what is achieved with a singular process or department and to create higher quality team-based output.

Course Objectives: Students will learn

- What a Value Stream and a Value Stream Map are and how to designate and manage them
- How to understand the Value Stream Map in relation to basic Lean concepts
- How to characterize the customer and understand the communication links between the customer, the organization, and the suppliers
- How to define the process steps in a Value Stream Map in order to create the product the customer buys
- How to characterize the transportation and transmission of product in a Value Stream
- How to identify the inventory throughout the Value Stream
- How to identify the barriers to flow of value and learn how to determine and prioritize process improvement activities
- How to create current and future state Value Stream Maps, a Value Stream Improvement Plan, and visual War Room for moderately complex operations
- Why developing Leader Standard Work and Lean Leadership Behavior are required to achieve the future state vision of the organization

*The Lean Management System- **People Systems***

LMS 500-003	IN-PERSON	2 (8-HOUR) DAYS	\$7,000/COURSE
LMS 400-003	ON-LINE	2 (4-HOUR) DAYS	\$450/PERSON

Course Overview: A unique characteristic of Lean is to capture of the hearts and minds of the organization to have everyone every day think about how to carry out their work more effectively. Aligning People Systems to this goal is a requirement for success, as the incentives built into Human Resources (HR) policies and practices are often not aligned with the behaviors sought for the future organization. While process improvements and Leader Standard Work can yield great benefit on their own, truly significant, sustainable, breakthrough improvements are made when People Systems are aligned with the behaviors expected of the workforce.

This course examines the People Systems element of the Lean Management System (LMS), encompassing a critical examination of the policies, practices, and systems that motivate people to think on behalf of the company. The course will walk participants through the employee life cycle starting from the time a person is attracted to join the organization until they disengage, including all stages in between. Each of these stages contain critical milestone events that have large impact on the expectations of the individual as well as the organization's expectations of them. This course also addresses Change Management as an element of the transformation; as organizations go through distinct and predictable reactions to change, it is important that Lean Transformation planning include regular process checks to assess the culture within the organization to avoid the potential negative impact on Leader Standard Work and Behaviors.

In-person course only includes a competency card deck for each student.

Course Objectives: Students will learn

- How to draw practical connections among the six (6) elements of the Lean Management System inherent in a functioning Lean thinking organization
- How to define People Systems and why these systems need to change when pursuing an LMS
- Why a structured approach that aligns our People Systems with the expected behaviors creates the ideal work environment in a practical, safe, and predictable manner
- How to assess organizational design, whether the current state supports an LMS, and if needed, how to transition effectively
- Competency management, i.e. how to assess the current competencies of an organization and how to manage the development of those competencies relevant to an LMS
- What a psychological contract is, how to assess what is currently in practice, and how to manage the desired future state
- How to characterize culture and how to migrate over time to the desired future state
- How to identify gaps specific to the People Value Stream and strategies for closing the gaps between the current state and the desired future state for a successful Lean transformation
- The phases of an employee's lifecycle and the markers that drive Lean thinking behaviors
- The impact of developing a problem-solving culture on:
 - ✓ Attraction, selection, training of new employees
 - ✓ Rewards and recognitions systems
 - ✓ Managing the competencies of the organization
 - ✓ Secondary influencers
- What a People System's transformation plan looks like, including the Leader Standard Work associated with pursuing improvements
- How to design and execute change management systems, including how to assess the current state in terms of attitude toward change, the anticipated stages of change, and the development of a detailed change management plan closely coupled with the Lean transformation plan

*The Lean Management System- **Lean Sales***

<i>LMS 500-004</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-004</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: Companies that achieve success with Lean in operations are eager to apply these same principles to other parts of their organization in hopes of gaining similar benefits and efficiencies. Sales, however, is an area that has remained resistant to adopting Lean principles. Revenue generation is the lifeblood of companies and the stakes are high when it comes to making significant changes to traditional sales processes. However, Lean is an effective way to manage sales and marketing. You can clarify your sales process to identify ways to maximize value to a customer and eliminate waste.

This course examines how to hire and manage sales professionals, how to approach customers, and how to align People Systems with the culture sought in a sales organization. Specifically, the course examines the challenges to creating a sales organization that works as a team, guided by Standard Work, and that continually challenges that Standard Work and thereby continually improves upon it. The course also focuses on other elements of the Lean Management System most affected within a sales organization, including Visual Management, People Systems, and Lean Leadership Behavior.

Course Objectives: Students will learn

- How a Lean Management System functions and how it benefits a Sales organization
- How sales people are hired, managed, and compensated in a traditional vs a Lean thinking organization
- How a traditional sales organizational design is different from a Lean one
- What a Lean Sales Value Stream looks like, how it is different from a traditional sales Value Stream, and the benefits it can provide
- How to design a future state Lean Sales Value Stream
- How to develop and manage a transformation plan that incrementally and continuously moves a sales team closer to a future state vision without disrupting an organization
- How to measure and manage results as a sales team goes through the progression
- How to carry out basic Leader Standard Work necessary to achieve the future state vision of a Sales organization

*The Lean Management System- **Digitally Enhanced Visual Management System Design***

<i>LMS 500-005</i>	<i>IN-PERSON</i>	<i>2 (8-HOUR) DAYS</i>	<i>\$7,000/COURSE</i>
<i>LMS 400-005</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: In a Lean organization, managing the business is focused on managing processes in real time at the place where work is actually done, the Gemba. To achieve this desired state, important business process information must be recorded and displayed in simple visual terms throughout the company for all to see and react to as it happens. Along with this, parallel visual tools inform everyone of the process, along with adherence to that process. The areas of emphasis have a direct connection with company strategy and are integrated into the repetitive aspects of daily work. These tools are recognized by the rest of the organization to ensure coordinated objectives and visibility. Thus, the principle of conventional management—“what gets measured gets managed” turns into “what gets measured visually gets managed in real time, by those doing the work”. Add to this the fact that organizations today are becoming more geographically dispersed. As a result, it is often difficult or totally impossible to collaborate effectively among peer groups or to carry out Leader Standard Work at higher levels in the organization. A flexible means of designing and utilizing visual tools that are inclusive for those not consistently on-site is critical to creating a Lean thinking culture in such organizations.

This course is a deep dive into the Lean Management System element of Visual Management, focusing on how to create a cohesive visual system that provides a complete picture throughout an entire Value Stream. The course explores how to migrate an organization from one of gathering data, synthesizing, and reacting to one of seeing waste, managing exceptions, and improving processes. In addition, the course offers principles that cover how to integrate digital technology into a system in a consistent and seamless manner, including how to select from the choices of environmental, physical, and digital visual tools to ensure the right visual, in the right place, utilizing the right media.

In-person course only includes active participation in a simulation exercise along with two “Wishmaker International” simulation kits.

Course Objectives: Students will learn

- What Visual Management is and the attributes of successful Visual Management tools
- How the tools of Visual Management Systems tie together with all the elements of a Lean Management System
- The difference between Visual Management tools and Visual Management Systems
- How to distinguish between Visual Process Adherence and Visual Process Performance tools and how these tools are used
- How to effectively design a Visual Management System that is comprehensive and has the proper level of detail while avoiding ‘visual clutter’
- How to interrogate the Value Stream Map to design the appropriate Visual Management tools
- How to integrate Leader Standard Work & Behaviors with the visual system along with how the workforce uses Visual Management Systems to identify and solve problems
- How to decide whether a visual tool application should be environmental, physical, or digital
- How to integrate digital technology for geographically dispersed organizations in a manner that enhances conventional paper systems, rather than competes with them
- How to select which media are appropriate for each situation
- How Lean Leadership Behaviors are integrated into team problem solving in a digitally enhanced visual environment, such that all sites feel and act as a team

The Lean Management System- True North

<i>LMS 500-006</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$5,250/COURSE</i>
<i>LMS 400-006</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: The first principle of Lean is the creation of an environment where everybody every day identifies and solves problems commensurate with their position in the organization in a structured and consistent manner. The True North element of the management system is the unifying force that assures autonomous decisions are made in a manner consistent with the purpose and values of the organization. It's the glue that enables autonomy while still holding the organization together.

This course is a practical exercise in developing a company's True North into an actionable artifact that the organization will utilize pervasively to identify and solve problems perpetually and broadly at every level. The course emphasizes True North as the unifying, overarching purpose of the entire organization that keeps all individuals pulling in the same direction. The course also focuses on how a Lean leader must develop the skills to bring a company's True North into a conversation as a key means of converging dialog within the team on the definition of the problem, as well as the countermeasures that will eventually be evaluated through experimentation.

In-person course only includes facilitated preparatory work with the organization prior to the start of the course.

Course Objectives: Students will learn

- What a True North statement is and its purpose
- How to gather data from leadership teams on the value driven purpose of the organization
- How to coalesce the information into a viable True North statement
- How to use True North as part of the facilitation of team discussions on problem identification and solving
- How to socialize the True North statement within an organization in order to foster adoption
- How the True North statement is used in daily Leader Standard Work

*The Lean Management System- **Standard Work***

<i>LMS 500-007</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-007</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: Very few organizations truly understand Standard Work as a requirement for organizational learning, though it's a critical component of the Lean Management System. Standard Work is defined as the current one best way that has been agreed upon regarding how to carry out a task and which continually evolves as ways are found to improve upon it. As such, Standard Work is the platform upon which the next improvement will be built and from which the organization continues to learn. Ultimately, it must consist of a description of how to carry out a process, the standards to provide a unified definition of what 'good' looks like, a clear protocol for identifying and solving problems in a team setting, an efficient means of training the workforce on the newly accepted method, and finally, the ability to integrate the new method into Leader Standard Work.

This course is a deep dive into the Standard Work element of the Lean Management System and deals with developing an understanding of what Standard Work is, how it's used, and how to best adopt its principles in an organization, regardless of industry. It focuses on recognizing that the application of Standard Work is any circumstance in which team based collaborative problem solving is a desired state and that without it, people will not learn as a team.

Course Objectives: Students will learn

- Why Standard Work is a critical component of a Lean Management System and why it is a requirement for organizational learning
- The elements that make work definition 'Standard Work' rather than simply 'work standards'
- The relationships among specifications, training and control documents, and Standard Work
- How the principles of Standard Work are applied in a broad range of applications from high volume mass production on one end to complex and variable knowledge work at the opposite end
- The role of Standard Work in the process of Leader Standard Work and Behaviors
- That when Standard Work exists in concert with the other elements of the Lean Management System, capturing "the minds of the many" becomes a real possibility

*The Lean Management System- **Leader Standard Work & Lean Leadership Behaviors***

LMS 500-008	IN-PERSON	2 (8-HOUR) DAYS	\$7,000/COURSE
LMS 400-008	ON-LINE	2 (4-HOUR) DAYS	\$450/PERSON

Course Overview: Leader Standard Work & Behaviors provide the venue for the art of leadership to be applied in a Lean thinking organization and are necessary to support the operational changes implemented during a Lean transformation. To make the cultural shift that is needed to sustain and advance operational improvements, each leader must have predictable, repeatable standard activities that continually build people's 'problem-solving muscle' and move them ever closer to daily continuous improvement.

This deep dive course focuses in detail on each of the four primary tools of Leader Standard Work & Behaviors - Gemba walks, reflection meetings, Andon response, and one-on-one mentoring. Each of these tools combined assure process adherence as well as continuous improvement. This course provides the preparation needed to start practicing the tools immediately.

In-person course only includes active participation in a simulation exercise along with two "Wishmaker International" simulation kits.

Course Objectives: Students will learn

- Gemba Walks
 - ✓ What visual tools are needed to identify normal/abnormal so the walk is a management process
 - ✓ What metrics should be monitored; the right way to react when an abnormality is found
 - ✓ How to replace some meetings with Gemba walks to use time more effectively
 - ✓ When to ask open-ended questions, along with the right and wrong ways to ask them
 - ✓ How to design Gemba walks for different levels – team leader, supervisor, line manager, and executive – with different frequencies, scopes, and questions
- Reflection Meetings
 - ✓ What must be done to prepare for a reflection meeting or huddle
 - ✓ Why a theme is important; identifying themes connected to problem solving
 - ✓ How Gemba walks and status board metrics fit with reflection meetings
 - ✓ How the reflection meeting discussion differs from a Gemba walk discussion
 - ✓ How to design reflection meetings for different levels – team leader, supervisor, line manager, and executive
- Andon Response
 - ✓ What is the true purpose of an Andon and how to structure an Andon
 - ✓ Why responding to an Andon is different than responding to something found on a Gemba walk
 - ✓ How to design Andons for different levels and work environments
- One-on-one Mentoring
 - ✓ The purpose of mentoring and how it differs from performance reviews
 - ✓ Questions that must be at the center of mentoring meetings
 - ✓ How often to hold mentoring meetings
 - ✓ How to design mentoring meetings for every level of the company - team leader, supervisor, line manager, and executive

*The Lean Management System- **Accountability Systems***

<i>LMS 500-009</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-009</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: It's quite common to view accountability as equivalent to blame and to use the words interchangeably. While it is difficult to distill the exact characteristics that distinguish one from the other, it becomes obvious when viewing a culture that embraces ownership throughout its ranks. Blaming people for lack of achievement results in fear, subversion, and sub-optimization of the Value Stream as well as undermined sustainability. Even the positive alternative to blame, giving credit to specific individuals over the team, leads to disintegration of teamwork, slows overall organizational learning, and ultimately compromises the adaptive system. Accountability, on the other hand, leads to transparency, collaborative problem solving, Value Stream perspective, customer focus, and continual improvement.

This course is a deep dive into the Accountability element of the Lean Management System and deals with developing an understanding of what it is, how it's distinct from blame, how it's used, and how to best adopt its principles in each organizational culture. The course emphasizes the need for clear and measurable objectives, metrics, and goals in an organization and how these goals provide feedback to help that organization understand if they are improving, as without this feedback loop, the process of continual improvement and organizational learning is compromised.

Course Objectives: Students will learn

- The distinction between accountability and blame
- How the principles of ladders of inference in a blame & credit environment lead to reducing overall performance levels rather than creating a higher standard to which to aspire
- How to integrate accountability into an organizational culture in various circumstances
- How to develop performance metrics at each tier of an organization that provide feedback to teams at every level
- How to create line of site from bottom to top with measurements and goals that add to the value driven purpose of an organization
- How the element of Accountability develops a roadmap to creating a sense of ownership throughout an organization
- The important difference between understanding what an organization is accountable to accomplish versus the feeling of a vague sense of responsibility to an organization

*The Lean Management System- **Lean Transformation Planning***

LMS 500-010	IN-PERSON	1 (8-HOUR) DAY	\$7,000/COURSE
LMS 400-010	ON-LINE	2 (4-HOUR) DAYS	\$450/PERSON

Course Overview: Much has been learned about what works and what does not work in a comprehensive Lean transformation effort. While observing companies like Toyota provide great guidance on what the target condition should look like, it indicates very little about how to transform one's own organization. The lessons of what to consider in planning an organization's transformation lie in the experiences of Western culture companies that have come through the experience successfully, even if not efficiently.

This course pulls together those hard-won lessons and teaches not how to copy them, but how to think about each element of the transformation process in a way that is customized to an organization's needs. While each transformation plan is unique to the business needs, operational realities, and culture of an organization, the elements to consider and the sequence of planning for them is repeatable. This course will teach students how to build the right plan for their organization for maximum effectivity. This is an excellent course when an organization has reached the point where there is strong support for a broad scale transformation or when one has achieved success in a number of isolated areas. The challenge becomes how to assemble a detailed plan of attack that gets the organization where it needs to be, while minimizing the backsliding and missteps that characterize so many transformations.

In-person course only includes a preparatory team meeting and a client site Gemba walk prior to the start of the course.

Course Objectives: Students will learn

- What a Lean transformation is, what constitutes success, and the infrastructure and processes required to manage each phase of change
- The predominant models of transformation and the Lean community's experience with them
- The elements to consider in planning a transformation and how they interrelate
- The pitfalls of poorly planned transformations and what to watch out for
- A deep dive into the transformation planning elements of

✓ Leadership Alignment	✓ Development of internal Lean experts
✓ Enterprise & Value Stream Mapping	✓ How Human Resources (HR) is Impacted
✓ Piloting	✓ How Finance is Impacted
✓ Initial and Full-Scale Deployment	✓ How IT is impacted
- How to maximize the rate of organizational learning at each phase
- How to maximize the desired cultural rate of change
- How to maximize the business performance improvement
- The rolls and responsibilities for each member of the organization
- The Leader Standard Work associated with managing the Lean transformation process

*The Lean Management System- **Lean Sales, Inventory, and Operations Planning***

LMS 500-011	IN-PERSON	1 (8-HOUR) DAY	\$3,500/COURSE
LMS 400-011	ON-LINE	2 (4-HOUR) DAYS	\$450/PERSON

Course Overview: Lean Sales, Inventory, and Operations Planning is a process linking demand forecasting with operational execution. In mature Lean organizations, it more specifically deals with the interactions between forecasting and the Lean tools that control the flow of materials and information both internally and externally throughout the Supply Chain. It supports enterprise-wide consensus on the appropriate demand levels to which to manage and thus assures optimal service levels utilizing minimal assets, while promoting teamwork and cooperation among departments.

This course links the traditional tools of financial planning, sales forecasting, and detailed operations planning with the Lean tools of flow, enabling a continually adaptive system that optimizes financial outcomes, better focused sales processes, and optimized flow of value through operations. The course examines each of the phases of planning and executing a Lean Sales, Inventory, and Operations Process, beginning with initial baseline, through financial forecasting, sales forecasting, operations forecasting, operational integration, supply chain, and sales process, to the final planning cycle. The course emphasizes the importance of having an entire business involved in unlocking the value inherent in the improved operating capabilities during a Lean transformation to increase an organization's agility and profitability.

Course Objectives: Students will learn

- How to analyze existing methods, systems, and capabilities through direct investigation and process mapping in order to develop a future state map
- How to review historical performance relative to plan and how to set a trajectory for future performance based on financial terms
- How to develop market intelligence to derive demand patterns in the marketplace based on customer groups and their drivers
- How to develop processes to consistently translate the sales forecasts down to an executable level of detail, building consensus across financial, sales, and operational forecasts
- How adjustments are made to Standard Work, Kanban, FIFO Lanes, ERP Systems, pitch, scheduling methods, etc. within the Value Stream such that an agile and tight linkage is established with enterprise forecasting methods
- How to determine the key points throughout the Supply Chain Value Stream that are impacted and how to establish ramp up/down methods and capabilities at each point
- How to identify controllable sales processes that affect demand patterns in order to close gaps between forecast and actual demand
- How to determine the cadence of all major activities that an organization goes through each month to arrive at the planning cycle
- Why the manner in which finance, sales & marketing, product engineering, logistics, procurement, and manufacturing integration must be viewed differently in a Lean organization
- Specific methods of conducting regular reviews and adjusting the key management tools throughout the enterprise to manage achievement of financial goals of an organization

*The Lean Management System- **Strategy Deployment***

<i>LMS 500-012</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-012</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: Lean organizations gain their performance improvements in two main areas- the daily process improvements focused on waste elimination and the achievement of breakthrough performance improvements through the creation of new capabilities. In today's dynamic business environment, the key to success resides in having a well understood, long range, strategic vision that acts as a compass direction for the entire organization to follow each and every day- the Japanese call this 'Hoshin Kanri' or Compass Management. Even during continual changes in the environment, the overall direction of the organization stays focused and true to the prevailing strategy in order to make progress. The organization must stay focused on both this strategic vision and the daily operation to be successful over the longer term. Everyone must know the plan and the strategy must manifest itself in the work people do throughout the enterprise at every level, every day.

This course examines the Strategy Deployment process as a structured methodology for aligning the entire organization behind a clear, simple vision, or True North. The course looks at the rigorous process of distilling broad and/or diluted long-range targets into a few critical key objectives, the development of Breakthrough Objectives in the context of three to five-year time horizons, and then the breakdown of the Breakthrough Objectives into Annual Improvement Priorities. The course emphasizes that the entire Strategy Deployment process, including the pursuit of breakthrough performance improvements, never loses sight of the daily operations of the business, even while the two are kept clearly distinct and are managed independently and differently. The course examines the overall thought process and steps of Strategy Deployment using a case study and series of breakout sessions.

Course Objectives: Students will learn

- The importance of a Strategy Deployment planning methodology that is hierarchical, cascading down through the organization in a predictable and structured manner
- How a proper Strategy Deployment supports daily Kaizen and over time ensures that an organization achieves its longer-term strategy
- The key steps in the Strategy Deployment process that walk through the development of True North, Breakthrough Objectives, Annual Improvement Priorities, and Line of Site metrics and how to connect them together within concise visual documentation, the X-Matrix
- The creation of a visual War Room, either physical or virtual, where all Strategy Deployment information is kept collectively in visual display
- The tools of Leader Standard Work in managing the Strategy Deployment system, including
 - ✓ Gemba walks
 - ✓ Andons
 - ✓ War Room Meetings
 - ✓ One-on-one meetings
- The attributes of Lean Leadership Behaviors in successfully managing the Strategy Deployment system, including the principles of
 - ✓ Servant leadership
 - ✓ Humble and appreciative inquiry
 - ✓ Purposeful discussion

*The Lean Management System- **Lean Supply Chain***

<i>LMS 500-013</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-013</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: Much has been done to integrate Lean thinking on the factory floor. Once these operations are stabilized and Lean knowledge becomes more advanced, opportunities to develop Lean Value Streams that are linked across the supply chain become evident and within reach. A complete Lean Supply Chain is ultimately a system of codependent and interrelated divisions working together to achieve enterprise wide objectives. Furthermore, a Lean Supply Chain is not intended solely for manufacturing companies, but is equally relevant and important within any business or public service entity wanting to streamline processes by eliminating waste across the enterprise and increase value delivered to the customer. While each company or division has their own business interests, there is no doubt that unlocking the value at each link in the chain leads to better service for the end customer.

This course examines how a well-designed and well managed supply chain should operate to deliver good quality products efficiently to the customer while minimizing waste. With a focus on how to design a Lean Supply Chain that optimizes the complex and seemingly conflicting requirements that today's businesses face, the course leads to an appreciation for the fact that an optimized supply network does not have to forgo the benefits of Lean. All organizations striving to implement Lean benefit from a logical approach to creating and managing their supply chain.

Course Objectives: Students will learn

- How to apply the principles of the Lean Management System across the entire Supply Chain
- The 14 principles of a Lean Supply Chain
- Extended Supply Chain Mapping
- System-wide Takt time/ Cycle time analysis
- How to optimize the stages of inventory specialization
- How distributed pull systems synchronize the elements of the system
- How to determine Sprint Capacity requirements
- The "Bullwhip Effect" and how to manage it
- Supplier relations/ partnerships
- How to measure and manage total system performance
- System Kaizen
- How these tools can be put into basic practice immediately and further built upon as skills evolve
- Methodology for linking the entire network together as an optimized enterprise
- How the Lean Supply Chain empowers any organization during their Lean journey

The Lean Management System- Total Productive Maintenance

LMS 500-014	IN-PERSON	1 (8-HOUR) DAY	\$3,500/COURSE
LMS 400-014	ON-LINE	2 (4-HOUR) DAYS	\$450/PERSON

Course Overview: Total Productive Maintenance (TPM) is productive maintenance with total participation, implying that everyone in every level of the organization is involved in learning and applying improvement activities. It is an approach used to maximize utilization of process resources, focusing primarily on the effectiveness of a plant's equipment in the areas of uptime, speed, and quality. TPM is driven by "0" loss vision with its focus prioritized by cost of the identified losses. TPM methodology is used therefore to identify, quantify, analyze, and eliminate production losses, with a focus on utilizing the experience and talent of operators, maintenance technicians, engineering and leadership working as a team. TPM goes beyond simply restoring and repairing the equipment. It includes sustaining improved processes and continuous improvement, making the equipment efficient and easy to use properly, producing high-quality products. Thorough knowledge of the process, equipment, and problem solving creates a culture of ownership, pride, and autonomy of those involved in the setup, operation, and maintenance of the equipment on a daily basis.

This course examines the concepts behind TPM, its history, methodology and objectives and how it can be applicable and customized to specific organizations. It dives deeply into four (4) of the eight (8) pillars of the TPM process.

Course Objectives: Students will learn

- The concepts behind TPM and how TPM fits into the Lean Management System
- TPM implementation purpose, techniques and objectives
- How to deploy TPM within an organization
- Overview of the eight (8) pillars of the TPM process with focus on the main four (4):
 - ✓ Autonomous Maintenance
 - ✓ Focused Improvement
 - ✓ Planned Maintenance
 - ✓ Training and Education
- How to calculate overall equipment effectiveness (OEE)
- Overview of production losses with focus on machine losses
- How to identify and prioritize improvement projects with or without loss data
- How to choose the best problem-solving tool for specific losses
- "Learn to see" abnormalities and how to eliminate them
- How common targets have operators and maintenance working closely together
- How to restore equipment condition and prevent its deterioration
- How to reduce breakdowns and shift from reactive to preventive maintenance
- Why Standard Work is important
- How to track improvements and know if TPM is working in your organization through assessments, KPIs, and daily Visual Management

*The Lean Management System- **Lean Leadership Behaviors I***

LMS 500-015	IN-PERSON	1 (8-HOUR) DAY	\$3,500/COURSE
LMS 400-015	ON-LINE	2 (4-HOUR) DAYS	\$450/PERSON

Course Overview: The true mark of a successful Lean transformation is a profound organization-wide problem-solving capability. This is demonstrated by the liberal use of daily Kaizen, often voluntary in nature, and a freedom to do this effectively without relying on specialists or consultants. Transforming an organization in such a way involves a culture change within the organization, including changes in how leaders lead. Leaders must learn how to provide effective coaching to their teams, by asking questions and ultimately developing the root-cause problem solving skills of everyone in the organization. Creating this cultural shift to daily problem solving is necessary to sustain and advance an organization's operational improvements. To make this shift, every leader must change their behavior, but not haphazardly or impulsively. Just as workers have standardized work for their value-adding activities, leaders need predictable, repeatable standard activities that continually build people's 'problem-solving' muscle and move them ever closer to daily continuous improvement.

This is the first in a series of three (3) modules on Lean Leadership Behavior. Lean Leadership Behaviors I focuses on building and reinforcing Leader Standard Work and introducing Lean Leadership Behaviors within the context of a Lean Management System. The course also introduces basic problem-solving capabilities.

Course Objectives: Students will learn

- The six (6) principles of a Lean culture
- How Leader Standard Work & Behaviors fits into the context of a Lean Management System
- Basic Lean Leadership Behavior principles and tools
- What standards are and how they are applied in daily management
- How to reinforce and adhere to Leader Standard Work
- The basics of a Lean Operating System, including
 - ✓ Gemba Walks
 - ✓ Reflection Meetings
 - ✓ One-on-one meeting
 - ✓ Andon Response
- Basic problem-solving methodologies

*The Lean Management System- **Lean Leadership Behaviors II***

<i>LMS 500-016</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-016</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: The true mark of a successful Lean transformation is a profound organization-wide problem-solving capability. This is demonstrated by the liberal use of daily Kaizen, often voluntary in nature, and a freedom to do this effectively without relying on specialists or consultants. Transforming an organization in such a way involves a culture change within the organization, including changes in how leaders lead. Leaders must learn how to provide effective coaching to their teams, by asking questions and ultimately developing the root-cause problem solving skills of everyone in the organization. Creating this cultural shift to daily problem solving is necessary to sustain and advance an organization's operational improvements. To make this shift, every leader must change their behavior, but not haphazardly or impulsively. Just as workers have standardized work for their value-adding activities, leaders need predictable, repeatable standard activities that continually build people's 'problem-solving' muscle and move them ever closer to daily continuous improvement.

This is the second in a series of three (3) modules on Lean Leadership Behavior. Lean Leadership Behaviors II focuses on developing the ability to recognize abnormalities as well as the ability to develop effective communication skills. Lean Leadership Behaviors I is a prerequisite for this course.

Course Objectives: Students will learn

- The GROW coaching model- Goal, Reality, Options, Way Forward- for effective coaching and purposeful conversations
- The basic principle of the Plan, Do, Check, Act (PDCA) cycle
- Proficiency in problem-solving capability

*The Lean Management System- **Lean Leadership Behaviors III***

<i>LMS 500-017</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-017</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: The true mark of a successful Lean transformation is a profound organization-wide problem-solving capability. This is demonstrated by the liberal use of daily Kaizen, often voluntary in nature, and a freedom to do this effectively without relying on specialists or consultants. Transforming an organization in such a way involves a culture change within the organization, including changes in how leaders lead. Leaders must learn how to provide effective coaching to their teams, by asking questions and ultimately developing the root-cause problem solving skills of everyone in the organization. Creating this cultural shift to daily problem solving is necessary to sustain and advance an organization's operational improvements. To make this shift, every leader must change their behavior, but not haphazardly or impulsively. Just as workers have standardized work for their value-adding activities, leaders need predictable, repeatable standard activities that continually build people's 'problem-solving' muscle and move them ever closer to daily continuous improvement.

This is the third in a series of three (3) modules on Lean Leadership Behavior. Lean Leadership Behaviors III focuses on developing the ability to identify real problems as well as the ability to confirm that Leader Standard Work is taking root. The course examines how to become a problem-solving capability coach rather than the primary problem solver. Lean Leadership Behaviors I & II are pre-requisites for this course.

Course Objectives: Students will learn

- In-depth problem-solving techniques and principles
- The 8-Step problem solving methodology, including interactive lessons
- How problem-solving tools facilitate the Plan, Do, Check, Act cycle
- The A3 problem-solving methodology
- How to effectively work horizontally across a Value Stream to influence outside a department

The Lean Management System- Heijunka Scheduling

<i>LMS 500-018</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-018</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: As Lean organizations progress past fundamentals, Kaizen processes become capable of producing higher quality products faster and with less waste. Standard Work and Set-up Reduction enable processes to be better able to produce exactly what is needed, when it is needed, eliminating the unnecessary production of large batches and the associated cost of moving products around simply to store them. Heijunka scheduling unlocks the potential of the agile processes that Lean enables.

This course examines how Heijunka scheduling connects the planning and scheduling processes with the manufacturing process to dramatically reduce waste throughout the value stream while at the same time improving customer service. The course explores how, at its core, Heijunka scheduling goes beyond traditional load leveling to level both load and mix in small batches based on the principle of Every Part Every Interval and how this creates a commonly communicated interval of time within which every part for which there is demand can be produced.

Course Objectives: Students will learn

- Which process Kaizen directly link to agility and customer service
- How to determine current Every Part Every Interval and connect each to Takt time
- Which Kaizen will have the greatest impact on reducing these intervals
- How to connect customer pull signals with the production process to create a Value Stream that responds reflexively to customer requirements
- How to connect management time cycle, interval time cycle, and Takt time as one cohesive interval of predictable management cycles

*The Lean Management System- **Problem Solving***

LMS 500-019	IN-PERSON	1 (8-HOUR) DAY	\$3,500/COURSE
LMS 400-019	ON-LINE	2 (4-HOUR) DAYS	\$450/PERSON

Course Overview: Sustaining a Lean transformation requires continuous problem solving in a team-based collaborative environment. Good problem-solving skills are generally not intuitive; they require training. Understanding what should be happening versus what is actually happening, identifying special or common cause patterns, and determining potential causal factors as prerequisites to developing solutions is critical to effective problem solving and therefore to adaptation towards a learning organization.

This course focuses on teaching team-based collaborative problem-solving methods. The course emphasizes the use of simple and intuitive, yet highly effective, scientific problem-solving methods that are as applicable to those on the front lines as they are to managers interacting with front line workers who must speak the same problem-solving language in their leadership roles. The course also examines the supporting infrastructure and management roles/responsibilities that go along with the problem-solving skills and how they all relate to a Lean thinking culture in the context of a Lean Management System.

Course Objectives: Students will learn

- Why problem solving is a core Lean competency
- The steps in the Plan-Do-Check- Act (PDCA) process
- How and when to use different problem-solving methodologies such as Problem-Solving Flowcharts and A3
- What constitutes a fact-based problem, including
 - ✓ How to recognize and communicate a problem
 - ✓ How to identify the core problem to be solved
 - ✓ How to identify the physical or virtual environment where the problem occurs
 - ✓ How to collect factual information and characterize the problem
 - ✓ How to identify and distill potential causes
 - ✓ How to distill down to the hypothetical singular root cause
 - ✓ How to fully develop and prove out countermeasures
 - ✓ How to make improvements fully operational and permanent
 - ✓ How to sustain problem solving at all levels

*The Lean Management System- **Lean Product and Process Development***

<i>LMS 500-020</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-020</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: At the dawn of the industrial revolution, product design and process development were often tightly interwoven. Henry Ford's "Model T" was a prime example of converging design, manufacturing processes, and supply chain to create an entire enterprise. In modern times however, disciplines have become more siloed and cross functional thinking has often been compromised in the process. Lean Product and Process Development (LPPD) is a Lean methodology for reversing that trend and converging both product specifications and manufacturing processes in a manner that is effective in contemporary organizations using modern technologies.

This course provides practical methods for bringing people from various disciplines together to work in a highly focused practical manner while providing optimal solutions to solve customer facing problems and reduce waste while doing so.

Course Objectives: Students will learn

- How to develop a customer use case and associated value propositions that a new product introduction seeks to solve
- How to plan for, prepare, and execute a 3P exercise carrying out a rapid series of cross functional learning cycles
- How to establish a product line rationalization process that optimizes the utilization of corporate resources while serving the strategic customer more effectively
- How to track and monitor the introduction of the product and manage its performance to expected outcomes

*The Lean Management System- **Kaizen Events***

<i>LMS 500-021</i>	<i>IN-PERSON</i>	<i>1 (8-HOUR) DAY</i>	<i>\$3,500/COURSE</i>
<i>LMS 400-021</i>	<i>ON-LINE</i>	<i>2 (4-HOUR) DAYS</i>	<i>\$450/PERSON</i>

Course Overview: Kaizen is the continuous improvement of an entire Value Stream or an individual process to create more value with less waste. Kaizen is meant to make work easier and more interesting, to build skills and capabilities, and to lead to organizational engagement, learning, and growth. Its effectiveness is a pre-requisite for Lean transformation success.

This course examines the essential “whys” and “hows” of Kaizen event standard work and management, as well as proven means to sustain the gains. The course covers strategy, pre-event planning, execution, and follow-through.

Course Objectives: Students will learn

- The foundation and framework of Kaizen
- The Lean leader’s role in Kaizen
- How to ensure that Kaizen events are “pulled” by what matters
- How to effectively pre-plan a Kaizen event
- The Kaizen event sequence and how to apply the basic elements
- How to sustain Kaizen gains through post-event follow-through and Leader Standard Work
- How to fill out all forms necessary for pre-work & post-Kaizen needs
- How to deploy the Lean function
- The transition from system-driven Kaizen to principle-driven Kaizen

*The Lean Management System- **Lean White Belt Certification***

LMS 600-001

IN-PERSON / ON-LINE

4 Weeks

\$7,000/COURSE

Course Overview: Our Lean Certification program develops Lean capability and measures competency at four (4) levels of achievement- White, Yellow, Green, and Black Belt. Each course is structured around an understanding of The Lean Management System (LMS) and includes a combination of classroom teaching, practical experience, and personalized coaching, culminating in demonstrated competency of the concepts by the completion of a final project. Each level of completion takes the student on a deeper dive of the Lean Management System, allowing the student to think like a Lean practitioner so they can apply the learnings to their work. Progress along our Belt program is based primarily on demonstrated competencies as evident in current operations rather than resumes, theoretical dissertation, and testing. While we do give credit for prior achievement and demonstrated ability, the evaluation criteria for skipping levels is strictly based on direct observation of demonstrated achievement and testing.

The focus of the White Belt certification course is to provide a basic understanding of what constitutes an LMS and to provide the skills necessary to identify and solve basic problems.

Classroom instruction includes

- Lean Management System Overview course (1 Day)

Coaching includes

- 8 hours of coaching (roughly 2 hours/week) over 4 weeks, leading up to a final project

At the completion of the White Belt course, students will be able to speak with basic Lean knowledge and will have demonstrated the ability to analyze a basic first order problem, develop appropriate countermeasures, and implement a solution. The final project will focus on long-term solutions to a real problem at work and will be presented to the student's Leadership team as well as The Murli Group coach.

Prior knowledge of Lean concepts is not required.

Course Objectives: Students will learn and understand

- The basic concepts behind each of the six (6) elements of The Lean Management System and how these elements work together to build a culture of continuous improvement
 - ✓ True North
 - ✓ Standard Work
 - ✓ Visual Management
 - ✓ People Systems
 - ✓ Leader Standard Work & Behaviors
 - ✓ Accountability Systems
- Why problem solving is a core Lean competency
- The role of Accountability in problem solving
- The steps in the Plan-Do-Check- Act (PDCA) process
- What constitutes a fact-based problem
- How to develop and implement basic Standard Work
- The basics of participating in Kaizen events

*The Lean Management System- **Lean Yellow Belt Certification***

LMS 600-002

IN-PERSON / ON-LINE

6 MONTHS

\$36,750/COURSE

Course Overview: Our Lean Certification program develops Lean capability and measures competency at four (4) levels of achievement- White, Yellow, Green, and Black Belt. Each course is structured around an understanding of The Lean Management System (LMS) and includes a combination of classroom teaching, practical experience, and personalized coaching, culminating in demonstrated competency of the concepts by the completion of a final project. Each level of completion takes the student on a deeper dive of the Lean Management System, allowing the student to think like a Lean practitioner so they can apply the learnings to their work. Progress along our Belt program is based primarily on demonstrated competencies as evident in current operations rather than resumes, theoretical dissertation, and testing. While we do give credit for prior achievement and demonstrated ability, the evaluation criteria for skipping levels is strictly based on direct observation of demonstrated achievement and testing.

The focus of the Yellow Belt certification course is to provide students with the capabilities and methodologies for creating Lean work cells as well as the skills necessary to identify and solve more advanced and complex second and third order problems.

Classroom instruction includes

- Deep dive courses into the six (6) elements of The Lean Management System (2 Days)
 - ✓ True North
 - ✓ Standard Work
 - ✓ Visual Management
 - ✓ People Systems
 - ✓ Leader Standard Work & Behaviors
 - ✓ Accountability Systems
- Problem Solving (1 Day)
- Kaizen Events (1 Day)

Coaching includes

- 52 hours of coaching (roughly 2 hours/week) over 6 months, leading up to a final project

At the completion of the Yellow Belt course, students will have the capabilities to build an entire work cell from scratch, including takt time, Standard Work, Visual Management, and Leader Standard Work, and will be able to solve production problems through the development of these Lean work cells. The final project will focus on long-term solutions to a real problem through the implementation of a project work cell and will be presented to the student's Leadership team as well as The Murli Group coach.

Lean White Belt certification, or fully demonstrated equivalent, including strong first order problem solving skills, is a prerequisite.

Course Objectives: Students will

- Have a deep understanding of each of the six (6) elements of The Lean Management System, along with basic practical experience
- Be able to lead tactical Plan, Do, Check, Act problem solving to support process improvement
- Be able to lead development of Standard Work
- Be able to lead problem-solving teams in Kaizen events
- Be able to lead "stop and fix" Andon responses while using the data to coach problem solving
- Be able to lead Root Cause Analysis by assembling and guiding problem-solving teams
- Have the skills required to plan and execute the development of a Lean work cell, including physical layout, Standard Work, complex problem solving, and basic Leader Standard Work & Lean Leadership Behaviors at the work cell level

*The Lean Management System- **Lean Green Belt Certification***

LMS 600-003

IN-PERSON / ON-LINE

18 MONTHS

\$147,000/COURSE

Course Overview: Our Lean Certification program develops Lean capability and measures competency at four (4) levels of achievement- White, Yellow, Green, and Black Belt. Each course is structured around an understanding of The Lean Management System (LMS) and includes a combination of classroom teaching, practical experience, and personalized coaching, culminating in demonstrated competency of the concepts by the completion of a final project. Each level of completion takes the student on a deeper dive of the Lean Management System, allowing the student to think like a Lean practitioner so they can apply the learnings to their work. Progress along our Belt program is based primarily on demonstrated competencies as evident in current operations rather than resumes, theoretical dissertation, and testing. While we do give credit for prior achievement and demonstrated ability, the evaluation criteria for skipping levels is strictly based on direct observation of demonstrated achievement and testing.

The focus of the Green Belt certification course is to provide students with the skills for implementing process improvements at the Value Stream level.

Classroom instruction includes

- Value Stream Mapping (1 Day)
- Heijunka Scheduling (1 Day)
- Lean Sales, Inventory, and Operations Planning (1 Day)

Coaching includes

- 312 hours of coaching (roughly 4 hours/week) over 18 months, leading up to a final project

At the end of the Green Belt course, students will have demonstrated the ability to transform an entire Value Stream to The Lean Management System, creating an ideal physical work environment and culture of Continuous Improvement. The final project will focus on a fully executed Value Stream improvement plan and will be presented to the student's Leadership team as well as The Murli Group coach for approval granting Green Belt status.

Lean Yellow Belt certification, or fully demonstrated equivalent, including successfully developing a sustainable cellular production system is a prerequisite.

Course Objectives: Students will have the ability to

- Plan, prepare for, and lead Value Stream Mapping
- Create Standard Work and Visual Management across the Value Stream
- Lead problem-solving teams to eliminate waste based on collected data from Standard Work execution and Value Stream Mapping exercises
- Create customer driven pull systems that flow value across the entire Value Stream
- Stand up Leader Standard Work and Lean Leadership Behavior at the Value Stream level
- Flow product and information through an entire Value Stream in pace with customer requirements
- Establish the continuous improvement of a Value Stream through annual planning cycles
- Develop Line of Site metrics to connect multiple Value Streams together with overall, common objectives
- Apply learnings throughout multiple levels across the organization

*LMS 600-004**IN-PERSON / ON-LINE**24 MONTHS**\$196,000/COURSE*

Course Overview: Our Lean Certification program develops Lean capability and measures competency at four (4) levels of achievement- White, Yellow, Green, and Black Belt. Each course is structured around an understanding of The Lean Management System (LMS) and includes a combination of classroom teaching, practical experience, and personalized coaching, culminating in demonstrated competency of the concepts by the completion of a final project. Each level of completion takes the student on a deeper dive of the Lean Management System, allowing the student to think like a Lean practitioner so they can apply the learnings to their work. Progress along our Belt program is based primarily on demonstrated competencies as evident in current operations rather than resumes, theoretical dissertation, and testing. While we do give credit for prior achievement and demonstrated ability, the evaluation criteria for skipping levels is strictly based on direct observation of demonstrated achievement and testing.

The Black Belt certification course focuses around achieving a significant enterprise-wide Lean Transformation.

Classroom instruction includes

- Lean Transformation Planning (1 Day)
- Strategy Deployment (1 Day)
- Lean Supply Chain (1 Day)
- Lean Product and Process Development (1 Day)

Coaching includes

- 416 hours of coaching (roughly 4 hours/week) over 24 months, leading up to a final project

At the end of the Black Belt course, students will have demonstrated the ability to develop, plan, and carry out the transformation of a complex organization that includes multiple Value Streams. The final project is a transformed organization that illustrates students' ability to put in place a sustainable Lean Management System enterprise-wide while creating a culture of continuous improvement.

Lean Green Belt certification, or fully demonstrated equivalent, including successfully developing a sustainable Lean Value Stream, is a prerequisite.

Course Objectives: Students will have the ability to

- Facilitate Enterprise-wide discussion and consolidation in developing and articulating organizational True North
- Connect company strategy with an Enterprise-wide Lean transformation effort
- Develop Leader Standard Work and Behaviors to support process adherence and alignment as well as the ability to develop performance evaluation criteria and methodology
- Evaluate and develop People Systems that align and support the enterprise True North and a continuous improvement culture
- Demonstrate improved macro level business performance improvements through adoption of The Lean Management System
- Plan, prepare, and execute Enterprise-level Value Stream Mapping including Customer Experience (CX) mapping
- Plan for, execute, and manage a complex transformation across an organization consisting of multiple Value Streams

Supplemental Pricing - Pricing for Optional Products and Services

- Consulting Services from Senior Lean Coach or Principal - \$3,500/day
- The Lean Management System, by Joe Murli - \$35/book
- 7 – hour video of The Lean Management System, includes a copy of the book - \$95/seat

Additional Pricing Information

When taught within a specific organization, our live, on-line courses are capped at \$3,600 per class (which is equivalent to 8 students paying full price). Additional students up to the maximum class size of 25 are not charged. This does not include the Belt Certification (600-001, 600-002, 600-003, and 600-004) courses.

To the extent permitted, customer may also order courses off of applicable General Service Administration (GSA) contract - 47QRAA20D005R.

Future Course List and Prices

This Exhibit reflects Vendor's offer to Citizens on or about December 1, 2020. Vendor may add/delete/modify the names and content of its course offerings relating to Lean, Agile and Continuous Improvement training from time to time. These changes may be made by email to Citizens' Contract Manager and may include a link to Vendor's website.

Vendor may also adjust prices for its course offerings from time to time. However, due to Citizens' procurement statutes, the price to Citizens may not exceed the price listed in this Exhibit A. For a course that has been added or modified over time, the price to Citizens will not exceed the price for the most comparable course listed in this Exhibit A.

The parties will work together in good faith to ensure that future price adjustments stay within the parameters set forth above. If the price parameters can no longer be met, Vendor may withdraw the course offering for Citizens or the parties may pursue a formal amendment to the Agreement.

EXHIBIT B – TASK ORDER TEMPLATE**TASK ORDER NO. X TO THE LEAN, AGILE, AND CONTINUOUS IMPROVEMENT TRAINING SERVICES AGREEMENT WITH THE MURLI GROUP, LLC**

THIS TASK ORDER (the “Task Order”) is between Citizens Property Insurance Corporation (“**Citizens**”), and The Murli Group, LLC (“**Vendor**”) Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

The Parties agree to the following:

MASTER AGREEMENT: This Task Order is directly related and subject to the Lean, Agile, and Continuous Improvement Training Services Agreement No. 21-20-0017-13 between the Parties (the “Master Agreement”).

SCOPE OF WORK: Pursuant to Section 3.2 of the Master Agreement, Vendor will provide the following Services:

Course Description (vendor may attach their statement of work that provides this information)	Course Name: Date: Time: Delivery Method: Location: Number of Students: Trainer: Certifications:		
Training Coordinator	Jacquelynn Britts Citizens Property Insurance Corporation 301 W Bay Street, Suite 1300 Jacksonville, Florida 32202 904-407-0456 jaci.britts@citizensfla.com		
Vendor Contact			
Additional Details and Deliverables	Deliverable	Description	Due Date
	Training material provided to Training Coordinator	Either electronic or hard copy of training materials provided to training coordinator.	Within three (3) business days of confirmed scheduling.
	Student guide	Either electronic or hard copy of primary concepts provided to student(s).	Prior to or on first day of training.
	Exam	License key or notification to access and take certification exam, if applicable.	Prior to course completion.
	System Access	Access to course platform or application needs to be provided in advance of training, if applicable.	Three (3) business days prior to first day of training.

Total Cost	
Payment Terms	Vendor will be paid in accordance with Section 6 of the Agreement.

EXECUTED on the dates set forth below by the undersigned authorized representatives of the Parties to be effective as of the date of the last signature set forth below.

**CITIZENS PROPERTY
INSURANCE CORPORATION:**

The Murli Group, LLC:

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

TITLE:

TITLE:

DATE:

DATE:

DRAFT

ADDENDUM 1
PUBLIC RECORDS ADDENDUM (“ADDENDUM”)

Company Name (“Vendor”): The Murli Group, LLC
Agreement Name/Number (“Agreement”): 21-20-0017-13 Lean, Agile, and Continuous Improvement Training Services Agreement
Primary Vendor Contact Name: Jodi Richmond
Telephone: 860-245-5006
Email: jodi.richmond@themurli.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.

<u>Vendor Declaration:</u>
<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.