



Legal Department
2101 Maryland Circle
Tallahassee, FL 32303

Legal Services Agreement

This Agreement establishes the terms and conditions of the agreement for legal services by and between Citizens Property Insurance Corporation (“**Citizens**”), and <Firm> (“**Firm**”).

1. **Scope of Engagement, (the “Services”):** The scope of Firm’s engagement is to provide legal services related to the Practice Area(s) as set forth below and in any other written communication by Citizens authorizing Firm to perform hereunder.

Practice Areas(s) for which Firm is authorized to provide legal services on behalf of Citizens:

To be determined.

2. **Fees and expenses:**

- i. **Rates for Service.** Citizens hereby approves the hourly legal billing rates specified in **Exhibit A, Roster**. Any changes in the Roster must be pre-approved by Citizens in writing.
- ii. **Rate Changes.** Pricing is fixed until February 1, 2024. Thereafter, Firm may request an increase to hourly rates to account for changes in the market prices for legal services. Any increase is subject to Citizens’ approval at Citizens’ sole discretion, and must be evidenced by a formal amendment to this Agreement. Price adjustments shall not be applied retroactively. Citizens reserves the right, as a cost containment measure, to negotiate a fixed fee or reduced rates for any particular assignment.
- iii. **Reimbursement of Travel Expenses.** To the extent Citizens agrees to reimburse Firm’s pre-approved expenses for travel, Firm agrees to comply with the travel reimbursement provisions set forth in Citizens’ Vendor Travel Reimbursement Guidelines, as currently in effect and amended in the future. Citizens’ current Vendor Travel Reimbursement Guidelines and associated forms are attached as Appendix I to **Exhibit B, Citizens’ Outside Counsel Guidelines for Non-Claims Matters** (as amended from time to time). Firm shall be solely responsible for reimbursing all attorneys or paralegals performing Services under this Agreement for their travel expenses.

3. **Term:** This Agreement is effective on February 1, 2023, (the “Effective Date”), and will continue for three (3) years. The Agreement may be renewed by Citizens for one (1), three (3) year renewal period upon prior written notice to Firm.

4. **State Government Entity:** Firm acknowledges that Citizens is established pursuant to its enabling statute, F.S. 627.351(6), and subject to certain, but not all, laws applicable to state government entities.

- i. **Code of Ethics:** Firm acknowledges and agrees to the following ethical restrictions:
 - a. Firm will not give a gift to a Citizens employee or member of Citizens’ Board of Governors;

- b. Firm will not accept a gift from a Citizens policyholder that is, or could be interpreted to be intended to influence Firm's handling of their claim or could be interpreted as an expression of gratitude for such an act;
- c. Firm will not have a relationship with a Citizens employee or Board member that qualifies as a conflict of interest unless an exception is granted; and,
- d. Firm will promptly contact Citizens' Ethics and Compliance Officer if an exception or interpretation is needed. An exception granted by Citizens must be confirmed in writing.

ii. Public Records: Firm acknowledges that Citizens is subject to Chapter 119, Florida Statutes, public record requests ("PRR"); therefore, any information provided to Citizens may fall within the disclosure requirements of Chapter 119, Florida Statutes. Firm must clearly label and mark each page or section of information provided to Citizens in connection with this Agreement that it considers trade secret, or otherwise confidential or exempt from Chapter 119, and s. 24(a), Art. I., State Const. ("Firm's Confidential Information").

If Citizens receives a PRR or request from any regulatory or legislative entity regarding Firm's Confidential Information it shall promptly notify Firm in writing, or electronically. The parties agree (to the extent permitted by law) that Citizens shall not produce Firm's Confidential Information unless authorized by Firm, or by order of a Court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Firm's Confidential Information, the parties agree that Citizens is authorized to deliver Firm's Confidential Information to the Court or other legal tribunal for disposition. If Firm continues to assert in good faith that Firm's Confidential Information is confidential or exempt from disclosure or production pursuant to Chapter 119, Florida Statutes, then Firm 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 Firm's position. Firm also agrees to indemnify and hold harmless Citizens for any award, damages, fines, fees, penalties or impositions of whatsoever nature or kind and all costs and fees, including attorney's fees, incurred by Citizens in connection with this section.

If Firm receives a PRR that is in any way related to this Agreement, Firm agrees to immediately notify Citizens' Record Custodian and forward the PRR to Citizens' Record 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. Firm is not authorized to unilaterally respond to a PRR without express written direction from Citizens.

As described in **Citizens' Outside Counsel Guidelines for Non-Claims Matters**, attached as **Exhibit B**, various exemptions to the Public Records Laws may apply for legal files. Firm therefore agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

One important exemption to the Public Records Laws for Citizens is found in Section 627.351(6)(x), Florida Statutes. This statute includes an exemption for all "matters reasonably encompassed in privileged attorney-client communications." This exemption continues through and after conclusion of matter.

In sum, certain documents generated by the Firm in its representation of Citizens may be subject to disclosure under public records laws, with others protected under applicable statutory exemptions and confidentiality requirements. The Firm shall work with Citizens to comply with all applicable record retention laws and Citizens' policies.

- iii. **Right to Review Firm's Records:** Citizens' enabling statute establishes the Office of the Internal Auditor ("OIA"). Through its OIA, Citizens has the right to review any of Firm's business books, works, or documents specifically related to work performed on behalf of Citizens under this Agreement ("**Firm's Records**"), in case of an audit or investigation. Citizens shall provide to Firm reasonable written notice of at least three (3) business days. Firm shall not unreasonably delay or inhibit Citizens' right to review as set forth in this Agreement.

Citizens' right to review Firm's Records includes the right to review of all documents relating to Firm's charges for Services and disbursements pertaining to any legal services performed by Firm on behalf of Citizens.

Citizens' right to review Firm's Records shall be exercised in a manner consistent with Firm's ethical obligations and the attorney-client or work product protection associated with the file.

Firm agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Firm's compliance with this Agreement which results 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; and expert witness and documentary fees. Firm shall not be responsible for any costs of investigations that do not result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement.

- iv. **Immunity:** Except for breach of contract claims under this Agreement, nothing in this Agreement shall be deemed to waive Citizens' immunity as set forth in its enabling statute and as otherwise provided by law.

5. **Guidelines for Legal Services:** Firm agrees to and shall be subject to the terms set forth in **Exhibit B, Citizens' Outside Counsel Guidelines for Non-Claims Matters**, and all subsequent amendments thereto received by Firm. Citizens, at its sole discretion, reserves the right to amend these guidelines at any time during the term of the Agreement. Such amendments to the guidelines do not require a formal amendment to this Agreement. If Firm does not agree with such amendments, it must promptly notify Citizens and exercise its right to terminate this Agreement as provided herein.

Failure to adhere to the terms of this Agreement, including the terms set forth in Exhibit B (as amended from time to time), may result in the withholding of payments due to Firm under this Agreement.

6. **Assignment / Subcontracting:** Firm may not assign or subcontract its rights or obligations without first obtaining the written permission of Citizens.
7. **Retention of Firm's Records:** Firm shall retain Firm's Records for the longer of (a) records retention requirements imposed on attorneys by the Florida Bar or other applicable law, (b) three (3) years after the expiration of this Agreement or (c) the period required by the General Records

Schedules maintained by Citizens Retention Policy. Citizens' Record Management Policy can be found at www.citizensfla.com/about/purchasing-policies.cfm.

8. **Security and Confidentiality:** Firm acknowledges and agrees that certain information disclosed by Citizens to Firm in the course of this Agreement is confidential and exempt from Florida Public Record laws contained in Chapter 119, Florida Statutes, and may contain other proprietary or trade secret information.

Firm acknowledges and agrees that all information disclosed by Citizens to Firm in the course of this Agreement is considered confidential ("Citizens Confidential Information"). Accordingly, Firm shall strictly adhere to all security and confidentiality provisions in this Agreement. These requirements apply to all information assets, including, but not limited to paper, electronic and film data. The term "Citizens Confidential Information" does not include any information that: (a) is publicly available through no fault of Firm; or (b) Firm developed independently without relying in any way on Citizens Confidential Information. The privacy and data security requirements in this Section are in addition to those set forth in any applicable state or federal law.

- i. **General Requirements:** Firm shall, and cause those providing Services for Firm under the Agreement to, implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to any customer of Citizens
- ii. **Use of Citizens' Systems:** Where Firm, or those providing Services for Firm under the Agreement, have access to Citizens' system or any other Citizens' systems or technology provided by or through Citizens, in addition to the other safeguards required by this Section, Firm and its resources shall not share user identifications and / or passwords with any other individual.
- iii. **Data Encryption:** Firm and those providing Services for Firm under the Agreement, will encrypt all electronic data and communications containing Citizens Confidential Information using a strong cryptographic protocol that is consistent with industry standards.
- iv. **Data Storage:** Except as permitted in writing by Citizens' Contract Manager or designee, Firm and those providing Services for Firm under the Agreement shall not store Citizens Confidential Information on portable external storage devices or media (such as "thumb drives, compact disks, or portable disk drives).
- v. **Data Export:** Except as permitted in writing by Citizens' Contract Manager or designee, Firm and those providing Services for Firm under the Agreement are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Confidential Information outside of the United States.
- vi. **Security of Vendor Facilities:** The facilities for the Firm, and those providing Services for Firm under the Agreement, in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner.

- vii. **Printed Materials:** Firm and those providing Services for Firm under the Agreement shall not make copies of Citizens Confidential Information unless there is a business need. The disposal of such printed materials must be conducted in a manner that renders the information inaccessible to others (use of a reputable third party shredding company is permissible).
- viii. **Authority to Disclose Confidential Information to Others:** Firm acknowledges and agrees that any Citizens Confidential Information disclosed to or acquired by Firm is disclosed and/or acquired solely for the purposes of facilitating the provision of legal services. Firm shall restrict access to this Citizens Confidential Information to those persons who will actually assist in the provision of legal services. Firm shall be solely responsible for informing any individual or entity with access to Citizens Confidential Information of the provisions of this Section and shall be responsible for any acts of those individuals and entities that violate such provisions.
- ix. **Unauthorized Disclosure:** Firm will notify Citizens as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes, if Firm maintains computerized data that includes personal information, as defined in such statute, on behalf of Citizens, Firm shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) business days following the determination of the breach of security or reason to believe the breach occurred.
- x. **Notification of Anticipatory Breach:** Firm agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately inform Citizens in writing of such inability and such inability on Firm's part will serve as justification for Citizens' termination of this Contract, at Citizens' sole election, at any time after the inability becomes known to Citizens.
- xi. **Remedies:** Firm acknowledges that breach of Firms' obligation of confidentiality may give rise to irreparable injury to Citizens and the customers of Citizens, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section, in addition to any other legal remedies which may be available, to include, at the sole election of Citizens, the immediate termination, without penalty to Citizens, of this Agreement in whole or in part.
9. **Indemnification:** Firm shall be fully liable for the actions of its agents, employees, partners, or subcontractors, and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the negligent acts or omissions or willful misconduct of Firm, its agents, employees, partners, or subcontractors, provided, however, that Firm shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Citizens.
- Further, Firm shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees from any suits, actions, damages, and costs of

every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

Firm's obligations under the preceding two paragraphs of this section with respect to any legal action are contingent upon Citizens giving Firm (a) written notice of any action or threatened action, (b) the opportunity to take over and settle or defend any such action at Firm's sole expense, and (c) assistance in defending the action at Firm's sole expense. Firm shall not be liable for any cost, expense, or compromise incurred or made by Citizens in any legal action without Firm's prior written consent, which shall not be unreasonably withheld.

10. **Professional Liability Insurance:** Firm shall maintain in effect, at its sole expense, professional liability insurance with an aggregate limit of no less than \$1,000,000. Firm shall provide Citizens' Contract Manager or designee with proof of such coverage within ten (10) business days subsequent to the Effective Date of this Agreement, and annually thereafter.
11. **Compliance with Law:** Firm will comply with all applicable laws, ordinances, rules, and regulations governing Firm's duties or responsibilities under this Agreement. Firm is responsible for assuring that all persons who perform Services for Citizens under this Agreement are properly licensed and are in compliance with all applicable laws governing their conduct.
12. **Professional Code:** Firm shall ensure that its personnel providing Services under this Agreement comply with applicable standards of ethics and rules of professional responsibility, including the Florida Rules of Professional Conduct promulgated by the Florida Supreme Court for attorneys practicing in Florida. Such standards include rules related to conflicts of interest and confidentiality that are intended to protect Citizens and Citizens information.
13. **Modification of Terms:** This Agreement may only be modified or amended upon mutual written agreement of Citizens and Firm. No oral agreements or representations shall be valid or binding upon Citizens or Firm.
14. **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.
15. **Jurisdiction and Venue:** 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 State courts sitting in Tallahassee, 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.
16. **Termination:**
 - i. Citizens may cancel or terminate this Agreement at any time upon advance written notice to Firm. After receiving such notice, Firm will cease to render Services to Citizens as soon as allowed by applicable law and ethical and/or court rules, which may include court approval of withdrawal from litigation.
 - ii. Firm reserves the right to withdraw from its representation if, among other things, Citizens should fail to honor the terms of its engagement, fail to cooperate or follow Firm's advice on a matter Firm considers material, or if any circumstance arises that would in Firm's view render Firm's continuing representation unlawful, unethical, or undesirable.

- iii. If Firm elects to withdraw, and in the event of any other termination, Citizens will take all steps necessary to relieve Firm of any obligation to perform further, including the retention of substitute counsel.
 - iv. A termination of Firm's Services will not affect Citizens' responsibility for payment for Services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to Citizens or to other counsel.
17. **Dispute Resolution:** Firm acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedures Act, chapter 120 of the Florida Statutes. Prior to commencing any litigation relating to the terms of this Agreement the parties agree that they will attempt to resolve any dispute through non-binding mediation. The parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each party shall in good faith attempt to resolve the disagreement and exhaust all applicable administrative remedies prior to the filing of a lawsuit or commencing a legal action.
18. **Warranty of Authority:** Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.
19. **Warranty of Ability to Perform:** Each party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the party's ability to satisfy its contract obligations.
20. **Force Majeure:** A party shall not be responsible for delays in performing under this Agreement to the extent (a) the delay was not caused by the negligence of that party or its employees or agents, and (b) the delay is due directly to acts of God, wars, acts of public enemies, fires, floods, or other similar cause wholly beyond the party's control. Each party must promptly advise the other in writing of any such delay or potential delay and describe the cause thereof. No claim for damages, other than for an extension of time, may be asserted by a party affected by such delays.
21. **Contract Administrator:** Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. As of the Effective Date, the Contract Administrator is:
- Lori Newman, Vendor Management and Purchasing
301 West Bay Street, Suite 1300
Jacksonville, FL 32202
904-407-0225
lori.newman@citizensfla.com
- Citizens shall provide written notice to Firm of any changes to the Contract Administrator; provided, such changes shall not be deemed contract amendments.
22. **Continuing Oversight Team:** If a Continuing Oversight Team ("COST") is established in accordance with s. 287.057(26), F.S., Firm's Contract Manager will attend the initial meeting of the COST (in person or remotely) and will respond to any written questions from the COST within ten (10) business days.
23. **Contract Managers:** Each party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Agreement. The Citizens' Contract Manager may designate

other authorized individuals to participate in overseeing the Firm's performance hereunder. As of the Effective Date, Citizens' and Firm's Contract Managers are as follows:

Citizens' Contract Manager

Althea Gaines
2101 Maryland Circle
Tallahassee FL 32303
(850) 513-3992
Althea.Gaines@citizensfla.com

Firm's Contract Manager

Name/Title _____
Address _____
Phone _____
Email _____

Citizens and Firm shall provide written notice to Citizens of any changes to the Contract Manager; provided, such changes shall not be deemed contract amendments.

- 24. Execution in Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 25. 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.
- 26. Inconsistencies:** This Agreement controls, to the extent of any inconsistencies with an engagement letter agreement or other legal services agreement.
- 27. Notice of Material Adverse Change:** Firm agrees to notify Citizens in writing of any "Material Adverse Change" to Firm within ten (10) business days of said change. A "Material Adverse Change" means: (a) a change in the business operations or financial condition of Firm which negatively impacts its capacity to meet its professional or financial obligations; (b) any material impairment of human or material resources necessary to perform Services under this Agreement; or (c) any occurrence or event relating to Firm or senior level attorney that adversely reflects on Firm's reputation or standing in the community.

A Material Adverse Change includes, but is not limited to: (a) the filing by Firm of a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors to take advantage of any bankruptcy, insolvency, readjustment of debt; (b) the departure from Firm of a senior level attorney who oversees Citizens assignments and provides a substantial amount of the Services rendered to Citizens; (c) a senior level attorney receiving an adjudication of guilt by a court of competent jurisdiction of any crime that is a felony or a misdemeanor involving moral turpitude under any state or federal law; (d) a senior level attorney receiving disciplinary measures pursuant to Rules Regulating the Florida Bar, including admonishment, probation, public reprimand, suspension, or disbarment, or the filing by a senior level attorney for disciplinary revocation.

As a result of a Material Adverse Change, and pursuant to provisions in this Agreement, Citizens may exercise its right to terminate or suspend specific assignments, all assignments, or this Agreement in its entirety.

If Firm is dissolved during the term of this Agreement, Firm shall notify Citizens' Contract Manager at least thirty (30) business days prior to dissolution. At its sole discretion, Citizens reserves the right to (a) withhold written permission to assign this Agreement to any successor firm(s) and (b) determine whether any successor firm(s) will retain pending assignments.

- 28. Public Records Addendum ("Addendum"):** Vendor agrees that the Addendum attached hereto is hereby incorporated into this Agreement to address the public posting of this Agreement and its disclosure to third parties.

Signature Page Follows

ACCEPTED AND AGREED:

On behalf of **Citizens Property Insurance Corporation**, by:

Signature

Print Name

Title

Date

On behalf of **<Firm>**, by:

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

ADDENDUM 1
PUBLIC RECORDS ADDENDUM ("ADDENDUM")

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

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

If Firm asserts that any portion of the Agreement is exempt from disclosure under Florida public records laws, (the "Redacted Information"), such as information that Firm considers a protected "trade secret" per Section 815.045, Florida Statutes, then Firm 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 Firm's letterhead in PDF format clearly identifying the legal basis for Firm's redaction of the Redacted Information (the "Redaction Justification").**

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