



## AGREEMENT FOR SINKHOLE ENGINEERING 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 SDII GLOBAL CORPORATION ("**Vendor**") having its principal place of business at 4509 George Road, Tampa, Florida 33634. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

### Recitals

On June 18, 2020, Citizens issued a Request for Proposal No. 20-2001 for Sinkhole Engineering 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. "Additional Services" means Services other than those specifically mentioned in this Agreement.
  - 1.2. "CAIS" means Citizens' Credentialing Administration Information System which is a secure system used to update and maintain Vendor credentialing information.
  - 1.3. "Citizens Confidential Information" means any and all information and documentation of Citizens that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by Citizens; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by Citizens and marked "confidential" or with words of similar meaning; (c) should reasonably be recognized as confidential information of Citizens; (d) protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); or, (e) whether marked "Confidential" or not, consists of Citizens' information and documentation related to any Citizens manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. "Citizens Confidential Information" does not include any information or

documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.

- 1.4. "Citizens Contract Manager" means the Citizens' designee who is responsible for issuing and approving Work Assignments and administrating daily functions of the Agreement for Citizens.
- 1.5. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.6. "Effective Date" means the date on which the last Party executes this Agreement.
- 1.7. "Expert Services" means general consultative services of a Vendor, which may include reports, issuing opinions or providing testimony at depositions or trial, on any findings, recommendations, conclusions or other pertinent information.
- 1.8. "Grout" means a mixture used to stabilize subsurface material and to treat unstable soil conditions. Grouting is the process of utilizing Grout as part of performing the Services and may include the use of chemical grouting or compaction grouting, shallow slurry grouting, a combination of these or any other acceptable grouting technique defined by the Sinkhole Engineering Report.
- 1.9. "Peer Review" means an evaluation process completed by a Vendor to review competing discrepancies that the insured has identified in Citizens' Sinkhole Engineer Report or any other report, as further specified in this Agreement.
- 1.10. "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.
- 1.11. "Sinkhole Engineer Report" means a detailed narrative report submitted to Citizens by Vendor, which meets all the requirements detailed in this Agreement, including but not limited to: that it summarizes all investigative material, findings, recommendations for remediation and any other pertinent information related to the evaluation of possible sinkhole loss on the property.
- 1.12. "Sinkhole Engineering Services" means all of the professional engineering or professional geologist services specified in this Agreement.
- 1.13. "Sinkhole Loss Testing and Evaluation Services" means the engineering and/or geological services required for determination of structural damage, sinkhole activity as the cause of structural damage, and/or sinkhole loss as outlined in Florida Statute 627.7072.
- 1.14. "Stabilization Monitoring Services" means the claims sinkhole services performed by Vendor that has been retained to monitor the stabilization project while in progress. The services shall include a technician to record and document all boring drill depths, grout takes and other specific information regarding the project.
- 1.15. "Subcontractor" means a legal entity that Vendor intends to use for any part of Vendor's performance obligations, duties or Services to be performed. The term "Subcontractor" does not include persons or entities who perform incidental non-professional services and do not receive Citizens Confidential Information. (Ex. truck drivers and landscapers).

- 1.16. "Training Services" means Vendor provided courses for Citizens staff for the purpose of license related continuing education.
- 1.17. "Vendor Staff" means any of Vendor's employees, agents, subcontractors, or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information.
- 1.18. "Work Assignment" means notification to Vendor, by Citizens, to perform Services.
- 1.19. "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), two (2) year renewal period either: (a) by Citizens, at its discretion upon twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewals shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any amendments signed by the Parties.

## **3. Services; Service Requirements.**

- 3.1. Description. Vendor is required to perform only the specifically defined Service in a Work Assignment. All Work Assignments shall include the respective Deliverables as defined in this Agreement. All Services will conform to applicable state laws respecting sinkhole claims. Should Citizens need to engage Vendor to perform Services, Citizens Contract Manager will issue a Work Assignment which details the Services to be performed.
- 3.2. Work Assignments. Work Assignments will be electronically sent to Vendor at the sole discretion of Citizens through CAIS. Under certain circumstances, Citizens may, at its discretion, use an alternative Work Assignment notification method. In the event Citizens determines that additional Services are needed beyond the initial Work Assignment, Vendor shall timely respond to and complete any Work Assignments as requested by Citizens including making corrections to previously assigned/completed work. Citizens reserves the right to provide additional Work Assignment guidelines and/or modify any existing Work Assignment requirements in order to satisfy legislative, regulatory, or insurance policy changes as well as any other reasonable cause. Vendor acknowledges that acceptance of Work Assignments, and all updates, documents, and invoices related to the Work Assignment must be submitted through CAIS. Work Assignments will consist of one or more of the following:
  - 3.2.1. Sinkhole Loss Testing and Evaluation Services.
  - 3.2.2. Stabilization Monitoring Services.
  - 3.2.3. Expert Services as required by Citizens.
  - 3.2.4. Additional Services not specifically set forth above. A Work Assignment for

Additional Services should include:

- a. a detailed description of the Additional Services;
  - b. a schedule for commencing the Additional Services;
  - c. if applicable, Citizens' fee schedule for the Additional Services;
  - d. a list of any additional Deliverables that are the result of the Additional Services; and,
  - e. any other information related to the Additional Services as the parties deem necessary.
- 3.3. Soil Sample Retention. Vendor shall retain all soil samples and related data at a site agreed upon by the Parties. Unless otherwise agreed to by the Parties, all soil samples and data shall be stored by Vendor for a minimum of six (6) years from the completion of the Work Assignment.
- 3.4. Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. If Vendor knows or learns of circumstances indicating that a Vendor Staff member (i) lacks the proper training or qualifications to perform the Services; or, (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens determines that a Vendor Staff member is unsuitable for his/her role under this Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, credentialing, licensure, veracity, or conduct, Citizens has the right to disallow that person from performing in such role and to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens. Without limiting the foregoing, Vendor agrees to the Vendor Staff classifications with the minimum qualifications as set forth in Exhibit A, Compensation Schedule.
- 3.5. Vendor Staff Minimum Requirements. Vendor must have a licensed Structural Professional Engineer and licensed Geotechnical Professional Engineer on staff full-time with at least five (5) years sinkhole loss testing and evaluation experience. This requirement may be satisfied by one (1) licensed individual with credentials in both disciplines. Licenses must be verifiable through Florida Department of Business and Professional Regulation. In addition, Vendor must be able to meet all statutory requirements related to Services, specifically F.S. 627.7072.
- 3.6. Vendor Staff Classifications and Requirements. Payment for certain Services will be based on the classification of the Vendor Staff performing the work (see Exhibit A, Compensation Schedule). All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.

This Section specifies minimum qualifications required for each classification of Vendor Staff. Citizens may utilize any classification of Vendor Staff in any role based on the needs of Citizens in the performance of Sinkhole Engineering Services. Prior to submission to Citizens, Vendor will confirm all Vendor Staff meet or exceed the minimum requirements for the requested classification. At Citizens' request, Vendor shall furnish a copy of all technical certifications or other proof of qualification. Any alternatives or substitutions to approved Vendor Staff will require prior written approval by Citizens Contract Manager or designee.

- 3.6.1. Senior Geologist (may be a direct employee of Vendor or subcontracted with Citizens prior approval); requires fifteen (15) years of subsurface investigation experience in Florida; Florida licensed professional geologist

as confirmed with the Florida Department of Business and Professional Regulation (FDBPR).

- 3.6.2. Geologist (may be a direct employee of Vendor or subcontracted with Citizens prior approval); requires five (5) years of subsurface investigation experience in Florida; Florida licensed professional geologist as confirmed with the FDBPR.
  - 3.6.3. Senior Geotechnical Engineer (must be an employee of Vendor); requires fifteen (15) years of subsurface investigation experience in Florida; Florida licensed professional engineer as confirmed with the FDBPR.
  - 3.6.4. Senior Structural Engineer (must be an employee of Vendor); requires fifteen (15) years of subsurface investigation experience in Florida; Florida licensed professional engineer as confirmed with the FDBPR.
  - 3.6.5. Structural Engineer (must be an employee of Vendor); requires five (5) years of subsurface investigation experience in Florida; Florida licensed professional engineer as confirmed with the FDBPR.
  - 3.6.6. Geotechnical Engineer (must be an employee of Vendor); requires five (5) years of subsurface investigation experience in Florida; Florida licensed professional engineer as confirmed with the FDBPR.
  - 3.6.7. Field Staff (must be an employee of Vendor or subcontracted with Citizens' prior approval).
- 3.7. Vendor Credentialing Requirements. Vendor must provide Citizens with qualification and credentialing information related to Vendor's entity, or Vendor's Staff as outline in Section 3.7. The information will be utilized to verify that Vendor and Vendor's Staff meet and continue to meet the requirements of this Agreement. At Citizens request Vendor will be required to access "CAIS", or other Citizens' system, where Vendor will input, update, and maintain the following credentialing information listed below.
- 3.7.1. Vendor Florida Registration. Vendor will provide proof of registration with Florida Department of State, Division of Corporations within thirty (30) days of the execution of this Agreement and annually by April 1st.
  - 3.7.2. Vendor Conflict of Interest Form. Vendor will provide the completed form within sixty (60) days of the execution of this Agreement and annually by April 1st.
  - 3.7.3. W-9. Vendor will provide a current W-9 within sixty (60) days of the execution of this Agreement and upon any change to the Vendor's legal business name, DBA name, payment address or FEIN.
  - 3.7.4. Accurate Data on Employees. Within sixty (60) days of the execution of this Agreement, Vendor will provide the following information on each of its Vendor Staff that Vendor wishes to make immediately available to receive Work Assignments under the Agreement. Should Vendor add additional employees, Vendor must update Citizens with Vendor Staff name and information prior to being eligible to receive Work Assignments under the Agreement. At Citizens' discretion Citizens' Credentialing Department may review and approve all Vendor Staff submission documents prior to any Vendor Staff being approved to receive Work Assignments, from Vendor, under the Agreement. Additionally, Vendor will provide updated or revised information that expire.

- a. Curriculum Vitae. A detailed resume that includes, at a minimum, the principal location of residence, and relevant sinkhole services work history with dates, certifications and related training, and Vendor Staff's client references related to sinkhole service work within the last five (5) years. The resume should substantiate sinkhole work experience and match information provided by Vendor. Due within sixty (60) days of the execution of this Agreement and annually by April 1st.
  - b. Florida Engineers License. All Engineers are required to hold a valid, active Florida Engineering License as registered through the Florida Department of Business and Professional Regulation. Vendor will be responsible for the licensing of their Engineers, including all associated costs. All such Vendor supplied Engineers will comply with all current and any new regulations or requirements as passed by the Florida Legislature or further as enacted by the Florida Board of Professional Engineers. Due within sixty (60) days of the execution of this Agreement and upon license renewal.
  - c. Florida Geologists' License. All Geologists are required to hold a valid, active Florida Geologist's License as registered through the Florida Department of Business and Professional Regulation. Vendor, and, if applicable, Vendor's subcontractor, will be responsible for the licensing of their Geologists, including all associated costs. All such Vendor supplied Geologists will comply with all current and any new regulations or requirements as passed by the Florida Legislature or further as enacted by the Florida Board of Professional Geologists. Due within sixty (60) days of the execution of this Agreement and upon license renewal.
  - d. Signed Ethics and Confidentiality Form. Vendor will have all Vendor Staff execute the Ethics and Confidentiality Acknowledgement Form (to be provided to Vendor by Citizens' Contract Manager), which is due within sixty (60) days of the execution of this Agreement and annually by April 1<sup>st</sup>
- 3.7.5. Vendor Staff Training. Vendor shall be responsible for training all Vendor Staff that will be providing Services under this Agreement on all applicable Citizens' policies, Citizens' systems and other applicable items identified by Citizens. Vendor must conduct its staff training using training materials provided by Citizens and will be responsible to train all persons who will be working on, or in any way associated with this Agreement on an initial and annual basis. The required initial training must be completed prior to Vendor receiving and accepting any Work Assignments. Vendor Staff may be required to attend additional training (online and/or classroom) sessions, as is deemed necessary by Citizens' Contract Manager or designee. Citizens reserves the right to attend, request proof of attendance and/or completion documents from the Vendor.

Vendor will provide Citizens' Contract Manager or designee with proof of training no later than ten (10) calendar days after completion of training. Vendor shall be responsible for maintaining complete training records for all Vendor Staff associated with this Agreement. To meet Citizens training requirements, the Vendor shall complete the following for all Vendor's Staff who are providing services under this Agreement:

- a. Present initial training materials in an in person training session.
- b. Provide, at a minimum, annual recertification training with Citizens issued training materials. Recertification training may occur through a webinar. Citizens reserves the right to request training dates, proof of attendance, documents and the training site location.

In addition, Vendor shall ensure that all Vendor Staff are properly trained and proficient in the use of the most recent version of CAIS and any other Work Assignment management systems utilized by Citizens.

Citizens' reserves the right, at its sole discretion, to institute the training via a learning management system that automatically tracks and records Vendor Staff training and scores.

- 3.8. **Criminal Background Investigations.** Vendor shall conduct a criminal background check on all potential Vendor Staff within (30) days of execution of this Agreement (or within thirty (30) days of date of hire), and every twenty-four (24) months thereafter. All criminal background checks will be at Vendor's expense. Unless otherwise approved in writing by the Contract Manager, each background check shall include but not be limited to: (a) state and federal felony Convictions; (b) state and federal misdemeanor Convictions;; and, (c) a seven (7) year minimum timeframe, extending as close as practicable to the date of assignment to perform Services. A "Conviction" includes if the individual has been convicted of, pled guilty or nolo contendere (no contest) to, or has been found guilty, regardless of whether adjudication was withheld.

If a Vendor Staff member has a felony or misdemeanor Conviction, then the background report for such individual will not be submitted to Citizens for review unless Vendor determines that the individual should be allowed to perform Services considering (a) the nature and gravity of the offense; (b) the amount of time that lapsed since the offense; (c) the rehabilitation efforts of the individual involved; and, (d) the relevancy of the offense to the individual's role in connection with this Agreement. A disqualifying offense is any crime (in any jurisdiction within and/or outside of the United States of America) where the nature of the criminal activity is such that a reasonable vendor would agree that the engagement would create a risk of injury, loss, or damage to people and/or property of Citizens. Any Vendor Staff member whose criminal background check indicates, to Vendor or Citizens, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to perform Services. Citizens' Applicant Background Review Guide, attached hereto as Exhibit B, provides examples of types of offenses that will disqualify Vendor Staff from performing Services. Citizens may amend Exhibit B from time to time in response to changing legal, regulatory or business requirements.

Vendor will comply with all requirements of the federal Fair Credit Reporting Act, including the provision to Vendor Staff of all required pre-notification and post-report notices. Vendor is responsible for any adverse action notices that may apply to its employment decisions.

#### **4. Service Warranties and Standards.**

- 4.1. **General Warranty.** Vendor warrants that the Services will be performed and delivered in a professional, first-class manner in accordance with this Agreement

and the standards prevailing in the industry. To this end, Vendor will undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranty and covenants in this Section will extend to and bind Vendor's subcontractors, if any.

- 4.2. **Ability to Perform.** As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations. Whether by Vendor's notification, Citizens' sole determination, or otherwise, in any case where Citizens is concerned with Vendor's ability or willingness to perform this Agreement is in jeopardy, Vendor acknowledges and agrees that, upon Citizens' request, Vendor shall timely provide Citizens with all reasonable assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to perform this Agreement.
- 4.3. **Monitoring of Performance.** Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary.
- 4.4. **Service Level Standards.**
- 4.4.1. **Description.** In addition to all other requirements in this Agreement, Vendor shall use reasonable and good faith efforts to meet the Service Level Standards set forth below.

<b>General</b>	<b>Citizens Standards</b>
Respond to Inquiries	Within twenty-four (24) hours
Acknowledge Receipt of Work Assignment	Within twenty-four (24) hours
<b>Sinkhole Loss Testing and Evaluation Services</b>	
Assign to Engineer	Within twenty-four (24) hours
Initial Contact with Insured	Within twenty-four (24) hours of assignment to Vendor
Initial Inspection of Property	Within five (5) business days of assignment

Submission of Project Schedule	Within fifteen (15) business days of assignment
Submit Sinkhole Engineering Report & Statement of Work (SOW)	Within ten (10) business days of completion of testing
<b>Stabilization Monitoring</b>	
Assign to Monitor	Within twenty-four (24) hours
Scheduled Project Start Date with SMRP Vendor	Within five (5) business days of assignment
Submit Final Post Stabilization Report	Within ten (10) business days of stabilization completion
<b>Peer Review</b>	
Assign to Engineer	Within twenty-four (24) hours
Initial Inspection of Property	Within five (5) business days of assignment
Initial Drilling (If requested)	Within fifteen (15) business days of assignment

- 4.4.2. Reports. Within ten (10) calendar days of Citizens' request, which will occur no more than monthly, Vendor shall provide reports to Citizens describing the performance of the Services as compared to the Service Level Standards. Reports are due no later than the fifteenth (15<sup>th</sup>) calendar day of the month following the request. The reports shall be in a form agreed to by Citizens and contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Vendor has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; and, (f) if requested, a rolling six-month Service Level Standard trend report for the Service Level Standard. Vendor and Citizens will meet as often as reasonably requested by Citizens, but no more than monthly, to review Vendor's performance as it relates to the Service Level Standards. Vendor shall, without charge, make Citizens' historical Service Level Standard reports available to Citizens upon request.
- 4.4.3. Failure to Meet Service Level Standards. Time is of the essence in meeting the Service Level Standards. In addition to any other remedies under this Agreement, including, but not limited to Section 7.3. Corrective Action Plan, failure to meet Service Level Standards may result in the reassignment of the applicable Work Assignment(s), and not receiving future Work Assignments.
- 4.4.4. Termination for Repeated Failures. Citizens shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Vendor fails to meet any Service Level Standard for four (4) months out of any rolling twelve (12) month period.
- 4.4.5. Temporary Suspension of Service Level Standards. Vendor will be

excused for failing to meet any Service Level Standard if and to the extent such failure is excused under Section 17.15. Vendor shall advise Citizens in writing as soon as possible of any circumstance or occurrence which would excuse or affect Vendor's ability to achieve any of the Service Level Standards. In all such cases, Vendor will continue to make all reasonable efforts to achieve the Service Level Standards. Suspension of a Service Level Standard shall not excuse Vendor from accumulating data relevant to that Service Level Standard, and reporting such data to Citizens as part of the reports required herein.

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

- 5.1. Deliverables and Financial Consequences. Each Deliverable will be described with each Work Assignment. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to withholding any payment associated with the Deliverable until such delivery is made. Additionally, Citizens may terminate this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 12.3. 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, or other intellectual property that have been previously developed, purchased, licensed, or acquired by Vendor or by third parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embed Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.
  - 5.3.2. If and to the extent any Pre-Existing Materials of Vendor are embedded or incorporated in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies

of and prepare derivative works based upon such Pre-existing Materials and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.

5.3.3. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Work Product, Vendor shall secure for Citizens an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and fully paid-up right to use, execute, display, and perform such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such Pre-Existing Materials into any Work Product, and such right must include, if practicable, a right to: (a) copy, modify, and create derivative works based upon such Pre-Existing Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider of Citizens. This Section does not apply to standard office software (e.g., Microsoft Office).

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

## **6. Changes.**

6.1. Change Process. Citizens may require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that: (a) such Change is within the general scope of this Agreement; and, (b) Citizens will make an equitable adjustment in Vendor's compensation or delivery date if a Change materially affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

6.2. Modifications. A Change resulting in an increase or decrease to Vendor's compensation or the scope of Services must be evidenced by a formal amendment to this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

## **7. Acceptance.**

7.1. Acceptance Period. In addition to and without limiting any other obligations of Vendor (such as warranties) or rights of Citizens contained in this Agreement, for all Services provided under this Agreement, Vendor grants to Citizens a sixty (60) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services (a "Defect"), with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights as expressly provided in this Agreement.

7.2. Correction of Defects. To the extent a Defect can be corrected and was not the result of any bad faith by Vendor, Vendor shall have thirty (30) calendar days to

correct the Defect. The determination as to whether a Defect can be corrected shall be made by Citizens in its reasonable discretion. If Vendor is unable to correct the Defect within this thirty (30) calendar day period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity.

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

## 8. Compensation.

- 8.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all Services accepted and reimbursable expenses under this Agreement (a) shall not exceed a total dollar amount of ten million US dollars (\$10,000,000.00); and, (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

Citizens' does not guarantee that Vendor will receive any Work Assignments or any minimum volume of work. Vendor acknowledges and agrees that the Services provided during a State of Florida or federal government declared emergency or catastrophe will be paid at the same rates set forth in this Agreement.

- 8.2. Compensation Schedule. All payments to Vendor will be made pursuant to Exhibit A, Compensation Schedule.
- 8.3. 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 11.2. 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 8.9.); and, (h) itemized Services for which compensation is being sought.
- 8.4. 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.

- 8.5. Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines, a copy of which can be found on Citizens' website: <https://www.citizensfla.com/b2b>. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines or Citizens will not reimburse Vendor for travel-related expenses.
- 8.6. No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 8.7. 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.
- 8.8. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

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

- 9.1. Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall

fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, 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.

9.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

9.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.

9.1.3. The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.

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

9.2. Limitation of Liability.

9.2.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF RELIEF, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT.

VENDOR'S LIABILITY TO CITIZENS FOR CLAIMS FOR DIRECT DAMAGES OR INDEMNITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF INSURANCE COVERAGES REQUIRED UNDER THIS AGREEMENT.

THE LIMITATION OF LIABILITY SPECIFICALLY EXCLUDES INJURY TO THIRD PARTIES AND THIRD PARTY PROPERTY AND THERE SHALL BE NO LIMITATION OF LIABILITY UNDER THIS AGREEMENT WITH

RESPECT TO SAME.

THIS LIMITATION OF LIABILITY IS IN NO WAY TO BE CONSTRUED AS A WAIVER BY CITIZENS OF ITS SOVEREIGN IMMUNITY ACCORDED BY THE FLORIDA CONSTITUTION AS CODIFIED IN SECTION 768.28, FLA. STAT.

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

**10. Insurance.**

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

10.1.1. Workers' Compensation which provides coverage for Vendor's employees and independent contractors' employees, regardless of the state of hire, in at least the minimum statutory limits required by the State of Florida, and Employers' Liability with limits of \$1 million per accident; provided, however, that such workers' compensation policy may exclude coverage for independent contractor employees who are covered by a workers' compensation policy that meets the requirements (including Employers' Liability coverage) set forth herein.

10.1.2. Commercial General Liability with minimum limits of \$1 million per occurrence (to include contractual liability for liability assumed hereunder) and \$2 million in the aggregate;

10.1.3. Automobile Liability with combined single limits of not less than \$1 million per accident (this policy must include Symbol 1 "Any Auto" coverage); provided however, that if Vendor does not own any vehicles and Vendor does not have a schedule of vehicles covered under a Vendor automobile policy, then the policy may instead include both Symbol 8 "Hired Autos Only" and Symbol 9 "Nonowned Autos only". Vendor agrees to secure Symbol 1 "Any Auto" coverage as set forth herein prior to taking ownership of any vehicle, and prior to scheduling any vehicles under a Vendor automobile policy;

10.1.4. Umbrella Excess General Liability and Auto Liability insurance with minimum limits of \$4 million in the aggregate; the umbrella excess policy must afford coverage equivalent to the commercial general liability and automobile liability coverages required in subsections 10.1.2. and 10.1.3.; the policy inception date must also be concurrent with the inception dates of the underlying general liability and automobile liability policies; if vendor maintains commercial general liability and automobile liability coverage that exceeds the minimum limits identified in 10.1.2. and 10.1.3., then Vendor may reduce its umbrella excess coverage limit by the corresponding amount;

10.1.5. Professional Liability (errors and omissions) with minimum limits of \$1 million per claim and \$2 million in the aggregate Coverage must be renewed for three (3) years after completion of the Services. The "retroactive date" for this policy, and any subsequent policies purchased as renewals or replacements, shall coincide with or precede the effective date of this Agreement. If the policy is terminated for any reason, Vendor agrees

to purchase, or cause its professional staff and consultants to purchase, an extended reporting provision of at least three (3) years to report claims arising from Services performed prior to the termination of the policy and allow for reporting of incidents that might give rise to future claims;

- 10.2. Insurance Company Qualifications. Each company issuing policies required under Section 10. must: (i) be licensed to transact business in the State of Florida; and, (ii) have an AM Best Financial Strength rating of "A-" or above.
- 10.3. Acceptable Deductible Amounts. The policies required under Sections 10. shall not have deductibles in excess of \$100,000 per claim/occurrence, except as pre-approved by Citizens in connection with financially reasonable self-insured retention limits. Prior to approving a self-insured retention alternative, Citizens shall have the right to request, and Vendor shall be obligated to timely provide, financial documents demonstrating that Vendor has the assets, income, and liquidity necessary to pay such retention. Citizens shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any of these policies. The payment of deductibles as well as any self-insured retention shall be the sole responsibility of Vendor.
- 10.4. Defense Costs. The limits of indemnity coverage required under Section 10.1 shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Section 10.1.5., Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$5 million in the aggregate.
- 10.5. Vendor's Insurance is Primary. The insurance required under Section 10.1. shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens employee.
- 10.6. Citizens to be an Additional Insured. The Commercial General Liability and Auto Liability policies in Section 10. shall include Citizens as an additional insured. For Commercial General Liability coverage, the policy must include ISO Form #CG 20 10 10 01 or a comparable company specific endorsement.
- 10.7. Waiver of Subrogation. The insurance required under Section 10. shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.8. Coverage for Indemnity Obligations. The Commercial General Liability, Auto Liability, Umbrella Liability, and Professional Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 10.9. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability and Professional Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 10.10. Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Section 10. The certificates for Commercial General Liability, Umbrella Liability and Professional Liability insurance certificates must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance

General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

- 10.11. Subcontractor Insurance Requirements. Any subcontractors acting as Vendor Staff under this Agreement shall have insurance coverage of no less than the insurance required in this Section 10., with the exception of Sections 10.1.5. and 10.4. A subcontractor shall maintain Professional Liability (E & O) coverage with minimum limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate, and coverage must be provided on a claims made and reported basis. Vendor shall be responsible for demonstrating compliance with this requirement.

**11. Contract Administration.**

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

Lori Newman, Vendor Management Office  
301 W Bay Street, Suite 1300  
Jacksonville, Florida 32202  
904-407-0225  
[Lori.Newman@citizensfla.com](mailto:Lori.Newman@citizensfla.com)

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

- 11.2. Contract Managers. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and 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  
Laura Kennedy, Vendor Relationship Administrator  
Citizens Property Insurance Corporation  
301 W. Bay St. Suite 1300  
Jacksonville, FL 32202  
904-208-7731  
laura.kennedy@citizensfla.com

Vendor's Contract Manager  
Catherine Carty, President  
Sdii Global Corporation  
4509 George Road  
Tampa, FL 33634  
813-496-9634  
ccarty@sdi-global.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.

**12. Suspension of Services; Termination.**

12.1. Temporary Suspension of Services. Citizens may, in its sole discretion, temporarily suspend all or certain portions of the Services at any time by providing written notice to Vendor. Upon receiving a suspension notice, Vendor shall cease performing the Services in accordance with the suspension notice. Within ninety (90) calendar days after Citizens provides the suspension notice, or any longer period agreed to by Vendor, Citizens shall either: (a) issue a notice authorizing resumption of the Services, at which time the Services shall resume; or, (b) exercise its right under Section 12.2. to terminate this Agreement without cause. Nothing in this Section allows Citizens to withhold or delay any payment for Services satisfactorily performed prior to the suspension. However, Vendor shall not be entitled to any additional compensation for the suspension of Services.

12.2. Termination without Cause. By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any "wind-down" costs, cancellation charges, or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of Citizens' termination without cause, Citizens, at Citizens' sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.

By at least sixty (60) days advanced written notice, Vendor may terminate this Agreement at its sole discretion and without the need to specify a reason for termination. Notwithstanding such notice, Vendor shall continue to work on any current Work Assignments through completion and shall be entitled to payment for all Services satisfactorily performed. As an alternative to termination without cause hereunder, Vendor may at any time request a temporary suspension of new Assignments. Citizens shall grant such requests upon determining that Vendor has a reasonable basis for making the request.

12.3. Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the breaching Party, in writing, of the nature of the breach and provide a reasonable time certain to cure the breach. The cure period will generally be ten (10) calendar days from receipt of the notice, provided that a cure period is not required if a cure is not feasible as determined by the non-breaching Party or if the breaching Party has already been notified of the breach and given at least ten (10) calendar days to correct it. If the breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party

may thereafter notify the breaching Party, in writing, that it considers the breaching Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 12.2.

- 12.4. Scrutinized Companies; Termination by Citizens. In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the "Scrutinized Companies with Activities in Sudan List;" (c) has been placed on the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;" (d) has been placed on the "Scrutinized Companies that Boycott Israel List;" (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.

### 13. Disputes.

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

### 14. Records; Audits; Public Records Laws.

- 14.1. Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) five (5) years after the termination of this Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.
- 14.2. Right to Audit and Inquire. Citizens shall have reasonable access to Vendor's facilities and has the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit and Office of the Inspector

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

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

14.3.1. Protection of Vendor's Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that Vendor considers to be protected from disclosure under Florida law ("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.

14.3.2. 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.

14.3.3. Vendor's Duty to Forward Records Requests to Citizens. If Vendor receives

a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: [Recordsrequest@citizensfla.com](mailto:Recordsrequest@citizensfla.com). Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

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

- 14.4. 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.
- 14.5. The provisions of this Section shall survive the termination of this Agreement.

**15. Non-Disclosure of Citizens Confidential Information.**

- 15.1. Obligation of Confidentiality. Vendor agrees to: (a) hold all Citizens Confidential Information in strict confidence; (b) not use Citizens Confidential Information for any purposes whatsoever other than the performance of this Agreement; (b) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Citizens Confidential Information to third parties other than Vendor Staff who have a need to know in connection with the performance of this Agreement; (c) be solely responsible for informing any Vendor Staff with access to Citizens Confidential Information of the provisions of this Agreement and to be responsible for any acts of those individuals that violate such provisions; (d) provide Vendor Staff having access to Citizens Confidential Information with work environments that protect against inadvertent disclosure to others; (e) use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and to cooperate in promptly remedying such situation; and, (f) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of this Agreement and to cooperate with Citizens in seeking injunctive or other equitable relief against any such individual.

- 15.2. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).
- 15.3. Labeling of Citizens Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.
- 15.4. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.
- 15.5. Transmission of Citizens Confidential Information Materials. In the event it is necessary to transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.
- 15.6. Return of Citizens Confidential Information. Upon Citizens' request during the term of this Agreement or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely.
- 15.7. Disposal of Citizens Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third-party shredding company is permissible).
- 15.8. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 15.9. Remedies. Vendor acknowledges that breach of Vendor's obligations under this Section 15 may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section 15, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
- 15.10. The provisions of this Section shall survive the termination of this Agreement.

## **16. Information Security and Data Privacy.**

- 16.1. General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; (c) protect against unauthorized

access to or disclosure of Citizens Confidential Information; (d) protect against the use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens; (e) ensure the availability of Citizens Confidential Information; and, (f) ensure the proper disposal of Citizens Confidential Information.

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

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

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

16.3. Data Encryption. Vendor and Vendor Staff will encrypt Citizens Confidential Information at rest and in transit using a strong cryptographic protocol that is consistent with industry standards.

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

16.5. Data Export. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Confidential Information outside of the United States.

16.6. Unauthorized Use or Disclosure of Confidential Information to Others. Vendor shall use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and shall cooperate in promptly remedying such situation. Without limiting the foregoing, Vendor shall: (a) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of this Agreement and Vendor will cooperate with Citizens in seeking injunctive or other equitable relief against any such individual; and, (b) pursuant to Section 501.171, Florida Statutes, where Vendor maintains computerized Citizens Confidential Information that includes personal information, as defined in such statute, disclose to Citizens any breach of the security of the system associated with the Citizens Confidential Information as soon as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

16.7. Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section 16 shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Confidential Information.

16.8. Return of Citizens Confidential Information. Upon the termination of this

Agreement for any reason, within five (5) business days following such termination, Vendor shall provide to Citizens, without any charge, conditions, or contingencies whatsoever (including but not limited to the payment of any fees due to Vendor), a full and complete extract of Citizens Confidential Information in the format specified by Citizens. Further, Vendor shall certify to Citizens the destruction of any Citizens Confidential Information within the possession or control of Vendor; provided, however, that such destruction shall occur only after: (a) Citizens Confidential Information has been returned to Citizens; and, (b) Citizens has acknowledged in writing to Vendor that Citizens has fully and adequately received the Citizens Confidential Information.

- 16.9. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section 16, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
- 16.10. Remedies. Vendor acknowledges that breach of Vendor's obligation under this Section 16 may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of any of the provisions of this Section 16, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
- 16.11. The provisions of this Section shall survive the termination of this Agreement.

## 17. Miscellaneous.

- 17.1. 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.
- 17.2. Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.

- 17.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee. Vendor shall not accept a gift from a Citizens policyholder in connection with the Services that is, or could be interpreted to be, intended to influence the handling of the policyholder's claim, or could be interpreted as an expression of gratitude for such an act.
- 17.4. 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.
- 17.5. 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](http://www.sunbiz.org)) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 17.6. 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.
- 17.7. 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.
- 17.8. 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.
- 17.9. 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](mailto:newsroom@citizensfla.com).
- 17.10. 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.

- 17.11. 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.
- 17.12. 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.
- 17.13. Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens' prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 17.14. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 17.15. 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. Further, this Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information. 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.

- 17.16. 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.
- 17.17. 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.
- 17.18. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.

***[Signature Page Follows]***

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

**CITIZENS PROPERTY INSURANCE CORPORATION**

**SDII GLOBAL CORPORATION**

DocuSigned by:

*James Adams*

52091D0BF5B7478...

Signature

James Adams

Print Name

Chief Claims officer

Title

2/12/2021

Date Signed

DocuSigned by:

*Kelly Booten*

7B9C7AA80007483...

Signature

Kelly Booten

Print Name

Chief operating officer

Title

2/12/2021

Date Signed

*Catherine Carthy*

Signature

Catherine Carthy

Print Name

President

Title

2/8/2021

Date Signed

## EXHIBIT A: COMPENSATION SCHEDULE

<b>SINKHOLE ENGINEERING SERVICES - PRICE FOR THREE (3) YEAR BASE TERM AND OPTIONAL TWO (2) YEAR RENEWAL PERIOD</b>			
<b>Service</b>	<b>Price</b>		
<b>1) Sinkhole Engineer Reports</b>	<b>Position Description</b>	<b>Price</b>	<b>Unit</b>
	Sr. Geologist	\$150.00	Per Hour
	Geologist	\$100.00	Per Hour
	Sr. Geotechnical Engineer	\$175.00	Per Hour
	Geotechnical Engineer	\$125.00	Per Hour
	Sr. Structural Engineer	\$175.00	Per Hour
	Structural Engineer	\$125.00	Per Hour
	Field Staff	\$75.00	Per Hour
	<b>Service Description</b>	<b>Price</b>	<b>Unit</b>
	Floor Evaluation Survey	\$500.00	Per Survey
	Geophysical Survey	\$1,200.00	Per Survey
	Boring Charge	\$25.00	Per Linear Foot
	Drafting	\$60.00	Per Hour
	Mobilization	\$5.00	Per Mile
	Report Preparation	\$100.00	Per Hour
	Retrieval of Archival Files	\$50.00	Per File
	<b>2) Stabilization Monitoring</b>	<b>Position Description</b>	<b>Price</b>
Sr. Geologist		\$140.00	Per Hour
Geologist		\$90.00	Per Hour
Sr. Geotechnical Engineer		\$150.00	Per Hour
Geotechnical Engineer		\$110.00	Per Hour
Sr. Structural Engineer		\$160.00	Per Hour
Structural Engineer		\$110.00	Per Hour
Field Staff		\$75.00	Per Hour
<b>Service Description</b>		<b>Price</b>	<b>Unit</b>
Report Prep	\$70.00	Per Hour	
<b>3) Peer Reviews</b>	<b>Service Description</b>	<b>Price</b>	<b>Unit</b>
	Peer Review	\$850.00	Per Review
<b>4) Expert Services</b>	As defined in the Contract	\$300.00	Per Hour
<b>5) Miscellaneous Services</b>	As defined in the Contract	\$75.00	Per Hour
<b>6) Training Services</b>	As defined in the Contract	\$75.00	Per Hour

The Items listed below will be included in the Prices listed above. Citizens will not pay additional charges for the following items:

1)	Opening and/or closing files
2)	Photocopying charges
3)	Organizing files or training of personnel
4)	Telephone or facsimile charges
5)	Invoice or billing preparation

6)	Travel cost and time unless otherwise approved by Citizens in writing. (See Vendor Travel Reimbursement Guidelines)
7)	Meals, gas, or parking fees

Price Adjustments. The Parties may mutually adjust Prices set forth above at any time after effective date of this Agreement to account for changes in the market prices for the Services. Only one price adjustment is permitted in any twelve (12) month period. Price adjustments will not exceed the percentage change in the U.S. Department of Labor Consumer Price Index for Urban Wage Earners, All Items, South Region, Urban (the "CPI-U") from the CPI-U in effect as of October 2020. All Price adjustments must be evidenced by a formal amendment to this Agreement. Price adjustments shall not be applied retroactively.

## EXHIBIT B: APPLICANT BACKGROUND REVIEW GUIDE

5/28/2015

FELONY OFFENSES	NOT ELIGIBLE				
Misdemeanor Offenses	Automatic Disqualifier Conviction of Single Misdemeanor Offense	Conviction of Single Misdemeanor Offense Within Past 24 Months	Conviction of Single Misdemeanor Offense greater than 24 Months	Conviction of any Combination* of Two (or more) Misdemeanor Offenses in Past 5 Years	Conviction of any Combination* of Three (or more) Misdemeanor Offenses in Past 10 Years
Affray or Unlawful Assembly		Not Eligible	Eligible	Not Eligible	Not Eligible
Assault		Not Eligible	Eligible	Not Eligible	Not Eligible
Alcohol Possession by Person Under 21		Eligible	Eligible	Eligible	Not Eligible
Battery (Not Involving Domestic Violence)		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery Involving Domestic Violence		Not Eligible	Eligible	Not Eligible	Not Eligible
Battery of or Threatening a Law Enforcement Officer or Public Official in the Performance of His/Her Duties		Not Eligible	Eligible	Not Eligible	Not Eligible
Carrying a Concealed Weapon/Firearm		Not Eligible	Eligible	Not Eligible	Not Eligible
Computer Crimes		Not Eligible	Eligible	Not Eligible	Not Eligible
Contributing to the Delinquency or Dependency of a Child	Not Eligible				
Criminal Mischief or Vandalism		Not Eligible	Eligible	Not Eligible	Not Eligible
Cruelty to Animals		Not Eligible	Eligible	Not Eligible	Not Eligible
Dealing in Stolen Property Valued at Less than \$300		Not Eligible	Eligible	Not Eligible	Not Eligible
<b>Over the Internet</b>					
Discharging Firearm in Public		Not Eligible	Eligible	Not Eligible	Not Eligible
Driving or Boating Under the Influence		Not Eligible	Eligible	Not Eligible	Not Eligible
Driving While License Suspended or Revoked		Not Eligible	Eligible	Not Eligible	Not Eligible

Failure to Pay Taxes		Not Eligible	Eligible	Not Eligible	Not Eligible
No Driver's License or Violation of License Restrictions		Not Eligible	Eligible	Not Eligible	Not Eligible
Disorderly Conduct, Disorderly Intoxication, Breach of Peace, Disruption of School Board Meeting		Eligible	Eligible	Eligible	Not Eligible
Failure to Control or Report Dangerous Fire		Not Eligible	Eligible	Not Eligible	Not Eligible
False Personation or Impersonation of Law Enforcement Officer	Not Eligible				
False Reports to Law Enforcement/ False Fire Alarms	Not Eligible				
Firearms or Weapons Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Fireworks Possession or Discharge		Eligible	Eligible	Eligible	Not Eligible
Fish and Game (Hunting) Violations		Eligible	Eligible	Eligible	Not Eligible
Fraudulent Misrepresentation of Academic degree	Not Eligible				
Gambling or Unlawful Betting		Eligible	Eligible	Not Eligible	Not Eligible
Indecent Exposure		Not Eligible	Eligible	Not Eligible	Not Eligible
Inhalation of Harmful Chemical Substances to Induce Intoxication		Not Eligible	Eligible	Not Eligible	Not Eligible
Insurance Crimes (Unfair Claim Settlement Practices, Twisting, or Churning)	Not Eligible				
Unnatural and Lascivious Acts	Not Eligible				
Loitering or Prowling		Not Eligible	Eligible	Not Eligible	Not Eligible
Obstruction by Disguised Person		Not Eligible	Eligible	Not Eligible	Not Eligible
Perjury When Not in Official Proceeding	Not Eligible				
Possession or Delivery of Under 20 Grams of Marijuana		Not Eligible	Eligible	Not Eligible	Not Eligible
Possession of Drug Paraphernalia		Not Eligible	Eligible	Not Eligible	Not Eligible
Prostitution Related Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible

Pornographic Display of Material to Minors	Not Eligible				
Prescription Drug Offenses		Not Eligible	Eligible	Not Eligible	Not Eligible
Reckless Driving or Reckless Operation of a Vessel		Not Eligible	Eligible	Not Eligible	Not Eligible
Resisting an Officer (or Arrest) Without Violence		Not Eligible	Eligible	Not Eligible	Not Eligible
Sale, Importation, or Distribution of Controlled Substances (drugs); or Possession for Sale, Importation or Distribution		Not Eligible	Eligible	Not Eligible	Not Eligible
Stalking	Not Eligible				
Tampering With Motor Vehicles or Trailers		Not Eligible	Eligible	Not Eligible	Not Eligible
Theft, Petit Theft, or Retail Theft/ Shoplifting	Not Eligible				
Trespass		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Interception or Reception of Law Enforcement Frequencies		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Placing, Throwing, or Discharging a Bomb		Not Eligible	Eligible	Not Eligible	Not Eligible
Unlawful Reception of Cable Services		Not Eligible	Eligible	Not Eligible	Not Eligible
Voyeurism	Not Eligible				
Worthless Checks or Stopping Payment with Intent to Defraud of Less than \$150		Not Eligible	Eligible	Not Eligible	Not Eligible

\*Combination – a combination of any of the misdemeanor offenses listed on the review guide or other non-listed misdemeanors.

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

Company Name ("Vendor"): SDii Global Corporation
Agreement Name/Number ("Agreement"): 21-20-2001-02
Primary Vendor Contact Name: Catherine Carty
Telephone: 813-283-9717
Email: ccarty@sdii-global.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](http://www.citizensfla.com/contracts). This Addendum is incorporated into the Agreement in order to address Citizens' public posting of the Agreement and its disclosure to third parties.

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

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

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

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