



## TASK ORDER NO. 02 TO AGREEMENT # 17-16-0005-01

This Task Order No. 02 (the "Task Order"), is issued by **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 **Carr, Riggs, & Ingram, LLC** ("Vendor") having its principal place of business at 2633 Centennial Boulevard, Suite 200, Tallahassee, Florida 32308. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Citizens and the Vendor agree to the following:

- I. **MASTER AGREEMENT.** This Task Order is directly related and subject to Agreement # 17-16-0005-01 between Citizens and Vendor (the "Master Agreement").
- II. **SCOPE OF WORK.** Citizens and Vendor agree that the Services and deliverables for this Task Order are set forth as follows:

<b>Task Order Term</b>	This Task Order shall be effective upon the date on which the last Party has executed this Task Order. The end date for this Task Order will be the earlier of December 31, 2020, the completion of the Services, or until such time that Citizens has been billed the maximum compensation set forth in this Task Order. This Task Order is subject to Citizens' right to early termination if Services are no longer required.
<b>Citizens' Contact for Task Order</b>	Neal Fuhler Citizens Property Insurance Corporation 301 W. Bay Street, Suite 1300 Jacksonville, FL 32202 904-407-0595 <a href="mailto:Neal.Fuhler@citizensfla.com">Neal.Fuhler@citizensfla.com</a>
<b>Vendor's Contact for Task Order</b>	Michael Whitney Carr, Riggs, & Ingram, LLC 2633 Centennial Boulevard, Suite 200 Tallahassee, FL 32308 850-878-8777 <a href="mailto:MWhitney@cricpa.com">MWhitney@cricpa.com</a>
<b>Scope of Work to be Performed by Vendor</b>	Vendor will perform consulting and financial review services related to vendor due diligence and procurement activities. Specific tasks include, but are not limited to: <ol style="list-style-type: none"> <li>1. development of financial standards to be utilized in</li> </ol>

	<p>procurement documents;</p> <ol style="list-style-type: none"> <li>development of vendor financial due diligence guidelines;</li> <li>establishment of evaluation criteria and vendor submission requirements;</li> <li>review and assessment of vendor's financial documents and relative strength;</li> <li>consulting services related to financial due diligence and risk mitigation solutions; and,</li> <li>providing professional advice that Citizens will rely upon for making procurement decisions.</li> </ol> <p>These non-attest procedures shall be performed in conformity with <i>Statements on Standards for Consulting Services</i> of the American Institute of Certified Public Accountants. The procedures will not constitute an audit, a review, or a compilation of the responding vendor's financial statements or any part thereof.</p>
<b>Deliverables</b>	<p>Vendor will review documentation submitted by vendors to evaluate financial stability, viability, and capacity. Project deliverables will be approved by Citizens' Contact for the Task Order and include:</p> <ol style="list-style-type: none"> <li>vendor financial due diligence standards and guidelines;</li> <li>vendor financial review reports, including solvency, liquidity, profitability, and capacity; and,</li> <li>written recommendations, including the perceived level of risk associated with the services procured and term of the contract.</li> </ol> <p>Vendor will provide a report for each financial review completed. For each review report, Citizens' Contact will provide a requested return date. Financial review reports, will be completed within ten (10) calendar days or less, unless otherwise mutually agreed upon by the Parties.</p>
<b>Key Personnel</b>	Vendor will provide the following Key Personnel: Michael Whitney, who shall provide Services in accordance with terms of the Master Agreement at the hourly rate of \$150.00.
<b>Total Maximum Compensation</b>	Citizens will not be billed in excess of thirty-five thousand dollars U.S. dollars (\$35,000.00).
<b>Travel Required</b>	All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee and will be reimbursed in accordance with the then current terms of Citizens' Vendor Travel Reimbursement Guidelines.

**III. ANY OTHER DETAILS RELATED TO THE COMPLETION OF THIS TASK ASSIGNMENT.**

1. Due to the nature of consulting services, Citizens reserves the right to revise project tasks and deliverables to meet evolving project needs.
2. Vendor's responsibility throughout this engagement will be to provide professional services and advice to assist Citizens. Decisions relative to procurements are the sole responsibility of Citizens.

Except when the Task Order specifically references the Sections and paragraphs of the Master Agreement which are being superseded, in the case of a conflict of terms or provisions between the Master Agreement and this Task Order related to this Master Agreement, the Master Agreement shall take precedence. If a Task Order supersedes a portion of the Master Agreement, it shall be limited solely to this particular Task Order.

If a conflict exists, the non-conflicting portion(s) of the term or provision of the less controlling documents shall remain enforceable.

Citizens and Vendor certify by their undersigned authorized agents that they have read this Task Order and agree to be bound by its terms and conditions.

**CITIZENS PROPERTY  
INSURANCE CORPORATION:**

DocuSigned by:  
Joe Martins  
628605582C2492  
SIGNATURE:

JOZUA MARTINS  
PRINT NAME:

CHIEF INTERNAL AUDITOR  
TITLE:

4/30/2018  
DATE:

DocuSigned by:  
Kelly Booten  
7B9C7A820097853  
SIGNATURE:

kelly Booten

PRINT NAME:  
Chief, Systems & Operations

TITLE:  
4/30/2018

DATE:

**CARR, RIGGS, & INGRAM, LLC:**

Michael T. Whitney  
SIGNATURE:

MICHAEL WHITNEY  
PRINT NAME:

PARTNER  
TITLE:

4/24/2018  
DATE: