



AGREEMENT FOR LEAN, AGILE, AND CONTINUOUS IMPROVEMENT TRAINING SERVICES

This Agreement (“Agreement”) is between CITIZENS PROPERTY INSURANCE CORPORATION (“**Citizens**”), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and AGILE FOR HUMANS, LLC (“**Vendor**”) having its principal place of business at 3902 Summit Drive, Valparaiso, IN 46383. Citizens and Vendor shall each be known as a “Party,” and collectively shall be known as the “Parties.”

Recitals

On October 26, 2020, Citizens issued a Request for Proposal No. 20-0017 for Lean, Agile, and Continuous Improvement Training Services (the “Solicitation”). Vendor’s response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. “Deliverables” means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
 - 1.2. “Effective Date” means the date on which the last Party executes this Agreement.
 - 1.3. “Services” means all services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any service or Deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
 - 1.4. “Task Order” means a mutually agreed upon description of the Services to be provided under this Agreement for a particular training event. A Task Order Template is attached as Exhibit B.
 - 1.5. “Training Coordinator” means Citizens staff member responsible for coordinating training

needs for Citizens.

- 1.6. "Vendor Staff" means any of Vendor's employees, agents, subcontractors, or representatives who provide the Services.
- 1.7. "Work Product" means each Deliverable and any drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, material, negative, report, finding, recommendation, data and memorandum of every description, created for Citizens under this Agreement and shared with or delivered to Citizens by Vendor or Vendor Staff in the course of performing this Agreement.

2. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for three (3) years.
- 2.2. Renewals. This Agreement may be renewed for one (1), one (1) year renewal terms either: (a) by Citizens, at its discretion, upon twenty-one (21) calendar days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. Renewal shall be subject to the same terms and conditions set forth in the Agreement at the time of renewal, including any amendment signed by the Parties.

3. Services; Service Requirements.

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

- 3.5. **Background Checks.** Vendor shall conduct reasonable background checks to verify that the proposed Vendor Staff has met the minimum education, qualifications, integrity, and experience requirements as required by Citizens’ Contract Manager or designee.

4. Warranties and Standards.

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

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

5. Deliverables and Work Product.

- 5.1. **Deliverables and Financial Consequences.** Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement and as further detailed in the Task Order. Failure to do so will entitle Citizens to enforce financial consequences which can include: (a) withholding any payment associated with the

Deliverable until such delivery is made; and/or, (b) terminating this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 10.2 below.

- 5.2. Title to Work Product. With the exception of the Pre-Existing Materials described in Section 5.3., Citizens will have all right, title and interest in and to each Work Product and any derivative works relating thereto (including ownership of copyrights). The use of these Work Products in any manner by Citizens shall not support any claim by Vendor for additional compensation. Each Work Product, and any portion thereof, shall be a "work made for hire" for Citizens pursuant to federal copyright laws. To the extent any of the Work Product is not deemed a work made for hire by operation of law, Vendor hereby irrevocably assigns, transfers, and conveys to Citizens, or its designee, without further consideration all of its right, title, and interest in such Work Product, including all rights of patent, copyright, trade secret, trademark, or other proprietary rights in such materials. Vendor acknowledges that Citizens shall have the right to obtain and hold in its own name any intellectual property right in and to the Work Product. Vendor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Citizens may reasonably request, to perfect or evidence Citizens' ownership of the Work Product. This Section shall survive the termination of this Agreement.
- 5.3. Pre-Existing Materials.
- 5.3.1. Citizens acknowledges that, in the course of performing the Services, Vendor may use materials, software, reports, routines, language, instructions, methods, techniques, trade secrets, patents, copyrights, training materials, or other intellectual property that have been previously developed, purchased, licensed, or acquired by Vendor or by third parties (collectively, the "Pre-Existing Materials"), and that such Pre-Existing Materials shall remain the sole and exclusive property of Vendor or the third parties. Where Vendor seeks to embed Pre-Existing Materials in the Work Product, Vendor must first obtain written approval from Citizens.
- 5.3.2. If and to the extent any Pre-Existing Materials of Vendor are embedded or incorporated in the Work Product, Vendor hereby grants to Citizens the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials and any derivative works thereof for Citizens' internal business purposes only; and, (b) authorize others to do any or all of the foregoing for Citizens' internal business purposes only.
- 5.3.3. If and to the extent any Pre-Existing Materials of third parties are embedded or incorporated in the Work Product, Vendor shall secure for Citizens an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and fully paid-up right to use, execute, display, and perform such Pre-Existing Materials. Vendor shall secure such right at its expense and prior to incorporating any such Pre-Existing Materials into any Work Product, and such right must include, if practicable, a right to: (a) copy, modify, and create derivative works based upon such Pre-Existing Materials; and, (b) sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider of Citizens. This Section does not apply to standard office software (e.g., Microsoft Office).
- 5.4. Corrective Action Plan. If Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such

deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. In the case of a Defect identified by Citizens during, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur within thirty (30) calendar days, unless otherwise agreed to by Citizens in its sole discretion.

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

6. **Compensation.**

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

Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.

- 6.5. Travel-related Expenses. Citizens will not reimburse Vendor for travel-related expenses.
- 6.6. No Additional Charges. Except for the compensation described in the Compensation Schedule, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for those Services.
- 6.7. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request.
- 6.8. Taxes. Citizens is a State of Florida governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

7. Indemnification and Limitation of Liability.

- 7.1. Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, employees, and policyholders (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) a breach of any obligation or representation made by Vendor under this Agreement; (d) any claim that any portion of the Services violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling.
 - 7.1.1. Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.
 - 7.1.2. Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or

omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.

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

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

7.2. Limitation of Liability.

7.2.1. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECULATIVE OR REMOTE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.

7.2.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000.00). THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, EQUITY, TORT, OR OTHERWISE. THIS LIMITATION SHALL NOT APPLY TO: (A) ANY OBLIGATION OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT; (B) ANY CLAIM OR DAMAGE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (C) ANY CLAIM OR DAMAGE TO THE EXTENT COVERED BY AN INSURANCE POLICY REQUIRED IN THIS AGREEMENT; OR, (D) ANY CLAIM OR DAMAGE CAUSED BY VENDOR'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN THIS AGREEMENT.

7.2.3. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE LIMIT ON CITIZENS' LIABILITY FOR TORT CLAIMS UNDER SECTION 768.28, FLORIDA STATUTES.

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

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

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

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

8.3. Insurance Company Qualifications. Each company issuing policies required under this Section must: (i) be licensed to transact business in the State of Florida; and, (ii) have an AM Best Financial Strength rating of "A-" or above.

8.4. Citizens to be an Additional Insured. (intentionally deleted)

- 8.5. Waiver of Subrogation. The insurance required under this Section shall include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 8.6. Coverage for Indemnity Obligations. The Commercial General Liability coverages shall cover claims made under the indemnity provisions of this Agreement.
- 8.7. Notice of Cancellation or Change. To the extent practicable, the Commercial General Liability policies shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 8.8. Proof of Coverage. Upon request Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in this Section. The certificates for Commercial General Liability insurance must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

9. Contract Administration.

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

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

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

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

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

Vendor's Contract Manager
Ryan Ripley
Agile For Humans, LLC
3902 Summit Drive
Valpraiso, IN 46383

574-780-1850
ryan@agileforhumans.com

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

10. **Termination.**

- 10.1. **Termination without Cause.** By thirty (30) calendar days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) calendar days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed and accepted by Citizens through the Termination Date but shall not be entitled to charge for or recover any "wind-down" costs, cancellation charges, or damages, including lost profits or reliance damages.
- 10.2. **Termination for Cause.** Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the breaching Party, in writing, of the nature of the breach and provide a reasonable time certain to cure the breach. The cure period will generally be ten (10) calendar days from receipt of the notice, provided that a cure period is not required if a cure is not feasible as determined by the non-breaching Party or if the breaching Party has already been notified of the breach and given at least ten (10) calendar days to correct it. If the breaching Party does not cure the breach within the time provided by the non-breaching Party, and its breach is not legally excusable, the non-breaching Party may thereafter notify the breaching Party, in writing, that it considers the breaching Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 10.1.
- 10.3. **Scrutinized Companies; Termination by Citizens.** In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the "Scrutinized Companies with Activities in Sudan List;" (c) has been placed on the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;" (d) has been placed on the "Scrutinized Companies that Boycott Israel List;" (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel.

11. **Disputes.**

- 11.1. **Dispute Resolution Process.** Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. This section shall not apply if (i) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (ii) the dispute is subject to another provision in this Agreement that

includes a different dispute resolution process. For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.

- 11.2. Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The Parties also agree to waive any right to jury trial.
- 11.3. The provisions of this Section shall survive the termination of this Agreement.

12. Records; Audits; Public Records Laws.

- 12.1. Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) five (5) years after the termination of this Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.
- 12.2. Right to Audit and Inquire. Citizens shall have reasonable right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor also agrees to reasonably cooperate with any independent inquiries made by Citizens' Office of Internal Audit and Office of the Inspector General. Vendor shall cooperate with the requestor and provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during an audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audits to assess Vendor's corrective action(s). Any entity performing auditing services on behalf of Citizens pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Section. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees; and, documentary fees.
- 12.3. Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to disclosure to third parties.
- 12.3.1. Protection of Vendor's Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of Vendor's trade secrets and financial information. In order to protect any information provided to Citizens that Vendor considers to be protected from disclosure under Florida law ("Vendor's Confidential Information"), Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

- 12.3.2. Responding to Request for Vendor's Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to reimburse Citizens for any attorneys' fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third party's challenge to Vendor's assertion of an exemption under Florida's Public Records Laws.
- 12.3.3. Vendor's Duty to Forward Records Requests to Citizens. If Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

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

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

13. Miscellaneous.

- 13.1 Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens.

Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.

- 13.2 Vendor Conflicts of Interests. Vendor must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 13.3 No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 13.4 Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 13.5 Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 13.6 Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
- 13.7 Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 13.8 Headings. The sections and headings herein contained are for the purposes of identification only and shall not be considered as controlling in construing this Agreement.
- 13.9 Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website, and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a

special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.

- 13.10 Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 13.11 Modification of Terms. Except as otherwise provided for herein, this Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.
- 13.12 Assignments. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Vendor shall not sell, assign, or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of Citizens.
- 13.13 Force Majeure. Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party's reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted Party. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizens, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions.

Because of the nature of Citizens' business, Citizens requires that Vendor take every reasonable measure to avoid or minimize any delay or disruption under this Section,

including the timely activation of Vendor's business continuity and disaster recovery plans. Where Vendor fails to undertake such efforts, the delay or disruption shall be included in the determination of any service level achievement.

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

- 13.14 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.
- 13.15 Public Records Addendum ("Addendum"). Vendor agrees that the Addendum attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.
- 13.16 Entire Agreement. This Agreement, and any Task Orders, exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.

[Signature Page Follows]

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

CITIZENS PROPERTY INSURANCE

AGILE FOR HUMANS, LLC:

CORPORATION:

DocuSigned by:
Kelly Booten
7B6C7AA00007403...

Ryan Ripley

Signature

Signature

Kelly Booten

Ryan P Ripley

Print Name

Print Name

chief operating officer

President and Trainer

Title

Title

5/4/2021

04/19/2021

Date Signed

Date Signed

DocuSigned by:
Violet Bloom
F390B38167024A0...

Signature

violet bloom

Print Name

CHRO

Title

5/4/2021

Date Signed

Exhibit A – Vendor Course List

(An additional 20% discount will apply to the Standard Pricing below)

Course Name	Course Description	Virtual Delivery	Standard Pricing
Scrum.org Professional Scrum Foundations (PSF) Course	Please visit Scrum.org for the latest course description: https://www.scrum.org/courses/professional-scrum-foundations-training	YES	\$15,000.00
Scrum.org Professional Scrum Master (PSM I) Course	Please visit Scrum.org for the latest course description: https://www.scrum.org/courses/professional-scrum-master-training	YES	\$15,000.00
Scrum.org Professional Scrum Product Owner (PSPO) Course	Please visit Scrum.org for the latest course description: https://www.scrum.org/courses/professional-scrum-product-owner-training	YES	\$15,000.00
Scrum.org Professional Scrum Developer (PSD) Course	Please visit Scrum.org for the latest course description: https://www.scrum.org/courses/professional-scrum-developer-training	YES	\$15,000.00
Scrum.org Professional Scrum with Kanban (PSK) Course	Please visit Scrum.org for the latest course description: https://www.scrum.org/PSK	YES	\$17,500.00
Scrum.org Professional Agile Leadership Essentials (PAL-E) Course	Please visit Scrum.org for the latest course description: https://www.scrum.org/courses/professional-agile-leadership-essentials-training	YES	\$17,500.00
Scrum.org Professional Scrum Master II (PSM II) Course	Please visit Scrum.org for the latest course description: https://www.scrum.org/courses/professional-scrum-master-ii-training	YES	\$17,500.00
Scrum.org Professional Scrum Product Owner II (PSPO II) Course	Please visit Scrum.org for the latest course description: https://www.scrum.org/courses/professional-scrum-product-owner-advanced-mastering-product-owner-stances-training	YES	\$17,500.00
Scrum.org COMBO 3-Day Course (PSM I + PSPO I)	See descriptions of PSM and PSPO Offerings. This is a 3-day combo offering of the PSM and PSPO courses. Please visit ProKanban.org for the latest course description:	YES	\$25,000.00
ProKanban.org Applying Professional Kanban (APK) Course	Please visit ProKanban.org for the latest course description: https://prokanban.org/applying-professional-kanban/	YES	\$17,500.00

****Pricing INCLUDES all training fees for the courses and assumes up to 30 students per course.**

**** At this time, Agile for Humans, LLC is not providing in person courses due to the COVID-19 pandemic.**

Future Course List and Prices

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

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

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

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

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

The Parties agree to the following:

MASTER AGREEMENT: This Task Order is directly related and subject to the Lean, Agile, and Continuous Improvement Training Services Agreement No. 21-20-0017-11 between the Parties (the “Master Agreement”).

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

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

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

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

**CITIZENS PROPERTY
INSURANCE CORPORATION:**

Agile For Humans, LLC:

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

TITLE:

TITLE:

DATE:

DATE:

DRAFT

ADDENDUM 1
PUBLIC RECORDS ADDENDUM (“ADDENDUM”)

Company Name (“Vendor”): Agile For Humans, LLC
Agreement Name/Number (“Agreement”): 21-20-0017-11 Lean, Agile, and Continuous Improvement Training Services Agreement
Primary Vendor Contact Name: Ryan Ripley
Telephone: 574-780-1850
Email: ryan@agileforhumans.com

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

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

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

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

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