



Legal Services Department
 2101 Maryland Circle
 Tallahassee, FL 32303

AGREEMENT # 21-21-0012-28 FOR
CLAIMS LEGAL SERVICES

This Agreement establishes the terms and conditions for the provision of Claims Legal Services between Citizens Property Insurance Corporation (“**Citizens**”) and the following law firm (“**Firm**”): Goede, Adamczyk, DeBoest & Cross, PLLC.

- 1. Scope of Engagement:** The scope of Firm’s engagement is to provide legal services related to the Service Area(s) identified below, as set forth in this Agreement and any other written communication by Citizens authorizing Firm to perform hereunder. Citizens will not guarantee how many assignments, if any, will be made to the Firm under this Agreement.

Service Area(s) for which Firm is authorized to provide Claims Legal Services on behalf of Citizens:

First Party Property (including EUO)	Yes
Third Party Liability (including EUO)	No
Subrogation	No
Appellate	No

- 2. Term:** The initial term of this Agreement commences on February 3, 2022 (the “Effective Date”) and expires at 11:59 pm February 2, 2027. This Agreement may be renewed upon mutual agreement for two (2) additional renewal periods of one (1) year each.

With the exception of fees, as further described in Section 3.a., if the Firm was representing Citizens on Claims Legal Services matters prior to the Effective Date of this Agreement (“Prior Matters”), the services performed on such prior matters following the Effective Date will be governed by the terms of this Agreement.

- 3. Fees and Expenses:**

- a. Rates for Service.** Citizens hereby approves the following billing rates for Claims Legal Services. Any changes must be pre-approved by Citizens in writing; unilateral rate increases will not be honored. **Citizens reserves the right, as a cost containment measure, to negotiate a fixed fee or reduced rates for any particular assignment.**

The fees in this Agreement will apply to all Claims Legal Services matters assigned on or after the Effective Date and do not apply to Claims Legal Services matters assigned to the Firm prior to the Effective Date.

“Complex Matters” include matters that are complex in nature or involve Firm’s unique skills/resources. Firm must obtain Citizens’ written consent in advance of

charging the “Complex Matters” hourly rates. **Citizens, at its sole discretion, will determine whether a matter qualifies for “Complex Matter” rates at the time of assignment.**

Citizens allows for two designations for billing attorney time, Partner and Associate. The Partner rate shall only be applied to those individuals who possess the experience and qualifications to handle matters at a level traditionally associated with an attorney holding a Partner designation. The attributes that contribute to an attorney possessing the experience and qualification to bill for services at a Partner rate include the following: (1) the ability to handle matters with minimal to no oversight from another attorney within the firm and the ability to exercise independent judgment without the need for extensive consultation with other attorneys within the firm, (2) considerable experience handling all facets of litigation in the practice area for which they are providing services, and (3) responsibility for supervising other attorneys within the firm. **In no event will Citizens allow/consider an attorney to bill at a Partner rate if that attorney has been admitted to the practice of law for less than five (5) years and does not hold the designation of “Partner” within the firm.**

First Party Property General Matters (Hourly Rate):

	Partner	Associate	Paralegal
February 3, 2022 – February 2, 2025	\$196	\$162	\$93
February 3, 2025 – February 2, 2027	\$204	\$169	\$97
February 3, 2027 – February 2, 2028	\$204	\$169	\$97
February 3, 2028 – February 2, 2029	\$212	\$174	\$101

First Party Property Complex Matters (Hourly Rate):

	Partner	Associate	Paralegal
February 3, 2022 – February 2, 2025	\$274	\$181	\$93
February 3, 2025 – February 2, 2027	\$285	\$188	\$97
February 3, 2027 – February 2, 2028	\$285	\$188	\$97
February 3, 2028 – February 2, 2029	\$297	\$196	\$101

Third Party Liability General Matters (Hourly Rate):

	Partner	Associate	Paralegal
February 3, 2022 – February 2, 2025	N/A	N/A	N/A

February 3, 2025 – February 2, 2027	N/A	N/A	N/A
February 3, 2027 – February 2, 2028	N/A	N/A	N/A
February 3, 2028 – February 2, 2029	N/A	N/A	N/A

Third Party Liability Complex Matters (Hourly Rate):

	Partner	Associate	Paralegal
February 3, 2022 – February 2, 2025	N/A	N/A	N/A
February 3, 2025 – February 2, 2027	N/A	N/A	N/A
February 3, 2027 – February 2, 2028	N/A	N/A	N/A
February 3, 2028 – February 2, 2029	N/A	N/A	N/A

EUO Assignments (Flat Fee):*

Examination of one (1) person	\$1,750
Examination of additional persons	\$625 each additional person

*Flat fee EUOs include all EUOs arising out of all residential policies issued by Citizens. At Citizens' discretion, EUOs arising out of residential matters deemed complex by Citizens' will be compensated at the General or Complex hourly rate, as described above. EUOs arising out of commercial and commercial-residential policies are not included in the EUO Flat Fee agreement. Citizens will compensate EUO services arising out of commercial and commercial-residential policies, including EUOs arising out of claims made by insured condominium associations, at the General or Complex hourly rate, as described above. In the event EUO representation concludes prior to the completion of the scheduled EUO, such as a decision by Citizens not to pursue the EUO or the insured(s) fails to attend/participate, then Citizens will compensate the Firm for EUO representation in accordance with the First Party Property General Matter hourly rates, not to exceed \$1,750 in total compensation for the EUO representation. The hourly rate applied in these circumstances, not to exceed \$1,750 in total compensation, is inclusive of all witnesses involved in the assignment.

Subrogation (Maximum Contingency Fee):**

Claim Amount	Pre-Suit Collection	Litigation	Litigation with Appeal
Less than \$15,000	N/A	N/A	N/A
\$15,001 - \$100,000	N/A	N/A	N/A
\$100,001 +	N/A	N/A	N/A

**Contingency fees shall be based on the amount of the initial claim and the stage through which the Firm has provided services to recover on the claim. Fee percentages will be negotiated at the outset of the assignment. Payment will be made based on the gross amount of funds actually collected by Citizens for assigned claim. *In addition to the contingency fees, Citizens will pay Firm's litigation expenses as those expenses are incurred and invoiced to Citizens, to the extent allowed in Exhibit A, Citizens' Guidelines for Claims & Litigation Legal Services.*

Appellate Services (Hourly Rate):

	Partner	Associate	Paralegal
February 3, 2022 – February 2, 2025	N/A	N/A	N/A

February 3, 2025 – February 2, 2027	N/A	N/A	N/A
February 3, 2027 – February 2, 2028	N/A	N/A	N/A
February 3, 2028 – February 2, 2029	N/A	N/A	N/A

- b. Collections Matters.** Upon mutual agreement, Firm may be engaged to pursue collection of a judgment or claim against a third party. Citizens is not obligated to hire Firm to pursue collections, nor is Firm is not obligated to accept a request to pursue collections. Fees may be based on the hourly rates set forth above, or on a contingency fee arrangement established at the time of assignment in accordance with applicable Florida Bar regulations.
- c. Reimbursement of Travel Expenses.** To the extent Citizens agrees to reimburse Firm’s pre-approved expenses for travel, Firm agrees to comply with the travel reimbursement provisions set forth in **Exhibit A, Citizens’ Guidelines for Claims & Litigation Legal Services**. Firm shall be solely responsible for reimbursing all attorneys or paralegals performing services under this Agreement for their travel expenses. Except as otherwise directed by Citizens, the Firm will submit travel expenses for reimbursement through the use of the online billing services employed by Citizens.
- 4. State Government Entity:** Firm acknowledges that Citizens is established pursuant to its enabling statute, F.S. 627.351(6), and is subject to certain, but not all, laws applicable to state government entities.
- a. Citizens’ Code of Ethics:** Firm acknowledges and agrees to the following ethical restrictions:
- i. Firm will not give a gift to a Citizens employee or member of Citizens’ Board of Governors;
 - ii. Firm will not accept a gift from a Citizens policyholder that is, or could be interpreted to be intended to influence Firm’s handling of their claim or could be interpreted as an expression of gratitude for such an act;
 - iii. Firm will not have a relationship with a Citizens employee or Board member that qualifies as a conflict of interest unless an exception is granted; and,
 - iv. Firm will promptly contact Citizens’ Legal Department if an exception or interpretation is needed. An exception granted by Citizens must be confirmed in writing.

- b. Public Records:** Firm acknowledges and agrees that Citizens is subject to Chapter 119, Florida Statutes, regarding public record requests (“PRRs”); therefore, any information provided to Citizens may fall within the disclosure requirements of Chapter 119, Florida Statutes. Firm must clearly label and mark each page or section of information provided to Citizens that contains Firm’s trade secrets or which Firm otherwise believes is confidential or exempt from Chapter 119, and s. 24(a), Art. I., State Const. (“Firm’s Confidential Information”).

If Citizens receives a PRR or request from any regulatory or legislative entity regarding Firm’s Confidential Information it shall promptly notify Firm in writing, or electronically. The parties agree (to the extent permitted by law) that Citizens shall not produce Firm’s Confidential Information unless authorized by Firm, or by order of a Court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Firm’s Confidential Information, the parties agree that Citizens is authorized to deliver Firm’s Confidential Information to the Court or other legal tribunal for disposition. If Firm continues to assert in good faith that Firm’s Confidential Information is confidential or exempt from disclosure or production pursuant to Chapter 119, Florida Statutes, then Firm shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Firm’s position. Firm also agrees to indemnify and hold harmless Citizens for any award, damages, fines, fees, penalties or impositions of whatsoever nature or kind and all costs and fees, including attorney’s fees, incurred by Citizens in connection with this section.

If Firm receives a PRR that is in any way related to this Agreement, Firm agrees to immediately notify Citizens’ Record Custodian and forward the PRR to Citizens’ Record Custodian for logging and processing. Citizens’ Records Custodian’s email address is: Recordsrequest@citizensfla.com. Citizens shall be the party responsible for coordinating the response and production to the PRR. Firm shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements.

As described in **Exhibit A, Citizens’ Guidelines for Claims & Litigation Legal Services**, various exemptions to the Public Records Laws may apply for legal files. Firm therefore agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Chapter 119, Florida Statutes.

- c. Right to Review Firm’s Records:** Citizens, and other government entities and individuals authorized by law such as the State of Florida Auditor General, shall have the right to review and audit any of Firm’s business books, works or documents specifically related to work performed under this Agreement (“**Firm’s Records**”), upon reasonable written notice of at least three (3) business days. Firm shall not unreasonably delay or inhibit Citizens’ right to review and audit as set forth in this section. Firm agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Firm’s compliance with this

Agreement which results in termination for cause or in regulatory or criminal penalties in connection with performance of the Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Firm shall not be responsible for any costs of investigations that do not result in termination for cause or in regulatory or criminal penalties in connection with performance of the Agreement.

- d. Immunity:** Except for breach of contract claims under this Agreement, nothing in this Agreement shall be deemed to waive the Citizens' immunity as set forth in its enabling statute and as otherwise provided by law.
- 5. Exhibit A, Citizens' Guidelines for Claims & Litigation Legal Services:** Firm agrees to and shall be subject to the terms set forth in **Exhibit A, Citizens' Guidelines for Claims & Litigation Legal Services**, and all subsequent amendments thereto received by Firm. Citizens, at its sole discretion, reserves the right to amend these guidelines at any time during the term of the Agreement. Such amendments to the guidelines do not require a formal amendment to this Agreement. If Firm does not agree with such amendments, it must promptly notify Citizens and exercise its right to terminate this Agreement as provided herein.

Failure to adhere to the terms of this Agreement, including the terms set forth in Exhibit A (as amended from time to time), may result in the withholding of payments due to Firm under this Agreement, to the extent necessary to cover any potential damages or costs to Citizens.

- 6. Assignment / Subcontracting:** Firm may not assign or subcontract its rights or obligations without first obtaining the written permission of Citizens.
- 7. Retention of Firm's Records:** Firm shall retain Firm's Records for the longer of: (a) three (3) years after the expiration of the Agreement; (b) the period required by the General Records Schedules adopted in Citizens' Records Management Policy; or (c) the period required by the Florida Bar Rules, General Accounting Principles, or any other relevant provisions of law. Citizens' Records Management Policy can be found at <https://www.citizensfla.com/vendors>.
- 8. Security and Confidentiality:** Firm acknowledges and agrees that certain information disclosed by Citizens to Firm in the course of this Agreement is confidential and exempt from Florida Public Record laws contained in Chapter 119, Florida Statutes, and may contain other proprietary or Trade Secret information. Firm further agrees that this information, together with any data and documentation, including all nonpublic personal information such as to be subject to the provisions of Section 627.351(6), Fla. Stat., and 15 U.S.C. §§6801 et seq., and further including, without limitation, all information, data, and documentation related to manuals, lists, policyholder information, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, and business, governmental, and regulatory matters of Citizens are confidential

(“**Citizens’ Confidential Information**”). Firm shall not use, disclose, communicate, possess, transmit, copy or reproduce any of Citizens’ Confidential Information, and shall not permit any third parties or business entities to disclose, distribute or otherwise transmit Citizens’ Confidential Information, in whole or in part, in any manner, except as necessary to perform the legal services under this Agreement or as otherwise expressly permitted by Citizens.

Firm agrees to exercise a high level of care sufficient to protect Citizens’ Confidential Information, documents, files, system programs, or data in any form from unauthorized disclosure. The unauthorized sale, disclosure, duplication, or use of this information is grounds for immediate termination of the Agreement as a material breach. This provision shall not apply to documentation, information or material that: (1) is publicly available through no fault of Firm; or (2) Firm developed independently without relying in any way on Citizens’ Confidential Information. To ensure confidentiality, Firm shall take appropriate steps to notify and train its personnel, agents, and subcontractors.

Firm acknowledges and agrees that Citizens will suffer irreparable harm and that monetary damages will not be adequate to compensate Citizens, in the event Firm fails to comply with the terms of this section. Accordingly, in addition to any other remedies available to it at law or in equity, Citizens shall be entitled to injunctive relief to enforce the provisions of this section and the Agreement.

Firm is not subject to any action by Citizens if disclosure of any such information or documents is at the direction of Citizens when necessary and appropriate to (1) service an insurance claim, (2) respond to a discovery request in a litigated matter, or (3) comply with a Court Order.

This section shall survive the termination or expiration of the Agreement, regardless of the reason for termination or expiration.

- 9. Indemnification:** Firm shall be fully liable for the actions of its agents, employees, partners, or subcontractors, and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the negligent acts or omissions or willful misconduct of Firm, its agents, employees, partners, or subcontractors, provided, however, that Firm shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Citizens.

Further, Firm shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, Trade Secret or intellectual property right.

Firm's obligations under the preceding two paragraphs of this section with respect to any legal action are contingent upon Citizens giving Firm (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Firm's sole expense, and (3) assistance in defending the action at Firm's sole expense. Firm shall not be liable for any cost, expense, or compromise incurred or made by Citizens in any legal action without Firm's prior written consent, which shall not be unreasonably withheld.

10. **Professional Liability Insurance:** Firm shall maintain in effect, at its sole expense, professional liability insurance with an aggregate limit of no less than \$1,000,000. Within thirty (30) days of Agreement execution and upon renewal, Firm shall provide Citizens with a proof of coverage.
11. **Compliance with Law:** Firm will comply with all applicable laws, ordinances, rules, and regulations governing Firm's duties or responsibilities under this Agreement. Firm is responsible for ensuring that all persons who perform services for Citizens under this Agreement are properly licensed and are in compliance with all applicable laws governing their conduct.
12. **Professional Code:** Firm shall ensure that its personnel providing services under this Agreement comply with applicable standards of ethics and rules of professional responsibility, including the Florida Rules of Professional Conduct promulgated by the Florida Supreme Court for attorneys practicing in Florida. Such standards include rules related to conflicts of interest and confidentiality that are intended to protect Citizens and Citizens information.
13. **Use of Citizens' Name and Logo:** Firm 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, Firm 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 Firm 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 Firm cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in disciplinary action, up to and including Agreement termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.
14. **Modification of Terms:** The Agreement may only be modified or amended upon mutual written agreement of Citizens and Firm. No oral agreements or representations shall be valid or binding upon Citizens or Firm.
15. **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.

- 16. 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 State courts sitting in Tallahassee, Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. THE PARTIES ALSO AGREE TO WAIVE ANY RIGHT TO JURY TRIAL.
- 17. Termination:**
- a.** Citizens may cancel or terminate this Agreement at any time upon advance written notice to Firm. After receiving such notice, Firm will cease to render services to Citizens as soon as allowed by applicable law and ethical and/or court rules, which may include court approval of our withdrawal from litigation.
 - b.** Firm reserves the right to withdraw from its representation if, among other things, Citizens should fail to honor the terms of its engagement, fail to cooperate or follow Firm's advice on a matter Firm considers material, or if any circumstance arises that would in our view render Firm's continuing representation unlawful, unethical, or undesirable.
 - c.** If Firm elects to withdraw, and in the event of any other termination, Citizens will take all steps necessary to relieve Firm of any obligation to perform further, including the retention of substitute counsel.
 - d.** A termination of Firm's services will not affect Citizens' responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to Citizens or to other counsel.
- 18. Dispute Resolution:** Firm acknowledges and agrees that Citizens is not an agency for purposes of the Florida Administrative Procedures Act, Chapter 120 of the Florida Statutes. Prior to commencing any litigation relating to the terms of the Agreement the parties agree that they will attempt to resolve any dispute through non-binding mediation. The parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each party shall in good faith attempt to resolve the disagreement and exhaust all applicable administrative remedies prior to the filing of a lawsuit or commencing a legal action. This section shall not apply to the extent the delay in commencing a legal action could reasonably be expected to result in irreparable harm to a party.
- 19. Warranty of Authority:** Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

- 20. Warranty of Ability to Perform:** Each party 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 the party's ability to satisfy its contractual obligations.
- 21. Force Majeure:** A party shall not be liable for delays in performance to the extent (i) the delay was not caused by the negligence of that party or its employees or agents, and (ii) the delay is due directly to acts of God, wars, acts of public enemies, fires, floods, or other similar cause wholly beyond that party's control. Each party must promptly advise the other in writing of any such delay or potential delay and describe the cause thereof. No claim for damages, other than for an extension of time, may be asserted by a party affected by such delays.
- 22. Contract Administrator:** Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. The Citizens' Contract Manager may designate other authorized individuals to participate in overseeing the Firm's performance hereunder. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management and Purchasing
Citizens Property Insurance
301 West Bay Street, Suite 1300
Jacksonville, Florida 32202
(904) 407-0225
lori.newman@citizensfla.com

Citizens shall provide written notice to Firm of any changes to the Contract Administrator; provided, such changes shall not be deemed Amendments.

- 23. Contract Managers:** Each party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Agreement. The Citizens' Contract Manager may designate other authorized individuals to participate in overseeing the Firm's performance hereunder. As of the Effective Date, Citizens' and Firm's Contract Managers are as follows:

Citizens' Contract Manager
John Cipolla, Assistant Director - Vendor Relationship Management
301 W. Bay Street, Suite 1300
Jacksonville, FL 32202
(904) 407-0476
John.Cipolla@citizensfla.com

Firm's Contract Manager
Harris Katz

6609 Willow Park Drive
Naples, FL 34109
(561) 368-9200
hkatz@gadclaw.com

24. **Execution in Counterparts:** The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
25. **Severability:** If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
26. **Inconsistencies:** This Agreement controls, to the extent of any inconsistencies, any engagement letter, work assignment, or other legal services agreement.
27. **Notice of Material Adverse Change:** Firm agrees to notify Citizens in writing of any “Material Adverse Change” to Firm within ten (10) days of said change. A “Material Adverse Change” means: (i) a change in the business operations or financial condition of Firm which negatively impacts its capacity to meet its professional or financial obligations; (ii) any material impairment of human or material resources necessary to perform legal services under this Agreement; or (iii) any occurrence or event relating to Firm or a senior level attorney that adversely reflects on Firm’s reputation or standing in the community.

A Material Adverse Change includes, but is not limited to:

- a. the filing by Firm of a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors to take advantage of any bankruptcy, insolvency, readjustment of debt;
- b. the departure from Firm of a senior level attorney who oversees Citizens assignments and provides a substantial amount of the legal services rendered to Citizens;
- c. Changes in staffing resulting in the Firm having less than three (3) full-time attorneys licensed to practice law in the State of Florida who are currently practicing in the Service Areas described in Section 1. [This does not apply to Firms providing Appellate Services only.];
- d. a senior level attorney receiving an adjudication of guilt by a court of competent jurisdiction of any crime that is a felony or a misdemeanor involving moral turpitude under any state or federal law; or
- e. a senior level attorney receiving disciplinary measures pursuant to Rules Regulating the Florida Bar, including admonishment, probation, public reprimand, suspension, or disbarment, or the filing by a senior level attorney for disciplinary revocation.

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

If Firm is dissolved during the term of this Agreement, Firm shall notify Citizens' Contract Manager at least thirty (30) days prior to dissolution. At its sole discretion, Citizens reserves the right to (1) withhold written permission to assign this Agreement to any successor firm(s) and (2) determine whether any successor firm(s) will retain pending assignments.

28. Credentialing: Firm shall be required to access Citizens' online vendor credentialing system ("CAIS") to input, update and maintain certain information about Firm and the persons who will perform work related to this Agreement ("Staff"), as provided below and in **Exhibit B** attached hereto.

a. Staff Credentialing Requirements. Firm shall ensure that all credentialing requirements are met by its Staff. Citizens may change the credentialing requirements and/or procedures as it deems appropriate in response to changing business, regulatory and technological requirements and conditions.

- i. Firms will be provided CAIS access to upload all required documentation (based on Staff position) for Citizens' approval.
- ii. Citizens will review each submission for compliance with minimum criteria outlined in this Agreement.
- iii. Staff who meet the minimum criteria will be placed in an "Approved" status.

b. Other Requirements.

- i. Within thirty (30) days of execution of this Agreement, Firm shall:
 1. Upload into CAIS the required information for each Staff person submitted on behalf of Firm to perform work under the Agreement. The specific credentialing requirements for each role are outlined in in **Exhibit B**, attached hereto.
 2. Upload into CAIS Firm's proof of insurance that meets the insurance requirements of this Agreement.
- ii. Firm will have a continuing obligation to (i) provide updated or new information for any uploaded items that expire, and (ii) upload the necessary forms for each new staff person prior to such persons accessing Citizens' systems or performing services on behalf of Citizens.
- iii. **A summary of these Credentialing requirements is attached as Exhibit B.**

- 29. 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.

Signature Page Follows

Agreed and accepted:

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

DocuSigned by:
Jay Adams
52094D08E5B7478...

Signature

Jay Adams

Typed Name

Chief Claims Officer

Title

2/3/2022

Date Signed

On behalf of **Goede, Adamczyk, DeBoest & Cross, PLLC**, by:

Harris Katz

Signature

Harris Katz

Typed Name

Managing Partner

Title

2/2/2022

Date Signed

DocuSigned by:
Timothy M. Cerio
846654E142F14C9...

Signature

Timothy M. Cerio

Typed Name

General Counsel

Title

2/4/2022

Date Signed

ADDENDUM 1
PUBLIC RECORDS ADDENDUM (“ADDENDUM”)

Goede, Adamczyk, DeBoest & Cross, PLLC
21-21-0012-28
Harris Katz
(561) 368-9200
hkatz@gadclaw.com

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

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

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

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

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