

**CONTRACTOR SERVICES AGREEMENT
BROKER SERVICES FOR PROPERTY AND CASUALTY INSURANCE**

This Contractor Services Agreement (this "Agreement") is made as of the date signed by both parties below (the "Effective Date"), by and between Florida Housing Finance Corporation ("FHFC"), a public body corporate and politic of the State of Florida, pursuant to Section 420.504, Florida Statutes, located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301-1329, and Hub Public Risk, Inc. FKA as Rogers, Gunter, Vaughn Insurance, an Illinois corporation with its principal place of business at 1117 Thomasville Road, Tallahassee, FL 32303 ("Contractor" or "Supplier"), individually or collectively referred to as "party/parties".

1.0 Term of Agreement

The term of this Agreement is from the Effective Date, December 4, 2024, through December 3, 2029. Under no circumstances shall this Agreement automatically renew. Should the parties wish to continue services of the Agreement, both parties shall mutually sign a document stating its renewal for a period not to exceed five years.

2.0 Scope of Work/Compensation

- 2.1 The services to be provided under this Agreement (the "Work" or "Services") are described in **Schedule A** attached and incorporated herein or in a proposal, applicable order or services order form(s) accepted by FHFC.
- 2.2 Contractor shall be paid for their services by the insurers or brokers in accordance with standard commission agreements between Contractor and insurers or brokers, in an amount not to exceed 15 percent of the total premium. Each year when insurance premiums are provided to FHFC for the subsequent year, Contractor will include a report showing the commissions and any other fees earned by the Contractor for delineated insurance.
- 2.3 FHFC will pay Insurers or Contractor upon receipt of invoices for insurance premiums or services performed in accordance with approved premium payment schedules as required by respective insurers.
- 2.4 The performance by FHFC of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purpose of the Agreement for the current and future periods. FHFC shall provide notice to the Contractor of the non-availability of such funds and the intent to terminate the Agreement when FHFC has such knowledge. Upon receipt of such notice by Contractor, Contractor shall be entitled to payment only for those services performed prior to the date notice is received. The determination of whether funds are available shall be made in the sole discretion of FHFC.
- 2.5 The State of Florida, and FHFC, is a tax immune sovereign and exempt from the payment of all sales, use, or excise taxes within the State of Florida. The Contractor is solely responsible for taxes required to perform under this Agreement, as well as all taxes on net income earned through this Agreement.
- 2.6 If FHFC agrees to directly reimburse Contractor for travel, meals, lodging, and other expenses under this Agreement, such expenses must be documented. Documentation must be submitted with Contractor receipts, unless otherwise directed. All such expenses must be paid in accordance with Section 112.061, Florida Statutes and FHFC policy and regulation, as applicable. Any non-documented expenses and/or expenses incurred outside the method and/or in excess of the amounts prescribed by Florida law or FHFC policy and regulation will be borne by Contractor.
- 2.7 FHFC shall determine the accuracy of all invoices. Payment will be tendered only for services or the portion of services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission. Except where stipulated otherwise on the PO and/or Schedule A, address all invoices to:

Florida Housing Finance Corporation
Attn: Cynthia Moran
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
Email: Cynthia.Moran@floridahousing.org

- 2.8 Contractor will not incur costs for performance of services in excess of the amounts set forth in the proposal, applicable order or services order form(s) without prior written approval of FHFC's Authorized Representative under this Agreement, who is:

Angeliki G. Sellers
227 N. Bronough St., Ste. 5000
Tallahassee, FL 32301-1329
Email: Angie.Sellers@floridahousing.org

3.0 **Requirements of Performance**

3.1 Independent Contractor

In performing services under this Agreement, Contractor is and will be deemed an independent contractor. Contractor will not act as nor be an agent or employee of FHFC. Contractor will be solely responsible for determining the means and methods for performing the services described in Schedule A or in the proposal, applicable order or services order form(s).

3.2 No Assignment

This Agreement may not be assigned by Contractor.

3.3 Risks/Insurance

3.3.1 All of Contractor's activities will be at its own risk.

3.3.2 Contractor is hereby given notice of its responsibility for arrangements to guard against physical, financial, and other risks as appropriate.

3.3.3 Contractor will maintain workers' compensation insurance as required by Florida Worker's Compensation Law and will maintain standard commercial general liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, business automobile insurance for owned and non-owned vehicles with coverage of not less than \$1,000,000 single limit and Property Damage Liability with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Upon FHFC's request, Contractor shall provide to FHFC's Authorized Representative a certificate of insurance evidencing the coverage required herein prior to performing any services under this Agreement.

3.3.4 Contractor will ensure that any subcontractors engaged to perform services through Contractor have workers' compensation, commercial general liability, property damage and business automobile insurance in the amounts and as otherwise provided in this Agreement. Contractor agrees to indemnify, hold harmless, and defend FHFC against any and all claims or losses as a result of the failure of any subcontractor to have and maintain such insurance during the performance of any subcontracted services under this Agreement.

3.4 Standard of Care/Observance of Laws

- 3.4.1 Contractor warrants that it will perform its services under this Agreement utilizing the professional care, skill, and diligence normally provided by similarly situated Contractors performing similar services.
- 3.4.2 In the performance of the Agreement, Contractor shall, at its own expense, and at all times during the term of the Agreement: (a) comply with all applicable international, federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements as applicable and required within Contractor's industry standard, as well as all applicable FHFC policy and regulations; and (b) have all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement.
- 3.4.3 Contractor will, and will advise its employees, agents and personnel providing services hereunder of their responsibility to, observe and abide by (a) all applicable laws and regulations; and (b) all rules and policies of FHFC while on its premises. Contractor shall ensure that all employees have current background checks and criminal records checks at Contractor's sole expense. All such FHFC onboarding requirements and prescreening must be in place before site or other access will be authorized.

3.5 Time of Performance

Services will be provided in a timely manner and in accordance with the timeframes specified within the contract. Contractor will notify FHFC promptly of any anticipated delay in performance of services and will utilize its best efforts to mitigate any such delay.

3.6 Correction of Work

If within one year of completion and acceptance of the Work by FHFC (or, for those systems, materials, products, components or services for which a longer warranty or guarantee period is specified in Schedule A, within those longer periods following completion and acceptance of the Work), any of the Work is found not to be in accordance with the requirements of this Agreement, including but not limited to the specifications and descriptions set forth in Schedule A, Contractor shall correct such Work promptly after receipt of written notice from FHFC to do so, unless FHFC has previously given Contractor a written acceptance of such condition. If Contractor fails to correct nonconforming Work within a reasonable time after notice from FHFC, FHFC may correct such Work and shall be entitled to reimbursement from Contractor for all costs associated with such correction.

4.0 Confidentiality/Ownership of Performance Materials/Use of Name and Marks

- 4.1 Contractor agrees to execute all papers and to perform such other acts as FHFC may deem necessary to secure the rights assigned and will not use the material for any purpose other than that set forth in this Agreement.
- 4.2 Upon the expiration or termination of this Agreement, Contractor will immediately deliver to FHFC all Performance Materials, all Confidential Information in Contractor's possession and all other property belonging to FHFC.
- 4.3 Unless expressly and specifically authorized in writing by FHFC in advance, Contractor is prohibited from (a) using FHFC's name, trademarks, logos, or other marks (collectively herein known as the "Marks"); (b) incurring any debt or obligation on behalf of FHFC (c) entering into any contract, arrangement, or transaction which binds FHFC to any extent or creates any obligation on FHFC; and (d) utilizing FHFC's name, credit, reputation, good-will, resources, and/or assets for any purpose

without the prior and explicit written approval of FHFC. Authorizations given by FHFC shall automatically terminate upon termination of Agreement.

- 4.4 The provisions of this Section 4 shall survive expiration and termination of this Agreement. In the event of a breach or threatened breach of the paragraphs of this section, Contractor acknowledges that FHFC will not be fully compensated by money damages alone, and accordingly, FHFC, in addition to other available legal or equitable remedies, is entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

5.0 **Termination and Suspension**

5.1 Termination

- 5.1.1 FHFC may terminate this Agreement in whole or in part for any reason, including convenience, upon thirty (30) days prior written notice without penalty or cause. FHFC shall be liable only for payment for service rendered prior to the effective date of termination.
- 5.1.2 Upon termination, the obligations of FHFC and Contractor to one another under this Agreement, or under the part of this Agreement that is terminated, as applicable, will cease, except for those obligations which, by their nature, survive termination, including without limitation those set forth in Section 4 above.
- 5.1.3 If only a part of this Agreement is terminated by FHFC, Contractor will continue to perform all services applicable to any part of the Agreement not terminated.
- 5.1.4 In no event will FHFC be liable to Contractor for any anticipated profits in connection with any termination of this Agreement in whole or in part by FHFC.

5.2 Suspension

- 5.2.1 FHFC reserves the right to suspend this Agreement in whole or in part for its convenience upon giving seven business day's advance written notice to Contractor.
- 5.2.2 Contractor promptly will advise FHFC in writing of any costs it will necessarily incur as a result of FHFC's suspension. Any reimbursement of such costs will be limited to Contractor's necessary and reasonable costs incurred as a direct result of the suspension and will be subject to FHFC's verification and approval.
- 5.2.3 Contractor will resume performance of services under this Agreement promptly upon written notice from FHFC.

6.0 **Changes or Amendments**

- 6.1 FHFC may, at any time, make changes to the scope of services to be provided under this Agreement by an amendment or order in writing given to Contractor by FHFC's Authorized Representative ("Change Order" or "Amendment").
- 6.2 Contractor and FHFC will negotiate an equitable adjustment, if appropriate, in accordance with the terms of this Agreement for services covered by any Change Order.
- 6.3 No payment for any changes will be made unless performed pursuant to a Change Order.

7.0 **Indemnification**

- 7.1 To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless FHFC from any claim, damage, liability, injury, expense, or loss arising out of Contractor's performance under this Agreement, except to the extent caused by the negligence of FHFC.
- 7.2 The Contractor, without exception, additionally agrees to indemnify and holds harmless FHFC from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by FHFC. If the Contractor uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the Contract pricing shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. Contractor also shall indemnify and hold harmless FHFC and the FHFC Board of Trustees and FHFC's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against FHFC by any person or persons whomsoever on account of FHFC's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

8.0 **Complete Understanding/Modification or Amendment**

- 8.1 This Agreement constitutes the complete understanding of the parties and supersedes any prior agreements. This Agreement may be altered, modified or amended in writing, and must be signed or initialed and approved by all signatories of the Agreement to be effective.
- 8.2 This Agreement will be governed by the laws of the State of Florida without giving effect to its conflict or choice of laws rules. Any actions arising out of the Agreement shall be brought exclusively in the state or federal courts located in Leon County, Florida.

9.0 **Dispute Resolution**

Should a dispute between Contractor and FHFC arise in connection with this Agreement, Contractor and FHFC agree to use their best efforts to resolve the dispute through negotiation. If the dispute cannot be resolved through negotiation, Contractor and FHFC agree such disputes between the parties shall be submitted to arbitration. Such arbitration will be conducted pursuant to the rules of the American Arbitration Association then in force, in Leon County, Florida. The parties agree that each party shall be responsible for its own attorney's fees, costs, and charges arising out of litigation, arbitration, or any dispute relative to the Agreement, regardless of outcome, provided however that the parties shall be equally responsible for the Arbitrator's fees and costs.

10.0 **Non-Solicitation/Non-Competition**

During the term of this Agreement and for a period of 180 days after termination, Contractor agrees not to solicit the services of or employ any employee of FHFC with whom Contractor has had contact, in the course of Contractor's services to FHFC.

11.0 **Right to Enter**

Each party hereby represents that it has the right to enter into this Agreement, and to grant all of the rights herein granted.

12.0 **Severability**

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect.

13.0 **E-Verify**

FHFC is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same, as required by Section 448.095, Florida Statutes.

14.0 **Federal and State Compliance Provisions**

14.1 If applicable, Contractor agrees to comply with applicable Federal law and regulations pertaining to the procurement of goods and services.

14.2 Contractor affirms to the best of their knowledge and belief, that the business or payee identified in this contract and its principals are not presently debarred, suspended, proposed for debarment ineligible, or voluntarily excluded by any Federal Department or Agency. To the extent this assertion proves inaccurate, FHFC may, in its sole discretion, terminate this agreement without penalty to FHFC.

14.3 Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work under a contract or transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date first placed on the list.

14.4 No funds, compensation or other resources received in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Contractor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Agreement..

14.5 The Contractor understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

14.6 Countries of Foreign Concern. The Contractor attests, under penalty of perjury, that it does not use coercion for labor or services as defined in Section 787.06, Fla. Stat.

14.7 Prohibition of Using Coercion for Labor or Services. The Contractor attests, under penalty of perjury, that it does not use coercion for labor or services as defined within Section 787.06, Florida Statutes.

15.0 **Accessibility Requirements**

Contractor shall comply with the Americans Disabilities Act 1990 ("ADA") and if applicable, the Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 and/or 2.1 ("WCAG"). Contractor shall ensure that any and all products and/or services, including applicable updates and/or upgrades, are implemented in a manner that does not compromise product accessibility.

16.0 **Independent Audit**

FHFC will have the right, to audit Contractor's fee and expense information and work product materials ("Records") using its personnel pertaining to the Contract. Such audit will be completed by FHFC or its representatives at Contractor's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties. If the audit reveals Contractor owes FHFC money, Contractor will pay the amount due within thirty (30) days of the date we notify Contractor of the audit results. If the audit reveals FHFC owes Contractor money, FHFC will pay Contractor within thirty (30) days of the date the audit is complete.

17.0 **Force Majeure**

If failure to perform on the part of the parties is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, war, embargoes, fire, earthquake, acts of God, forced closure of FHFC and/or its facilities, hurricanes, other serious weather event, or default of common carrier, either party may terminate this Agreement without liability or damages arising from such termination other than as related to warranties and payments due for work performed at the time of the Force Majeure event. Deposits and unearned prepayments shall be returned. Subject to the right of cancellation, in the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period equal in duration to the time lost by reason of the excused default, delay or failure to perform.

18.0 **Counterparts**

This Agreement may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19.0 **Precedence**

If FHFC issues a PO for the payment of services under this Agreement, this Agreement shall supersede any conflicting Terms and Conditions of FHFC's PO.

20.0 **Florida Public Records**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Corporation Clerk (850) 488-4197, 227 N. Bronough St., Ste. 5000, Tallahassee, FL 32301-1329

The Parties acknowledge that FHFC is subject to Florida's Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. The Contractor agrees to allow public access to all records, documents, papers, letters or other material subject to the provision of the Florida Public Records law and made or received in conjunction with this Agreement. Refusal by the Contractor to allow such public access will be grounds for immediate cancellation of this Agreement by FHFC.

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract or agreement requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.

- (d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

21.0 **Notice**

Contractor and FHFC shall coordinate with each other in the performance and monitoring of this Agreement through the points of contacts below. Notice regarding any aspect of this Agreement shall be sufficient if given in writing, mailed or delivered so as to be received in the ordinary course of business for the recipient party at the address set forth below, with a copy thereof furnished by email to the recipient's email address set forth above.

FHFC:
Cynthia Moran
Managing Director of Operations
227 N. Bronough St. Ste. 5000
Tallahassee, FL 32301-1329
P: 850-488-4197
E: Cynthia.Moran@floridahousing.org

Contractor:
Sam Rogers
Hub Public Risk Inc., Risk Manager
1117 Thomasville Road, Tallahassee, FL 32303
P: 850-386-1111
E: sam.rogers@hubinternational.com

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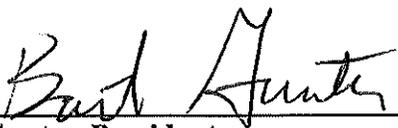
In witness whereof, the parties have caused this Agreement to be duly executed as of the day and year last written below.

Florida Housing Finance Corporation

By: 
Angeliki G. Sellers, CFO

Dated: 12-11-2024

Hub Public Risk, Inc.

By: 
Bart Gunter, President

Dated: 12/13/24

SCHEDULE A
to
Contractor Services
Agreement between
FHFC and HUB PUBLIC RISK, INC.

SCOPE OF WORK

- 1.0 Contractor shall provide services as described below:
- 1.1 Hold for the duration of the contract a current and valid Florida resident or non-resident insurance license in the appropriate line of business for the insurance coverage provided under the contract.
 - 1.2 Represent FHFC in securing property & casualty insurance as recommended by Contractor and approved by FHFC.
 - 1.3 Competitively market FHFC insurance coverage for premium, retention, and coverage options.
 - 1.4 Provide FHFC with a renewal notification report 45 days prior to the renewal date to include anticipated coverage, limit, retention and pricing changes, and availability of coverage. The report must also include a recommended price and coverage strategy to be used in the upcoming insurance procurement.
 - 1.5 Work with FHFC to prepare coverage submissions effectively and efficiently, responding to inquiries from carriers.
 - 1.6 Provide accurate guidance on new requirements, policies, and controls to minimize premium and retention, and maximize coverage.
 - 1.7 Represent FHFC in negotiations with insurers, underwriters and intermediaries.
 - 1.8 Canvass the insurance market for appropriate insurers and reinsurers.
 - 1.9 Evaluate all insurance proposals and make recommendations leveraging expertise specific to the line of coverage.
 - 1.10 Issue annual program summary of program terms within 30 days of renewal. The summary will include a market review that lists all carriers approached, their AM Best rating, insurer status (admitted or non-admitted), marketing status (quoted, declined, accepted, bound), and quoted amounts/comments. The summary will also include a synopsis of current market conditions and renewal results with comparisons to expiring policies.
 - 1.11 Bind coverage as directed by FHFC.
 - 1.12 Review insurance policies, binders, and certificates, or other insuring documents issued by carriers to assure completeness and conformance with requested coverage.
 - 1.13 Issue all insurance policies within 30 days of renewal or as soon as practical.
 - 1.14 Ensure timely billing and payment of all premiums. In the event a Notice of Cancellation has been issued due to nonpayment of premium act on FHFC's behalf to resolve the issue with the insurer and maintain coverage.
 - 1.15 Maintain and provide a Summary of Insurance in force as requested by FHFC.
- 2.0 Contractor shall not enter into any subcontractor arrangements without the advance written approval of FHFC's Authorized Representative.
- 3.0 As compensation for these services, Contractor shall receive commissions from insurance companies that issue policies to FHFC. See How We Get Paid | HUB International.