CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>03/29/2021</u>

Contract/Lease Control #: C21-3056-AP

Procurement#: NA

Contract/Lease Type: <u>AGREEMENT</u>

Award To/Lessee: KAPLAN, KIRSCH & ROCKWELL, LLP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>03/19/2021</u>

Expiration Date: <u>INDEFINITE</u>

Description of: AVIATION COUNSEL FOR OKALOOSA COUNTY

Department: AP

Department Monitor: <u>STAGE</u>

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

PVIANZON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| CONTACT Vicie Baldridge | FAX (1956) 242 0707

PRODUCER License # 0757776	CONTACT Vicie Baldridge			
HUB International Insurance Services (COL) 2000 S. Colorado Bivd Tower 2, Sulte 150 Denver, CO 80222		FAX (A/C, No): (866) 243-0727		
	EMAILSS; vicie.baldridge@hubinternational.com			
	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A : Sentinel Insurance Company, Ltd	d. 11000		
INSURED Kaplan Kirsch & Rockwell LLP 1675 Broadway Suite 2300 Denver, CO 80202	INSURER B. Hartford Insurance Group	914_		
	INSURER C: Argonaut Insurance Company	19801		
	INSURER D : Greenwich Insurance Company	22322		
	INSURER E :			
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSA LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	COMMERCIAL GENERAL LIABILITY	11100			(MINE 2 2/11/1/1	<u> </u>	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE OCCUR	x	x	34SBAIK0616	7/1/2021	7/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
			 				MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				Ì		GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							.\$	
Α	AUTOMOBILE LIABILITY					_	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO			34SBAIK0616	7/1/2021	7/1/2022	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS		ĺ				BODILY INJURY (Per accident)	\$	
	X HIRED ONLY X NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
							<u> </u>	\$	
Α	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	6,000,000
	EXCESS LIAB CLAIMS-MADE			34SBAIK0616	7/1/2021	7/1/2022	AGGREGATE	\$	6,000,000
	DED X RETENTIONS 10,000	9	ĺ		Ì			\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	X	34WECAA3DU3	7/1/2021	7/1/2022	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				<u> </u>		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				j		E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Lawyers Professional			121 LPL 0201154-00	7/1/2021	7/1/2022	Each Claim/Aggregate		5,000,000
D	Excess Lawyers Prof.	J.	J	LPE 9039036 02	7/1/2021	7/1/2022	Each Claim/Aggregate	!	5.000.000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of subrogation in favor of Okaloosa County BOCC is applicable to Workers Compensation.

CONTRACT#: C21-3056-AP
KAPLAN, KIRSCH & ROCKWELL, LLC
AVIATION COUNSEL FOR OKALOOSA COUNTY
EXPIRES: INDEFINITE

CERTIFICATE HOLDER	 			CA
	 ·	 	_	

Okaloosa County BOCC
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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PVIANZON

2,000,000

1,000,000



GEN'L AGGREGATE LIMIT APPLIES PER:

POLICY X PRO-

OTHER

AUTOMOBILE LIABILITY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0757776		CONTACT Vicie Baldridge			
HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150		PHONE (A/C, No, Ext): (303) 291-2001	FAX (A/C, No): (86	(866) 243-0727	
		EMAILSS: vicie.baldridge@hubinternational.com			
Denver, CO 80222		INSURER(S) AFFORDING CO	NAIC #		
		INSURER A : Sentinel Insurance Com	11000		
INSURED Kapian Kirsch & Rockwell LLP 1675 Broadway Suite 2300 Denver, CO 80202		INSURER B : Hartford Insurance Grou	p	914	
		INSURER C : Argonaut Insurance Con	19801		
	ay	INSURER D : Greenwich Insurance Co	mpany	22322	
	<u>202</u>	INSURER E:			
		INSURER F :		<u>_</u>	
COVERAGES	CERTIFICATE NUMBER:	REVIS	ION NUMBER:		

CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER 1.000.000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE X OCCUR X 34SBAIK0616 7/1/2020 7/1/2021 10,000 MED EXP (Any one person) 1.000,000 PERSONAL & ADV INJURY 2,000,000

COMBINED SINGLE LIMIT ANY AUTO 34SBAIK0616 7/1/2020 7/1/2021 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) Х HIRED AUTOS ONLY NON-OWNED 6.000.000 Α Х UMBRELLA LIAB Х OCCUR EACH OCCURRENCE \$ 34SBAIK0616 7/1/2020 7/1/2021 6,000,000 EXCESS LIAB CLAIMS-MADE **AGGREGATE** 10.000 DED X RETENTIONS

В WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE X 34WECAA3DU3 7/1/2020 7/1/2021 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A 1.000,000 E.L. DISEASE - EA EMPLOYEE \$ f yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT C Lawyers Professional LPL4218365•0 7/1/2020 7/1/2021 Each Claim/Aggregate 5,000,000

LPE903903601 D Excess Lawyers Prof. 7/1/2020 7/1/2021 Each Claim/Aggregate 5,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Waiver of subrogation in favor of Okaloosa County BOCC is applicable to Workers Compensation.

> CONTRACT#: C21-3056-AP KAPI AN KIRSCH & ROCKWELL LLC

GENERAL AGGREGATE

PRODUCTS - COMP/OP AGG

\$

	AVIATION COUNSEL FOR OKALOOSA COUNTY
CERTIFICATE HOLDER	CANCEL EXPIRES: INDEFINITE
Okaloosa County BOCC Okaloosa County Purchasing Department	SHOULD ANT OF THE ABOVE DESCRIBED POLICIES BE CANCECLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

5479A Old Bethel Road Crestview, FL 32536 AUTHORIZED REPRESENTATIVE

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CONTRACT#: C21-3056-AP KAPLAN, KIRSCH & ROCKWELL, LLC AVIATION COUNSEL FOR OKALOOSA COUNTY EXPIRES: INDEFINITE

March 23, 2021

VIA E-MAIL

Mr. Tracy Stage, AAE Okaloosa County Airports 1701 State Route 85 N Eglin AFB, FL 32542-1498

Re:

Engagement for Legal Services

Dear Mr. Stage:

We are very pleased that Okaloosa County wishes to retain Kaplan Kirsch & Rockwell LLP (the "Firm") to advise Okaloosa County with regard to federal airport regulatory matters. This letter sets forth the terms under which the Firm will represent Okaloosa County on this matter and any other matters as directed by Okaloosa County.

While we are reluctant to be overly formal, we have found that a detailed retainer letter is the best way to satisfy our ethical obligations and to be sure that each parties' obligations are clearly set forth in writing.

The effective date of our representation is March 19, 2021. I will be the partner-in-charge of this engagement and will be the contact person for the Firm on this matter. At any time during our representation, you and your colleagues should always feel free to contact me or any other Firm partner if you have any questions or concerns about our work on your behalf. Our Firm's managing partner, Stephen H. Kaplan, is always available in the event you have questions about our representation.

Scope of Our Representation. Okaloosa County is engaging the Firm to advise on matters related to federal regulation and federal requirements concerning operation of the County's three-airport system and other matters to which we may jointly agree in writing. The scope of our representation is limited to these matters. We have not been engaged to provide more general representation of Okaloosa County.

Attorneys within the Firm are licensed to practice law before the U.S. Supreme Court, most federal appellate and many federal district courts, as well the highest court in many states. Neither I nor any other Firm lawyer is licensed to practice Florida law. To the extent that you seek advice with respect to Florida law, we will provide advice in a manner consistent with the rules of professional conduct applicable to the practice of law in that state. As we discussed, we will work closely with

Tracy Stage, AAE March 23, 2021 Page 2

the County Attorney and your outside counsel at Nabors Giblin & Nickerson on matters of Florida law and to ensure compliance with our ethical obligations as out-of-state lawyers.

Opinions on Likely Outcomes. Either at the commencement or during the course of our representation, attorneys in the Firm may express opinions or conclusions concerning the likely outcome of the matters or various courses of action and the results that might be anticipated. We trust that you understand that, while we will always endeavor to give you candid and accurate assessments, any such statements will be an expression of our opinion based on information available to us at the time and are not a promise or guarantee.

Fees and Charges. The Firm will charge for its services according to the fees set out herein. I will be the partner-in-charge of this matter but anticipate involvement by other attorneys, as needed, including both my partners and associates. For purposes of this engagement, my hourly rate is \$425 per hour. The hourly rate for other partners is \$425 and for associates is \$300 per hour. The normal hourly rates for attorneys in the Firm range from \$295 to \$795 per hour. Paralegal/law clerk rates are charged \$160 per hour. The Firm charges fees in six-minute (1/10 hour) increments. These rates will be effective through the end of calendar year 2022. The Firm annually evaluates its rates and will notify you in advance of any anticipated changes in rates in 2023, which would be commensurate with any increases charged to any other comparable government client and would never exceed five percent in one year.

In addition to the hourly fee for services, the Firm will charge you for all necessary and incidental out-of-pocket expenses, including, but not limited to, travel costs, office expenses, computerized legal research, court reporting services, and court or other filing fees. We do not generally charge for routine photocopying and long-distance telephone or cell phone calls but do charge for especially large copying jobs, color copies and hosting conference calls, in some instances. Out-of-pocket expenses are charged at our actual cost. Please let us know if you have any special requirements for the expenditure or reporting of expenses.

Invoices. It is the Firm's practice to send our clients a consolidated monthly invoice showing the amounts billed for particular matters during the period covered by the invoice. Unless you request otherwise, our invoices will contain daily detail for each professional's work on the client's matter. We can, however, prepare that invoice in any format that meets your needs. We urge you to raise any questions regarding our invoices as soon as they arise so that we can resolve any problems promptly. We require that Okaloosa County pay our fees promptly on a monthly basis. We consider any invoice more than 30 days old to be overdue. If Okaloosa County does not inform the Firm, in writing, of any questions or concerns with respect to the charges contained on an invoice within 30 days of receipt, the Firm will assume and Okaloosa County agrees that such charges are acceptable to Okaloosa County. The Firm reserves the right to charge interest of one percent per month on any outstanding amounts on invoices over 60 days old.

Conflicts Evaluation. In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts between Okaloosa County and any Firm clients. Further, we are

not aware of any potential conflicts. As you are aware, the Firm represents Jay Odom and his firm, Crystal Beach Development on matters related to defense of litigation brought against the County and Mr. Odom under the Federal False Claims Act. We have evaluated that representation and concur with your assessment that it does not represent a conflict. We also represent a number of public sector and private sector clients in the airport industry. We cannot foreclose the possibility that, at some time in the future, any existing or future Firm client may be adverse to Okaloosa County on matters completely unrelated to this engagement. It is also possible that an existing Firm client is currently adverse to Okaloosa County on a matter of which we are unaware or in which we have no involvement. In the event a conflict arises between a client of the Firm and Okaloosa County, the Firm shall immediately advise Okaloosa County of such conflict, resign from such conflicting representation and assist the conflicting client in obtaining other counsel.

<u>Public Records</u>. Any record created by the Firm in accordance with this contract shall be retained and maintained in accordance with public records law, Chapter 119, Florida Statutes. Specifically, the Firm must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Firm or keep and maintain public records required by the County to perform the service. If the Firm transfers all public records to the County upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Termination of Our Engagement. Upon completion or termination of our representation on the matters described above, the attorney-client relationship will end unless Okaloosa County and the Firm have agreed to a continuation with respect to other matters. Okaloosa County has the right, at any time, to terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter or any fact or circumstance (including any conflict of interest with another client) that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. No termination of our representation by Okaloosa County or the Firm will relieve you of your obligations under the terms of our engagement to pay for services rendered or for costs or expenses paid or incurred on your behalf. In the unusual event that a court of competent jurisdiction refuses to permit us to withdraw upon termination, you would remain responsible for fees and costs. In the event we are compelled to intervene in a pending lawsuit or initiate any proceeding in order to recover any amount due under the terms of our engagement, the prevailing party is entitled to be reimbursed for any and all reasonable attorneys' fees, court costs, and expenses incurred in such proceeding.

Entire Understanding of Terms of Our Representation. This engagement letter constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral, regarding representation on this matter. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may only be amended in writing by the Firm and Okaloosa County.

If the terms described above are satisfactory, please so indicate by signing this letter and returning one signed copy to me. We look forward to working with you and your colleagues on this matter, and we look forward to a mutually satisfactory relationship. Thank you again for your interest in engaging the Firm.

Sincerely,

By:

KAPLAN KIRSCH & ROCKWELL LLP

1/mcl

/

Tracy Stage, AAE March 23, 2021 Page 5

	PTED AND AGREED ON BEHALF OF osa County
Ву:	Tracy Stage, Airports Director
Date:	3.23.21
By:	John Hofstad Digitally signed by John Hofstad Date: 2021.03.24 08:09:36 - 05'00' John Hofstad, County Administrator 03/23/2021
By:	Lynn M. Hoshihara, County Attorney