

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/24/10

Contract/Lease Control #: C10-1802-ATT

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: NABORS, GIBLIN & NICKERSON, P.A.

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 05/24/2010

Expiration Date: INDEFINITE

Description of Contract/Lease: LEGAL SERVICES SUIT VS. ONLINE TRAVEL COMPANIES

Department Manager: ATT

Department Monitor: DOWD

Monitor's Telephone #: 651-1695

Monitor's FAX # OR E-Mail: JRDOWDSR@CO.OKALOOSA.FL.US

Date Closed: \_\_\_\_\_

Cc: Finance Dept Contracts & Grants Division



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2020

**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(ies) 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).

<b>PRODUCER</b> Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(850) 878-2121</b> FAX (A/C, No): <b>(850) 878-2128</b> E-MAIL ADDRESS:														
<b>INSURED</b> Nabors, Giblin & Nickerson, P.A. P.O. Box 11008 Tallahassee, FL 32302	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Ohio Security Insurance Company</b></td> <td><b>24082</b></td> </tr> <tr> <td>INSURER B : <b>West American Insurance Company</b></td> <td><b>44393</b></td> </tr> <tr> <td>INSURER C : <b>Ohio Casualty Insurance Company</b></td> <td><b>24074</b></td> </tr> <tr> <td>INSURER D : <b>Zenith Insurance Company</b></td> <td><b>13269</b></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Ohio Security Insurance Company</b>	<b>24082</b>	INSURER B : <b>West American Insurance Company</b>	<b>44393</b>	INSURER C : <b>Ohio Casualty Insurance Company</b>	<b>24074</b>	INSURER D : <b>Zenith Insurance Company</b>	<b>13269</b>	INSURER E :		INSURER F :	
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**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>BKS58291554</b>	<b>1/28/2020</b>	<b>1/28/2021</b>	EACH OCCURRENCE	<b>\$ 1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence)	<b>\$ 1,000,000</b>
							MED EXP (Any one person)	<b>\$ 15,000</b>
							PERSONAL & ADV INJURY	<b>\$</b>
							GENERAL AGGREGATE	<b>\$ 2,000,000</b>
							PRODUCTS - COMP/OP AGG	<b>\$ 2,000,000</b>
							<b>EMPLOYEE BEN AG</b>	<b>\$ 2,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>BAW58291554</b>	<b>1/28/2020</b>	<b>1/28/2021</b>	COMBINED SINGLE LIMIT (Ea accident)	<b>\$ 1,000,000</b>
							BODILY INJURY (Per person)	<b>\$</b>
							BODILY INJURY (Per accident)	<b>\$</b>
							PROPERTY DAMAGE (Per accident)	<b>\$</b>
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS <b>10,000</b>	<b>X</b>	<b>X</b>	<b>USO58291554</b>	<b>1/28/2020</b>	<b>1/28/2021</b>	EACH OCCURRENCE	<b>\$ 5,000,000</b>
							AGGREGATE	<b>\$</b>
							<b>Aggregate</b>	<b>\$ 5,000,000</b>
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		<b>X</b>	<b>Z830151632</b>	<b>1/28/2020</b>	<b>1/28/2021</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	<b>\$ 1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE	<b>\$ 1,000,000</b>
							E.L. DISEASE - POLICY LIMIT	<b>\$ 1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CONTRACT#: C10-1802-ATT  
 NABORS, GIBLIN & NICKERSON, P.A  
 LEGAL SERVICES SUIT VS. ONLINE  
 TRAVEL COMPANIES  
 EXPIRES: INDEFINITE**

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479-A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**10/29/2019**

**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(ies) must 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).

<b>PRODUCER</b> <b>KOUWENHOVEN &amp; ASSOC</b> <b>365 Wekiva Springs Rd #251</b> <b>Longwood, FL 32779</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">CONTACT NAME:</td> <td colspan="2"></td> </tr> <tr> <td style="font-size: small;">PHONE (A/C No. Ext):</td> <td style="text-align: center;"><b>(407) 774-5556</b></td> <td style="font-size: small;">FAX (A/C No.): <b>(407) 774-7820</b></td> </tr> <tr> <td style="font-size: small;">E-MAIL ADDRESS:</td> <td colspan="2" style="text-align: center;"><b>maryanne@kouwen.com</b></td> </tr> <tr> <td style="font-size: small;">INSURER(S) AFFORDING COVERAGE</td> <td colspan="2" style="text-align: center;"><b>Underwriters at Lloyd's of London</b></td> </tr> <tr> <td style="font-size: small;">INSURER A:</td> <td style="text-align: center;"><b>QBE Insurance Corporation</b></td> <td style="font-size: small;">NAICS# <b>AA1128623</b></td> </tr> <tr> <td style="font-size: small;">INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td style="font-size: small;">INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td style="font-size: small;">INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td style="font-size: small;">INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td style="font-size: small;">INSURER F:</td> <td colspan="2"></td> </tr> </table>	CONTACT NAME:			PHONE (A/C No. Ext):	<b>(407) 774-5556</b>	FAX (A/C No.): <b>(407) 774-7820</b>	E-MAIL ADDRESS:	<b>maryanne@kouwen.com</b>		INSURER(S) AFFORDING COVERAGE	<b>Underwriters at Lloyd's of London</b>		INSURER A:	<b>QBE Insurance Corporation</b>	NAICS# <b>AA1128623</b>	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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<b>INSURED</b> <b>Nabors, Giblin &amp; Nickerson, P.A.</b> <b>2502 N. Rocky Point Dr., Suite 106</b> <b>Tampa, FL 33607</b>																															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <b>A X Lawyers Prof Liab (Primary)</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<b>B0146LDUSA1904839</b>	<b>11/1/2019</b>	<b>11/1/2020</b>	EACH OCCURRENCE    \$ <b>5,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ MED EXP (Any one person)    \$ PERSONAL & ADV INJURY    \$ GENERAL AGGREGATE    \$ <b>5,000,000</b> PRODUCTS - COMP/OP AGG    \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)    \$ BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			<b>100010360</b>	<b>11/1/2019</b>	<b>11/1/2020</b>	EACH OCCURRENCE    \$ <b>3,000,000</b> AGGREGATE    \$ <b>3,000,000</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT    \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE - POLICY LIMIT    \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Retroactive Date: None (Full Prior Acts)**  
**Deductible: \$75,000 Per Claim**  
**Other Locations:**  
**1500 Mahan Drive, Suite 200, Tallahassee, FL 32308**  
**110 East Broward Blvd., Suite 1700, Ft. Lauderdale, FL 33301**

<b>CERTIFICATE HOLDER</b> <b>Okaloosa County</b> <b>5479-B Old Bethel Road</b> <b>Crestview, FL 32536</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
<b>CONTRACT#: C10-1802-ATT</b> <b>NABORS, GIBLIN &amp; NICKERSON</b> <b>LEGAL SVS SUIT VS. ONLINE TRAVEL COMPANIES</b> <b>EXPIRES: INDEFINITE</b>	AUTHORIZED REPRESENTATIVE <small>©1988-2010 ACORD CORPORATION. All rights reserved.</small> <small>are registered marks of ACORD</small>

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JAN 31 2018

NABOGIB-01

JULIE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/12/2018

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	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Nabors, Giblin & Nickerson, P.A. P.O. Box 11008 Tallahassee, FL 32302	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> West American Insurance Company	<b>NAIC #</b> 44393
	<b>INSURER B:</b> American States Insurance Company	<b>NAIC #</b> 19704
	<b>INSURER C:</b> Ohio Casualty Insurance Company	<b>NAIC #</b> 24074
	<b>INSURER D:</b> Zenith Insurance Company	<b>NAIC #</b> 13269
	<b>INSURER E:</b> <b>INSURER F:</b>	

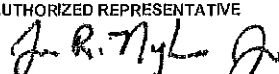
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		BKW1958291554	01/28/2018	01/28/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							EMPLOYEE BEN AG	\$ 2,000,000
B	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKW1958291554	01/28/2018	01/28/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO1958291554	01/28/2018	01/28/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
							Aggregate	\$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z830151630	01/28/2018	01/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Forms Attached: CG 76 35 02 07

C14-2166-BCC  
 CO2-0737-WS  
 C10-1802-ATT

<b>CERTIFICATE HOLDER</b>  Okaloosa County 602-C North Pearl Street Crestview, FL 32536	<b>CANCELLATION</b>  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 

JAN 31 2018

COMMERCIAL GENERAL LIABILITY  
CG 76 35 02 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE**

The following paragraph is added to WHO IS AN INSURED (Section II):



4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
  - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
  - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
- (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

**NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY**

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

**TENANTS' PROPERTY DAMAGE LIABILITY**

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

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any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

**WHO IS AN INSURED – MANAGERS**

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B – BAIL BONDS – TIME OFF FROM WORK**

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES**

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

**EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS**

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

**EXTENDED "PROPERTY DAMAGE"**

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

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JAN 31 2018

**EXTENDED DEFINITION OF BODILY INJURY**

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**TRANSFER OF RIGHTS OF RECOVERY**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

\* We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

**AGGREGATE LIMITS OF INSURANCE — PER LOCATION**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

**INCREASED MEDICAL EXPENSE LIMIT**

The Medical Expense Limit is amended to \$10,000.

**KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

**UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**LIBERALIZATION CLAUSE**

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

- 10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

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\*000000740129000002000002213\*















# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/13/2015

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(ies) must 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).

<b>PRODUCER</b> Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee, FL 32317 John R. Nylen, Jr.		Phone: 850-878-2121 Fax: 850-878-2128	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
<b>INSURED</b> Nabors, Giblin & Nickerson, P.A. P.O. Box 11008 Tallahassee, FL 32302	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Zenith Insurance Co</b>		<b>13269</b>
	<b>INSURER B : American States Insurance Co</b>		<b>19704</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	01CI3265936	01/28/2015	01/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		01CI3265936	01/28/2015	01/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		01SU41768160	01/28/2015	01/28/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Z830151627	01/28/2015	01/28/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Forms Attached: CG 76 35 02 07

<b>CERTIFICATE HOLDER</b>  OKCOCR2  Okaloosa County 602-C North Pearl Street Crestview, FL 32536	<b>CANCELLATION</b>  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 
--	--



AGREEMENT

Between

OKALOOSA COUNTY

and

NABORS, GIBLIN & NICKERSON, P.A.

For

LEGAL SERVICES

1. **Parties.** This "Agreement is made and entered into by and between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Nabors, Giblin & Nickerson, P.A. ("Special Counsel").
2. **Term.** This Agreement begins on the date it is executed by the County and will continue, unless sooner terminated pursuant to the terms hereof, until the completion of the Litigation (as defined below).
3. **Scope.**
  - A. County hereby retains Special Counsel to represent County (including any offices or employees, in their official capacity, of the County that Special Counsel properly designates as named plaintiffs) in litigation for the purpose of seeking damages, penalties, interest, attorney's fees, costs, and all other appropriate relief for the non-payment or underpayment to the County of transient occupancy taxes by online booking companies such as hotels.com, Expedia.com, Travelocity and others, whether the action proceeds in the civil court system (including trial and all necessary appeals and review proceedings) or before any federal, state, or local administrative or governmental agency, department or board (collectively, the "Litigation").
  - B. Special Counsel will provide sufficient resources, including attorney time, to diligently prosecute the Litigation. County agrees to fully cooperate with Special Counsel in its efforts by timely providing Special Counsel with information known to the County relative to the scope of the Litigation, by keeping Special Counsel reasonably informed of developments, by making its agents and employees reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings and trial, and by consulting with Special Counsel regarding the Litigation. To assist in the prosecution of the Litigation, the County will provide sufficient administrative resources in an effort to gather necessary information on the transient occupancy tax sought to be collected as part of the Litigation.

- C. The County designates John Dowd, County Attorney, as the County's representative to coordinate with Special Counsel as to all matters connected with the Litigation. This designation is not intended to preclude communication between Special Counsel and other County representatives.
4. **Representation of Related Interests.** Special Counsel shall have the right to represent other individuals, business entities, municipalities, governmental agencies or governmental subdivisions in other transient occupancy tax actions or similar litigation without the consent of the County, subject to the Rules of Professional Conduct relating to conflicts of interest, and may join such other parties as plaintiffs in those actions or litigation as Special Counsel deems appropriate in its sole discretion.
5. **Compensation.**
- A. The employment of Special Counsel will be on a contingency fee basis. Specifically, if Special Counsel is successful in obtaining and collecting a recovery for the County – whether through the administrative process and/or civil court system, and whether by settlement, arbitration award, Court Judgment, upon appeal or otherwise – Special Counsel will receive attorney's fees in the following amounts (based upon the amount actually collected or the value actually received by the County):
- i. As to any settlement from any adverse party before suit is filed (or if suit is filed but the suit does not include a particular online company due to an expected resolution between that company and the County during the audit or assessment process of any claims the County has or may have against that company for the non-payment or underpayment of transient occupancy taxes), Special Counsel will receive Twenty-five Percent (25%) of the Gross Recovery (defined below); and
  - ii. If any recovery is made at any time after suit is filed (except any recovery covered by the preceding paragraph), Special Counsel will receive Thirty Percent (30%) of the Gross Recovery.
- B. In the event any other County contracts with Special Counsel to pay a contingency percentage lower than the amount provided under this Agreement, the contingency fee percentage for the County shall be reduced to that of such other County.
- C. The proceeds of any recovery shall be paid into Special Counsel's law firm trust account and promptly disbursed to the County consistent with the terms of this Agreement and the applicable Rules of Professional Conduct.

## 6. Gross Recovery.

- A. The term "Gross Recovery" shall include all damages, penalties, interest, attorney's fees, costs, and, without limitation, the then present value of any monetary payment agreed or ordered to be made by adverse parties in the Litigation or their insurance carrier(s), whether by settlement, arbitration award, court judgment, or otherwise, without reduction for recovery of Costs as defined below. In the event the Litigation establishes the liability for such taxes not yet due and payable by such adverse parties, but does not award damages for past due taxes, the Gross Recovery shall include the amounts collected prospectively for a period of three (3) years from the date of the Final Judgment rendered in the Litigation.
- B. If payment of any part of the relief received by the County will be in the form of property or services ("In Kind"), the value of such property and services for purposes of calculating the Gross Recovery shall be calculated based on the present value of the In Kind property or services at the time of receipt thereof. The attorney's fees for the value of the In Kind relief shall be paid out of any initial lump-sum payment by the defendants. If the initial lump-sum payment is insufficient to pay the attorney's fees in full, the balance will be paid from amounts subsequently received before any distribution to the County.

## 7. Costs.

- A. It will be necessary for Special Counsel to incur and advance certain court costs and other types of expenses in prosecuting the Litigation. These costs and other expenses may include, but are not limited to, the following: filing and service fees; external costs for investigative services; travel expenses (including air fare, ground transportation, vehicle mileage, lodging and meals); deposition expenses and court reporter fees; preparation of exhibits, graphics, and transcripts on appeal; and miscellaneous copying, binding, postage, shipping, and courier expenses. In addition, Special Counsel has discretion under this Agreement to employ expert witnesses Special Counsel determines are required to prosecute the Litigation, and the amounts paid to those expert witnesses shall be included within the definition of Costs.
- B. All such costs as defined in paragraph 7(A) shall be subject to the following limitations:
  - i. Costs for which reimbursement is sought must be verified by attached receipts.
  - ii. Claims for mileage and meals cannot exceed the statutory allowance as provided for under Chapter 112, Florida Statutes, as amended.

- iii. Any required lodging shall be reimbursed at the single-person rate.
  - iv. Any required car rentals shall be reimbursed at the standard-size vehicle rate.
  - v. Common carrier travel shall be reimbursed at the coach class rate.
  - vi. Neither faxes nor legal research costs (Lexis, Westlaw, etc.) shall be reimbursed.
- C. County agrees to reimburse Special Counsel for all reasonable Costs out of its share of the Gross Recovery, after the attorney's fee specified in Paragraph 5 above has been calculated and deducted.
- D. County understands that Special Counsel may incur certain expenses, including, for example, expenses for travel, experts, depositions and copying, that jointly benefit multiple clients. In that event, the expenses shall be allocated by Special Counsel among the relevant clients on a pro rata basis, and the County's portion of those expenses shall be considered Costs.
- E. In some instances, it may be necessary for Special Counsel to retain special outside counsel to assist on matter relating to the Litigation. Special Counsel has entered into a Memorandum of Understanding with the firm of Colson, Hicks and Eidson for this purpose and the County hereby consents to that relationship. Special Counsel has also retained the services of Brown, Garganese, Weiss & D'Agresta, P.A. to assist on this matter and the County hereby consents to that retention. The County agrees that Special Counsel, subject to County's prior written consent, may retain such other special outside counsel. In such instance, the fees of such special outside counsel shall be paid by Special Counsel from the attorney's fees specified in Paragraph 5 above and shall not be deemed a part of Costs.
- F. If there is no recovery, Special Counsel will be solely responsible for payment of the Costs. In no event shall the County be liable to pay or reimburse Special Counsel for Costs and fees, collectively, in an amount exceeding the amount of any recovery.
8. **Reasonableness.** The County and Special Counsel have discussed the reasonableness of the contingency fee provided for in this Agreement, as opposed to the use of an hourly rate, a fixed fee, quantum meruit, or some other possible basis for calculating the attorney's fees to be paid to Special Counsel. The County and Special Counsel agree that under all the circumstances a contingency fee is the most reasonable and equitable way to compensate Special Counsel in light of the effort required and the risks to be undertaken in the Litigation. The County and Special Counsel further understand that the substantial effort required to prosecute the Litigation and the



substantial costs to be incurred by Special Counsel will not be compensated for or reimbursed if there is no recovery. Therefore, the County agrees that it will not contest the reasonableness or fairness of this contingency fee Agreement.

**9. Possible Efforts by Defendants to Invalidate Agreement.**

A. Past defendants in litigation involving public entities have challenged and sought to invalidate contingency fee arrangements between public entities and outside counsel. The County and Special Counsel believe that any such challenge to this Agreement will lack merit and that this contingency fee arrangement is valid and in the public interest. The County agrees to join Special Counsel in opposing any such challenge. However, in the event this contingency fee arrangement is found to be invalid, Special Counsel agrees to continue to represent the County in the Litigation with the understanding that, if there is no recovery, the County will owe nothing for attorney's fees or Costs.

B. If there is a recovery, and this contingency fee arrangement is found to be invalid, the County shall pay a reasonable fee for the services rendered, plus Costs. If the parties are unable to agree on the reasonable fee for the services rendered, or for any other disputes arising under this Agreement, such disputes shall be determined by arbitration proceedings before the Judicial Arbitration and Mediation Service ("JAMS"). Resolution of any such arbitration shall be based on the principle that reasonableness shall be determined exclusively in accordance with the parties' expectations regarding fees and Costs under this Agreement.

**10. Assignment.** Special Counsel is expressly employed because of its unique skills, ability and experience and, therefore, it is understood that no substitution or assignment may be made unless the County expressly approves such substitution or assignment in writing. Special Counsel is expressly prohibited from subcontracting any legal services required hereunder unless such subcontracting is consented to in writing by the County, which consent shall not be unreasonably withheld.

**11. Division of Attorney's Fees.** Special Counsel may divide the attorney's fees received for the legal services under this Agreement with any other attorneys or law firms properly retained as associate counsel, provided such firms are approved in advance in writing by the County (based on consideration of the County's conflict of interest policy and any other applicable County policies and interests). The terms of the division, if any, will be disclosed to the County. The County is informed that, under the Rules of Professional Conduct of The Florida Bar, such division may be made only with the County's written consent after a full disclosure to the County. The County will not unreasonably withhold approval of associate counsel retained by Special Counsel or unreasonably refuse to consent to a proposed division of fees among counsel.

**12. Legal Services Specifically Excluded.** Special Counsel does not agree to provide any representation beyond that described in Paragraph 3 above. In particular, the

County agrees that Special Counsel has no obligation or responsibility to provide representation in defending any legal action against the County commenced by any person in connection with claims brought against the County related to the Litigation, except with regard to compulsory counterclaims related to the subject matter of the Litigation, which counterclaims shall be defended by Special Counsel. If the County wishes to retain Special Counsel to provide any legal services not provided under this Agreement, a separate written agreement between Special Counsel and the County will be required, following negotiation of and agreement on the additional compensation to be paid by the County for that representation.

13. **Attorney's Lien.** Special Counsel shall have a lien to the fullest extent of Florida law for attorney's fees and Costs on all claims and causes of action that are the subject of its representation of the County under this Agreement and on all proceeds of any recovery collected, whether by settlement, arbitration award, Court judgment, or otherwise.

14. **Withdrawal or Discharge.**

- A. If the County discharges Special Counsel due to a material breach of this Agreement by Special Counsel that is not cured within thirty (30) days after written notice of such breach is provided to Special Counsel, Special Counsel may be entitled to a fee based upon quantum meruit less the amount of the County's damages caused by Special Counsel's breach of contract.
- B. If any withdrawal or discharge governed by Paragraph 14(B) or (C) occurs, the County shall have the right to obtain and retain any and all work product produced by Special Counsel, and Special Counsel will be reimbursed out of any recovery for all costs otherwise recoverable under this Agreement which costs are reasonable and necessary to the Litigation.
- C. If Special Counsel withdraws due to a material breach by the County, which breach is not cured within thirty (30) days after written notice of such breach is provided to the County, or if the County discharges Special Counsel for any reason other than a material breach of this Agreement by such counsel, the County agrees to compensate Special Counsel as follows:
  - i. If the County discharges Special Counsel before Special Counsel has substantially completed performance of the services necessary to conclude the Litigation as to one or more defendants, as to those defendants, the County agrees to compensate Special Counsel for the reasonable value of the legal services provided plus reimbursement for Costs; and
  - ii. If the County discharges Special Counsel after Special Counsel has substantially completed performance of the services necessary to conclude the Litigation as to one or more defendants, Special Counsel shall receive the full fee, plus reimbursement for Costs, as provided by this Agreement, as to each such

defendant. Both payment of attorney's fees and reimbursement for Costs will be paid by the County at the time of recovery.

15. **Settlement.** Special Counsel will not settle the County's claims without the approval of the Okaloosa County Board of County Commissioners, which shall have the absolute right to accept or reject any settlement. Special Counsel will notify the County promptly of the terms of any settlement offer received by Special Counsel.
16. **Conflict of Interest.** While performing services under this Agreement, Special Counsel shall not act as counsel in any lawsuit or other adversary proceeding in which the County or any Okaloosa County Commissioner is named as an adverse party, and shall not undertake any representation of any party (whether through lobbying or the provision of legal services) before the Board of County Commissioners in connection with any quasi-judicial or other hearing involving an application, contract, claim, or other matter.
17. **Confidentiality.** This Agreement established the relation of attorney-client among the parties hereto. Special Counsel is to hold all money and property of the County in trust for the County's benefit, is not to divulge its confidences, and is entitled to the candid cooperation of County employees in all matters related to the Litigation. If the Florida Public Records Act (Chapter 119, Florida Statutes) is applicable to Special Counsel's records, Special Counsel shall comply with all requirements thereof.
18. **Independent Contractor; Third-Party Beneficiary.** Special Counsel is an independent contractor under this Agreement. Services provided by Special Counsel hereunder shall not be provided by Special Counsel as officers or employees of the County. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
19. **Contingency Fee.** Special Counsel warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Special Counsel, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Special Counsel, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the County shall have the right to terminate this Agreement without liability, at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
20. **Disclaimer of Guarantee.** Although Special Counsel may offer an opinion about possible results regarding the subject matter of this Agreement, Special Counsel cannot guarantee any particular result. The County acknowledges that Special Counsel has made no promises about the outcome and that any opinion offered by Special Counsel in the future will not constitute a guarantee.

21. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida, without resort to conflict of law principles. Exclusive venue for any litigation relating in any way to this Agreement shall be in the Circuit Court for Okaloosa County, Florida. Any required mediations or arbitrations under this Agreement shall be held in Okaloosa County, Florida.
22. **Notices.** Notice under this Agreement shall be given by email or email attachment, and sent as follows:
- TO OKALOOSA COUNTY:
- John Dowd – [jdowd@co.okaloosa.fl.us](mailto:jdowd@co.okaloosa.fl.us)
- TO SPECIAL COUNSEL:
- Robert L. Nabors – [rnabors@ngnlaw.com](mailto:rnabors@ngnlaw.com)
- Edward A. Dion – [edion@ngnlaw.com](mailto:edion@ngnlaw.com)
23. **Execution.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one and the same Agreement, and a copy signed by Special Counsel and the County is being provided to the County at the time of execution.
24. **Joint Preparation; Headings.** Preparation of this Agreement has been a joint effort of the County and Special Counsel and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. Headings are inserted into this Agreement solely for convenience and shall not be considered in interpreting this Agreement.
25. **Entire Agreement; Amendment; Severance.** This Agreement fully expresses all understandings of the parties concerning all matters related to their agreement for specialized legal services, and this Agreement constitutes the entire agreement and understanding between the County and Special Counsel for the services to be performed. No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Okaloosa County Board of County Commissioners and Special Counsel, In the even a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:

ATTEST:

OKALOOSA COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

*Dany J. Stanford*



By: 

12<sup>th</sup> day of May, 2010.



SPECIAL COUNSEL:

NABORS, GIBLIN & NICKERSON, P.A.

By: *Edward A. Dean*

20<sup>th</sup> day of May, 2010.

FORT LAUDERDALE  
208 S.E. Sixth Street  
Fort Lauderdale, Florida 33301  
(954) 525-8000 Tel  
(954) 525-8331 Fax

Nabors  
Giblin &  
Nickerson P.A.  
ATTORNEYS AT LAW

TALLAHASSEE  
Suite 200  
1500 Mahan Drive  
Tallahassee, Florida 32308  
(850) 224-4070 Tel  
(850) 224-4073 Fax

TAMPA  
Suite 1060  
2502 Rocky Point Drive  
Tampa, Florida 33607  
(813) 281-2222 Tel  
(813) 281-0129 Fax

May 20, 2010

Mr. Jack Allen  
Purchasing Services Manager  
Contracts/Leases  
Okaloosa County  
602-C North Pearl Street  
Crestview, Florida 32536-2749

Re: Online Travel Companies

Dear Mr. Allen:

Enclosed please find a duly executed copy of the Legal Services Agreement between Okaloosa County and our Firm for representation in the pending action against online travel companies in Leon County Circuit Court.

We appreciate this opportunity to represent Okaloosa County in this matter, and look forward to working with you.

Please advise if you need anything further in this regard.

Sincerely,



Edward A. Dion

EAD/

Enclosure



# CERTIFICATE OF LIABILITY INSURANCE

NABOR-1

OP ID: GS

DATE (MM/DD/YYYY):  
01/13/2015

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(ies) must 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).

<b>PRODUCER</b> Earl Bacon Agency, Inc 3131 Lonnblad Road P.O. Box 12039 Tallahassee, FL 32317 John R. Nylen, Jr.	<b>Phone: 850-878-2121</b> <b>Fax: 850-878-2128</b>	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C, No):</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Zenith Insurance Co</b></td> <td><b>13269</b></td> </tr> <tr> <td>INSURER B : <b>American States Insurance Co</b></td> <td><b>19704</b></td> </tr> <tr> <td>INSURER C : <b>TheTravelers Indemnity Company</b></td> <td><b>25658</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Zenith Insurance Co</b>	<b>13269</b>	INSURER B : <b>American States Insurance Co</b>	<b>19704</b>	INSURER C : <b>TheTravelers Indemnity Company</b>	<b>25658</b>	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> <b>Nabors, Giblin &amp; Nickerson, P.A.</b> <b>P.O. Box 11008</b> <b>Tallahassee, FL 32302</b>															

**COVERAGES**                      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X		01CI3265936	01/28/2015	01/28/2016	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ <b>2,000,000</b>
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
C	AUTOMOBILE LIABILITY			BA446L476109SEL	01/28/2009	01/28/2010	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB			01SU41768160	01/28/2015	01/28/2016	EACH OCCURRENCE \$ <b>5,000,000</b>
	EXCESS LIAB						AGGREGATE \$ <b>5,000,000</b>
	DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	Z830151627	01/28/2015	01/28/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Forms Attached: CG 76 35 02 07

<b>CERTIFICATE HOLDER</b>  OKCOCR2  Okaloosa County 602-C North Pearl Street Crestview, FL 32536	<b>CANCELLATION</b>  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 

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

### **ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE**

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
  - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
    - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
  - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
- (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

#### NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

#### TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

##### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or



any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

## WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

## SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## EMPLOYEES AS INSURED — HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

## EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

## EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### **EXTENDED DEFINITION OF BODILY INJURY**

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

### **TRANSFER OF RIGHTS OF RECOVERY**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

### **AGGREGATE LIMITS OF INSURANCE -- PER LOCATION**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

### **INCREASED MEDICAL EXPENSE LIMIT**

The Medical Expense Limit is amended to \$10,000.

### **KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

### **UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### **LIBERALIZATION CLAUSE**

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

