

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/23/2019

Contract/Lease Control #: C14-2166-BCC

Procurement#: NA

Contract/Lease Type: CONTRACT

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/18/2014

Expiration Date: 09/30/2022 W/RENEWALS

Description of Contract/Lease: COUNTY ATTORNEY SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

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

Closed:

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2020

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 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).

PRODUCER KOUWENHOVEN & ASSOC 365 Wekiva Springs Rd #251 Longwood, FL 32779		CONTACT NAME PHONE (A/C, No, Ext): (407) 774-5556		FAX (A/C, No): (407) 774-7820	
		E-MAIL ADDRESS: maryanne@kouwen.com			
		INSURER(S) AFFORDING COVERAGE		NAIC#	
INSURED		INSURER A:		45055	
Nabors, Giblin & Nickerson, P.A. 2502 N. Rocky Point Dr., Suite 106 Tampa, FL 33607		INSURER B:		11515	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

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
A	GENERAL LIABILITY			LPPL2010000323-01	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Lawyers Prof Liab (Primary)						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMPOP AGG \$
B	UMBRELLA LIAB			QBE100010360	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
							\$
							WC STATUTORY LIMITS OTH-ER
							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:
 500 Mahan Drive, Suite 200, Tallahassee, FL 32303
 1201 Peters Road, Suite 1000, Plantation, FL 32309

CONTRACT#: C14-2166-BCC
NABORS, GIBLIN & NICKERSON, P.A.
COUNTY ATTORNEY SERVICES
EXPIRES: 09/30/2022 W/RENEWALS

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 5479-B Old Bethel Road Crestview, FL 32536	CANCELLATION 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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NABOGIB-01

JULIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2020

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PRODUCER Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317	CONTACT NAME:	FAX (A/C, No.): (850) 878-2128
	PHONE (A/C, No, Ext): (850) 878-2121	
INSURED Nabors, Giblin & Nickerson, P.A. P.O. Box 11008 Tallahassee, FL 32302	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Ohio Security Insurance Company	NAIC # 24082
	INSURER B : West American Insurance Company	44393
	INSURER C : Ohio Casualty Insurance Company	24074
	INSURER D : Zenith Insurance Company	13269
INSURER E :		
INSURER F :		

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
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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	BKS58291554	1/28/2020	1/28/2021	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	<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	X	X	BAW58291554	1/28/2020	1/28/2021	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	USO58291554	1/28/2020	1/28/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	Z830151632	1/28/2020	1/28/2021	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACT#: C14-2166-BCC
NABORS, GIBLIN & NICKERSON, P.A
COUNTY ATTORNEY SERVICES
EXPIRES: 09/30/2022 W/RENEWALS

CERTIFICATE HOLDER

Okaloosa County
5479-A 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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 3/4/16

Contract/Lease Control #: C14-2166-BCC

Bid #: N/A

Contract/Lease Type: CONTRACT

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 9/30/19 w/ additional 1yr terms

Term: 03/31/2015 W/ADDITIONAL 1YR TERMS

Description of Contract/Lease: COUNTY ATTORNEY SERVICES

Department: BCC

Department Monitor: PADGETT

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: EPADGETT@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office



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.

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PRODUCER KOUWENHOVEN & ASSOC 365 Wekiva Springs Rd #251 Longwood, FL 32779	CONTACT NAME:	
	PHONE (A/C No, Ext): (407) 774-5556	FAX (A/C No): (407) 774-7820
	EMAIL ADDRESS: maryanna@kouwen.com	
	INSURER(S) AFFORDING COVERAGE	NAICS
INSURED Nabors, Giblin & Nickerson, P.A. 2502 N. Rocky Point Dr., Suite 106 Tampa, FL 33607	INSURER A: Underwriters at Lloyd's of London	AA128623
	INSURER B: QBE Insurance Corporation	39217
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
5479-B 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

Maryanne Mills

CONTRACT#: C14-2166-BCC
NABORS, GIBLIN & NICKERSON
COUNTY ATTORNEY SERVICES
EXPIRES: 09/30/2022 W/RENEWALS

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**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C14-2166-BCC Tracking Number: 3391-19
Procurement/Contractor/Lessee Name: Wabors, G. Blinn = MICASA Grant Funded: YES ___ NO X
Purpose: amendment # 2
Date/Term: 9-30-22 1. GREATER THAN \$100,000
Amount: 290,000 yearly 2. GREATER THAN \$50,000
Department: BCC 3. \$50,000 OR LESS
Dept. Monitor Name: Hofstad

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 5-16-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____

Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 5-17-19

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 5-16-19

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____

Finance Manager or designee

DeRita Mason

From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Thursday, May 16, 2019 3:29 PM
To: DeRita Mason
Subject: FW: Agenda Request - May 21st meeting (Extension and Amendment of NGN Contract)

DeRita – below is the approval from outside counsel.

From: Michael Mattimore <MMattimore@anblaw.com>
Date: May 10, 2019 at 11:03:59 AM EDT
To: "Stewart, Greg" <gstewart@ngn-tally.com>
Subject: Re: Agenda Request - May 21st meeting (Extension and Amendment of NGN Contract)

Greg,

The Amendment No. 2 To Agreement looks great and I will deliver a letter to John today.

Is there a typo on page 7 of 13 where it states that NGN represents the County in two matters but the second matter is stricken. Not a big deal.

Get [Outlook for iOS](#)

From: Stewart, Greg <gstewart@ngn-tally.com>
Sent: Wednesday, May 8, 2019 5:13 PM
To: Michael Mattimore
Subject: Fwd: Agenda Request - May 21st meeting (Extension and Amendment of NGN Contract)

Here is the agenda item I submitted. It has the description and proposed amendment. See if this is enough. if you need to see the original contract I can send it to you tomorrow.

Sent from my iPhone

Begin forwarded message:

From: "Stewart, Greg" <gstewart@ngn-tally.com>
Date: May 8, 2019 at 1:52:20 PM EDT
To: Roland Sims <rosims@myokaloosa.com>
Cc: "jhofstad@co.okaloosa.fl.us" <jhofstad@co.okaloosa.fl.us>, Greg Kisela <gkisela@co.okaloosa.fl.us>, Kay Godwin <kgodwin@myokaloosa.com>, "Hoshihara, Lynn" <lhoshihara@ngn-tally.com>, "Parsons, Kerry" <KParsons@ngn-tally.com>, "Grant Dugre (gdugre@co.okaloosa.fl.us)" <gdugre@co.okaloosa.fl.us>
Subject: Agenda Request - May 21st meeting (Extension and Amendment of NGN Contract)

Roland – Here is an agenda request for the extension and amendment of the Nabors, Giblin & Nickerson contract for legal services. This should be on the May 21st meeting. I have this being by John but it may be something that Greg may present. Let me know if you require anything further.

DeRita Mason

From: DeRita Mason
Sent: Friday, May 17, 2019 11:08 AM
To: Karen Donaldson
Subject: RE: Nabors, Giblin & Nickerson, P. A. 2018/2019 Professional Liability Certificate of Insurance

Will do.

From: Karen Donaldson
Sent: Friday, May 17, 2019 10:57 AM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: Nabors, Giblin & Nickerson, P. A. 2018/2019 Professional Liability Certificate of Insurance

See attached Insurance and scan to file C14-2166-BC/

Please make sure the contract renewal has the new insurance requirements attachment. They are required to have General Liability, Auto Liability, Workers Comp in addition to this insurance. They also need the additional insured on all policies as well as the waiver of subrogation.

thanks

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Mary Anne Miller <maryanne@kouwen.com>
Sent: Friday, May 17, 2019 10:20 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Lamb, Carol <clamb@ngn-tally.com>; Gianfrancesco, Eileen <egianfrancesco@ngn-tampa.com>
Subject: Nabors, Giblin & Nickerson, P. A. 2018/2019 Professional Liability Certificate of Insurance

Attached, please find a current Certificate of Insurance for the captioned.



NABOGIB-01

JULIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2019

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

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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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	BKW58291554	1/28/2019	1/28/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						EMPLOYEE BEN AG	\$ 2,000,000
B	AUTOMOBILE LIABILITY <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	X	X	BKW58291554	1/28/2019	1/28/2020	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	X	X	USO58291554	1/28/2019	1/28/2020	EACH OCCURRENCE	\$ 5,000,000
							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 N/A If yes, describe under DESCRIPTION OF OPERATIONS below			Z830151631	1/28/2019	1/28/2020	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C14-2166-BCC

CERTIFICATE HOLDER

CANCELLATION

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Okaloosa County
5479-A Old Bethel Road
Crestview, FL 32536

AUTHORIZED REPRESENTATIVE

**AMENDMENT NO. 2 TO AGREEMENT
FOR COUNTY ATTORNEY SERVICES
CONTRACT #C-14-2166-BCC**

This Amendment No. 2 made and entered into this 21 day of MAY, 2019, hereby amends contract C14-2166-BCC, dated March 18, 2014, as subsequently amended, by and between Okaloosa County, Florida, (hereinafter the "County") and Nabors, Giblin & Nickerson, P.A. (hereinafter "NGN").

WHEREAS, on March 18, 2014, the County and NGN entered into a contract, C14-2166-BCC (the "Agreement") for County Attorney Services; and

WHEREAS, on March 1, 2016, the Agreement was extended for an additional three-year term ending on September 30, 2019; and

WHEREAS, the parties wish to and amend the contract to add new and updated general services insurance requirements attached hereto as Exhibit "A"; and

WHEREAS, the parties wish to further extend the Agreement term and amend certain provisions of the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Section 3.2 of the Agreement is amended to reflect as follows:

3.2 Invoices for General County Attorney Services. NGN shall submit an invoice for the compensation for General County Attorney Services on a monthly basis. Each invoice will be for the prior month's service and in an amount equal to one twelfth of the agreed upon Annual Compensation amount of \$290,000 (\$24,166.66 per month). The invoice for General County Attorney Services shall consist only of a request for payment for the prior month's service and will not contain a detail summary of the actual services provided. However, NGN will maintain such information and make that information available upon request.

2. Section 4.1 of the Agreement is amended to reflect that the term of the Agreement is extended for an additional three (3) years beginning October 1, 2019 through September 30, 2022. Further that this Agreement may be amended for additional terms upon the mutual written agreement of the parties.

**CONTRACT#: C14-2166-BCC
NABORS, GIBLIN & NICKERSON
COUNTY ATTORNEY SERVICES
EXPIRES: 09/30/2022 W/ RENEWALS**

3. Article V of the Agreement shall be amended as follows:

ARTICLE V. DESIGNATED PERSONNEL. Services provided by NGN to the County shall be rendered by Lynn M. Hoshihara, designated as the County Attorney. Kerry A. Parsons shall be designated as the Chief Assistant County Attorney. Gregory T. Stewart shall provide special services to the Board and the County Administrator as assigned by the County Attorney. Additional attorneys employed by NGN shall be used in the provision of legal services to the County on an as needed basis and at the direction of Lynn M. Hoshihara or her designee.

4. Section 10.1 of the Agreement is amended to add the following language:

Public Records

IF NGN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NGN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

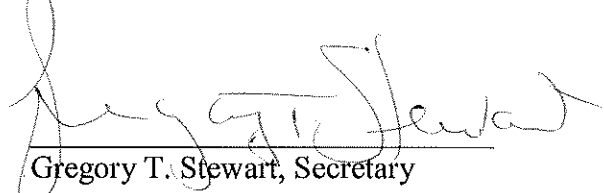
NGN must comply with the public records laws, Florida Statute Chapter 119, specifically NGN must:

- 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 contractor 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 contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor 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 public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

5. C14-2166-BCC is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "A" and made a part of the Contract by reference.
6. Exhibit B of the Agreement is amended as set forth in Amended Exhibit B which is attached hereto.
7. Exhibit D of the Agreement is amended to update the information therein as set forth in Amended Exhibit D which is attached hereto.
8. The parties shall comply with the Federal Regulations set forth in Exhibit E as attached hereto.
9. All other provisions of the Agreement shall remain in full force and effect through the duration of the renewal.

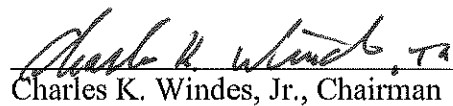
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

NABORS, GIBLIN & NICKERSON, P.A.


Gregory T. Stewart, Secretary

Date: May 20, 2019

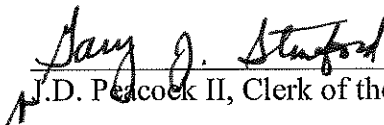
OKALOOSA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS


Charles K. Windes, Jr., Chairman

Date: MAY 21 2019



ATTEST:


J.D. Percock II, Clerk of the Court

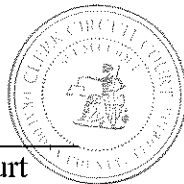


EXHIBIT "A"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the

Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage
	\$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Professional Liability (E&O)	\$1,000,000 each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor

and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

AMENDED EXHIBIT B

COMPENSATION

COMPENSATION FOR GENERAL COUNTY ATTORNEY SERVICES

(A) NGN shall be compensated for the county attorney services at the annual lump sum amount of \$290,000 per year. Such amount shall be payable in twelve equal monthly installments of \$24,166.66.

(B) NGN shall submit an invoice for the compensation for General County Attorney Services on a monthly basis. Each invoice will be for the prior month's service and in an amount equal to one twelfth of the agreed upon Annual Compensation amount of \$290,000 (\$24,166.66 per month). The invoice for General County Attorney Services shall consist only of a request for payment for the prior month's service and will not contain a detail summary of the actual services provided. However, NGN will maintain such information and make that information available upon request.

(C) To provide heightened accountability, NGN agrees to provide reports to the County documenting the time and resources spent upon General County Attorney Services. NGN and the County agree to jointly review such county attorney reports or invoices no later than October 1 of each year for purposes of promoting transparency and determining value, efficacy and equity of the current compensation arrangement.

COMPENSATION FOR LITIGATION AND EXTRAORDINARY SERVICES EXCEEDING TEN (10) HOURS IN TIME

NGN shall also provide legal services to the County in the prosecuting or defending litigation involving the County (for the purposes of this Agreement litigation is defined as those matters for which NGN serves as counsel of record for the County that are initiated by a filing in an administrative agency or tribunal or an action in state or federal court and shall also include all arbitrations and mediations) ("Litigation").

Additionally, NGN and the County recognizes that in some extraordinary matters relating to General County Attorney Services that the amount of time involved will exceed ten (10) hours in attorney time. These types of activities may include but are not limited to the preparing, revising and reviewing extensive ordinances, policy provisions, contracts, resolutions, agreements, leases, interlocal agreements, special election ballots, procurement documents, and other legal documents on behalf of the County that are reasonably expected to require more than ten (10) hours of attorney time ("Extraordinary Services"). Prior to engaging in the provision of these Extraordinary

Services, NGN shall provide written notice to the County Administrator that the activity will exceed ten (10) hours and that the hourly billing provision for these Services will apply and shall obtain the approval of the County Administrator prior to beginning these Extraordinary Services.

Litigation and Extraordinary Services will be compensated on an hourly basis at the following rates:

(A) NGN shall be compensated for Litigation and Extraordinary Services on an hourly basis at the following rates:

<u>Partners</u>	<u>\$170 per hour</u>
<u>Associates</u>	<u>\$150 per hour</u>
<u>Clerks/Paralegals</u>	<u>\$ 75 per hour</u>

(B) Excluded from the above hourly rates are the matters contained on Amended Exhibit D to this Agreement.

(C) All statements or invoices for fees for such services rendered on Litigation and Extraordinary Services submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to ensure that the work performed, expense incurred, or service rendered actually took place, and that the correct amount has been charged.

(D) All invoices shall include documentation for costs and shall be submitted to, approved and processed for payment by the County Administrator unless directed otherwise by the County Administrator.

COMPENSATION FOR SPECIAL SERVICES
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NGN shall also provide various specialized services to the County, on an as needed basis (“Special Services”). These Special Services include, but are limited to the following:

- (A) Representing the County with respect to the issuance of bonds, notes, or other obligations of the County;
- (B) Issuing title insurance commitments and policies;
- (C) Preparing and implementing Special Revenue Projects for the County;
- (D) Utility matters relating to capital projects, financing, rate setting, regulatory compliance, contracting, system development and enhancement.
- (E) Providing legislative consulting services.

Compensation for such Special Services shall be negotiated on a project by project basis, subject to the approval of the County Administrator. The terms for invoicing on those matters shall be determined as part of the project negotiations.

AMENDED EXHIBIT D
EXCEPTIONS TO HOURLY RATE

NGN currently represents Okaloosa County in certain matters that have different billing arrangements than under the terms of this Agreement. These matters will continue to be billed under the previous agreement rates or terms. The matters are as follows:

Okaloosa County (FY 09-10 Reconciliation)

Bay County, et al. v. Department of Juvenile Justice

DOAH Case Nos. 11-0995, 11-0999, 11-1001, 11-1002, 11-1003,
11-1004, 11-1265, 11-1266, 11-1268

(Joint billing arrangement with the following Counties: Okaloosa, Nassau, St. Lucie, Polk,
Marion, Walton, Charlotte and Manatee)

Okaloosa County v. Department of Juvenile Justice (FY 10-11 Reconciliation)

DOAH Case No. 11-5894

(Joint billing arrangement with the following Counties: Okaloosa, St. Lucie, Nassau, Polk,
Marion, Walton, Charlotte and Manatee)

Okaloosa County v. Department of Juvenile Justice (FY 11-12 Reconciliation)

DOAH Case No. 13-2907 (Consolidated): Volusia County, et al. v. Department of Juvenile Justice

DOAH CASE NOS. 13-1442, 13-2906, 13-2907, 13-2908, 13-2909, 13-2910, 13-2911, 13-2912,
13-2913, 13-2914, 13-2915, 13-4390

(Joint billing arrangement with the following Counties: Okaloosa, Nassau, St. Lucie,
Walton, Polk, Charlotte and Manatee)

Okaloosa County (FY 12-13 Reconciliation)

Representation re: Department of Juvenile Justice Reconciliation

(Joint billing arrangement with the following Counties: Okaloosa, Nassau,
St. Lucie, Charlotte, Manatee, Collier, Walton)

These matters have a cost of defense that is shared with other counties. The hourly rates that will continue to be charged for these matters are as follows:

Firm Partners	\$250.00 per hour
Firm Associates	\$200.00 per hour
Law Clerks	\$ 75.00 per hour

EXHIBIT D (CONT.)

NGN currently represents the County in the below matter which is under a contingency fee agreement. This matter is as follows:

Okaloosa County, Florida v. LaGrange Aero, Inc., et al.
Case No. 2010-CA-6909 S (1st Judicial Circuit)
(Contingency)

Leon County, et al. v. Expedia, Inc., et al. (On Line Travel)
~~Case No. 2009-CA-4882 (2nd Judicial Circuit)~~
~~Case No. 2009-CA-4319 (2nd Judicial Circuit)~~
~~Case No. 1D12-4815 (1st DCA)~~
~~Case No. 1D12-2421 (1st DCA)~~
~~Case No. SC13-2056 (Fla. Supreme Court)~~
~~Case No. SC13-838 (Fla. Supreme Court)~~
(Contingency)

This matter will continue to be handled under the terms of the contingency agreement entered into between NGN and the County.

Standard Contract Clauses

EXHIBIT E

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - a. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
 - d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

- ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph E (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

- i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- ii. Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.



JAN 31 2018

NABOGIB-01

JULIE

CERTIFICATE OF LIABILITY INSURANCE

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

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).

PRODUCER Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317	CONTACT NAME: PHONE (A/C, No, Ext): (850) 878-2121		FAX (A/C, No): (850) 878-2128
	E-MAIL ADDRESS:		
INSURED Nabors, Giblin & Nickerson, P.A. P.O. Box 11008 Tallahassee, FL 32302	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West American Insurance Company		44393
	INSURER B: American States Insurance Company		19704
	INSURER C: Ohio Casualty Insurance Company		24074
	INSURER D: Zenith Insurance Company		13269
	INSURER E: INSURER F:		

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

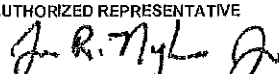
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	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 type="checkbox"/> EXCESS LIAB 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

CERTIFICATE HOLDER **CANCELLATION**

Okaloosa County 602-C North Pearl Street 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 

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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Copyright, Insurance Services, 2001

(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 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.

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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 II) 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.

213
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2017

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).

PRODUCER Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee, FL 32317 John R. Nysten, Jr.	CONTACT NAME: John R. Nysten, Jr.	
	PHONE (A/C, No, Ext): 850-878-2121	FAX (A/C, No): 850-878-2128
E-MAIL ADDRESS: jnylen@earlbacon.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zenith Insurance Co		13269
INSURER B: American States Insurance Co		19704
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Nabors, Giblin & Nickerson, P.A.
 P.O. Box 11008
 Tallahassee, FL 32302

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aggregate p/Locat GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	01CI3265938	01/28/2017	01/28/2018	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 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01CI3265938	01/28/2017	01/28/2018	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		01SU41768180	01/28/2017	01/28/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Z830151629	01/28/2017	01/28/2018	<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)

Forms Attached: CG 76 35 02 07

Contract # C14-2166-BCC
 NABORS, GIBLIN & NICKERSON
 COUNTY ATTORNEY SERVICES
 EXPIRES: 09/30/2019 W/ ADDITIONAL 1 YR TERMS

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CERTIFICATE HOLDER OKCOCR2 Okaloosa County 602-C North Pearl Street Crestview, FL 32536	CANCELLATION 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)
10/31/2017

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 KOUWENHOVEN & ASSOC 365 Wekiva Springs Rd #251 Longwood, FL 32779	CONTACT NAME: PHONE (A/C, No, Ext): (407) 774-5556	FAX (A/C, No): (407) 774-7820	
	E-MAIL ADDRESS: maryanne@kouwen.com		
INSURED Nabors, Giblin & Nickerson, P.A. 2502 Rocky Point Dr., Suite 1060 Tampa, FL 33607	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Underwriters at Lloyd's of London		AA128623
	INSURER B: StarStone Specialty Insurance Co.		44776
	INSURER C:		
	INSURER D:		
	INSURER E:		

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	ADSL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			B0146LDUSA1704839	11/1/17	11/1/18	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	X Lawyers Prof Liab (Primary)						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
B	AUTOMOBILE LIABILITY			05337E172APL	11/1/17	11/1/18	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
	UMBRELLA LIAB						BODILY INJURY (Per accident) \$
	X EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE						\$
							EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A					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

CERTIFICATE HOLDER Okaloosa County Attn: Kay Godwin, Deputy County Administrator 302 N. Wilson Street, Suite 300 Crestview, FL 32536	CANCELLATION 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 
---	--

**AMENDMENT NO.1 TO AGREEMENT FOR
COUNTY ATTORNEY SERVICES**

CONTRACT #C14-2166-BCC


This AMENDMENT NO.1 made and entered into this 1st day of March, 2016, amends the Agreement for County Attorney Services (Contract #C14-2166-BCC) (the "Initial Agreement"), dated March 18, 2014, by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County") and Nabors, Giblin & Nickerson, P.A. ("NGN") as follows:

1. The term of the Initial Agreement is extended for an additional three (3) years beginning on October 1, 2016 through September 30, 2019.
2. The Annual Compensation under Section 3.2 of the Initial Agreement shall be \$270,000, payable in equal monthly payments of \$22,500 per month plus all reimbursable expenses.
3. In consideration of this extension, NGN will agree to have an attorney present within the County for a minimum of three (3) days per week.

All other provisions of the Initial Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.


OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr., Chairman
Board of County Commissioners



ATTEST:

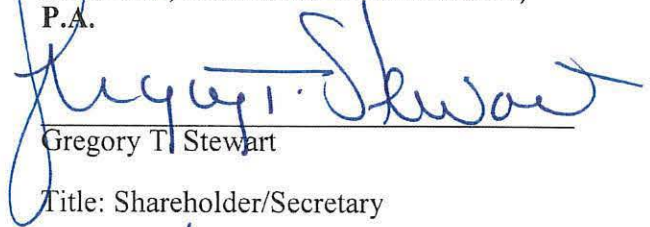


J.D. Peacock, II
Clerk of the Circuit Court



**CONTRACT # C14-2166-BCC
NABORS GIBLIN & NICKERSON
COUNTY ATTORNEY SERVICES
EXPIRES: 09/30/2019 W/ADDITIONAL
1 YR TERMS**

NABORS, GIBLIN & NICKERSON,
P.A.

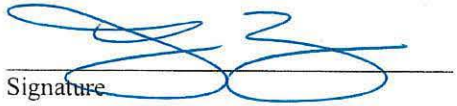


Gregory T. Stewart

Title: Shareholder/Secretary

Date: February 18, 2016

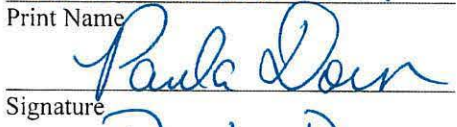
Witnesses:



Signature

LYNN HOSHIKAWA

Print Name



Signature

Paula Dorn

Print Name

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

3/10/15

Contract/Lease Control #: C14-2166-BCC

Bid #:

N/A

Contract/Lease Type:

CONTRACT

Award To/Lessee:

NABORS, GIBLIN & NICKERSON, P.A.

Owner/Lessor:

OKALOOSA COUNTY

Effective Date:

9/30/16 w/ additional 1yr terms

Term:

03/31/2015 W/ADDITIONAL 1YR TERMS

Description of
Contract/Lease:

COUNTY ATTORNEY SERVICES

Department:

BCC

Department Monitor:

PADGETT

Monitor's Telephone #:

850-651-7515

Monitor's FAX # or E-mail:

EPADGETT@CO.OKALOOSA.FL.US

Closed:

cc: Finance Department Contracts & Grants Office



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).

PRODUCER Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee, FL 32317 John R. Nylen, Jr.	Phone: 850-878-2121	CONTACT NAME:	
	Fax: 850-878-2128	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Zenith Insurance Co	NAIC # 13269
		INSURER B : American States Insurance Co	19704
		INSURER C : TheTravelers Indemnity Company	25658
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED Nabors, Giblin & Nickerson, P.A.
P.O. Box 11008
Tallahassee, FL 32302

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	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>	01CI3265936	01/28/2015	01/28/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000	
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
C	<input type="checkbox"/> AUTOMOBILE LIABILITY		BA446L476109SEL	01/28/2009	01/28/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS					<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					<input checked="" type="checkbox"/>	BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		01SU41768160	01/28/2015	01/28/2016	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB					<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
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)					<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

CERTIFICATE HOLDER**CANCELLATION**

OKCOCR2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Okaloosa County 602-C North Pearl Street Crestview, FL 32536	AUTHORIZED REPRESENTATIVE

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CONTRACT/LEASE RENEWAL FORM

Date: 2/10/2015

Nabors, Giblin, & Nickerson, P.A.
Attn: Greg Stewart
P.O. Box 11008
Tallahassee, FL 32302

**CERTIFIED A TRUE
AND CORRECT COPY**
JD PEACOCK II
CLERK CIRCUIT COURT

BY Jenna Ward
DEPUTY CLERK



DATE March 5, 2015

RE: Contract Renewal

Dear Mr. Stewart:

The Okaloosa County Board of County Commissioners wishes to renew the subject contract/lease, #C14-2166-BCC for an additional term. The contract renewal period will be April 1, 2015 to March 31, 2016.

If you would like to review the previously accepted contract, please feel free to view on-line at http://www.co.okaloosa.fl.us/contracts/contract_pdf/C14-2166-BCC.pdf

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable) to John Hofstad, County Administrator, 1804 Lewis Turner Blvd., Suite 400, Fort Walton Beach, FL 32547.

COUNTY REPRESENTATIVES

Dept. Director County Administrator
Signature: ALSO SIGNING AS DIRECTOR

Approved By: [Signature]
(as prescribed below on item 1)
Approved By: Nathan D. Boyles
(as prescribed below on item 1)
Chairman

Date: 3-5-15

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: [Signature]
Nabors, Giblin & Nickerson, P.A.

Approved By: [Signature]

Title: Shareholder

Date: 2/25/15

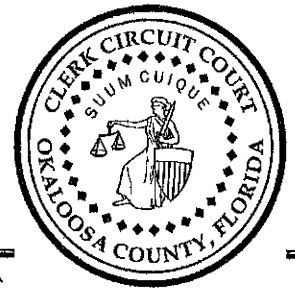
County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

**CONTRACT # C14-2166-BCC
NABORS GIBLIN & NICKERSON
COUNTY ATTORNEY SERVICES
EXPIRES: 03/31/2016 W/ADDITIONAL
1 YR TERMS 9/30/16**

JD PEACOCK
II

CONTRACT # C14-2166-BCC
NABORS GIBLIN & NICKERSON
COUNTY ATTORNEY SERVICES
EXPIRES: 09/30/2016 W/ADDITIONAL
1 YR TERMS



CLERK OF THE CIRCUIT COURT AND COMPTROLLER, OKALOOSA COUNTY, FLORIDA

March 10, 2015

The following is an excerpt of the Okaloosa County Board of County Commissioners meeting of March 3, 2015:

NEW BUSINESS - CONTRACT RENEWAL WITH NABORS, GIBLIN & NICKERSON
FOR COUNTY ATTORNEY SERVICES

Mr. Hofstad presented for consideration renewal of the contract with Nabors, Giblin & Nickerson for County Attorney services for a one-year term.

Mr. Windes referred to the good experience working with this firm and said he believes we should continue. Mr. Windes made motion, seconded by Mr. Harris, to approve the contract renewal and extend the term through September 30, 2016 to coincide with the end of the fiscal year.

Mr. Goodwin stated, generally, he is in support of the extension. However, he does have concern with the authority given to Nabors, Giblin & Nickerson to hire attorneys outside its firm without direct Board oversight. He said he understands the practicality of this but asked for the language to be rephrased or caps to be inserted. Mr. Goodwin stated he does not think that is a responsibility he can delegate in whole regarding the oversight or direct input. He suggested a cap for hiring outside attorneys in an emergency situation with ratification at the next opportunity.

Mr. Boyles asked if this is a contract issue or a policy issue. Mrs. Ketchel said she believes Article VII of the contract deals with this item. Mr. Goodwin said he agrees with instances dealing with experts but asked for the portion for outside counsel to be stricken.

Mr. Harris expressed confusion and commented this has never been an issue.

Mr. Stewart explained the evolution of the process in relation to the Purchasing Manual. He said the procurement of legal services as outlined in the Purchasing Manual was treated like

101 E. JAMES LEE BLVD. • CRESTVIEW, FLORIDA 32536 • (850) 689-5000

REPLY TO:

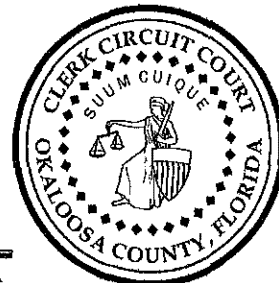
ANNEX EXTENSION • 1940 LEWIS TURNER BLVD, SUITE 1-300 • FT WALTON BEACH, FL 32547 • (850) 651-

BRACKIN BUILDING • 302 NORTH WILSON ST., SUITE 203 • CRESTVIEW, FLORIDA 32536 • (850) 689-5000

JD PEACOCK

II

CLERK OF THE CIRCUIT COURT AND COMPTROLLER, OKALOOSA COUNTY, FLORIDA



any other procurement and was an unworkable policy. Mr. Stewart stated there was no way to hire counsel and meet the necessary deadlines. He said prior County Administrators (Chris Holley and Jim Curry) made those decisions as the de facto board. The portion regarding procurement of legal services was removed from the Purchasing Manual. He also explained the time constraints regarding certain types of legal issues.

Mr. Goodwin said he realizes there are time constraints but would like to have the ability to ratify, saying he can then look the citizens in the face and say he did not delegate his responsibility.

Mr. Stewart stated he can bring back a report on the necessity to hire outside counsel but does not believe it will happen very often. He remarked he is not overjoyed at preparing an agenda item for this type issue and does not think the policy should be amended. Mr. Goodwin responded it could be added to the contract. Mr. Stewart replied the firm is willing to add the language and return it to the Board for ratification and modification.

Mr. Harris stated he is fine with the contract as it is. Mr. Windes stated his motion stands. 3 yeas, 2 nays. (Mr. Goodwin and Mrs. Ketchel voting no.)

Sincerely,

J.D. PEACOCK II
CLERK OF CIRCUIT COURT

By: Teresa Ward
BCC Records

NOTE: These minutes have not been approved as of this date.

101 E. JAMES LEE BLVD. • CRESTVIEW, FLORIDA 32536 • (850) 689-5000

REPLY TO: ANNEX EXTENSION • 1940 LEWIS TURNER BLVD, SUITE 1-300 • FT WALTON BEACH, FL 32547 • (850) 651-
 BRACKIN BUILDING • 302 NORTH WILSON ST., SUITE 203 • CRESTVIEW, FLORIDA 32536 • (850) 689-5000



CONTRACT/LEASE RENEWAL FORM

Date: 2/10/2015

Nabors, Giblin, & Nickerson, P.A.
Attn: Greg Stewart
P.O. Box 11008
Tallahassee, FL 32302

**CERTIFIED A TRUE
AND CORRECT COPY**

**JD PEACOCK II
CLERK CIRCUIT COURT**

BY Jessica Ward
DEPUTY CLERK



DATE March 5, 2015

RE: Contract Renewal

Dear Mr. Stewart:

The Okaloosa County Board of County Commissioners wishes to renew the subject contract/lease, #C14-2166-BCC for an additional term. The contract renewal period will be April 1, 2015 to March 31, 2016.

If you would like to review the previously accepted contract, please feel free to view on-line at http://www.co.okaloosa.fl.us/contracts/contract_pdf/C14-2166-BCC.pdf

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable) to John Hofstad, County Administrator, 1804 Lewis Turner Blvd., Suite 400, Fort Walton Beach, FL 32547.

COUNTY REPRESENTATIVES

Dept. Director County Administrator
Signature: ALSO SIGNING AS DIRECTOR

Approved By: [Signature]
(as prescribed below on item 1)

Approved By: Nathan D. Boyles
(as prescribed below on item 1)
Chairman

Date: 3-5-15

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: [Signature]
Nabors, Giblin & Nickerson, P.A.

Approved By: [Signature]

Title: Shareholder

Date: 2/25/15

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

**CONTRACT # C14-2166-BCC
NABORS GIBLIN & NICKERSON
COUNTY ATTORNEY SERVICES
EXPIRES: 03/31/2016 W/ADDITIONAL
1 YR TERMS**

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/27/2014

Contract/Lease Control #: C14-2166-BCC

Bid #: N/A

Contract/Lease Type: CONTRACT

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/01/2014

Term: 03/31/2015 W/ADDITIONAL 1YR TERMS

Description of Contract/Lease: COUNTY ATTORNEY SERVICES

Department: BCC

Department Monitor: PADGETT

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: EPADGETT@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C14-246-Bcc Tracking Number: 905-14
Contractor/Lessee Name: Nabors, Libbin, Nickerson Grant Funded: YES ___ NO X
Purpose: County Atty Services BCC-04-14
Date/Term: 4/1/14 - 3/31/15 w/add ltr 1. GREATER THAN \$50,000
Amount: \$250,000 + add services terms 2. GREATER THAN \$25,000
Department: BCC 3. \$25,000 OR LESS
Dept. Monitor Name: Padgett
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
[Signature] Date: 3-12-14
Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written:
[Signature] Date: 3-12-14
Risk Manager or designee Gary Rhea

County Attorney Review

Contract written & executed by John Dowd.
Approved as written: Joanne Kublik
Date: _____
County Attorney _____

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

AGREEMENT FOR COUNTY ATTORNEY SERVICES

This Agreement made and entered into this 18th day of March, 2014, by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and the law firm of NABORS, GIBLIN & NICKERSON, P.A. ("NGN") for the provision of County Attorney services as more particularly set forth herein.

WITNESSETH

WHEREAS, the County has selected NGN to provide legal services as county attorney as a result of the County's Request for Letters of Interest (#BCC 04-14); and

WHEREAS, NGN represents that it has the ability to render the services as required by the County as set forth herein; and

WHEREAS, the County seeks to engage NGN to serve as county attorney.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. RECITALS. The above recitals are true and correct and are incorporated herein as essential terms of this Agreement.

ARTICLE II. SCOPE OF SERVICES. NGN shall provide county attorney services in accordance with the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

ARTICLE III. COMPENSATION AND INVOICES.

3.1 Compensation. Compensation under this Agreement shall be as set forth in EXHIBIT "B" attached hereto and incorporated by reference.

3.2 Invoices for General County Attorney Services. NGN shall submit an invoice for the compensation for General County Attorney Services on a monthly basis. Each invoice will be for the prior month's service and in an amount equal to one twelfth of the agreed upon Annual Compensation amount of \$250,000. The invoice for General County Attorney Services shall consist only of a request for payment for the prior month's service and will not contain a detail summary of the actual services provided. However, NGN will maintain such information and make that information available upon request.

3.3 Invoices for Litigation Services. All statements or invoices for fees and costs for Litigation services rendered, that are submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, and that the correct amount has been charged.

3.4 Invoices for Extraordinary Services consisting of Matters Exceeding 10 Hours in Work. Services for those general County Attorney Services matters which will exceed ten (10) hours ("Extraordinary Services") shall be billed on an hourly basis. All statements or invoices for fees and costs for such services rendered, that are submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, was properly authorized and that the correct amount has been charged.

3.5 Invoices for Special Services. Invoices for representation of the County with respect to the issuance of bonds, notes, or other obligations of the county, issuance of title certificates for the development of special revenue projects, specialized utility matters, legislative services or such other specialized services shall be negotiated on a project by project basis and subject to the approval of the County Administrator. The terms for invoicing on those matters shall be determined as part of the project negotiations.

3.6 No invoice will be processed without the executed task order, purchase order or contract/lease payment approval form approved by the respective County official(s). No invoice will be approved unless a copy of the actual invoice from the vendor accompanies the invoice reflecting the acquisition of goods/services.

3.7 No advancement of funds will be paid unless specifically approved by the Board of County Commissioners.

3.8 In the event a portion of an invoice submitted to the County for payment to NGN, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

ARTICLE IV. TERM AND TERMINATION.

4.1 The term of this Agreement shall be from April 1, 2014 through March 31, 2015, unless terminated earlier pursuant to the provisions of this Agreement. This Agreement may be extended, upon mutual written agreement of the parties, for additional one (1) year terms or any other extension agreed to by the parties in writing.

4.2 **Termination Without Cause.** The County may terminate this Agreement without cause by giving written notice to NGN of its intent to terminate this Agreement. Such written notice of intent shall be given sixty (60) days prior to the actual date of termination.

4.3 **Termination With Cause.** This Agreement may be terminated by the County if there is a material breach of this Agreement which is not cured within twenty (20) days after the receipt of written notice of the breach. Upon the giving of written notice and the failure to cure, this Agreement shall be terminated automatically at the end of the cure period.

4.4 Upon such notification of termination, the parties shall cooperate to provide for an orderly transfer of responsibilities from NGN to its successor.

4.5 In the event sufficient budgeted funds are not available for a new monthly period, the County shall notify NGN of such occurrence and the Agreement shall terminate on the last day of the current monthly period without penalty or expense to the County. Such termination shall be deemed without cause.

4.6 The rights, duties and responsibilities of NGN shall continue in full force during the period of notice of termination set forth herein, regardless if for cause or without cause.

4.7 If the Agreement is terminated by the County as provided herein, NGN will be paid an amount which is equal to the total of all fees or costs incurred on or prior to the date of termination.

ARTICLE V. DESIGNATED PERSONNEL. Services provided by NGN to the County shall be rendered by Gregory T. Stewart, designated as the County Attorney. Lynn M. Hoshihara, shall be designated as the Chief Assistant County Attorney. Additional attorneys employed by NGN shall be used in the provision of legal services to the County on an as needed basis and at the direction of Gregory T. Stewart or his designee.

ARTICLE VI. INDEPENDENT CONTRACTOR. NGN is, and shall be, in the performance of the services provided herein an independent contractor and not an employee of the County. All persons engaged in the services provided herein shall at all times, and in all places, be subject to the NGN's sole discretion, supervision, and control. NGN does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for herein.

ARTICLE VII. OUTSIDE COUNSEL AND EXPERTS. From time to time, the Board may encounter issues which require retention of outside counsel or other experts with a specialized knowledge in a particular area. If such retention is required, NGN shall have the authority to use or retain on behalf of the County such additional experts or counsel that it deems necessary to implement the related objectives and programs of the County. Such retention shall be subject to the approval of the County Administrator. Statements for fees and costs incurred by any approved consultant, expert or counsel, shall be first reviewed by NGN and, upon approval, submitted to the County Administrator and/or the Board for payment, as appropriate.

ARTICLE VIII. CONTRACT ADMINISTRATION.

8.1 NGN shall accept direction from the Board; however, for ease and convenience of administration, the County hereby also designates its County Administrator to provide policy direction and instructions to NGN in the administration of its duties hereunder to the extent that such direction and instruction does not conflict with the authority, policy or direction of the Board.

8.2 NGN shall be entitled to reasonably rely upon direction received from the County Administrator.

ARTICLE IX: CONTRACTOR REQUIREMENTS & CERTIFICATIONS.

9.1 NGN hereby certifies that it is legally entitled to enter into this Agreement with the County and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

9.2 NGN represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes and the other required executed forms as contained in the Request for Letters of Interest.

9.3 In connection with the services to be performed under this Agreement, NGN shall comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE X. GENERAL PROVISIONS.

10.1 NGN shall comply with the provisions of Chapter 119, Florida Statutes in the provision of the services provided herein to the County.

10.2 Insurance. During the term of this agreement, NGN shall maintain the insurance requirements as set forth on Exhibit "C" attached hereto.

10.3 Conflict of Interest. NGN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of this legal services provided herein, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. NGN shall promptly notify the County in writing of any circumstance or representation that may create a conflict of interest or other circumstance which may influence or appear to influence the NGN's judgment or quality of service. NGN shall abide by The Florida Bar's ethics rules and applicable provisions in Chapter 112, Florida Statutes, in the provision of the services provided herein.

10.4 Indemnification. To the fullest extent permitted by law, NGN shall indemnify and hold the County harmless, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the NGN and other persons employed or utilized by the NGN in the performance of this Agreement.

10.5 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for all legal actions necessary to enforce this agreement shall be in Okaloosa County, Florida.

10.6 Entire Agreement. The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof. NGN has provided services to the County and its Departments through various past agreements. Those past agreements will be deemed to be terminated and superseded by this Agreement. The only exceptions to this provision are set forth in EXHIBIT D.

10.7 Amendments. This Agreement may be amended only in writing upon mutual consent of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, unless otherwise expressly provided.

10.8 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

County: Okaloosa County Florida
County Administrator
1804 Lewis Turner Blvd., Suite 400
Fort Walton Beach, FL 32547

County Attorney: Nabors, Giblin & Nickerson, P.A.
Attn: Gregory T. Stewart
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

Either party may, by written notice given to the other party, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Approved as to form:

By: [Signature]
John Dowd, County Attorney

OKALOOSA COUNTY, FLORIDA

[Signature]
Charles K. Windes, Jr. Chairman
Board of County Commissioners



ATTEST:

[Signature]
Clerk of the Circuit Court



Date: 3/20/14

NABORS, GIBLIN & NICKERSON, P.A

[Signature]
Gregory T. Stewart

Date: March 7, 2014

Witnesses:

[Signature]
Signature

Paula Dorn
Print Name

[Signature]
Signature

LYNN HOSHIHARA
Print Name

EXHIBIT A

SCOPE OF SERVICES

COUNTY ATTORNEY SERVICES

NGN shall serve as the county attorney for the County and shall provide all legal services required by the County, which shall include but not limited to:

(A) Oversee and direct the implementation of internal legal activities and operations, which include planning, coordinating, administering, and evaluating projects, processes, procedures, systems and standards; ensure compliance with Federal, State and local laws, regulations, codes, and/or standards.

(B) Research and interpret the law using statutes, case law, ordinances and administrative regulations; provide legal advice, analysis, and opinions upon request for appointed county officials, administrative management staff and advisory boards concerning local government, administrative policy development, employment, purchasing practices, real estate, code enforcement, public records, and/or other related legal issues.

(C) Prepare and review proposed legislation, ordinances, resolutions, contracts, deeds, leases, bond provisions and other legal documents requested by the County Commissioners, County Administrator or management staff.

(D) Investigate complaints by or against the County; prepare cases for trial; represent the County in litigation, including administrative hearings, arbitration and civil trials before county, state and federal courts.

(E) Make informed decisions to bring regulatory, administrative and litigation matters to a cost-effective conclusion.

(F) Prepare, review, interpret and analyze a variety of information, data and reports and make recommendations based on findings.

(G) Prepare cost estimates for budget recommendations; monitor and control outside counsel expenditures.

(H) Coordinate, monitor and report to the Commission on the representation of the County by special outside counsel retained by the Commission.

(I) Attend meetings of the Board of County Commissioners and committees.

(J) Providing such other legal services as the Board may from time-to-time direct.

EXHIBIT B

COMPENSATION

COMPENSATION FOR GENERAL COUNTY ATTORNEY SERVICES

(A) NGN shall be compensated for the county attorney services at the annual lump sum amount of \$250,000 per year. Such amount shall be payable in twelve equal monthly installments.

(B) NGN shall submit an invoice for the compensation for General County Attorney Services on a monthly basis. Each invoice will be for the prior month's service and in an amount equal to one twelfth of the agreed upon Annual Compensation amount of \$250,000. The invoice for General County Attorney Services shall consist only of a request for payment for the prior month's service and will not contain a detail summary of the actual services provided. However, NGN will maintain such information and make that information available upon request.

(C) To provide heightened accountability, NGN agrees to provide reports to the County documenting the time and resources spent upon General County Attorney Services. NGN and the County agree to jointly review such county attorney reports or invoices no later than October 1 of each year for purposes of promoting transparency and determining value, efficacy and equity of the current compensation arrangement.

COMPENSATION FOR LITIGATION AND EXTRAORDINARY SERVICES EXCEEDING TEN (10) HOURS IN TIME

NGN shall also provide legal services to the County in the prosecuting or defending litigation involving the County (for the purposes of this Agreement litigation is defined as those matters for which NGN serves as counsel of record for the County that are initiated by a filing in an administrative agency or tribunal or an action in state or federal court and shall also include all arbitrations and mediations) ("Litigation").

Additionally, NGN and the County recognizes that in some extraordinary matters relating to General County Attorney Services that the amount of time involved will exceed ten (10) hours in attorney time. These types of activities may include but are not limited to the preparing, revising and reviewing extensive ordinances, policy provisions, contracts, resolutions, agreements, leases, interlocal agreements, special election ballots, procurement documents, and other legal documents on behalf of the County that are reasonably expected to require more than ten (10) hours of attorney time ("Extraordinary Services"). Prior to engaging in the provision of these Extraordinary Services, NGN shall provide written notice to the County Administrator that the activity will exceed ten (10) hours and that the hourly billing provision for these Services will apply and shall obtain the approval of the County Administrator prior to beginning these Extraordinary Services.

Litigation and Extraordinary Services will be compensated on an hourly basis at the following rates:

(A) NGN shall be compensated for Litigation and Extraordinary Services on an hourly basis at the following rates:

Partners	\$150 per hour
Associates	\$135 per hour
Clerks/Paralegals	\$65 per hour

(B) Excluded from the above hourly rates are the matters contained on Exhibit "D" to this Agreement.

(C) All statements or invoices for fees for such services rendered on Litigation and Extraordinary Services submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, and that the correct amount has been charged.

(D) All invoices shall include documentation for costs and shall be submitted to, approved and processed for payment by the County Administrator unless directed otherwise by the County Administrator.

COMPENSATION FOR SPECIAL SERVICES

NGN shall also provide various specialized services to the County, on an as needed basis ("Special Services"). These Special Services include but are limited to the following:

(A) Representing the County with respect to the issuance of bonds, notes, or other obligations of the County;

(B) Issuing title insurance commitments and policies;

(C) Preparing and implementing Special Revenue Projects for the County;

(D) Utility matters relating to capital projects, financing, rate setting, regulatory compliance, contracting, system development and enhancement.

(E) Providing legislative consulting services.

Compensation for such Special Services shall be negotiated on a project by project basis, subject to the approval of the County Administrator. The terms for invoicing on those matters shall be determined as part of the project negotiations.

REIMBURSEMENT OF COSTS

Under this Agreement, NGN will not charge the County for travel time on those matters which are compensated on an hourly basis.

In addition to the compensation specified above, NGN will be reimbursed for those expenses incurred which are directly related to the provision of services, including, but not limited to: copy and fax costs, long distance telephone costs, express mail and on-line research expenses.

NGN will be reimbursed for travel in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes.

EXHIBIT C

INSURANCE REQUIREMENTS

NGN shall maintain at a minimum, the following limits of insurance coverage during the term of this Agreement:

- | | | |
|----|---|--|
| A. | Worker's Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$1,000,000 each accident |
| B. | Business Automobile & Commercial
General Liability Insurance | \$1,000,000 each occurrence
(A combined single limit) |
| C. | Personal and Advertising Injury | \$250,000 |
| D. | Professional Liability | \$1,000,000 |

EXHIBIT D
EXCEPTIONS TO HOURLY RATE

NGN currently represents Okaloosa County in certain matters that have different billing arrangements than under the terms of this Agreement. These matters will continue to be billed under the previous agreement rates or terms. The matters are as follows:

Okaloosa County (FY 09-10 Reconciliation)

Bay County, et al. v. Department of Juvenile Justice

DOAH Case Nos. 11-0995, 11-0999, 11-1001, 11-1002, 11-1003,
11-1004, 11-1265, 11-1266, 11-1268

(Joint billing arrangement with the following Counties: Okaloosa, Nassau, St. Lucie, Polk,
Marion, Walton, Charlotte and Manatee)

Okaloosa County v. Department of Juvenile Justice (FY 10-11 Reconciliation)

DOAH Case No. 11-5894

(Joint billing arrangement with the following Counties: Okaloosa, St. Lucie, Nassau, Polk,
Marion, Walton, Charlotte and Manatee)

Okaloosa County v. Department of Juvenile Justice (FY 11-12 Reconciliation)

DOAH Case No. 13-2907 (Consolidated): Volusia County, et al. v. Department of Juvenile Justice

DOAH CASE NOS. 13-1442, 13-2906, 13-2907, 13-2908, 13-2909, 13-2910, 13-2911, 13-2912,
13-2913, 13-2914, 13-2915, 13-4390

(Joint billing arrangement with the following Counties: Okaloosa, Nassau, St. Lucie,
Walton, Polk, Charlotte and Manatee)

Okaloosa County (FY 12-13 Reconciliation)

Representation re: Department of Juvenile Justice Reconciliation

(Joint billing arrangement with the following Counties: Okaloosa, Nassau,
St. Lucie, Charlotte, Manatee, Collier, Walton)

These matters have a cost of defense that is shared with other counties. The hourly rates that will continue to be charged for these matters are as follows:

Firm Partners	\$250.00 per hour
Firm Associates	\$200.00 per hour
Law Clerks	\$ 75.00 per hour

EXHIBIT D (CONT.)

NGN currently represents the County in two matters which are under a contingency fee agreement. These matters are as follows:

Okaloosa County, Florida v. LaGrange Aero, Inc., et al.

Case No. 2010-CA-6909 S (1st Judicial Circuit)

(Contingency)

Leon County, et al. v. Expedia, Inc., et al. (On Line Travel)

Case No. 2009-CA-4882 (2nd Judicial Circuit)

Case No. 2009-CA-4319 (2nd Judicial Circuit)

Case No. 1D12-4815 (1st DCA)

Case No. 1D12-2421 (1st DCA)

Case No. SC13-2056 (Fla. Supreme Court)

Case No. SC13-838 (Fla. Supreme Court)

(Contingency)

These matters will continue to be handled under the terms of the contingency agreement entered into between NGN and the County.



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).

PRODUCER Earl Bacon Agency, Inc 3131 Lonnblad Road P.O. Box 12039 Tallahassee, FL 32317 John R. Nylen, Jr.	Phone: 850-878-2121 Fax: 850-878-2128	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A : Zenith Insurance Co</td> <td>13269</td> </tr> <tr> <td>INSURER B : American States Insurance Co</td> <td>19704</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zenith Insurance Co	13269	INSURER B : American States Insurance Co	19704	INSURER C : The Travelers Indemnity Company	25658	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER D :																
INSURER E :																
INSURER F :																
INSURED Nabors, Giblin & Nickerson, P.A. P.O. Box 11008 Tallahassee, FL 32302																

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

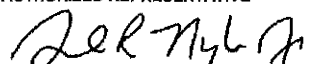
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						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
C	AUTOMOBILE LIABILITY			BA446L476109SEL	01/28/2009	01/28/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB			01SU41768160	01/28/2015	01/28/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	Z830151627	01/28/2015	01/28/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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

CERTIFICATE HOLDER**CANCELLATION**

OKCOCR2 Okaloosa County 602-C North Pearl Street 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 
---	---

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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Copyright, Insurance Services, 2001

(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.

