

**LEGAL SERVICES AGREEMENT**  
**between**  
**LOCKE LORD, LLP**  
**and the**  
**CITY OF PENSACOLA, as Client**

THIS LEGAL SERVICES AGREEMENT is made by and between LOCKE LORD, LLP ("Firm"), whose principal office is located at 777 South Flagler Drive, Suite 215 East Tower, West Palm Beach, Florida 33401, and the CITY OF PENSACOLA ("City"), a Florida municipal corporation, whose principal address is located at 222 W. Main Street, Pensacola, Florida 32502, who hereby agree to the following:

1. Services: Firm will represent City in providing non-exclusive legal services as needed. Specifically, the Firm will provide the following scope of services as bond counsel:

- a. **Participate in working group meetings regarding the financing and preparation of the official statements related to Bonds;**
- b. **Conduct the necessary due diligence to support the Securities and Exchange Act 10b-5 opinion to be rendered to the City and its underwriters;**
- c. **Assist in activities associated with rating agency and sales presentations, as requested;**
- d. **Prepare forms of 10b-5 Certificates for the City, its contractors, consulting engineers, and other consultants;**
- e. **Assist with drafting, review and incorporate comments in and oversee the printing/preparation of the official statement;**
- f. **Advise the City's staff with respect to disclosure communications to institutional investors, rating agencies and other market participants;**
- g. **Advise the City's staff and coordinate continuing disclosure matters with the City's Disclosure Dissemination Agent and the City staff, including material events as well as preparation of the Continuing Disclosure Certificate or similar covenant;**
- h. **Analyze and advise on legislation, rulings and proceedings that impact the City's finance program and related disclosure; and**
- i. **Review of conduit type bond financings for compliance with applicable securities laws and regulations.**

2. Fees: The fee, billing and reporting information for the Firm, including the fee for services performed by lawyers of this Firm, the fee for services performed by non-lawyer staff, and any identified expenses are attached in Schedule A. The costs to be invoiced to the City for reimbursement shall be the actual, reasonable costs incurred by the Firm for the services indicated, and receipts for costs advanced by the Firm to the City shall accompany billing statements. Invoices submitted by the Firm for payment by

the City shall be in such detail as deemed sufficient, and approved by, the City Attorney and the Finance Director.

The Firm will ensure that the fees charged to the City are reasonable and necessarily incurred and agrees to exercise customary billing judgment when preparing invoices for services rendered to the City.

The Firm will refrain from billing for the services of more than one professional for performing the same function unless necessary to advance or protect the interests of the City in such representation.

3. Costs: All costs such as computer research; copying charges; postage; Federal Express/UPS; telephone charges; hotel expense, mileage reimbursement and per diem meal expenses shall be billed at the actual expense of the Firm with no markup in price.

If there are occasions that the attorneys of the Firm need to travel to conduct the services they are performing for the City, the Firm should make all efforts to stay within the cost parameters of the rates approved by the U.S. General Services Administration.

Costs incurred by the Firm that have not been previously approved by the City will not be paid.

4. Term: The term of this Agreement shall be for a period of two and one-half (2.5) years, commencing April 1, 2021, and terminating no later than September 30, 2023. The City and Firm further agree that during the term of this Agreement, there shall be no increase or change to the fee, billing, and reporting information identified in the attached Schedule A. While it is impossible to predict how long legal services may be required to solve any particular matter, the intent of this section is that no new matter may be assigned to the Firm after the termination date; however, particular matters assigned prior to the termination date shall be continued by the Firm up to completion of the particular matter.

The City may terminate this Agreement for convenience at any time upon written notice to the Firm at:

Richard J. Miller, Esquire  
777 South Flagler Drive  
Suite 215 East Tower  
West Palm Beach, FL 33401  
561-820-0274  
richard.miller@lockelord.com

5. Insurance: The Firm shall furnish to the City, as Schedule B, the Firm's malpractice insurance.

6. Public Records Compliance: The Firm agrees to the requirements of Chapter 119, Florida Statutes, attached as Schedule C.

*The remainder of this page left blank intentionally*

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

LOCKE LORD, LLP

By: 

Title: OF COUNSEL

Date: 3/23/2021

Attest:



Name and title: Alison M. O'Neil  
Partner


CITY OF PENSACOLA,  
a Florida municipal corporation

By: 

GROVER C. ROBINSON, IV, Mayor

Date: 04/19/21

Attest:

  
City Clerk (Seal)

**SCHEDULE A**  
**To be Attached by Locke Lord, LLC**

*LEGAL FEES*

- a. Fees for services rendered under this engagement are **70% of the Bond Counsel fees set forth in the Bond Counsel Engagement Letter attached as Exhibit 1 hereto .**

**These fees for services in connection with the issuance of such bonds are contingent upon delivery of the bonds. Fees for services in connection with completed bond issues shall be payable at the time the financing is closed.**

- b. Fees for services as disclosure counsel on conduit type financings, unrated bonds and derivatives are to be paid by the agency or corporate issuer proposing the bond, at the rate of **70% of the Bond Counsel fees for such services set forth in the Bond Counsel Engagement Letter attached as Exhibit 1.**
- c. In the case of services other than those services for disclosure counsel referenced in a and b. above, the City agrees to pay for services on an hourly basis, including for special services outside the scope of this Agreement, and in such cases Attorneys will perform services as disclosure counsel or special counsel upon mutual agreement as to the scope of services, based upon a schedule of hourly rates as follows:

Partners/Of Counsel	\$365
Senior Associates	\$270
Associates	\$195-
	225 -
Paralegals	\$140

This scale assumes that the fees are not contingent but would be billed and paid at regular intervals.

In addition, the fess for annual disclosure services in connection with the City's Report to Bondholders, will be a flat fee of \$2,750.00, unless otherwise agreed by the City.

- d. Out-of-pocket expenses incurred in connection with a financing or special assignment, including copying, telephone, facsimile, courier and/or overnight mail, computer word processing and direct computer use charges, will be reimbursed whether or not the financing is completed. We will bill all out-of-pocket disbursements based on actual cost or, when existing, the City's current policies.

**EXHIBIT 1 TO SCHEDULE A**  
**BOND COUNSEL CONTRACT FOR FEE SCHEDULE REFERENCE**

**LEGAL SERVICES AGREEMENT**  
**between**  
**BRYANT MILLER OLIVE, PA**  
**and the**  
**CITY OF PENSACOLA, as Client**

THIS LEGAL SERVICES AGREEMENT is made by and between BRYANT MILLER OLIVE, PA ("Firm"), whose principal office is located at 101 North Monroe Street, Suite 900, Tallahassee, Florida 32303, and the CITY OF PENSACOLA ("City"), a Florida municipal corporation, whose principal address is located at 222 W. Main Street, Pensacola, Florida 32502, who hereby agree to the following:

1. Services: Firm will represent City in providing non-exclusive legal services as needed. Specifically, the Firm will provide the following scope of services as bond counsel:

- a. Consultation with City officials and staff concerning all legal questions relating to the incurrence of the debt;
- b. Attendance, upon request, at any meeting of the City Council, committees, or any meeting of staff;
- c. Preparation of all resolutions and other instruments authorizing and securing bonds and required in connection with their issuance utilizing the City's format for documents unless agreed otherwise;
- d. Assistance to the City or its financial advisors and investment bankers in formulating financing plans and review of applicable portions of disclosure documents for public offering of bonds and notes;
- e. If sale is by competitive bid, assisting in the preparation of documents, notice of sale, evaluation of bids and any other documentation necessary to conduct a sale of bonds in that manner, provided that the services contemplated hereby shall not include the preparation of disclosure materials;
- f. Analysis and resolutions of tax problems associated with financing plans, including arbitrage issues and preparation of ruling requests and contracts with the U.S. Treasury;
- g. Preparation of documentation required in connection with the validation of bond issues including the complaints, notices and orders, acknowledgments, answers and judgments, together with memoranda concerning testimony, exhibits and relevant law;
- h. Preparation and review of all documentation required for bond sales and closings, including resolutions, certificates, opinions, notices of sale, etc.; provided that the services contemplated hereby shall not include the preparation of disclosure materials;
- i. Supervision of the printing of the bonds and conduct of the pre-closing and the closing in connection with each bond issue;

- j. **Preparation of documentation required in connection with the appeal of any such judgment of validation or order to the Supreme Court of Florida, including any notices, orders, acknowledgments, briefs and any court appearances required for oral argument or otherwise; and**
- k. **Review of conduit type bond financings for compliance with applicable securities and tax laws and regulations.**

2. Fees: The fee, billing and reporting information for the Firm, including the fee for services performed by lawyers of this Firm, the fee for services performed by non-lawyer staff, and any identified expenses are attached in Schedule A. The costs to be invoiced to the City for reimbursement shall be the actual, reasonable costs incurred by the Firm for the services indicated, and receipts for costs advanced by the Firm to the City shall accompany billing statements. Invoices submitted by the Firm for payment by the City shall be in such detail as deemed sufficient, and approved by, the City Attorney and the Finance Director.

The Firm will ensure that the fees charged to the City are reasonable and necessarily incurred and agrees to exercise customary billing judgment when preparing invoices for services rendered to the City.

The Firm will refrain from billing for the services of more than one professional for performing the same function unless necessary to advance or protect the interests of the City in such representation.

3. Costs: All costs such as computer research; copying charges; postage; Federal Express/UPS; telephone charges; hotel expense, mileage reimbursement and per diem meal expenses shall be billed at the actual expense of the Firm with no markup in price.

If there are occasions that the attorneys of the Firm need to travel to conduct the services they are performing for the City, the Firm should make all efforts to stay within the cost parameters of the rates approved by the U.S. General Services Administration.

Costs incurred by the Firm that have not been previously approved by the City will not be paid.

4. Term: The term of this Agreement shall be for a period of two and one-half (2.5) years, commencing April 1, 2021, and terminating no later than September 30, 2023. The City and Firm further agree that during the term of this Agreement, there shall be no increase or change to the fee, billing, and reporting information identified in the attached Schedule A. While it is impossible to predict how long legal services may be required to solve any particular matter, the intent of this section is that no new matter may be assigned to the Firm after the termination date; however, particular matters assigned prior to the termination date shall be continued by the Firm up to completion of the particular matter.



The City may terminate this Agreement for convenience at any time upon written notice to the Firm at:

Randall C. Clement, Shareholder  
Bryant Miller Olive, PA  
1545 Raymond Diehl Road  
Suite 300  
Tallahassee, Florida 32308  
850-222-8611  
rclement@bmlaw.com

5. Insurance: The Firm shall furnish to the City, as Schedule B, the Firm's malpractice insurance.

6. Public Records Compliance: The Firm agrees to the requirements of Chapter 119, Florida Statutes, attached as Schedule C.

7. Conflicts: The rules regulating The Florida Bar provide that a conflict of interest exists whenever a lawyer represents one client in a matter adverse to another client. The lawyer may proceed with the representation of one client if, after disclosure of the conflict, both clients consent to the representation. We have disclosed to the City that we have, currently do and may in the future, serve as bond, disclosure or other counsel to other local governments or otherwise act as counsel to underwriters, investment banks and commercial banks on public finance matters. From time to time, we may represent the firms which may underwrite the City's bonds, notes or other obligations (and other financial institutions hired by the City) in connection with financings for other governmental entities on unrelated matters. In either case, such representations are standard and customary within the municipal bond industry. In our opinion, we can effectively represent the City and the discharge of the Firm's professional responsibilities notwithstanding our representation of other parties in other matters, either because such representations will be sufficiently different or because the potential for such conflict is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter. The City consents to such representation of the other client in unrelated matters consistent with the circumstances described herein. However, the City reserves the right to identify a representation that it finds objectionable in the future, in which case the Firm agrees to take appropriate steps to resolve the issue. The Firm agrees to promptly provide notice to the City of each circumstance with respect to which the Firm is relying on the waiver provided by the City in this paragraph.

*The remainder of this page left blank intentionally*

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

BRYANT MILLER OLIVE, PA

By: Mark P. Clement

Title: Shareholder

Date: April 14, 2021

Witness:

Laura Renner  
Name and title: Laura Renner  
Legal Asst.

CITY OF PENSACOLA,  
a Florida municipal corporation

By: Grover C. Robinson, IV  
GROVER C. ROBINSON, IV, Mayor

Date: 04/19/21

Attest:

Trisha L. Bennett  
City Clerk (Seal)

## SCHEDULE A

- a. Fees for services rendered under this engagement are as follows:

<u>Amount of Issue</u>	<u>City Bonds Fee</u>
Up to \$10,000,000	\$17,500 flat fee
From \$10,000,000 to \$40,000,000	\$17,500 plus \$0.90 per \$1,000 over \$10 Million
Over \$40,000,000	\$53,500 plus \$0.60 per \$1,000 over \$40 Million

All fees for services in connection with the issuance of such bonds or notes are contingent upon delivery of the bonds. Fees for services in connection with completed bond issues shall be payable at the time the financing is completed. In connection with direct or non-conduit bond issues of the City, the City shall not be billed for general counsel and advice on matters preparatory to a bond issue but not leading to financings and not requiring an opinion of bond counsel.

- b. Fees for services as bond counsel on conduit type financings are to be paid by the agency or corporate issuer purchasing the bond.

### Bonds Rated BBB or Better

<u>Issue Size</u>	<u>Rate</u>
Up to \$20,000,000	\$20,000
Over \$20,000,000	\$20,000 plus \$0.90 per \$1,000 over \$20,000,000
Over \$40,000,000	\$38,000 plus \$0.45 per \$1,000 over \$40,000,000
Over \$60,000,000	\$47,000 plus amount to be negotiated

**Derivative Bonds, Unrated Bonds, or Bonds Rated Below BBB**

<u>Issue Size</u>	<u>Rate</u>
Up to \$5,000,000	\$20,000
Over \$5,000,000	\$20,000 plus \$0.90 per \$1,000 over \$5,000,000
Over \$20,000,000	\$33,500 plus \$0.45 per \$1,000 over \$20,000,000
Over \$40,000,000	\$42,500 plus amount to be negotiated

- c. At its option, the fees paid for services to complete the City's small loan transactions shall be \$5,000 for any amount up to \$750,000 of Notes plus out-of-pocket expenses. For loans above \$750,000, the Firm's fee would be the \$5,000 plus \$1.00 per \$1,000 of Notes over \$750,000. For purposes hereof, a "small loan transaction" means a note or bond secured by City revenues issued by the City in a principal amount of less than \$6,000,000 and sold to a single financial institution.

These fees cover most small loans of the City, unless there were substantial additional time over 10 hours required of Firm due to unusual circumstances. On these loans, opinion of the Firm is limited to federal tax matters, and the City Attorney provides an independent opinion as to the validity of the obligation. No fee would be due unless the City actually completed the transaction.

- d. At its option, the City wishes to pay for services on an hourly basis, the Firm would be willing to perform services as bond counsel based upon a schedule of hourly rates as follows:

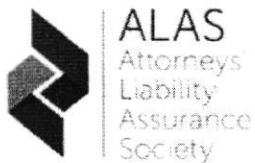
Senior Partners	\$295/hour
Associate Attorneys	\$235/hour
Paralegals	\$95/hour

This scale assumes that the fees are not contingent but would be billed and paid at regular intervals.

- e. The City acknowledges that the Firm has been performing services for the City prior to the date of this Agreement. Payment for Firm's services which have been provided on a contingent basis prior to the effective date hereof shall be made as invoiced to the City, but shall be due and payable only upon closing of the related transaction or other realization by the City of the contingency.
- f. The Firm shall also be entitled to received reimbursement for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, overnight delivery charges, and travel expenses. Applicable travel expenses will be reimbursed

in accordance with §112.061, Florida Statutes, or such other schedule of reimbursement specified by the City and agreed to by the Firm.

**SCHEDULE B**  
**To be attached by the Firm**



December 18, 2020

Bryant Miller Olive PA  
101 North Monroe Street  
Suite 900  
Tallahassee, FL 32301

To Whom It May Concern:

### **CONFIRMATION OF INSURANCE**


We hereby confirm that Bryant Miller Olive PA has Professional Liability Coverage under Policy ALA#1943 with an annual limit of \$20,000,000 per claim and \$40,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$250,000 each claim up to an aggregate of \$500,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2021 to January 1, 2022.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

### **ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP**

By: 

Nancy J. Montroy  
Vice President - Director of Underwriting

Date: 12/18/2020

311 S. Wacker Drive, Suite 5700  
Chicago, IL 60606-6629  
tel 312.697.6900  
fax 312.697.6901

[alas.com](http://alas.com)

## **SCHEDULE C**

**PUBLIC RECORDS:** Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY CLERK (850) 435-1715, [PUBLCRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLCRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**



**SCHEDULE B**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2021

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

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

<b>PRODUCER</b> Alliant Insurance Services, Inc. 200 S Wacker Dr Ste 3030 Chicago IL 60606	<b>CONTACT NAME:</b> Angela Fleege	<b>PHONE (A/C, No, Ext):</b> 312/246-0866	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> angelaf@proquestinsurance.com		
<b>INSURED</b> Locke Lord LLP 111 S. Wacker Drive Chicago IL 60606	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Lloyd's of London		N/A
	<b>INSURER B:</b> Markel Insurance SE		N/A
	<b>INSURER C:</b> Scottsdale Ins Company		41297
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

License#: 0C36861  
LOCKLOR-01

## COVERAGES

CERTIFICATE NUMBER: 1067076810

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			B0146LDUSA2002819	10/2/2020	10/2/2021	See Description
B	Professional Liability			B0146LDUSA2002820	10/2/2020	10/2/2021	See Description
C	Professional Liability			LWS0000849	10/2/2020	10/2/2021	See Description

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

Limits of Liability in excess of \$25,000,000 per Claim/\$50,000,000 in the Aggregate

Claims-made Coverage

Insurers Affording Coverage schedule continued on Attachment A

## CERTIFICATE HOLDER

## CANCELLATION

City of Pensacola  
Office of the City Attorney  
222 West Main St  
Pensacola FL 32502

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

*Robert Vayko*

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**Locke Lord LLP**

**Certificate of Professional Liability Insurance**

**Policy Term: October 2, 2020 – October 2, 2021**

**Attachment A**

<b>Insurer:</b>	<b>Insurer Affording Coverage:</b>	<b>Policy Number:</b>	<b>Policy Term:</b>	<b>NAIC #:</b>
<b>D</b>	Swiss Re International SE	B0146 LDUSA2002819 B0146 LDUSA2002820	10/2/2020 – 10/2/2021	N/A
<b>E</b>	HDI Global Specialty SE	B0146 LDUSA2002819 B0146 LDUSA2002820	10/2/2020 – 10/2/2021	N/A
<b>F</b>	National Fire & Marine Insurance Company	42-EPP-306174-03 NESLP001086	10/2/2020 – 10/2/2021	20079
<b>G</b>	Gotham Insurance Company	PL2020LPL90235 PL202000003294	10/2/2020 – 10/2/2021	25569
<b>H</b>	Aspen Specialty Insurance Company	LX004QX20	10/2/2020 – 10/2/2021	10717
<b>I</b>	Endurance American Specialty Insurance Company	LPL10007859905 LPX10004234407	10/2/2020 – 10/2/2021	41718
<b>J</b>	Liberty Mutual Insurance Europe SE	B0146 LDUSA2002820 B0146 LDUSA2002821	10/2/2020 – 10/2/2021	N/A
<b>K</b>	Ironshore Specialty Insurance Company	LLP7NABVE1D002 LLP7NABVE05002	10/2/2020 – 10/2/2021	25445
<b>L</b>	Old Republic Union Insurance Co.	ORPRO43241	10/2/2020 – 10/2/2021	31143
<b>M</b>	Travelers Excess and Surplus Insurance Company	107157722	10/2/2020 – 10/2/2021	29696
<b>N</b>	Peleus Insurance Company	XPL409724-0	10/2/2020 – 10/2/2021	34118
<b>O</b>	Lloyd's of London; AmTrust Syndicate	B0146 LDUSA2002821	10/2/2020 – 10/2/2021	N/A
<b>P</b>	Liberty Special Markets Bermuda Limited	LSMAFL105832A01	10/2/2020 – 10/2/2021	N/A
<b>Q</b>	Arch Reinsurance Ltd	LPL0030039-12 LPL0059123-05	10/2/2020 – 10/2/2021	N/A
<b>R</b>	Allied World Assurance Co. Ltd	C006563/015 C024952/006	10/2/2020 – 10/2/2021	N/A
<b>S</b>	AXIS Specialty Ltd	1142860120QA	10/2/2020 – 10/2/2021	N/A
<b>T</b>	Argo Re Ltd	ARGO-EANDO-20-000948.5	10/2/2020 – 10/2/2021	N/A
<b>U</b>	Aspen Bermuda Ltd	PLA4VQC20A0V PLA7T6120A0K	10/2/2020 – 10/2/2021	N/A
<b>V</b>	Endurance Specialty Insurance Ltd	PPL1009974304	10/2/2020 – 10/2/2021	N/A

### **Schedule "P"**

**PUBLIC RECORDS:** Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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 Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.**