

## Grants & Contracts - Transmittal Memo

DATE: January 31, 2018

FROM: Purchasing Division, Contracts

TO: Kevin Williams  
Mark Sexton

CONTRACT #: 10811

VENDOR: Smith, Bryan & Myers, Inc.

DESCRIPTION: #10811 Smith, Bryan & Myers, Inc. for professional services for State Lobbyists services.

APPROVED BY: County Manager

APPROVAL DATE: 1/30/2018

RECEIVED ON: January 31, 2018

TERM START: 1/30/2018

TERM END: 9/30/2018

AMOUNT: \$30,000.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #:

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting  
Risk Division  
File

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY  
AND SMITH, BRYAN, & MYERS, INC.**

This Agreement is entered into this 30<sup>th</sup> day of January 20 18 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Smith, Bryan & Myers, Inc., doing business at 311 East Park Avenue, Tallahassee, Florida 32301 hereinafter referred to as "Professional." (Collectively, the County and the Contractor are referred to herein as the "Parties").

**WITNESSETH**

**WHEREAS**, the County desires to employ the Professional to provide services for State Lobbyists services, and.

**WHEREAS**, the Professional is qualified to provide these services; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consider the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on the date executed by both Parties and continues through September 30, 2018, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for additional one (1) year terms at the terms and conditions contained in this Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

2.1. The Professional is professionally qualified to act in the capacity of a State Lobbyist on behalf of the County;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the County until the Professional's duties hereunder have been fully satisfied;

2.3. The Professional has become familiar with the County structure and needs;

2.4. The Professional shall prepare all deliverables required by this; and

The Professional represents that the deliverables prepared by the Professional are adequate

and sufficient to accomplish the purposes of the Agreement.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A."**
  
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
  - 4.1. Schedule meetings and presentations as needed.
  - 4.2. Provide Professional with background information on issues as reasonably requested.
  
5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.
  - 5.1. The Professional shall be paid an annual Lump Sum Fixed Fee for those services required by this Agreement in the amount of Thirty Thousand Dollars (\$30,000.00), which shall be paid by the County to the Professional in twelve monthly payments of Two Thousand and Five Hundred Dollars (\$2,500.00) per month.
  - 5.2. No expense will be paid under this Agreement.
  - 5.3. Negotiation of additional services will be conducted upon notice of request for bill drafting or other legislative services. No pricing adjustments shall be considered during the term of the Agreement.
  - 5.4. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Communications and Legislative Affairs Director  
12 SE 1st Street.  
Gainesville, Florida, 32607

- 5.5. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold

payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Smith, Bryan & Myers, Inc.  
311 East Park Avenue  
Tallahassee, Florida 32301

6. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivered by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

**County:**  
Communications and Legislative Affairs Director  
12 SE 1st Street  
Gainesville, FL, 32601

**Professional:**  
Smith, Bryan & Myers, Inc.  
311 East Park Avenue  
Tallahassee, Florida 32301

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32602  
ATTN: Finance and Accounting

And to:  
Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts

7. **Default and Termination.**

- 7.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Communications and Legislative Affairs Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- 7.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 7.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

## **8. Project Records.**

### **8.1. General Provisions:**

- 8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.2. In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as

otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 8.1.3. Professional shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

## **8.2. Confidential Information:**

- 8.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 8.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

- 8.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall

be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

#### **8.4. Compliance**

8.4.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract

8.4.2. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

**IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COMMUNICATIONS AND LEGISLATIVE AFFAIRS DIRECTOR AT E-MAIL [msexton@alachuacounty.us](mailto:msexton@alachuacounty.us), PHONE (352) 374-5204, OR U.S. AMIL 12 SE 1<sup>ST</sup> STREET, GAINESVILLE FL, 32601**

9. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

10. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "B."** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "2"**.

11. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

#### **13. Indemnification**

13.1. The Professional agrees to protect, defend, indemnify, and hold the County and its Commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property

(including destruction), actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

14. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional Lobbyist performing similar services at the time and place such services are performed.
15. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
16. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
17. Omitted.
18. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
19. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
20. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or

firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

21. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
22. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
23. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
24. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.
25. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
26. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the Parties.
27. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
28. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.
29. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
30. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

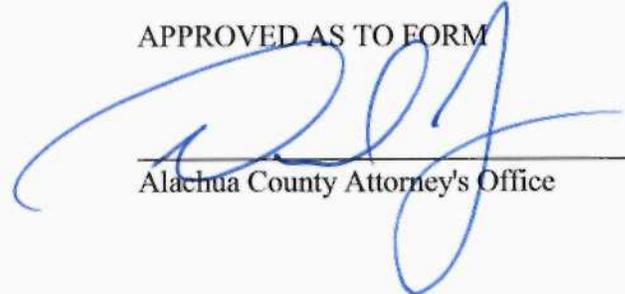
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-

written.

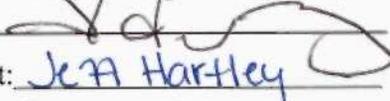
**ALACHUA COUNTY, FLORIDA**

By:   
Michele Lieberman, Interim County Manager  
Date: 1/30/18

**APPROVED AS TO FORM**

  
Alachua County Attorney's Office

**ATTEST (By Corporate Officer)**

By:   
Print: Jeff Hartley  
Title: Partner

**PROFESSIONAL**

By:   
Print: Matt Bryan  
Title: President  
Date: \_\_\_\_\_

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER PURCHASING/PROCUREMENT SECTION.**

## ATTACHMENT A: SCOPE OF SERVICES

1. Provide State legislative lobbying services on behalf of Alachua County.
2. Services to be provided include, but are not limited to:
  - a. OUT OF REGULAR SESSION
    - i. Attend Board of County Commissioner (BoCC) Board Workshop - Discussion of Legislative Priorities (date to be determined)
    - ii. Conduct Two meetings -in person with the BoCC (meeting location to be determined)
    - iii. Prepare Final Session End Report and Presentation at BoCC Workshop (date to be determined)
  - b. COMMITTEE WEEKS
    - i. Phone conferences with County Manager or staff for updates as needed.
    - ii. Conduct meetings with County Manager and designated staff as requested.
    - iii. County Manager's Office shall schedule and coordinate meetings.
    - iv. Provide conference room or office as needed when Alachua County staff or commissioners are in Tallahassee.
    - v. Assist in the drafting of letters and provide talking points, as needed.
  - c. DURING SESSION
    - i. Provide conference room or office as needed when Alachua County staff or commissioners are in Tallahassee.
    - ii. Phone conferences as needed with staff -updates to be provided at least weekly to staff.
    - iii. Collaborate with Alachua County to review high priority needs within the County/region, and to assist in determining which projects or initiatives are best suited for a limited number of annual appropriations requests, and which other initiatives might be better served through a pursuit of the federal grants process. This agenda is then further developed in consultation with the consultant to include the supporting information that is becoming required by State Legislative Delegation, and that helps to ensure the greatest possibility of funding success.
    - iv. Provide regular reports on federal funding programs and legislation of most concern to Alachua County, including specific impact analyses. These reports are intended to provide client-specific information beyond that which is available to you through national organizations or information services. The reports are meant to provide information which an institution or organization

can utilize for more effective short-term and long-term grant, program planning, and development purposes.

- v. Work with County Officials to provide real time reporting of State Grant Competitions.
- vi. Maximizing relationships with the State Legislative Delegation and other key Administration Officials.
- vii. Facilitating briefing and lobbying sessions on priority concerns and projects, and developing joint lobbying/advocacy strategies for the County agenda with the State Representative Delegation.
- viii. Provide County staff and the Board with any new information that may affect the county's legislative program.
- ix. Assist in the drafting of letters and provide talking points, as needed.

## **ATTACHMENT B: Insurance Requirements**

### **TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

#### **I. COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **II. AUTOMOBILE LIABILITY.**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.**

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

#### **V. OTHER INSURANCE PROVISIONS.**

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  - 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-

contributory.

C All Coverages

- 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER:**

**Alachua County Board of County Commissioners**

**EXHIBIT 2: Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/19/2017

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 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> McMahon-Hadder Ins. 543 Highway 98 Suite 402 Destin FL 32541		<b>CONTACT NAME:</b> Ginger Hyland, AIAM <b>PHONE (A/C, No, Ext):</b> (850)837-8848 <b>FAX (A/C, No):</b> (850)837-5957 <b>E-MAIL ADDRESS:</b> ginger@mcmahonhadder.com	
<b>INSURED</b> Smith, Bryan, & Myers, Inc. 311 E Park Avenue Tallahassee FL 32301		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Landmark American INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 2017 Prof Liab      **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		LHR765711	09/23/2017	09/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input 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	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
Alachua County 12 SE 1st Street  Gainesville FL 32607		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 	