

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY
AND FIRST FLORIDA INSURANCE BROKERS, D.B.A. FFIB**

This Agreement ("Agreement") is entered into this 26th day of September, 2017 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 **First Florida Insurance Brokers** doing business as "**FFIB**" hereinafter referred to as "Professional."

WITNESSETH

WHEREAS, the County desires to employ the Professional to provide services for Insurance Consultant and Brokerage Services, and

WHEREAS, the services desired are exempt from the Alachua County bidding process in accordance with Section 22.11(22) of the Alachua County Code of Ordinances; and

WHEREAS, the Professional is qualified to provide these services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, 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 until the 30th day of September, 2022, unless earlier terminated as provided herein. 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 as the professional for the Project and is licensed to practice Insurance Consultant and Brokerage Services by all public entities having jurisdiction over the Professional and the Project;
 - 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;
 - 2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;
 - 2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be

accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

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 as outlined in **Attachment "B."**
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 for those services required by this Agreement with a fixed annual fee of \$145,000 dollars to be paid in quarterly installments of \$36,250.00.

5.2. In addition to compensation provided herein, FFIB may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums, as well as fees for arranging premium financing for clients with third parties. Other parties such as excess and surplus lines brokers, wholesalers, reinsurance intermediates, underwriting managers, captive managers and similar parties may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Any such fee or commission will not constitute compensation to FFIB under Section II. A. and B. above.

5.3. 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 expenses 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. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. 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 the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, 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:

Dept Director
Risk Management Department
12 SE 1st Street
Gainesville, Florida, 32601

5.4. 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.

5.5. 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:

Company: First Florida Insurance Brokers
Address: 1208 E. Kennedy Blvd. Suite 227
City/State/Zip Tampa Florida
ATTN: John Orebaugh _____

6. Personnel.

6.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following individuals will perform the functions indicated on behalf of the Professional:

<u>NAME</u>	<u>FUNCTION</u>
Maggie Boykin	Property and Casualty
Rick Garrett	Health Benefits

6.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The County's Director of Risk Management may authorize changes to this list in writing.

7. **Notice.** Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

For the County:

Risk Manager
Budget and Fiscal Services Department
12 SE 1st Street
Gainesville, FL 32601

For the Professional:
Company: First Florida Insurance Brokers
Address: 1208 E. Kennedy Blvd. Suite 227
City/State/Zip Tampa Florida
ATTN: John Orebaugh

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 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

8. Default and Termination.

- 8.1. 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 County Manager 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.
- 8.2. 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.

- 8.3. 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.

9. Project Records.

9.1. General Provisions:

- 9.1.1. 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.
- 9.1.2. 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.
- 9.1.3. 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.

9.2. Confidential Information:

- 9.2.1. 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."

9.2.2. 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,

9.3. **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.

9.4. Compliance

9.4.1. 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

9.4.2. 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 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S RISK MANAGER at Phone Number 352-264-6967, via email at icarnell@alachuacounty.us, or by mail at 12 SE 1st Street, Gainesville, Florida 32601.

10. **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.

11. **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 "C."** 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"**.

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

13. **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.

14. **Indemnification**

14.1. The Professional agrees to protect, defend, indemnify, and hold the County and the County's commissioners, directors, officers, 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) defects in materials or workmanship, 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.


14.2. 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.

15. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar service at the time and place such services are performed. If the failure to meet these standards results in damages to the County, the Professional shall be responsible for any and all direct damages, indirect damages, consequential damages and special damages arising from those deficiencies.
16. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
17. **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.
18. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
19. **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.
20. **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.
- 21.
22. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
23. **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
24. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
25. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclude venue for all actions arising under this Agreement shall be in Alachua County.

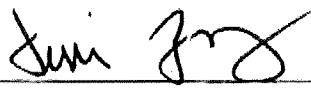
26. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
27. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
28. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
29. **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.
30. **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.
31. **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.

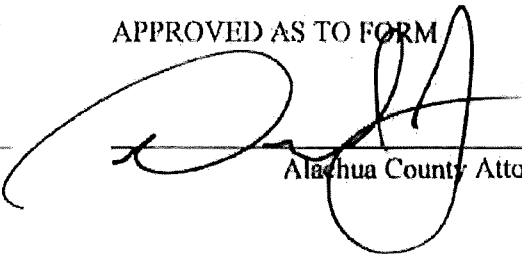
ALACHUA COUNTY, FLORIDA

By: , Chair
Board of County Commissioners
Date: 9/26/17

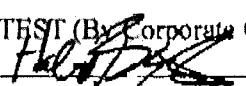
ATTEST:


Jesse K. Irby II, Clerk
(SEAL)


APPROVED AS TO FORM


Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: 
Print: Hasib Bangloria
Title: Vice President

PROFESSIONAL

By: 
Print: JOHN O'LEARY
Title: PRESIDENT
Date: 9/19/17

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. Review various risk financing strategies including programs that encompass the County's current risk financing arrangement and may include first dollar, self-insured retention, large deductible, loss sensitive programs and other programs which may include direction by the County's Financial Management Director, Risk Manager or his designee.
2. As directed, FFIB will market, with the exception of Health Insurance Administration, the County's insurance program a minimum of every three years. FFIB shall develop an Insurance project timeline, be available for planning, review presentations, and implementation meetings as requested by the Risk Manager. A renewal proposal must be presented to the County's Risk Manager no later than August 15th of each year for the Insurance Program renewal.
3. Assist the County's Risk Management staff in the development and maintenance of a loss sensitive premium allocation system, which will identify experience rates by County Departments.
4. Assist the County's Risk Management staff in the development and maintenance of contractual insurance standards and provide advice as to the appropriate types of levels and coverage's necessary for proposed County contracts as needed.
5. Review accounting data received from carriers to assess accuracy and initiate billing activity; resolve accounting differences or discrepancies.
6. Issue binders and insurance certificates of coverage on behalf of the County and request endorsements from carriers.
7. Provide applicable training services to County staff on insurance and risk management topics, as needed. If requested, coordinate an annual actuarial evaluation by a third party, independent actuarial firm of the program to determine funding requirements; seek written quotations and recommend a vendor; gather and disseminate loss and other relevant data to the actuary; review the draft report; request changes as needed and forward the final report to the Risk Management Department. The final actuarial report is to be completed each year for the previous fiscal year ending September 30th and provided to the Risk Manager or designee no later than December 15th each year. The County shall be responsible for payment of the fees charged by said third party, independent actuarial firm.

8. Provide routine verbal consulting advice on safety and loss control matters as they relate to the County's Risk Management Program. Onsite inspections, written programs and training classes may be required. These services will be provided on a Fee or Services basis.
9. Provide services usual and customary, in coordination of marketing, and renewals for excess workers' compensation, property and all excess liability programs as determined by the Risk Management Department.
10. Provide up to sixteen (16) hours of training services to County staff, per year, on insurance and risk management topics, as needed.
11. Coordinate the approval of selected third party administrators with the appropriate excess carrier(s); maintain frequent contact with claims personnel so as to follow the progress of claims management activities; remain abreast of loss development; resolve problems/conflicts regarding claims administration issues; negotiate fees. Alachua County may perform the selection of third party claims administrators through a Request for Proposal Process.
12. Reinsurance health claim filing with stop loss carrier
13. Account Management Services and Accounting
 - a. Assistance in committee or board presentations
 - b. Billing or eligibility assistance
 - c. Claim compliance and problem resolution
 - d. COBRA/HIPPA Administration
 - e. Competitive bidding of any coverage , as needed
 - f. Contract and SPD compliance and review
 - g. Data Monitoring
 - h. Enrollment assistance, including meetings and presentations
 - i. Provide Employee Benefits Summary Booklets annually
 - i. Flexible Spending Administration consultation

- j. Incentive Management
- k. Stop Loss/Reinsurance procurement, intervention, and reimbursement assistance
- l. Wellness Administration
 - i. Assist with the solicitation of Health Clinic solutions and implementation
 - ii. Assist in preparing senior officer with wellness benchmarking presentations
 - iii. Build reporting to run cohorts through the wellness program for ROI calculations
 - iv. Health Fair facilitation if needed
- 14. Monitor successful data feeds and interaction between client and various vendors
- 15. Reinsurance marketing to obtain competitive pricing
- 16. Deerwalk reporting analysis. Review of high dollar claims and working with Florida Blue to make sure cases are receiving case management
 - a. Obtain information from data mining warehouses
 - b. Analyze employee benefits data
 - i. Medical Claims
 - ii. Pharmacy Claims
 - iii. Identify trends in chronic disease
 - iv. Utilization patterns
- 17. Dental marketing to make sure plans remain competitive
- 18. Life insurance marketing to obtain lowest possible cost
- 19. Monthly 3-6-9-12 medical/rx PEPM report to show monthly trends in costs
- 20. Work closely with the Risk Manager for inclusion alongside Florida Blue for cost reduction
 - a. RN Cancer guide
- 21. Access to HR36. An employer benefits tool, including access to employee benefits and health care reform information

22. Compliance, regulation, and government support PPACA/HIPPPA/privacy auditing
 - a. HR practices and consulting
 - b. Benefit plan review and reform readiness for changes in contribution models per HHS
 - c. Road Map development 2017, 2018 and beyond
23. Assessment, tracking reports, ongoing support
 - a. Monthly, quarterly, and year-end financial tracking reports detailing employee contributions, plan costs, plan analysis, summary reports and strategy planning
 - b. Annual Stewardship Reports
 - c. Budgeting assistance including plan projections and estimated plan change savings
24. Attend meetings, as necessary, to discuss claims, loss control, risk exposures changes, general administrative matters and review and analyze current coverages
25. Upon request, provide advice to the county on matters related to insurance and self-insurance, including the evaluation of coverage options on plans not currently purchased by the County
26. Upon request, perform such other services as are normally and customarily required of a governmental insurance consultant /broker
27. Provide data analysis to refine medical and prescription plan designs
28. Help identify at risk and emerging risk members for outcome management and large claim avoidance

ATTACHMENT B: Duties Of The County

- A. The County will pay the agreed annual insurance premiums.
- B. The County will provide FFIB with required data to secure insurance coverage.

ATTACHMENT C: 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 contract 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