

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT #10811
BETWEEN ALACHUA COUNTY AND FOR SMITH, BRYAN, & MYERS, INC.**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 26th day of September A.D. 2018, by and between Alachua County, a charter county and political subdivision of the State 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, hereinafter, the County and Contractor are referred to as the "Parties":

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the Agreement for Professional Services between Alachua County and Smith, Bryan, & Myers, Inc dated January 30, 2018 (the "Agreement") for the provision of **State Lobbyist Services**; and

WHEREAS, the Parties now wishes to exercise its option to renew the term of the Agreement for an additional one year period which shall commence on October 1, 2018 and continue through September 30, 2019, and to agree to an increase in fees.

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 hereby agree to further amend the Agreement as follows:

A. PARAGRAPH # 1 of the Agreement, Term, is amended to add the following:

This First Amendment renews the term of the Agreement for the period commencing October 1, 2018 and continuing through September 30, 2019, 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 the 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.

B. PARAGRAPH #5 of the Agreement, Method of Payment" sub-paragraph 5.1 is amended and replaced in its entirety with the following:

5.1 .The Professional shall be paid an annual fixed price of Forty Thousand Dollars (\$40,000.00) ("Annual Contract Price") for all services required by this Agreement, which shall be paid by the County to the Professional in twelve monthly payments of Three Thousand and Three Hundred Thirty Three Dollars and Thirty Three Cents (\$3,333.33) per month.

B. This First Amendment shall take effect on October 1, 2018, after execution by both Parties.

C. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

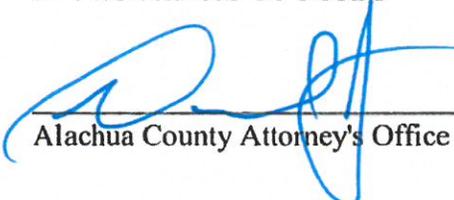
IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By:  FOR
Michele L. Lieberman
County Manager

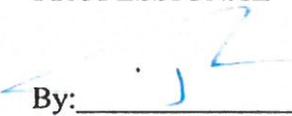
Date: SEPTEMBER 26, 2018

APPROVED AS TO FORM


Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)
By: 
Print: Jeff Hartley
Title: Vice President

By: 
Print: THOMAS GRIFFIN
Title: Governments Affairs Consultant
Date: 9/10/18

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 OFFICE OF MANAGEMENT AND BUDGET SECTION.

Grants & Contracts - Transmittal Memo

DATE: September 27, 2018

FROM: Purchasing Division, Contracts

TO: Erika Aenlle
Mark Sexton

CONTRACT #: 10811

VENDOR: Smith Bryan Myers, Inc.

DESCRIPTION: #10811 1st Amendment Smith Bryan Myers, Inc. extend term to 9/30/2019, set annual fixed fee to \$40,000.00

APPROVED BY: County Manager

APPROVAL DATE: 9/26/2018

RECEIVED ON: September 27, 2018

TERM START: 10/1/2018

TERM END: 9/30/2019

AMOUNT: \$40,000.00

RFP/BID #:

POR #
(ENCUMBERANCE):

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

GRANTS AND CONTRACTS - TRANSMITTAL MEMO

Date: November 16, 2016

From: Purchasing/Contracts

To: Mark Sexton

CONTRACT #: 10080

VENDOR: Bryan Myers, Inc.

DESCRIPTION: Agreement for Professional Services for State Lobbyists services

APPROVED BY: County Manager

APPROVAL DATE: 11/15/16

Received On: 11/15/16

TERM START 11/15/16

TERM END 11/14/17

AMOUNT: \$30,000.00

ACCOUNT: 001-1810-513.31-93

ENCUMBRANCE # n/a

RFP/BID # n/a

ACTIONS REQUIRED Please forward a copy to the vendor & retain a copy for your files.
One electronic sent to Mark

copy to: F&A
Risk
Purchasing
File

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this 15th day of ~~September~~ November, 2016 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., 311 East Park Avenue, Tallahassee, Florida 32301, hereinafter referred to as "Professional".

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for State Lobbyists services "Project", and.

Whereas, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on the date executed by both parties and continues for twelve (12) months 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;
- 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 County structure and needs;
- 2.4. The Professional shall prepare all deliverables required by this Agreement;
- 2.5. 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:

- 3.1. Provide State legislative lobbying services on behalf of Alachua County as provided

herein.

3.2. Services to be provided include, but are not limited to:

3.2.1. OUT OF REGULAR SESSION

- 3.2.1.1. Attend Board of County Commissioner (BoCC) Board Workshop -Discussion of Legislative Priorities (date to be determined)
- 3.2.1.2. Conduct Two meetings -in person with the BoCC (meeting location to be determined)
- 3.2.1.3. Prepare Final Session End Report and Presentation at BoCC Workshop (date to be determined)

3.2.2. COMMITTEE WEEKS

- 3.2.2.1. Phone conferences with County Manager or staff for updates as needed.
- 3.2.2.2. Conduct meetings with County Manager and designated staff as requested.
- 3.2.2.3. County Manager's Office shall schedule and coordinate meetings
- 3.2.2.4. Provide conference room or office as needed when Alachua County staff or commissioners are in Tallahassee
- 3.2.2.5. Assist in the drafting of letters and provide talking points, as needed.

3.2.3. DURING SESSION

- 3.2.3.1. Provide conference room or office as needed when Alachua County staff or commissioners are in Tallahassee
- 3.2.3.2. Phone conferences as needed with staff -updates to be provided at least weekly to staff;
- 3.2.3.3. Provide County staff and the Board with any new information that may impact the county's legislative program
- 3.2.3.4. Assist in the drafting of letters and provide talking points, as needed.

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 for those services required by this Agreement not to exceed the sum of \$2,500.00 per month paid monthly for the term of the agreement.

5.2. No additional reimbursable 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. No pricing adjustments shall be considered during the term of the contract.

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 expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, 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. 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. The Professional shall submit invoices to the County at the following address:

Communications and Legislative Affairs Director
12 SE 1st Street, Gainesville
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 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:

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:

J. K. Irby
Clerk of the Court

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

And to

Grants/Contracts Administrator
Office of Management and Budget - Purchasing
12 SE 1st Street, 3rd Floor
Gainesville, Florida 32601

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. 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. 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. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

8.2. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

8.3. During the term of this Agreement or license, 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 Records 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".

8.4. 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.

8.5. If Professional refuses to perform its duties under this section within 14 calendar days of notification by County that a demand has been made to disclose Professional's CI, then Professional waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County.

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.
9. **Insurance.** The Professional shall procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "A" and shall provide a current Certificate of Insurance showing compliance with these requirements attached

hereto as Exhibit "1."

10. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
11. **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.
12. **Indemnification**
 - 12.1. The Professional shall indemnify and hold harmless the County, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against the County based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the Professional or its employees, officers, or agents in performing the services set forth herein.
 - 12.2. 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.
13. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
14. **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.
15. **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.
16. **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.
17. **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.

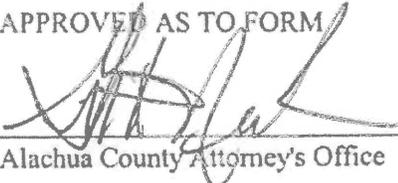
18. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or 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.
19. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
20. **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
21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
22. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
24. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **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.
27. **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.
28. **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: 
Dr. Lee A. Niblock, CM
County Manager
Date: 11/15/16


Witness to County Manager

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTEST (By Corporate Officer)
By: _____
Print: _____
Title: _____

SMITH, BRYAN & MYERS, INC.
By: 
Print: MATT BRYAN
Title: President
Date: 9-14-16

ATTACHMENT A: Insurance Requirements

**TYPE "A" INSURANCE REQUIREMENTS
"Professional or Consulting Services"**

Professional or Consultant shall procure and maintain for the duration of the Agreement 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 Professional or Consultant, his agents, representatives, employees or subcontractors or sub-consultants.

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. 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.

III. 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

IV. 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 Professional or Consultant; products and completed operations of the Professional or Consultant; or automobiles owned, leased,

hired or borrowed by the Professional or Consultant.

- 2 The Professional or Consultant'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, employees or volunteers shall be excess of Professional or Consultant's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

- 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Professional or Consultant for the County

D All Coverages

- 1 The Professional or Consultant 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 a "claims made" form the certificate will show a retroactive date, which should be the same date of the Agreement (original if contact is renewed) or prior.

V. SUBPROFESSIONAL OR CONSULTANTS

Professional or Consultants shall include all subcontractors as insured under its policies. All contractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES TO:

Risk Management
PO Box 5697
Gainesville, FL 32627-5697
dryon@alachuacounty.us
Phone: 352-374-5297
Fax: 352-381-0168
Attn: Darlene Ryon

EXHIBIT 1 – CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/13/2016

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

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

PRODUCER McMahon-Hadder Ins. 543 Highway 98 Suite 402 Destin FL 32541	CONTACT NAME: Ginger Hyland, AIAM PHONE (A/C, No, Ext): (850) 837-8848 FAX (A/C, No): (850) 837-5957 EMAIL ADDRESS: ginger@mcmahonhadder.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hamilton Special Ins Co INSURER B: Commerce & Industry Insurance Co. INSURER C: Comp Options Insurance Company, Inc INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: 2016 GL & WC	REVISION NUMBER:
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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.

INBR LTR	TYPE OF INSURANCE	ADOL 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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		AARS1000004465	7/7/2016	7/7/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EDU023354998	7/7/2016	7/7/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	CWC1014159	9/27/2016	9/27/2017	PER STATUTE OTH-ER E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Alachua County Communications & Legislative Affairs Dire 12 SE 1st Street Gainesville, FL 32607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Leslie Saam, CIC/GH 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2016

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 2016 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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"/> PROJ. <input type="checkbox"/> LOC OTHER:			LHR75922	9/23/2016	9/23/2017	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 - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER 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)

CERTIFICATE HOLDER Alachua County Communications & Legislative Affairs Dire 12 SE 1st Street Gainesville, FL 32607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Leslie Saam, CIC/GH
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Green Sheet Tracking » Green Sheets: COMM: Professional Services Agreement between Alachua County and Smith Bryan & Myers, Inc., for

Item Description	COMM: Professional Services Agreement between Alachua County and Smith Bryan & Myers, Inc., for legislative lobbying services.
Department	Communications
Date Received	9/20/2016
Contact	Melissa Kasicki; ALACHUA\aburns; ALACHUA\mboykin; ALACHUA\trouse; ALACHUA\dryon; ALACHUA\veenille
Return To	ALACHUA\msexton
Status	<p>Diane Smith (10/31/2016 3:06 PM): Approved for OMB.</p> <p>Edward Brower (10/27/2016 6:08 AM): Please ensure "September" in the first paragraph is corrected. Given the "Term" paragraph correctly states the contract is effective upon execution I am considering the inclusion of the month to be a type that can be fixed prior to signing. As such, it is unnecessary to hold this item from progressing. Approved.</p> <p>ALACHUA\trouse (10/26/2016 10:51 AM): Approved, OK to proceed.</p> <p>ALACHUA\dryon (10/26/2016 10:50 AM): COI in contract is approved</p> <p>ALACHUA\trouse (9/20/2016 4:02 PM): Approved pending current correct COI</p> <p>ALACHUA\dryon (9/20/2016 2:45 PM): 1) COI does not match contract, 2) Insurance on contact is old please update to new insurance</p> <p>Melissa Kasicki (9/20/2016 11:09 AM): Green Sheet received in CMO & approved by ACM. Forwarding to contracts for review.</p>
Completed Date	
Attachments	<p>Alachua.pdf</p> <p>Professional Services Agreement between Alachua County and Smith Bryan Myers Inc.pdf</p>

Content Type: Item
 Version: 9.0
 Created at 9/20/2016 11:09 AM by Melissa Kasicki
 Last modified at 10/31/2016 3:06 PM by Diane Smith

Close

Contract #:

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Professional Services Agreement between Alachua County and Smith, Bryan & Myers, Inc., for legislative lobbying services.

DEPARTMENT: Administrative Services/Legislative Affairs	RETURN TO Mark Sexton	CONTACT: Mark Sexton PHONE: (352) 264-6979
DOCUMENT(S) REQUIRING ACTION:	Professional Services Agreement	AMOUNT: \$30,000.00

EXECUTIVE SUMMARY:

With the approval of the Board of County Commissioners, Alachua County is entering into this agreement with Smith, Bryan & Myers, Inc.. The firm will assist Alachua County with achieving its state legislative goals.

BACKGROUND: At the December 2014 BoCC retreat the issue was discussed and the Board agreed that this was needed to forward their objectives at the state level.

ISSUES: None.

ACTION

Recommendation Approve the agreement and present to the Manager for signature.

BUDGETARY IMPACT

Recommendation: The budget exists.

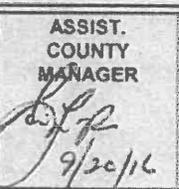
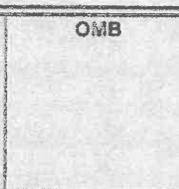
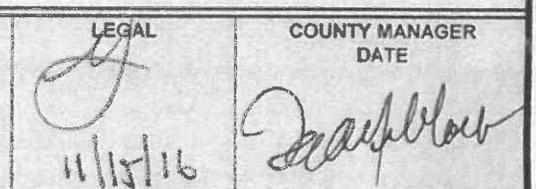
Funding Sources: Administrative Services.

Associated Costs: None.

Account Code: 001-1810-513.31-93

ATTACHMENTS: Agreement for Professional Services.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR 	ASSIST. COUNTY MANAGER  9/30/16	CONTRACTS  11/17/2016	OMB	LEGAL  11/15/16	COUNTY MANAGER DATE 
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