

**CONSULTING SERVICES AGREEMENT BY AND BETWEEN
HILLSBOROUGH COUNTY, FLORIDA AND
CONSULTANT**

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 201_, by and between Hillsborough County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and _____, hereinafter referred to as the "CONSULTANT".

RECITALS

WHEREAS, the COUNTY desires the service of a highly skilled and experienced independent contractor to serve as a CONSULTANT to assist the COUNTY; and

WHEREAS, the CONSULTANT has the expertise and personnel, as appropriate, to provide such consulting services for the COUNTY; and

WHEREAS, on September 17, 2014, the Board of County Commissioners ("BOCC") in regular meeting approved an amendment to the Hillsborough County Procurement Policy Section I(B) to delegate to the County Administrator the authority to enter into and execute consulting contracts in the amount of \$250,000 or less provided that such contracts are substantially similar in form and content to the form contract entitled "Consulting Services Agreement" attached to the BOCC Procurement Policy as Attachment #1; and

WHEREAS, this Consulting Services Agreement is substantially similar to the BOCC approved Consulting Services Agreement referenced above.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1
Scope of Service

The CONSULTANT shall provide the services described in EXHIBIT A - Scope of Services, attached hereto and incorporated by reference herein.

ARTICLE 2
Term of Agreement

This Agreement shall be effective upon execution by both parties and shall expire on _____, 201_ (the "Term"), unless sooner terminated in accordance with this Agreement.

ARTICLE 3
Consideration and Payment

The COUNTY shall pay the CONSULTANT an amount not to exceed the amount set forth in Exhibit B - Full Compensation and Method of Payment, as full compensation for all work done and materials furnished including costs and expenses. Any conditions precedent that the CONSULTANT must satisfy prior to payment will also be set forth in Exhibit B. The COUNTY and the CONSULTANT agree that each is bound by the applicable provisions of the Florida Prompt Payment Act, Florida Statutes §§218.70 et seq., in connection with this Agreement.

Reimbursable costs, expenses, and travel shall be authorized in writing in advance by the COUNTY and shall be reimbursed in accordance with Section 112.061, Florida Statutes. Requests for payment of all costs, expenses, and travel shall be submitted in an auditable format with supporting documentation, including receipts for paid bills. Payments will be made in accordance with the procedures specified in Exhibit B, and Exhibit C - Request for Payment Form and Instructions, both of which are attached hereto and incorporated herein by reference.

ARTICLE 4
County Representative

COUNTY REPRESENTATIVE: [Name]_____, [Title]_____, shall act as COUNTY's representative during the performance of this Agreement. COUNTY may change the designated representative from time to time upon reasonable notice to CONSULTANT.

ARTICLE 5
Relationship of Parties

The parties intend, and CONSULTANT acknowledges, that CONSULTANT enters into this Agreement, and will remain throughout the term of this Agreement, an independent contractor. CONSULTANT agrees that he/she is not and will not become an employee, partner, agent, servant or principal of the COUNTY while this Agreement is in effect. Accordingly, CONSULTANT acknowledges that he/she is not entitled to earn or accrue any rights, benefits, or salary under any benefit or compensation plan or program including, but not limited to, medical, dental, vision, retirement, vacation, sick leave, or any other employee benefits provided to employees of the COUNTY. CONSULTANT agrees that he/she will not hold himself/herself out as an authorized agent to bind the COUNTY in any manner. Nothing in this Agreement shall be construed or interpreted as creating an employment relationship between the COUNTY and the CONSULTANT.

CONSULTANT shall be solely responsible for any taxes due as a result of the payment pursuant to Article 3 of this Agreement. CONSULTANT will defend and indemnify the COUNTY from and against any and all losses or liabilities arising out of CONSULTANT's failure to pay taxes due with respect to any such payments.

Unless there is a need to perform services on the COUNTY premises, all work is to be completed at CONSULTANT's place of business or other appropriate location. CONSULTANT is responsible for supplying all tools, equipment, and materials necessary for the successful completion of the services. If applicable based on the services being provided to the COUNTY, CONSULTANT shall take all necessary precautions to store all materials and equipment in a safe and appropriate manner.

CONSULTANT agrees and acknowledges that he/she is solely responsible for determining the method and means by which CONSULTANT will perform the services and otherwise fulfill CONSULTANT's obligations in accordance with this Agreement. CONSULTANT further agrees that he/she will be solely responsible for the professional performance of the services except as may be specifically set forth in this Agreement. CONSULTANT represents that he/she has the necessary qualifications, skills, licenses, and ability to perform the services hereunder in a competent, professional manner without the advice or direction of the COUNTY. Failure to perform all of the services required under this Agreement constitutes a material breach of this Agreement.

CONSULTANT is free to hire, supervise, and pay employees to aide in the performance of the services. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to CONSULTANT's sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. CONSULTANT warrants and represents that all of his/her employees are treated equally during employment without regard to race, color, religion, sex (including sexual harassment), national origin, age, disability, Genetic Information Nondiscrimination Act of 2009, marital status, and any other legally recognized protected status applicable to the COUNTY.

ARTICLE 6

Maintenance and Review of Records

The CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record, as applicable, providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including but not limited to property, personnel and financial records, and supporting documentation which shall enable ready identification of CONSULTANT's cost of goods and use of funds for a period of six years from the date of final payment to the CONSULTANT, as applicable, under this Agreement or the termination of this Agreement, whichever occurs later. (Such six-year period is hereinafter referred to as the "Audit Period."). The COUNTY shall have the right, and the CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record, as applicable, will permit the COUNTY to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this

Agreement, including but not limited to personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to the COUNTY for audit, examination or copying purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the Audit Period. The COUNTY's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. CONSULTANT shall insure that the CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record, as applicable, shall recognize the COUNTY's right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provide by the CONSULTANT under this Agreement. If an audit is begun by the COUNTY or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7 Mutual Indemnification

The COUNTY, to the extent authorized by Section 768.28, Florida Statutes, shall indemnify, defend and hold the CONSULTANT harmless from all liabilities, claims, demands or actions at law and in equity that may hereafter at any time be made or brought by any one for the purpose of enforcing a claim on account of any injury or damage caused, in whole or in part, by any negligent or intentional wrongful act or omission of the COUNTY, its agents or employees during the performance of this Agreement. The CONSULTANT shall indemnify, defend and hold the COUNTY, its agents or employees, harmless from all liabilities, claims, demands or actions at law and in equity that may hereafter at any time be made or brought by any one for the purpose of enforcing a claim on account of any injury or damage caused, in whole or part, by any negligence or intentional wrongful act or omission of the CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record during the performance under this Agreement.

ARTICLE 8 Equal Opportunity: Non-Discrimination Clause

The CONSULTANT shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

The CONSULTANT shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are

incorporated herein by reference.

ARTICLE 9

Insurance

As determined by the County Administrator in coordination with Risk Management, the CONSULTANT shall procure and maintain throughout the Term of this Agreement, on behalf of itself and the COUNTY, the insurance specified on, and as required by, Exhibit E, attached hereto and incorporated by reference herein, and as stated below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The CONSULTANT shall ensure that the COUNTY and its Board of County Commissioners are named as additional insured parties as to the actions of the CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record performing or providing materials and/or services to CONSULTANT during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by the CONSULTANT pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide for thirty (30) days prior written notice to the COUNTY of any cancellation, intent not to renew, or reduction in the policy coverage.

ARTICLE 10

Conflict of Interest

The CONSULTANT represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity; or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of service required hereunder.

The CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record warrants to the COUNTY that no gifts or gratuities have been or will be given to the COUNTY, its agents or employees, either directly or indirectly, to obtain this Agreement.

ARTICLE 11

Drug Free Workplace

The CONSULTANT shall assure the COUNTY that it will administer, in good faith, a policy designed to ensure that the CONSULTANT is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE 12
Governing Laws

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

ARTICLE 13
Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Additionally, pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, proposal or reply.

The CONSULTANT represents for itself and its affiliates that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes.

ARTICLE 14
Compliance With Applicable Laws

The CONSULTANT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder.

ARTICLE 15
Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

ARTICLE 16
Headings

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the Agreement.

ARTICLE 17

Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 18

Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE 19

Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits, the provisions of the Agreement shall control over the provisions of the exhibits.

ARTICLE 20

Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 21

Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE 22

Modifications

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended by a written instrument executed by the COUNTY and the CONSULTANT expressly for that purpose.

ARTICLE 23
Legally Required Statement and Provisions Regarding
Access to Records for Services Contracts

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the CONSULTANT/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the CONSULTANT/Service Provider is acting on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the CONSULTANT/Service Provider. As stated below, the CONSULTANT/Service Provider may contact the COUNTY's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the CONSULTANT/Service Provider is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide the CONSULTANT/Service Provider advice regarding its legal rights or obligations.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- i) _____ (telephone number),
- ii) _____ (email address),
- iii) _____ (mailing address)

If under this Agreement, the CONSULTANT is providing services and is acting on behalf of the COUNTY as provided under Section 119.011(2), Florida Statutes, the CONSULTANT will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the COUNTY to perform the services.
- ii) Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except at

authorized by law for the duration of the contract term and following completion of the Agreement if the CONSULTANT does not transfer the records to the COUNTY.

- iv) Upon completion of the Agreement, transfer at no cost to the COUNTY, all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Failure of the CONSULTANT to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the COUNTY.

ARTICLE 24 Fiscal Non-Funding Clause

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the COUNTY shall notify the CONSULTANT of such occurrence, and the COUNTY may terminate this Agreement, without penalty or expense to the COUNTY, upon no less than twenty-four hours (24) hours written notice to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the COUNTY shall notify the CONSULTANT of such occurrence and the COUNTY may terminate this Agreement, without penalty or expense to the COUNTY, upon no less than twenty-four (24) hours written notice to the CONSULTANT.

ARTICLE 25 Recognition of County Contributions to Not-For-Profit Corporation Consultants

Pursuant to the COUNTY's BOCC Policy No. 10.04.00.00, not-for-profit corporations that receive public funding or non-monetary contributions through Hillsborough County shall recognize the COUNTY for its contribution in promotional material and at any events or workshops for which COUNTY funds are allocated. Any news release or other type of publicity must identify the Hillsborough County Board of County Commissioners as a funding source. In written materials, the reference to the COUNTY must appear in the same size letters and font type as the name of any other funding sources.

ARTICLE 26
Political Activities of Not-for-Profit Corporation Consultants

Pursuant to the COUNTY's BOCC Policy No. 02.12.00.00, not-for-profit corporation CONSULTANTS shall not engage in political activities that promote or oppose a specific candidate.

ARTICLE 27
Termination of Agreement

In addition to the exercise of any other remedies available to it at law or in equity, the COUNTY may terminate this Agreement for the CONSULTANT's non-performance, as determined by the COUNTY, upon no less than twenty-four (24) hours written notice to the CONSULTANT.

The COUNTY or the CONSULTANT may also terminate this Agreement without cause upon ten (10) days prior written notice to the other party.

ARTICLE 28
Administration of Agreement

For purposes of the administration of this Agreement, "the COUNTY" shall refer to the County Administrator in Articles 1, 2, 3, 4, 22, and 29.

ARTICLE 29
Notice

Any notices required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties:

A. COUNTY:

[Name]
[Title]
P. O. Box 1110
Tampa, Florida 33601-1110

Or to the following address for overnight delivery service or personal delivery:

[Name]
[Title]
County Center – 26th Floor
601 E. Kennedy Blvd.
Tampa, Florida 33602

B. CONSULTANT

Any notice sent in accordance with this Article shall be deemed given two days after deposit in the U.S. Mail, if sent certified mail, or upon receipt, if sent by overnight delivery service or personal delivery. The act of refusal by a party of delivery of a notice sent in accordance with this Article shall be deemed acceptance of such notice by such party.

ARTICLE 30 Use of E-Verify System

The CONSULTANT affirms that it is in compliance with Florida Statutes, Section 448.095 which, in part, requires all contractors and its subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires contractors to obtain affidavits from its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT acknowledges and understands that pursuant to Florida Statutes Section 448.095, the COUNTY is required to terminate the Agreement if it has a good faith belief that the CONSULTANT knowingly violated Florida Statutes Section 448.09(1); whereupon, the CONSULTANT will not be eligible for award of a public contract for at least one year from the date of such termination.

IN WITNESS WHEREOF, the CONSULTANT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

CONSULTANT:

COUNTY: HILLSBOROUGH COUNTY,
FLORIDA

BY: _____
Authorized Official

BY: _____
County Administrator

(Printed Name of Signer)

(Date)

(Title)

(Date)

LIST OF EXHIBITS

EXHIBIT A SCOPE OF SERVICES

EXHIBIT B FULL COMPENSATION AND METHOD OF PAYMENT

EXHIBIT C REQUEST FOR PAYMENT FORM AND INSTRUCTIONS

EXHIBIT D INSURANCE REQUIREMENTS

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide up to _____ hours of services per month in the following areas as requested by the County representative:

- 1.
- 2.
3. Other assignments as determined by the County Representative

EXHIBIT B

FULL COMPENSATION AND METHOD OF PAYMENT

1. The COUNTY shall pay the CONSULTANT at the rate of \$_____ per hour in an amount not to exceed \$_____ for services outlined in Exhibit A, Scope of Services.
2. The CONSULTANT will receive funds from the COUNTY, on a reimbursement basis. Reimbursement will be made upon receipt of a completed Request for Payment Form, Exhibit C. No modifications to the budget shall be reimbursed unless prior written approval has been granted by the County Administrator. In no event, however, shall payments to the CONSULTANT exceed \$_____. All funding under this Agreement is subject to availability. The COUNTY shall be the final authority as to the availability of funds and how available funds will be allotted.
3. Reimbursement requests may be submitted on a monthly basis with proper backup which documents the delivery of services outlined in Exhibit A, Scope of Services. Reimbursement requests shall not be submitted for a period less than one month. If the COUNTY determines, through its inspection or review, that the CONSULTANT has not performed, or is performing less than the total agreed upon services, payments to the CONSULTANT shall be subject to a pro-rata reduction.

EXHIBIT C
REQUEST FOR PAYMENT FORM

CONSULTANT:
PROGRAM:

REQUEST NUMBER: _____ MONTH: _____ AMOUNT: \$ _____

BUDGET CATEGORIES	TOTAL APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
		CURRENT REQUEST \$	YTD REQUESTS \$	
TOTAL				

I certify that the service covered by this request have been provided to the COUNTY in accordance with the terms and conditions of the Agreement.

Authorized Agency Signature Title Date

=====

FOR COUNTY USE ONLY

INDEX CODE _____ DOCUMENT # _____
SUB OBJECT _____ P. O. # _____ APPROVED: _____

I verify that Hillsborough County (based upon certification of CONSULTANT Official) has received the goods and/or services.

<u>TYPE OF REVIEW</u>	<u>APPROVED</u>	<u>DATE</u>
FISCAL	_____	_____
PROGRAMMATIC	_____	_____
_____	_____	_____

COMMENTS:

INSTRUCTIONS FOR REQUEST FOR PAYMENT FORM

1. General:
When requesting payment, the CONSULTANT must fill in the appropriate information accurately and within the approved budget areas designated, accompanied by documentation substantiating payments or expenses. Duplicate the form and complete for each payment requested.
2. Consultant:
Provide the operational title of the CONSULTANT as it appears on your Agreement.
3. Program:
Provide the title of the program or general service area as contracted.
4. Request Number/Month(s)/Amount:
Provide the number of this request. Starting with number one for the first request of the Agreement period and continue sequentially until the final request is made. Indicate month(s) included with request. (Indicate the "number" and "final" when making the last request for payment). The amount of this request must be equal to the Expenditure, Current Request total under the Financial Status Report section.
5. Financial Status Report:
 - a) Budget Categories: These are the only categories in which costs can be incurred and payment requested and approved.
 - b) Total (Annual) Approved Budget: Provide the amount in each column that is the maximum of allowable expenses under the terms of the Agreement.
 - c) Expenditures:
 1. Current Request: Provide reimbursable dollar amounts which are being submitted in this request for the current period. Make entries only in lines containing an approved budget amount, as costs incurred in other than budgeted categories will not be allowed. Attach back-up documentation of any and all expenses incurred during the current period.
 2. Year to Date (YTD) Requests: Provide a total amount of all funds requested to date and include the amount of this request. (This amount will be the previous "Year to Date" total plus the "Current" period request.)
 - d) Remaining Balance: Provide the total balance of funds available in each line item where an approved budget amount appears. (This amount will be the Total Approved Budget minus the Expenditures year to date (YTD) Request.) This figure cannot be a negative. Payment from any budget category cannot exceed the amount in the approved budget, unless modified within the terms of this Agreement.
 - e) Authorized Agency Signature: Provide the signature of a person within the CONSULTANT, duly authorized to sign for, or obligate the CONSULTANT certifying the goods and/or services rendered under this request were provided as contracted.
 - f) Title: Provide the official agency/organization title of the person signing the request (i.e., Chairperson, Treasurer, Director, etc.).
 - g) Date: Provide the date that the Authorized Consultant Signature was affixed (see section e., above).

EXHIBIT D

INSURANCE REQUIREMENTS

Based on the Scope of Services and authority of the CONSULTANT, there is no requirement for commercial insurance.