

Agreement

Between

The City of Overland Park, Kansas

and

CBIZ Benefits & Insurance Services, Inc.

**For Benefits Consulting Services Related to the
City's Group Health Care and Other Benefit Plans**

CONSULTANT AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Overland Park, Kansas, hereinafter referred to as “City”, and CBIZ Benefits & Insurance Services, Inc., 2600 Grand Boulevard, Suite 600, Kansas City, Missouri 64108-4621, hereinafter referred to as “CONSULTANT.”

WHEREAS, the City desires to utilize the services of the “CONSULTANT” to provide professional and timely advice and consulting services relating to the City’s benefit plans, and

WHEREAS, CONSULTANT by reason of training, knowledge, reputation and experience has expertise in the area of consulting services related to group benefit plans, and

WHEREAS, CONSULTANT by execution of this Agreement represents itself as being capable, experienced and professionally qualified to undertake and perform the services described herein, and

WHEREAS, the City is authorized and empowered to contract with CONSULTANT for the furnishing of professional consulting services in connection with group benefit plans, and

WHEREAS, CONSULTANT agrees to perform the services described herein as an independent contractor and not as an employee of the City, and

NOW THEREFORE, In consideration of the premises and mutual covenants herein set forth the parties agree as follows:

SECTION I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

“Agreement” means this Agreement and any attachments, amendments or supplements hereto, including the Exhibits attached hereto.

"City" means the City of Overland Park, Kansas.

"City Representative" means the person designated by the Overland Park's Human Resources Director to coordinate the "Project" and act as liaison to the CONSULTANT.

"CONSULTANT" means CBIZ Benefits & Insurance Services, Inc., and includes all of its employees, agents and assignees and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees.

"Project" means the total scope of the services to be performed by the CONSULTANT in providing professional and timely consulting services relating to the City's group benefit plans, as more fully outlined herein.

"Project Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, studies, tests, calculations and reports.

SECTION II. SCOPE OF PROJECT

The parties agree and intend that the scope of the Project that is the subject of this Agreement shall consist of the following:

To provide professional and timely advice and consulting services relating to the City's group benefit plans to include but not limited to long range planning, plan design and rate negotiation, medical plan management, ongoing management support, employee benefit regulatory affairs, and employee communications, all as more fully set forth within this Agreement.

SECTION III. CITY'S RELIANCE ON CONSULTANT'S EXPERTISE AND THE LEGAL DEFENSIBILITY OF CONSULTANT'S WORK

The CONSULTANT agrees and acknowledges that the City has entered into this Agreement based on CONSULTANT's knowledge, reputation, experience and expertise in the area of consulting services related to group benefit plans. Further, the parties acknowledge that CONSULTANT has represented itself as being capable, experienced and qualified to undertake and perform the services required of it herein. The parties agree and acknowledge that the CONSULTANT is responsible for insuring that its performance shall produce professional advice that the City can rely upon. The parties further agree and acknowledge the City's reliance on the CONSULTANT's knowledge, reputation, experience and expertise in the area of group benefit plan consultation services, to include the City's reliance on the legal defensibility of CONSULTANT's advice.

SECTION IV. RESPONSIBILITIES AND OBLIGATIONS OF CONSULTANT

CONSULTANT shall provide professional and timely advice and consulting services relating to the City's group benefit plans to include but not limited to:

A. Long-Range Planning

1. Provide an initial in-depth review of the existing City of Overland Park group insurance programs and Section 125 plan.
2. Develop long-range plans and objectives in conjunction with the City.
3. Keep apprised of new products and trends in the health insurance industry and the Kansas City marketplace.
4. Provide “hands-on” assistance in the implementation of all new plans or changes to existing plans.

B. Plan Design and Rate Negotiation

1. Assist in the design of plans that meet the benefit needs and budget consideration of the City of Overland Park.
2. Draft and distribute RFP's to carriers and/or administrators.
3. Analyze RFP responses.
4. Negotiate a renewal premium with selected carriers and administrators, including retention (administrative expenses) and trend projections.

C. Medical Plan Management

1. Quarterly Plan Review

- a. Gather, organize and analyze health claims data and provide a summary to the City.
 - b. Evaluate Plan Financials: Funding strategy compared to Plan Expenses.
 - c. Evaluate Reserve requirements and status.
2. Monthly Overview
- a. Assist in evaluating the efficiency of United Healthcare's (UHC) standard reporting package and determine ongoing reporting needs.
 - b. Gather plan expenses on monthly basis and provide a summary of all administrative, stoploss and claims expenses in one source document.

D. Ongoing Management Support

1. Design reports (as needed) to reflect the effectiveness of the City's wellness initiatives.
2. Provide advice based on standard Administrative Services Only plan.
3. Assist the City in working with UHC to ensure that all plan components are operating efficiently (examples: reports received in a timely manner; plan provisions are understood and communicated correctly; online capabilities are communicated to employees and understood by Human Resources staff.)

E. Employee Benefit Regulatory Affairs

1. Serve as a member of the City's Appeals Board in reviewing and ruling on appeals from members covered by the Health Plan.
2. Review plan documents and provide interpretation.
3. Review and interpret federal (and state if applicable) laws and regulations impacting the Health Plan.
4. Research technical issues. Provide information in response to technical questions regarding employee benefit issues.
5. Conduct complete HIPAA (Health Insurance Portability and Accountability Act of 1996 as amended) Impact Analysis on City's Benefit Plans that includes the following:
 - a. HIPAA Awareness Training – Conduct seminar(s) regarding HIPAA customized to examine the regulatory requirements in light of the City's specific circumstances as a public entity.
 - b. HIPAA Readiness Assessment – Conduct a covered entity analysis of the City of Overland Park policies/procedures and systems to determine the City's level of risk, as well as, to develop a customized project plan to achieve compliance.
 - c. HIPAA Remediation – Review and recommend changes to policies & procedures, as well as, information systems; review and develop a standard Business Associate Agreement; review of all affected information systems for security standard and transaction standard compliance; and assistance in the development of a HIPAA Compliance Project Plan.
 - d. HIPAA Training – Develop and conduct customized training programs to ensure City employees are operating under the policies and procedures as implemented. Develop a customized Training Manual that includes not only general HIPAA training information but also specifies City policies and procedures for

compliance.

- e. Annual Compliance Review – Conduct a review of the City’s continued compliance with HIPAA, including spot checks and reviewing changes or updates to final regulations as issued by HHS.

F. Employee Communication

1. Plan and coordinate the open enrollment of the group insurance and Section 125 plans.
2. Design and produce employee communication materials, including announcements, benefit outlines, etc.
3. Conduct or assist with employee meetings regarding the City’s group insurance and Section 125 plans.
4. Help educate employees in the effective use of plans in containing costs. Provide information in response to technical questions regarding employee benefit issues.

All work will be done with regular involvement of the City's Human Resources Director, Manager of Personnel Services or designee. Regular presentations and meetings with these individuals or groups, incorporating their input into the process, are expected. Presentations to the City's Governing Body shall also be required when deemed necessary by the City’s Human Resources Director. The CONSULTANT shall also furnish and perform any other various professional CONSULTANT’s responsibilities and requirements set forth in the City’s Request for Proposal and this Agreement document to include any and all attachments.

SECTION V. RESPONSIBILITIES AND OBLIGATIONS OF CITY

A. Designated Person

The City shall designate a person to coordinate all Project activities with the CONSULTANT and act as the City's Representative. The designated person or alternate shall be available at all times reasonably necessary to make decisions on behalf of the City. The designated person shall work and coordinate Project activities with the CONSULTANT, however, the designated person shall not be under the direction or control of the CONSULTANT and shall at no time be considered an employee or agent of CONSULTANT.

B. Availability

The City shall reasonably make available to the CONSULTANT the staff necessary to provide the services and performance required herein. The parties agree to reasonably negotiate the scheduling of consulting activities.

SECTION VI. CONSIDERATION AND PAYMENT TERMS

A. Consideration

City agrees to pay CONSULTANT for professional services performed in accordance with the terms of this Agreement a monthly retainer of two thousand two hundred dollars (\$2,200). In addition, the City agrees to pay CONSULTANT seven thousand eight hundred dollars (\$7,800) for completion of a HIPAA Compliance Audit. The parties agree that the total consideration to be paid the CONSULTANT pursuant to this Agreement shall be no more than eighty-seven thousand dollars (\$87,000).

B. Payment Terms

CONSULTANT is to remit a monthly invoice to the City's Manager, Personnel Services that records the monthly activity and the hours expended. Payment for services rendered by CONSULTANT are due and payable by City within 30 days of receipt of invoice from CONSULTANT.

C. Cash Basis Law

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties shall be relieved from all obligations, without penalty, under this Agreement.

SECTION VII. REPORTS AND DOCUMENTS

A. Property and Possession

All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Agreement shall be submitted to and be the exclusive property of the City, which shall have the right to use the same for any purpose without any further compensation to CONSULTANT.

B. Confidentiality

All of the aforementioned reports and documents prepared, assembled or compiled by CONSULTANT pursuant to the terms of this Agreement are to be considered confidential and CONSULTANT agrees that it will not, without prior

written approval by the City submit or make the same available to any individual, agency, public body or organization other than the City, except as may be otherwise herein provided, subject to the Kansas Open Records Act.

C. Status of Documents Upon Termination For Cause

If this Agreement is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared pursuant to this Agreement shall be immediately transmitted to the City by CONSULTANT.

SECTION VIII. CONDITIONS OF PERFORMANCE

A. Performance Standards

CONSULTANT agrees that the performance of all work, services and results therefrom, pursuant to the terms of this Agreement, shall conform to or exceed the recognized professional standards that are prevalent in the professional group health care consulting field. Further, the CONSULTANT warrants that all work and service performed pursuant to this Agreement shall be performed with the professional expertise, skills and knowledge of state of the art procedures and techniques in all relevant subject matters including consulting related to the area of group health care programs. The CONSULTANT shall accordingly be capable of performing the necessary consulting and other services required herein, and possess the ready comprehension of the required subject matter and the expertise to recommend effective practical and legally defensible procedures relating to the all of the work it shall perform pursuant to this Agreement.

B. Qualified Personnel

CONSULTANT agrees that all of the work and services to be performed pursuant to this Agreement shall be performed by CONSULTANT or under its supervision and all personnel engaged in the work or services shall be fully qualified to perform such work and services.

C. Subcontracting Services

CONSULTANT shall not subcontract any of the work or services required by this Agreement without the prior written approval of the City. Should CONSULTANT request and the City agree to work being subcontracted, the CONSULTANT shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by said subcontractors, as CONSULTANT is for the acts and omissions of the persons it directly employs.

SECTION IX. DISPUTE RESOLUTION

The City and CONSULTANT agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, CONSULTANT shall proceed with the work as per this Agreement as if no dispute existed and unless the

City indicates in writing it does not want the CONSULTANT to continue with the work; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

SECTION X. PROHIBITION AGAINST CONTINGENT FEES

1. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. CONSULTANT warrants that it will not accept any fee, commission, percentage, gift, or other consideration from any third party for the performance of any work under the Agreement.

SECTION XI. TERM

The term of this Agreement shall commence on August 1, 2003, and shall continue in force through July 31, 2006 unless otherwise terminated as provided herein.

SECTION XII. RIGHT TO TERMINATE AGREEMENT

A. Termination for Cause (CITY)

Without in any manner limiting the right of the City to terminate this Agreement or declare the CONSULTANT in default thereof for any reason set forth herein or in the Request for Proposal documents, if the work to be done under this Agreement shall be abandoned by CONSULTANT; or if this Agreement shall be assigned by CONSULTANT otherwise than as herein provided; or if the CONSULTANT should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the CONSULTANT or any of its property; or if at any time the City determines that the performance of the work under this Agreement is being unnecessarily delayed, that the CONSULTANT is violating any of the conditions or covenants of this Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the CONSULTANT of the City's intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon the CONSULTANT a satisfactory arrangement be made for the continuance thereof, this Agreement shall cease and terminate. In the event of such termination, the City shall immediately serve notice thereof upon the CONSULTANT, and the City may take over the work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the CONSULTANT, and the CONSULTANT shall be liable to the

City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the work, any and all documents and other materials as may be necessary therefor. When CONSULTANT's services have been so terminated, such termination shall not affect any rights or remedies of the City against CONSULTANT then existing or which may later accrue. Similarly, any retention or payment of monies due CONSULTANT shall not release CONSULTANT from liability.

B. Termination for Cause (CONSULTANT)

If the City shall be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of creditors; or if a receiver should be appointed for the City or any of its property; or if the CONSULTANT determines that the City is violating any of the conditions or covenants of this Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then, in addition to other rights the CONSULTANT may choose to exercise, the CONSULTANT may, at its option, serve written notice upon the City of the CONSULTANT's intention to terminate this Agreement, and, unless within five (5) days after serving of such notice upon the City a satisfactory arrangement be made for the continuance thereof, this Agreement shall cease and terminate. In the event of such termination, the City shall pay to CONSULTANT all compensation due and owing to CONSULTANT for services provided through the date of termination.

C. Termination for Convenience (CITY)

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the CONSULTANT, to terminate this Agreement by providing thirty days prior written notice of such termination to CONSULTANT. Upon receipt of such notice from City, CONSULTANT shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what work shall be required of CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the City. If City shall terminate for its convenience as herein provided, City shall compensate CONSULTANT for all work completed to date of termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

D. Any termination of the Agreement for alleged default by CONSULTANT that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

SECTION XIII. INSURANCE

The CONSULTANT shall maintain throughout the duration of this Agreement, insurance in, at minimum, the amounts specified below. All insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City.

(1) General Liability Insurance

MINIMUM REQUIREMENTS

COMMERCIAL GENERAL LIABILITY POLICY

(Complete Certificate "Form B" or standard ACORD form):

General Aggregate: \$500,000.00

Products-Completed

Operations Aggregate: 500,000.00

Personal & Advertising

Injury: 500,000.00

Each Occurrence: 500,000.00

Policy must include the following:

- 1) Broad Form Contractual/Contractually Assumed Liability
- 2) Independent Contractors

(2) Automobile Liability Insurance

Policy shall protect the CONSULTANT against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

a) Any Auto

OR

b) All Owned Autos; Hired Autos; and Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the General Liability section. Policy shall insure the contractual liability assumed by the CONSULTANT under Section XIV.

(3) Workers' Compensation and Employers' Liability

This insurance shall protect the CONSULTANT against all claims under applicable state Workers' Compensation laws. The CONSULTANT shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a Workers' Compensation law.

The liability limits shall not be less than the following:

Workers' Compensation:	Statutory
Employers' Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

There is no requirement that the City be named an additional insured on this policy.

(4) Professional Liability

The CONSULTANT shall maintain throughout the duration of this Agreement Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00), and shall provide the City with certification thereof.

(5) Industry Ratings

The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) a rating of A or better; and

3) Carries at least a Class X financial rating, or

Is a company mutually agreed upon by the City and CONSULTANT.

Certification of insurance coverage in items (1), (2) and (3) above shall be on one of the City's Standard Certificate of Insurance forms, copies of which are attached or a standard ACORD form. Certification of professional liability insurance shall be provided on a separate form provided by the Consultant's insurance carrier.

SECTION XIV. INDEMNITY

A. Definitions

For purposes of indemnification requirements, the following terms shall have the meanings set forth below:

1. "The CONSULTANT" means and includes CONSULTANT, all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and
2. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement

whether arising before or after the completion of the work required hereunder.

B. Indemnity

For purposes of this Agreement, CONSULTANT hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the CONSULTANT. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the CONSULTANT's obligation hereunder shall not include amounts attributable to the fault or negligence of the City. Nothing in this section shall be deemed to impose liability on the CONSULTANT to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss. With respect to the City's rights as set forth herein, the CONSULTANT expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of the CONSULTANT to indemnify the City.

SECTION XV. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and as such is not an employee of the City. CONSULTANT is responsible for any and all federal, state and local taxes.

SECTION XVI COMPLIANCE WITH EQUAL OPPORTUNITY LAWS, REGULATIONS AND RULES AND OTHER LAWS

A. The CONSULTANT agrees that:

1. The CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, the CONSULTANT shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
3. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the CONSULTANT shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

4. If the CONSULTANT is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the CONSULTANT shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 5. The CONSULTANT shall include the provisions of paragraphs (1) through (4) above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- B. The CONSULTANT further agrees that the CONSULTANT shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

SECTION XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

SECTION XVIII. APPLICABLE LAW

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

SECTION XIX. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XX. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

SECTION XXI. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by the CONSULTANT without the written consent of the City.

SECTION XXII. WORK PRODUCT FORMAT

All documentation provided the City other than project plans shall be furnished on a microcomputer diskette (3.5 or 5.25 inch; high or low density) in either Word file format or ASCII file format.

SECTION XXIII. EXECUTION OF AGREEMENT

The parties hereto have caused this AGREEMENT to be executed in triplicate

this _____ day of _____, 200__.

CITY

APPROVED AS TO FORM:

Michael R. Santos
Senior Assistant City Attorney

By: _____
Ed Eilert
Mayor

ATTEST:

CBIZ BENEFITS & INSURANCE
SERVICES, INC.

Marian Cook
City Clerk

By: _____
Robert A. O'Byrne
President

ATTEST:

Asst. Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED That on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert A. O'Byrne, President of CBIZ BENEFITS & INSURANCE INC., a corporation duly organized, incorporated, and existing under and by virtue of the laws of _____ who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the above instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires

(If the AGREEMENT is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership.)