CITY		CONSULTANT	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Deloitte & Touche LLP Address: 400 West 15th Street, Suite 1700 Austin, Texas 78701	
Attention: Troy Bolander Director, Planning, Development and Neighborhood Services		Attention: Kathryn Schwerdtfeger Partner	
Department: Planning, Development and Neighborhood Services		Phone: 512-691-2333	Fax: 512-480-1333
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER 3
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated June 29, 2015incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between Deloitte & Touche LLP ("D&T") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated August 1, 2014 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of ***Exhibit A***.

4. **Costs not to Exceed**. The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Consultant providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

Client will compensate D&T under the terms in Exhibit A for the Services performed under this Work Authorization.
A) Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 3 exceed the sum of $968,000.00.

A) Insurance. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall include the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Consultant shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. Additional Terms. The City shall indemnify and hold harmless Consultant, its subsidiaries and subcontractors, and its and their respective personnel from all Claims (as defined in the Agreement) attributable to claims of Wallace Bajjali Development Partners, L.P., its subsidiaries, affiliates, subcontractors, or assignees, or its or their respective personnel relating to the Services or Deliverables, and the limitations of liability in Section 17 of the Agreement will not apply to such obligations of the City.

8. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Consultant: Deloitte & Touche LLP

By: Kathryn Schwerdtfeger

Printed Name: Kathryn Schwerdtfeger

Title: Partner

Date: 7-23-15

CITY OF JOPLIN

By: Troy Bolander
Director of Planning, Development and Neighborhood Services

By: Sam Anselm
City Manager

Date: 7/23/2015

EXHIBIT A - WORK AUTHORIZATION NUMBER 3

1. General:
The Scope of Services identified in this Work Authorization are associated with both the Second Partial Action Plan and Third Partial Action Plan as outlined below.

Second Partial Action Plan
Adopted by the City of Joplin with Resolution No. 2014-017 on September 15, 2014 and submitted to HUD on September 26, 2014. The total funds, as approved by the City of Joplin for obligation is $13,740,000 (Grant No. B-13-MS-29-0001) with a budget breakdown as follows:

Public Services:	$11,700,000
Administration Services:	$510,000 (internal & consultant combined)
Planning Costs:	$1,530,000

Third Partial Action Plan
Adopted by the City of Joplin with Resolution No. 2014-019 on October 20, 2014 and submitted to HUD on October 24, 2014. The total funds, as approved by the City of Joplin for obligation is $10,956,000 (Grant No. B-13-MS-29-0001) with a budget breakdown as follows:

Public Services:	$9,960,000
Administration Services:	$498,000 (internal & consultant combined)
Planning Costs:	$498,000

In accordance with current CDBG-DR requirements, all obligated funds are to be expended within two years of the date of obligation.

2. Definitions:
Program Administration Costs (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

Planning Costs (PC) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

Activity Delivery Costs (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

3. Term:

All work tasks under this Work Authorization shall be completed no later than September 11, 2015 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services for Proposed Work Authorization Number 3:

2.0 CDBG-DR Risk and Compliance Infrastructure and Monitoring		**Deliverables**
2.18 IT Oversight		
	2.18.1 Assist the City to identify opportunities to enhance system functionality to tailor the CDBG-DR fund disbursement, tracking, and reporting requirements	Assistance, as needed
3.0 Program and Portfolio Management		

3.1 Project Cost Validation		
	3.1.1. Review of independent estimates at each project phase (action plan, procurement, design completion, start of construction)	Independent assessments and updates of project cost estimates from City, external vendors
3.3 Project Risk Analysis		
	3.3.1 To support project planning tasks at each project 'stage gate', identification of technical, commercial, financial and regulatory risks for probability and likelihood of impact on project performance	Compilation of project-specific risk register, identification of mitigation strategies
3.4 Schedule & Cost Management Software		
	3.4.1 Inputting and managing all project cost and schedule data using industry standard software (MS Project, Primavera, GIS, proprietary cost management tools are proposed)	Action Plan schedule and high level project schedule to include critical tasks and milestones
3.6 Integrated Master Scheduling		
	3.6.1 Development of project schedules covering all key activities from action plan development, capital planning, definition, procurement, design, construction, through to close-out	Development and maintenance of an integrated master schedule that identifies key project and grant activities and milestones
	3.6.2. Development of CDBG-funded program wide infrastructure program schedule	
3.7 Communication Assistance (project definition, outreach)		
	3.7.1 Support City with conducting outreach sessions and sharing of project information to help inform project scope, based upon PEP project definition and communication plans	Assistance with outreach activities required for projects that are, or will be, undergoing a planning process for consensus regarding scope
	3.7.2 Integrating public comment into project definition and planning documents	
4.0 Action Plan Preparation/Amendment		
4.1 Action Plan	4.1.1 Develop 4 Action Plan documents and inputs in line with infrastructure program requirements (cost, schedule, project logistics, etc.)	4 Action Plans
4.2 City Council Approval	4.2.1 Develop documentation in preparation for City Council Approval	Assistance, as needed
4.3 Public Comment	4.3.1 Support City in seeking Public Comment on infrastructure project concepts/schemes; assist in responding to	Assistance, as needed

	queries; consider public input into project planning documents	
4.4 HUD Review of Action Plan	4.4.1 Monitor review by HUD in schedule, assist in follow up	Assistance, as needed
4.5 HUD Approval of Action Plan	4.5.1 Monitor approval by HUD in schedule, assist in follow up	Assistance, as needed
4.6 Grant Agreement	4.6.1 Develop Grant Agreement with City, assist City in gaining necessary approvals	Grant Agreement
4.7 HUD Approval of Grant Agreement	4.7.1 Monitor approval by HUD in schedule, assist in follow up	Assistance, as needed
4.8 Ongoing HUD Reporting, Audit Prep and Support	4.8.1 In response to HUD requests regarding project-specific expenditure or in preparation for HUD visitation, compiling required information and/or providing project cost and schedule information in a standardized format for all infrastructure projects	Assistance, as needed
4.9 Ongoing Compliance Consultation	4.9.1 Ad hoc advise based on regulations and HUD policy guidance	Assistance, as needed
4.12 Required Reporting DRGR (all allowable)	4.12 Assist the City in developing DRGR system reporting requirements, policies, and procedures. Structure project information in a format to upload to DRGR. Perform quarterly DRGR system reporting	Assistance with DRGR reporting
4.13 Training / Outreach Support for Grant Recipients	4.13 Provide Trainings and Outreach support to grant recipients, partners, and City Staff aligned with the projects identified in the Joplin CDBG-DR Round II Action Plan	Outreach assistance, as needed
6.0 Environmental Review (NEPA)		
6.1 Define project scope	6.1.1 Aggregate geographically or functionally related activities	Environmental Review Report
6.2 Determine Level of Review	6.2.4 Determine if Environmental Assessment ("EA") is required	
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project specific EA	
6.4 Minimize adverse impacts	6.4.1 Discuss options with City for minimizing impacts, incorporate into project definition documents once approved. Consider impacts to existing design.	
6.5 Complete compliance documentation	6.5.1 Complete documentation as required for CFR 58.5 compliance	
6.6 Prepare Notifications and Correspondences	6.6.1 Prepare public and agency correspondences (e.g. Finding of No Significant Impact "FONSI") as requested by the City	
	6.6.2 Prepare official notices (e.g. Notice of Intent to Request Release of Funds "NOI/RROF") as requested by the City.	
6.7 Compile project records and perform QA/QC	6.7.1 Compile correspondences, compliance documentation, supporting attachments, and	

	other files relevant to the environmental review for City records.	

In addition, we also further explored the guidance regarding costs that are attributable to projects (referred to by HUD as 'Activity Dependent Costs'). Attached is a snapshot of costs estimated for Work Authorization Number 3 which we anticipate can be classified as ADC/project-specific costs or program administration costs.

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs as ADC/project-specific. The majority of the tasks we propose under this 'Work Authorization 3' we anticipate will be ADC/Project-specific. We anticipate that time incurred in preparing non-project specific deliverables would be allocated as an administrative cost (for example, any project information that was to be included in a report to HUD, City Council updates, etc.) In addition, it might be that procurement activities – which are currently noted as administrative costs in our table above – could also be eligible as ADC/project-specific costs. Referencing CPD 13-07, costs initially identified as Program Administration - but shown as part of the project implementation and identified with a final cost objective - may be able to be reclassified as ADC/project-specific costs. The City should consider proceeding with keeping these costs under Program Administration until these projects move towards construction, at which time they may be able to be converted to ADC/project-specific costs as well.

5. BUDGET

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: June 22, 2015 END: December 31, 2016

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY	VALUE	TOTAL PROJECT
25	Activity Delivery Costs (ADC)/Project-specific Costs		**$0.00**
	Planning Costs		**$830,000.00**
	Program Administration Costs		**$50,000.00**
	Total Travel Costs		**$88,000.00**
26	**GRAND TOTAL**		**$968,000.00**

6. Payment /Fee Schedule:

In the event Consultant is asked to undertake certain activities which constitute ADC tasks, we will identify these activities for the City and request permission to bill these costs separately, outside of the program administration costs budget. The Consultant hourly rate schedule *(see below)* will apply for all tasks under this Work Authorization. These rates are effective until December 31, 2015.

Our per-hour billing rates are provided below.

Role	Hourly Rate
Partner, Principal, Director	$242
Program/Senior Manager	$215
Manager	$189
Senior Staff	$161
Junior Staff	$136
4J Functional Lead	$125

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, D&T may suspend or termination the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for D&T's personnel or on D&T's income or property.

Each Invoice must detail, at minimum, all of the following:

- The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
- The amount separated by Activity Delivery Costs and Program Administration Costs. [Note: Consultant will request additional reimbursement for those activities the City agrees that are Activity Delivery Costs beyond the Program Administration Costs paid through this contract.]
- The amount reimbursed by Grant Budget line-item to date.
- The total amount reimbursed under the Grant Contract to date.
- The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:

- Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
- Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

APPENDIX A: ACTION PLAN V. WORK AUTHORIZATION PLANNING COSTS

Obligation	Obligated Value
Round 2 PAP 1	$1,530,000
Round 2 PAP 2	$498,000
Total Planning Obligation	**$2,028,000**
Work Authorization #1	$0.00
Work Authorization #1 CO #1	$0.00
Work Authorization #2	$740,046
Work Authorization #2 CO #1	($310,000)
Total Planning in WAs	**$430,046**
Remaining Planning Dollars	**$1,957,954**
Work Authorization #3 Request	$968,000.00

AGREED AND ACCEPTED:

DATE: 7-23-15

Deloitte & Touche LLP

BY: Kathryn Schwerdtfeger

NAME: Kathryn Schwerdtfeger
TITLE: Partner

City of Joplin

BY: _____

NAME: Troy Bolander
TITLE: Director of Planning, Development and Neighborhood Services