Deloitte.

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City of Joplin, Missouri
April 22, 2013

Mr. Troy Bolander, Manager
Planning and Community Development
City of Joplin
602 S. Main St.
Joplin, MO 64801

Re: Provide General Grant Administration and Program Management Services to City of Joplin

Dear Mr. Bolander:

Thank you for the selecting Deloitte Financial Advisory Services LLP ("Deloitte FAS") to support the City of Joplin, Missouri's ("City") recovery from the 2011 tornado disaster.

This letter sets forth the agreement between the City of Joplin, Missouri and Deloitte Financial Advisory Services LLP (Deloitte FAS), effective as of May 13, 2013. Our proposed scope of work, tasks, hourly rates, billing arrangements, schedule and assumptions are provided in Appendix (A) to this letter and are subject to the general business terms provided in Appendix (B) to this letter. Each of Appendix A and Appendix B are incorporated into this letter and made a part hereof. Deloitte FAS will provide observations, advice and recommendations. The City will be solely responsible for making all decisions on recommendations and advice provided as part of this engagement. Our services shall not constitute an engagement to provide audit, compilation, review or attestation services as described in the pronouncements of the AICPA or any successor body. Therefore, we will not express an opinion or other form of assurance with respect to the City's system of internal controls over financial reporting or its compliance with laws, regulations or other matters. Any communications to you concerning the City's controls will require management's independent assessment, as management is responsible for, among other things, establishing and maintaining effective internal control over financial reporting and for identifying the laws and regulations applicable to the City's activities and ensuring compliance therewith.

We call your attention to the possibility that other professionals may perform procedures concerning the same information or data, and perhaps the same accounts and records, and reach different findings than Deloitte FAS for a variety of reasons, including the possibilities that additional or different information or data might be provided to them that was not provided to Deloitte FAS, that they might perform different procedures than did Deloitte FAS, or that professional judgments concerning complex, unusual, or poorly documented transactions may differ.

We performed an internal search for any potential City of Joplin, Missouri conflicts (the "Conflicts Search") based upon the names of the parties that you have provided (Involved Parties). Nothing has come to our attention that, in our judgment, would impair our ability to objectively serve you in this Engagement. Except for the Conflicts Search, we have not undertaken any process to identify any other relationships. The City of Joplin, Missouri agrees that it will inform us promptly of additional parties to this matter or of name changes for those parties whose names were provided by the City.

City of Joplin, Missouri

April 22, 2013

As you know, Deloitte FAS and its affiliates have many clients and we are engaged by new clients every day. Therefore, we cannot assure that, following the completion of our Conflicts Search, an engagement relating to one or more of the Involved Parties will not be accepted. Should any potential conflict come to the attention of our Engagement Partner, we will endeavor to resolve such potential conflict and will determine what action needs to be taken.

I will participate as Engagement Partner, maintaining overall responsibility for the engagement on behalf of Deloitte FAS, in this role I will be assisted on a day-to-day basis by my Partner, Greg Arend, and also as needed by another one of my Partners, Mark Pighini. Chuck Banks will be responsible for the day-to-day management of the Engagement. Technical support will be performed by , Brad Anthony, Kevin Sheriff, Gaurav Menon, Brian McDonald, Janet Hale, Kathryn Schwerdtfeger, David Sarabacha, Jan Lane, Scott Huntsman, Thomas Cooley, Jeffery Johnson, John Joines, Clayton Cristy, Steven Lett, Steve Lewis and others as required.

We bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Our per-hour billing rates are provided below. The estimated budget for this engagement is $1,514,856.00. Deloitte FAS agrees to not exceed this estimated budget amount without the prior approval of the City.

Role	Hourly Rate
Partner, Principal, Director	$242
Senior Manager	$215
Senior Staff	$161
Junior Staff	$136
ESC Functional Lead	$125
TSE Functional Lead	$125

The scope of our services, as well as the complexity and duration of this Engagement, can vary greatly due to circumstances which may not be anticipated. Our fees and expenses are not contingent upon the final resolution of the matters that are the subject of this Engagement. If it is agreed that we will act as an expert witness, it is our normal practice that we be paid in full for all work performed to date prior to our issuance of any report and/or providing testimony. Under no circumstances shall Deloitte FAS be required to provide services in excess of the mutually agreed-to budget estimate.

In addition, we will be compensated for any time and expenses (including, without limitation, reasonable legal fees and expenses) that we may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings (including, without limitation, those unrelated to the matters that are the subject of this Engagement) as a result of Deloitte FAS' performance of these services.

* * * * *

If you agree to the terms of this letter together, with the attached Appendices, please sign the enclosed copy of this letter in the space provided and return it to me. If you have any questions, please call me at (202) 378-5002. We appreciate the opportunity to work for you and look forward to your prompt response.

City of Joplin, Missouri
April 22, 2013

Very truly yours,

DELOITTE FINANCIAL ADVISORY SERVICES LLP

By:

James "Chip" Cottrell,
Partner,
National Resiliency and Recovery Leader
Deloitte Financial Advisory Services LLP

Encl.

Accepted by: City of Joplin, Missouri

By: _____

Title: City Manager

Date: 4-23-13

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Appendix (A)
STATEMENT OF WORK
City of Joplin, Missouri

I. PROJECT DESCRIPTION

The objective of the **City of Joplin Project** ("**Project**") is for Deloitte FAS to assist the City with General Grant Administration and Program Management Services for a recently issued Community Development Block Grant – Disaster Recovery (CDBG-DR). Deloitte FAS will assist the City to manage a multi-faceted disaster recovery program that incorporates CDBG-DR funds, along with other public and private sector funds.

Deloitte FAS will provide the following services more fully described in Section II:

1. The ability to collaborate with the City's Master Developer and/or other partners on any project involving CDBG-DR funds.
2. Portfolio Management processes and tools for organizing and managing CDBG programs and funds.
3. Establishment and training of City Staff on best practices related to Program Management.
4. Establishment of program charters, timelines, goals, metrics and deliverables.
5. Document control and management.
6. Action Plan and program development and support including Action Plan amendments.
7. All tasks related to completion of required NEPA reviews.
8. Policy and procedures development and Review.
9. Program and financial compliance requirements and local financial procedural support.
10. Support of communications strategy.
11. Development of monitoring plans and execution of said plans.
12. Manage program operations for all CDBG-DR Programs.
13. IT Oversight as required.
14. All allowable reporting required in the DRGR System or its equivalent.
15. Training/Outreach support for grant recipients, partners, and City Staff.
16. Other support and consulting functions as required by the City.

II. SCOPE OF WORK ("Services")

Deloitte FAS will provide the following services:

Phase I - Kick-off and Coordination - Day 1 to Day 30:

A) Kick-off meeting and open Program Office:
- Deloitte will recommend a meeting agenda and work with City staff to schedule a Kick-off meeting.
- Deloitte will provide draft meeting minutes summarizing the Kick-off meeting, which will include: a list of participants, key discussion items, and follow-up action items.

B) Participate in meetings with City staff/officials and City Council (and other appropriate parties) to seek additional information and gain CDBG-DR insight:
- Following meetings with City, Deloitte will provide its written understanding of the City's priorities towards use of CDBG-DR funds for review by City staff.
- Meet/collaborate with City staff to develop a plan with goals and deadlines for the administration of the City's CDBG-DR grants, review the draft plan with the City and incorporate the City's feedback into the final plan.

C) Meet/collaborate with City staff, outline CDBG-DR Scope of Work, establish goals and timelines:
   - Deloitte will develop a draft of established goals and deadlines for the proper administration of the City's CDBG-DR grant, for review by City staff.
   - Deloitte will incorporate City staff's feedback and submit a final version of established goals and deadlines.

D) Meet/collaborate with Master Developer:
   - Deloitte will participate in an initial meeting with the City and its Master Developer to help develop a collaborative working relationship and gain insight into the strategies for use of CDBG-DR funding.

E) Meet with City's CDBG-DR partners and appropriate stakeholders:
   - Working under the guidance of the City, Deloitte FAS will help identify potential CDGB-DR partners and relevant stakeholders and participate in meetings as necessary to understand their roles and interests in the recovery effort.

F) Confirm alignment with HUD, other Federal agencies; document submitted action plans:
   - Deloitte will analyze information received from the City, partners, and stakeholders and provide observations and recommendations regarding compliance with applicable rules and regulations and activities specified in submitted action plans.
   - Deloitte will prepare a plan to help guide the City in its effort to maintain and regularly review its compliance with applicable rules and regulations and other activities specified in submitted action plans.

G) Confirm CDBG-DR Objectives, Goals, Scope of Work and Timelines:
   - Deloitte will prepare and submit, for the City's review and approval, a finalized scope of work and project work plan with corresponding objectives to measure project progress.

H) Confirm CDBG-DR Design including: eligibility, award criteria, award calculation:
   - Deloitte will provide technical advice, observations and recommendations to assist City staff in their efforts to confirm that projects subject to CDBG-DR funds are in fact eligible based on HUD and Federal criteria.

I) Draft Organizational Plan addressing program structures and responsibilities:
   - Deloitte will prepare an outline that includes roles and responsibilities of Deloitte, the City, Partners, and Stakeholders.

J) Review and address CDBG-DR accountability and compliance; test overall integrity against fraud/quality control:
   - Deloitte will assess documentation and progress to date, and assist the City is its efforts to comply with applicable regulations.

K) Support development/implementation of Communication Plan:
   - Deloitte will assist the City with the development of its Communication Plan throughout the lifecycle of the CDBG-DR project.
   - Deloitte will work with City staff to implement recommended communication strategies outlined in the Communication Plan.

L) Assist with community outreach and help identify CDBG-DR Partners and assess training needs:
   - Deloitte will work with City staff to identify potential CDBG-DR partners and determine appropriate training programs to assist with program execution.

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Phase II - Program & System Design - Day 31 to Day 60:

A) Finalize CDBG-DR implementation design:
- Deloitte will submit a draft implementation design document for the City to review and provide feedback. Deloitte will incorporate this feedback into the finalized design for implementation of CDBG-DR funds.

B) Initiate administrative and system reviews:
- Deloitte will support the City with an assessment of overall administration and system controls. Deloitte will provide recommendations that support greater oversight of CDBG-DR funds.

C) Continue development of program design components:
- Deloitte will provide City staff with recommendations for refining the structure of the program office and management processes.

D) Continue development of training programs:
- Deloitte will continue to assess necessary training programs and develop/tailor these to meet the City's needs.

E) Assess CDBG-DR partners administrative systems:
- Deloitte will assist with an assessment of their partners' administration control and systems control. Deloitte will provide recommendations of best practices to support oversight of CDBG-DR funding and usage.

F) Assess CDBG-DR compliance processes against OMB and HUD requirements:
- Deloitte will periodically assist the City to assess its overall progress against OMB and HUD program administration requirements. Deloitte will provide observations and recommendations regarding opportunities to improve processes and administrative controls.

G) Begin training of City staff and identified CDBG-DR partners:
- Deloitte will finalize the training programs, develop training schedule, and begin holding sessions for the City staff.
- Deloitte will assist the City to finalize the training programs, develop training schedule, and begin holding sessions for the CDBG-DR partners.

Phase III - Program Implementation - Day 61 – Day 90:

A) Implement all programs as designed in Action Plan:
- Deloitte will assist the City to manage the implementation of all activities resulting from the Program and System Design phase.

B) Implement document management systems:
- Deloitte will support implementation of a document repository to organize and store relevant CDBG-DR documentation, including progress reports, status meetings, contracts, and required forms.

C) Begin verification process of CDBG-DR partners compliance processes:
- Deloitte will support the City with assessing whether partners are in compliance with applicable HUD and Federal laws and regulations.

D) Continue training programs for City staff and identified CDBG-DR partners:
- Deloitte will offer relevant training programs on an on-going basis for the City and its partners.

E) Continue to test design integrity related to internal controls:
- Deloitte will periodically assess progress of the overall program to assist the City in its efforts to maintain appropriate internal controls and compliance with applicable HUD and Federal laws and regulations.

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F) Programs will be implemented according to the schedules in the Action Plan:
   - Deloitte will assist the City to accomplish the milestones and deadlines proposed in the City's Action Plan.

Phase IV – Oversight & Support - Day 90 +:

A) Provide critical technical support and oversight of program operations:
   - Deloitte will support the City with design of an oversight plan that assists the City in achieving on-going program integrity.

B) Assessment of processes and system design integrity for quality control:
   - Deloitte will conduct an assessment of the program to assist the City in its evaluation of inputs and outputs in meeting standard quality criteria.

C) Continue on-site training of City Staff and CDBG-DR Partners:
   - Deloitte will provide training programs and materials to support uniform understanding of CDBG-DR program requirements.

D) Execution of training manuals on policies, procedures, systems, compliance, and project management:
   - Deloitte will support the City with development and communication of standard training materials.

E) Development of long-term compliance monitoring and operational work plan(s):
   - Deloitte will work with the City to develop CDBG-DR policies and procedures to provide for the on-going monitoring and oversight of City-approved projects.

Phase V – Compliance Monitoring - Day 90 +:

A) Finalize CDBG-DR implementation design:
   - Deloitte will work with the City to implement the CDBG-DR program in accordance with the City's needs and refine the implementation design as needed.

B) Continued outreach and training for grant recipients to assist in interpretation of regulations:
   - Deloitte will continue to provide training programs and materials for partners and relevant stakeholders involved with the CDBG-DR program. Deloitte will refine training programs and materials as needed.

C) Periodic assessments of documentation quality and retention standards:
   - Deloitte will periodically assess documentation quality and retention standards and provide the City recommendations for improving quality control of these standards.

Phase VI – Change Management - Day 90 +:

A) Identification of regulatory changes, and enhancement of processes:
   - Deloitte will continually assess program regulations to help the City identify any changes to regulations, and enhance processes for in complying with application laws and regulations.

B) Assessment of program inefficiencies:
   - Deloitte will regularly assess overall program processes to determine best practices.

C) Identification of enhancement opportunities for policies, systems or responsibilities:
   - Deloitte will communicate on-going best practices for program management.

D) Ongoing training and outreach for grant recipients:
   - Deloitte will provide training programs and materials to recipients of CDBG-DR funding.

E) Ongoing support for rebuilding the City of Joplin:
   - Deloitte will provide ongoing support regarding oversight, processes, procedures, and compliance for the City of Joplin.

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III. Invoicing

1. Deloitte FAS shall not invoice the City more than one time per month unless requested by the City and all requests will include necessary supporting documentation. 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 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.

2. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
   - Deloitte FAS 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 this Grant Contract.

IV. Assumptions

- Deloitte FAS will not perform any inherently government functions. The City shall be responsible for making all management decisions regarding the implementation of Deloitte FAS's recommendations.
- Deloitte FAS will not manage, provide direction or supervise the work of City employees, other entities contracted to the City (that are not subcontracted to Deloitte FAS) and their employees.

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V. Budget

GRANT BUDGET				
Deloitte FAS				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: END:				
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	1,392,896.00	0.00	1,392,896.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	44,760.00	0.00	44,760.00
	Supplies			$500
	Postage & Shipping			$1,000
	Office Space, Utilities, Parking			$36,000
	Printing & Publications			$7,260
11. 12	Travel, Conferences & Meetings	77,200.00	0.00	77,200.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**1,514,856.00**	**0.00**	**1,514,856.00**

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APPENDIX B: GENERAL BUSINESS TERMS

1. Services.

a) The services provided by Deloitte Financial Advisory Services LLP ("Deloitte FAS") (the "Services") under the engagement letter to which these terms are attached (the "Engagement Letter") will be performed under the Standards for Consulting Services of the American Institute of Certified Public Accountants. The Services may include advice and recommendations, but Deloitte FAS will not make any decisions on behalf of City in connection with the implementation of such advice and recommendations.

b) The Services may include, for purposes of gathering information, access to the work of other public accountants or to financial statements or financial information reported on by other public accountants; however, access is not for the purpose of affirming or evaluating the auditing procedures or related professional standards used by such other public accountants.

c) City acknowledges that draft or tentative reports, findings, conclusions or advice that are provided to City, whether written or oral, may be subject to further revision by Deloitte FAS.

2. Payment of Invoices. City will compensate Deloitte FAS under the terms of the Engagement Letter for the Services performed and expenses incurred, through the term or effective date of termination of this engagement. Deloitte FAS' invoices are due upon receipt. If payment is not received within thirty (30) days of the receipt of an invoice (i) such invoice shall accrue a late charge equal to the lesser of (a) 1½% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Deloitte FAS may also suspend or terminate the Services. City shall be responsible for any taxes imposed on the Services or on this engagement, other than taxes imposed by employment withholding for Deloitte FAS' personnel or on Deloitte FAS' income or property. Deloitte FAS shall not invoice the City more than one time per month unless requested by the City and all requests will include necessary supporting documentation.

3. Term.

a) Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services.

b) Termination for Convenience. The City may terminate this engagement without cause for any reason. Said termination shall not be deemed a breach of contract by the City. The City shall give Deloitte FAS at least thirty (30) days written notice before the effective termination date. Deloitte FAS shall be entitled to compensation for authorized expenditures and services completed in accordance with the terms of this engagement as of the termination date, but in no event shall the City be liable to Deloitte FAS for compensation for any service which has not been rendered. Should the City exercise this provision, Deloitte FAS shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount as a result of such termination.

c) Termination for Cause. If either party materially fails to properly perform its obligations under this Agreement (as defined below) in a timely or proper manner, or if either party materially violates any terms of this Agreement and in each case does not cure such failure within 30 days of its receipt of written notice of such failure, the other party shall have the right to immediately terminate this Agreement. Notwithstanding the above, but subject to the limitations set forth herein, neither party shall be relieved of liability to the other for damages sustained by virtue of any such breach.

4. Deliverables and Working Papers.

a) Deloitte FAS has rights in, and may, in connection with the performance of the Services, use create, modify, or acquire rights in, works of authorship, materials, information, and other intellectual property (collectively, the "Deloitte FAS Technology").

b) Upon full payment to Deloitte FAS hereunder, and subject to the terms and conditions contained herein, (i) the tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") shall become the property of City, and (ii) Deloitte FAS hereby grants City a royalty-free, fully paid-up, worldwide, non-exclusive license to use the Deloitte FAS Technology contained in the Deliverables in connection with the use of such Deliverables. Except for the foregoing license grant, Deloitte FAS or its licensors retain all rights in and to all Deloitte FAS Technology.

c) To the extent that any Deloitte FAS Technology provided to City hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Deloitte FAS Technology is licensed to City by Deloitte FAS as agent for Deloitte FAS Products Company LLC on the terms and conditions contained herein. The rights granted in this Section 4 do not apply to any Deloitte FAS Technology that is subject to a separate license agreement between City and any third party (including, Deloitte FAS' affiliates).

d) Working Papers. The working papers created by Deloitte FAS during this engagement are the property of Deloitte FAS. City understands that Deloitte FAS does not retain working papers indefinitely.

5. Limitation on Damages, Indemnification and Limitation on Actions.

a) Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel shall not be liable to City for any claims, liabilities, or expenses relating to this engagement ("Claims') for an aggregate amount in excess of the fees paid by City to Deloitte FAS pursuant to this engagement, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte FAS or its subcontractors. In no event shall Deloitte FAS, its subsidiaries or subcontractors, or their respective personnel be liable to City for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement.

b) City shall indemnify and hold harmless Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel from all Claims, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte FAS or its subcontractors.

c) In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of Deloitte FAS and its subcontractors bears to all other conduct giving rise to such Claim.

d) No action, regardless of form, relating to this engagement, may be brought by any party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the due date of the last payment owing to the party bringing such action.

6. City Responsibilities. City shall cooperate with Deloitte FAS in the performance of the Services, including, providing Deloitte FAS with reasonable facilities and timely access to data, information and personnel of City. If Deloitte FAS is provided with access to or use of City's facilities outside of the United States for the purpose of performing the Services such facilities may not be dedicated solely for Deloitte FAS' use, and Deloitte FAS will not be deemed a tenant of City with respect to such facilities. City shall be responsible for the performance of its personnel and agents, and ensuring the accuracy and completeness of all data and information provided to Deloitte FAS for purposes of the performance of the Services. Deloitte FAS' performance is dependent upon the timely and effective satisfaction of City's responsibilities hereunder and timely decisions and approvals of City in connection with the Services. Deloitte FAS shall be entitled to rely on all decisions and approvals of City.

7. Force Majeure. Neither City nor Deloitte FAS shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

8. Independent Contractor. It is understood and agreed that, with respect to the relationship between Deloitte FAS, on the one hand, and City, on the other hand, (i) each party hereto is an independent contractor and neither party is nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venture, or representative.

9. Confidentiality. To the extent that, in connection with this engagement, either Deloitte FAS or City (each the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information: (a) as expressly permitted in the Engagement Letter; (b) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this Section 9; (c) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (d) to the extent such information (1) is or becomes publicly available other than as the result of a disclosure in breach hereof, (2) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (3) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (4) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Section 9 shall alter City's obligations under the Engagement Letter. Deloitte FAS, however, may use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

10. Professional and Regulatory Actions. Without limiting any other right to terminate this engagement that Deloitte FAS may have under the Engagement Letter, these terms or law Deloitte FAS may terminate this engagement upon written notice to City if Deloitte FAS determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules.

11. Survival and Interpretation. All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. No affiliated or related entity of Deloitte FAS, or such entities' personnel, shall have any liability hereunder to City and City will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this engagement. Without limiting the foregoing, such affiliated and related entities are intended third-party beneficiaries of these terms, and may in their own right enforce such terms. **Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise, notwithstanding the failure of the essential purpose of any remedy.** Any references herein to the term "including" shall be deemed to be followed by "without limitation".

12. Assignment and Subcontracting. Except as provided below, none of the parties may assign any of its rights or obligations hereunder (including interests or Claims) without the prior written consent of the other party. City hereby consents to Deloitte FAS assigning or subcontracting any portion of the Services to any affiliate or related entity whether located within or outside of the United States. In addition, City hereby consents to the use by Deloitte FAS of Economic Security Corp., Tri-State Engineering and Jeff Johnson as subcontractors in connection with this engagement. Services performed hereunder by Deloitte FAS' subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte FAS personnel, unless otherwise agreed. Each subcontract with a non-affiliated entity shall contain, at a minimum, sections of these terms pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, Deloitte FAS shall be the prime contractor and shall be responsible for all work performed by its subcontractors to the same extent that Deloitte FAS is responsible for work performed directly by Deloitte FAS.

13. Waiver of Jury Trial. DELOITTE FAS AND CITY HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

14. Entire Agreement, Amendment and Notices. These terms and the Engagement Letter, including attachments, constitute the entire agreement between Deloitte FAS and City with respect to this engagement, supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by a written agreement signed by the parties.

In the event of any conflict or ambiguity between these terms and the Engagement Letter, these terms shall control. All notices hereunder shall be (a) in writing, (b) delivered to the representatives of the parties at the addresses set forth in the Engagement Letter, unless changed by any party by notice to the other parties, and (c) effective upon receipt.

15. Governing Law, Jurisdiction and Venue, and Severability. These terms, the Engagement Letter, including, attachments (collectively, this "Agreement"), and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of Missouri (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in the State of Missouri. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of the Agreement is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

16. STANDARD TERMS AND CONDITIONS. The following additional terms are incorporated into this Appendix B:

1. Required Approvals. The parties are not bound by this Agreement until it is signed by both parties and the City has notified Deloitte FAS that this Agreement has been approved by appropriate officials of the City in accordance with applicable Missouri laws and regulations.

2. Conflicts of Interest. Deloitte FAS warrants that no part of the compensation paid to it hereunder shall be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Deloitte FAS in connection with any work contemplated or performed relative to this Agreement.

   Deloitte FAS acknowledges, understands, and agrees that this Agreement shall be null and void if Deloitte FAS is, or within the past six months has been, an employee of the City or if Deloitte FAS is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City.

3. Lobbying. Deloitte FAS confirms, to the best of its knowledge and belief, that:

   a. No federally appropriated funds have been paid or will be paid in connection with this engagement, by or on behalf of Deloitte FAS, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this engagement, Deloitte FAS shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

   c. Deloitte FAS shall require that the language of this confirmation be included in the award documents for all sub-awards to unaffiliated entities at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall confirm and disclose accordingly.

   This confirmation is a material representation of fact upon which reliance was placed when this Agreement was made or entered into and is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, *U.S. Code*.

4. Nondiscrimination. Deloitte FAS hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Deloitte FAS on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Missouri State constitutional, or statutory law. Deloitte FAS shall, upon request, show reasonable proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

5. Public Notice. All public notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by Deloitte FAS in connection with this Agreement shall include the statement, "This project is funded under an agreement with the City of Joplin." Any such notices by Deloitte FAS shall be approved by the City.

6. Licensure. Deloitte FAS and its employees and all sub-grantees shall be licensed pursuant to all federal, state, and local laws, ordinances, rules, and regulations that are applicable to Deloitte FAS in the performance of services hereunder and shall upon request provide proof of all such licenses.

7. Records. Deloitte FAS (and any approved subcontractor) shall maintain documentation for all charges under this Agreement. The books, records, and documents of Deloitte FAS (and any approved subcontractor), insofar as they relate to billing and payment for work performed or money received under this Agreement, shall be maintained for a period of at least three (3) full years from the date of the final payment and shall be subject to inspection at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. Any books, records and documents available to the City or others under this Section may be redacted by Deloitte FAS to the extent necessary to protect its proprietary and confidential information and to avoid any invasion of personal privacy.

8. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the City require compliance with the prevailing wage laws.

9. Monitoring. Deloitte FAS's activities conducted pursuant to this Agreement shall be subject to monitoring and evaluation by the City, subgrantees, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.

10. Progress Reports. Deloitte FAS shall submit brief, periodic, progress reports to the City as reasonably requested.

11. Annual Report. Deloitte FAS shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Agreement to the Finance Director of the City of Joplin.

12. Procurement. Deloitte FAS shall obtain prior approval from the City before purchasing any equipment under this Agreement for which it seeks reimbursement from the City.

13. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

14. City Liability. The City shall have no liability for compensating Deloitte FAS for the services performed and expenses incurred by Deloitte FAS except as specifically provided in this Agreement.

15. Local, State and Federal Compliance. Deloitte FAS shall comply with all applicable local, state, and federal laws and regulations in the performance of this Agreement.

16. Reserved.

17. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Agreement upon fifteen (15) days written notice to Deloitte FAS. Said termination shall not be deemed a breach of contract by the City. Upon the effective date of the written notice, Deloitte FAS shall cease all work associated with this Agreement. Should such an event occur, Deloitte FAS shall be entitled to compensation for all authorized services properly completed as of the termination date. Upon such termination, Deloitte FAS shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount as a result of such termination.

18. Insurance.

    a. Deloitte FAS shall maintain, at minimum, the following insurance coverage:

        (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

        (2) Commercial General Liability (including personal injury & property damage, premises/operations, contractual liability and completed operations/products) with a limit not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate.

        (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

        (4) Professional Liability or Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) aggregate.

    b. At any time City may require Deloitte FAS to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Agreement.

19. Debarment and Suspension. Deloitte FAS confirms, to the best of its knowledge and belief, that it, its current principals, and its subcontractors under this Agreement and their principals:

    a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

    b. have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Deloitte FAS shall provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified. With respect to unaffiliated subcontractors and their respective principals, Deloitte FAS' knowledge and belief regarding the matters that are the subject of Deloitte FAS' confirmation in this section 16.19 are based solely on written representations provided by such subcontractors to Deloitte FAS.

20. Federal Funding Accountability and Transparency Act ("FFATA" or the "Transparency Act"). This Agreement requires Deloitte FAS to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA.

Accordingly, Deloitte FAS shall comply with the following:

a. Reporting of Total Compensation of the Deloitte FAS's Executives.

(1) To the extent required by FFATA, Deloitte FAS shall report the names and total compensation of each of its five most highly compensated executives for Deloitte FAS's preceding completed fiscal year, if in its preceding fiscal year:

i. it received 80 percent or more of its annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. it received $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during Deloitte FAS's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. If compensation reporting is required by clause (a) above, Deloitte FAS must report executive total compensation described above to the City by the end of the month during which this Agreement is awarded.

c. If compensation reporting is required by clause (a) above and if this Agreement is amended to extend its term, Deloitte FAS must submit an executive total compensation report to the City by the end of the month in which the amendment to this Agreement becomes effective.

d. If compensation reporting is required by clause (a) above, Deloitte FAS will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Agreement. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/ Failure to comply with the above requirements is a material breach of this Agreement for which the City may terminate this Agreement for cause in accordance with Section 3 of the General Business Terms above. The City will not be obligated to pay any outstanding invoice received from Deloitte FAS unless and until the Deloitte FAS is in full compliance with the above requirements of this Section 16.20.

21. To the extent applicable to Deloitte FAS in connection with its performance of services under this Agreement, Deloitte FAS will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)),

section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

COUNCIL BILL NO. 2013-401 **ORDINANCE NO.** 2013-100

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Deloitte Financial Advisory Services LLP (Deloitte FAS) in the amount not to exceed One Million Five Hundred Fourteen Thousand Eight Hundred and Fifty Six Dollars ($1,514,856.00) to provide administrative services related to the 2011 Community Development Block Grant- Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the City enter into an Agreement, attached hereto as Exhibit A, between the City of Joplin and Deloitte Financial Advisory Services (Deloitte FAS) in the amount not to exceed One Million Five Hundred Fourteen Thousand Eight Hundred and Fifty Six Dollars ($1,514,856.00) to provide administrative services related to the 2011 Community Development Block Grant- Disaster Recovery fund.

Section 2. That the City Manager of the city of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This Ordinance is an emergency within the meaning of Section 2.2 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 15th day of April, 2013, by a vote of 9-0.

Melodee Colbert-Kean

Melodee Colbert-Kean, Mayor

ATTEST:

Barbara L Hogelin

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney