CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **Deloitte & Touche LLP** Address: **400 West 15th Street, St. Suite 1700** **Austin, Texas 78701**	
Attention: Troy Bolander		Attention: **Kathryn Schwerdtfeger**	
Department: Public Works		Phone: 512-691-2333	Fax: 512-480-1333
Phone: 417-624-0820, ext 510	Fax: 417-625-4738		

MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES

THIS AGREEMENT, made and entered into this 1st day of August, 2014, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin ("City" or "Client") has been awarded funds in the amount of $113,276,000.00 from the Disaster Relief Appropriations Act, 2013 as published in the May 29, 2013 Federal Register; and

WHEREAS, The Appropriations Act requires that the Department of Housing and Urban Development (HUD) obligate all funds no later than September 30, 2017; and

WHEREAS, all funds are required to be expended within two (2) years of the date of obligation; and

WHEREAS, the City of Joplin, as grantee, shall administer its award directly, in compliance with all applicable laws and regulations, shall be financially accountable for the use of all funds provided and may contract for administrative support to assist the City Staff in managing the program of expending the appropriated funds; and

WHEREAS, the Appropriations Act allows up to five (5%) percent of the grant for general administration, which is inclusive of both City staff administrative costs and consultant administrative costs; and

WHEREAS, the City of Joplin desires to engage Deloitte & Touche LLP ("the Consultant" or "D&T") to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Consultant made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Consultant represents Consultant is licensed by the State of Missouri to perform the services identified in each *Work* Authorization;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Consultant as follows:

1. Services. The City agrees to engage the services of the Consultant and the Consultant agrees, upon receipt of each duly executed Work Authorization, to perform the services described in Exhibit A of the Work Authorization. The services of the Consultant shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be under taken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services set forth and attached hereto as ***Exhibit A*** of any executed Work Authorization. The services provided by the Consultant (the "Services") hereunder may include advice and recommendations, but D&T will not make any decisions on behalf of Client in connection with the implementation of such advice and recommendations. The Client represents and warrants that it has the power and authority to execute this agreement on behalf of, and to bind, itself and its related entities.

2. Term. The services of the Consultant shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Agreement, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*** of any executed Work Authorization.

3. Payment. Client will compensate D&T under the terms in the applicable Work Authorization for the Services performed under the terms of each Work Authorization.

4. Deliverables.

a) D&T 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 "D&T Technology").

b) Upon full payment to D&T under the applicable Work Authorization, and subject to the terms and conditions contained herein, (i) the tangible items specified as deliverables or work product in such Work Authorization (the "Deliverables") shall become the property of Client, and (ii) D&T hereby grants Client a royalty-free, fully paid-up, worldwide, nonexclusive license to use the D&T Technology contained in the Deliverables in connection with the use of such Deliverables. Except for the foregoing license grant, D&T or its licensors retain all rights in and to all D&T Technology.

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

5. Professional Standards. The Services will be performed in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA).

6. Exchange of Data. All information, data, and reports as are in the City, or their subcontractor's, possession and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

7. Personnel/Sub-contractor. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or sub-contractors of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Client hereby consents to D&T subcontracting or assigning any portion of the Services to (i) Four J Company LLC, or (ii) any affiliate or related entity, whether located within or outside the United States. Services performed hereunder by D&T's subcontractors shall be invoiced as professional fees on the same basis as Services performed by D&T's personnel, unless otherwise agreed.

8. Termination of Contract. Either party may terminate this Agreement or any or all Work Authorizations without cause by giving thirty (30) days' prior written notice to the other party. If either party terminates the Agreement without cause, but does not terminate all of the then-existing Work Authorizations, this Agreement shall continue to apply to such non-terminated Work Authorizations. If either party terminates a Work Authorization without cause, this Agreement shall continue to apply to all Work Authorizations that have not been terminated. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by D&T under this contract shall at the option of the Client become its property; provided that any work-in-progress shall be provided on an as-is basis, without warranty or indemnity of any kind.

9. Conflicts. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed

under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

10. Assignment. Neither party shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the other party thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to change or delete activities from a Work Authorization or to terminate the same, in each case as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Agreement, though City will attempt to so notify any such assignee.

11. Confidentiality of Documents.

a) All Services and Deliverables shall be solely for Client's benefit, and are not intended to be relied upon by any person or entity other than Client. Client shall not disclose the Services or Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity except (i) as specifically set forth in the applicable Work Authorization, or (ii) to Client's contractors solely for the purpose of their providing services to Client relating to the subject matter of the engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence, or (iii) as otherwise required by law. The parties recognize and agree that the Client, City of Joplin, is a municipal corporation organized under the laws of the State of Missouri and subject to RSMo Chapter 610 ("sunshine law"). Client, however, may create its own materials based on the content of such Services and Deliverables and use and disclose such Client-created materials for external purposes, provided that, Client does not in any way, expressly or by implication, attribute such materials to D&T or its subcontractors.

b) To the extent that, in connection with an applicable Work Authorization, either party needs to communicate confidential information to the other party that the disclosing party feels necessitates confidentiality obligations to cover the confidential information, the parties agree to work in good faith to negotiate confidentiality obligations as part of the applicable Work Authorization or to execute a separate non-disclosure agreement specific to the exchange of such confidential information under the applicable Work Authorization.

12. Discrimination. The Consultant agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Consultant and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Consultant and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Compliance with Laws. Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments owed by Consultant is current.

14. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Agreement exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

15. Nonresident/Foreign Contractors. The Consultant shall procure and maintain during the life of this Agreement:

a. If the Consultant is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

16. City Benefits. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. Liability and Indemnity.

a) Each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this Agreement, any Work Authorization or the Services ("Claims") for an aggregate amount exceeding Three Million Dollars ($3,000,000.00), except to the extent resulting from the recklessness, bad faith, or intentional misconduct of D&T or its subcontractors, in which case the aforementioned limit of liability shall not apply. Except for claims subject to indemnification hereunder or resulting from Client's use of D&T Technology in violation of Section 4, in no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other 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. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of each party bears to all other conduct giving rise to such Claim.

b) D&T shall indemnify, defend and hold harmless Client and its personnel from all Claims attributable to claims of third parties solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of D&T while engaged in the performance of the Services.

D&T shall indemnify, defend, and hold harmless Client and its personnel from all Claims attributable to the claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery and known to D&T or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by D&T or its subcontractors or use thereof in a manner not contemplated by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by D&T, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by D&T. If Client's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, D&T, at its option and expense, shall have the right to (x) procure for Client the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by D&T, the replacement or modified Deliverable is capable of performing substantially the same function. In the event D&T cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, D&T may require Client to cease use of such Deliverable and refund the professional fees paid to D&T with respect to the Services giving rise to such Deliverable. The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of D&T, relating to a claim that any of D&T's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

c) Client shall indemnify and hold harmless D&T, its subsidiaries and subcontractors, and their respective personnel from all Claims attributable to the claims of third parties solely for bodily injury, death, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligence or intentional misconduct of Client while D&T is engaged in the performance of the Services.

d) As a condition to the foregoing indemnity obligations, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. The indemnifying party shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

18. Jurisdiction. This Agreement, each Work Authorization, including attachments and all matters relating to the Services shall be governed by, and construed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or the U.S. District Court, Western District of Missouri.

19. Entire Agreement. This Agreement, and the Work Authorizations, including attachments, constitute the entire agreement between the parties with respect to this subject matter; supersede all other oral and written representations, understandings, or agreements relating to this subject matter; and may not be amended except by a written agreement signed by the parties. In the event of any conflict or ambiguity between this Agreement and any Work Authorization, 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 applicable Work Authorization, unless changed by either party by notice to the other party; and (c) effective upon receipt.

20. Miscellaneous.

a. Substantial and meaningful involvement of management of the City is critical to the success of each engagement. The City will be responsible for ensuring that the identified City personnel actively participate in both the planning and execution of any Work Authorization. The planning and execution, including timely decision making, of any Work Authorization. D&T agrees to be responsible for providing management oversight of its performance under this Agreement and each Work Authorization.

b. The services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.

c. The City is, and will continue to be, solely responsible for establishing and maintaining effective internal control over financial reporting, including, without limitation, systems designed to assure achievement of its control objectives and its compliance with applicable laws and regulations.

d. Consultant will not be responsible for the accuracy or completeness of any data made available to Consultant through any third-party tool, database, or software application. The City further acknowledges and agrees that Consultant will have no responsibility for evaluating the functionality of such third-party tool, database, or software application, nor for any results obtained by Consultant through the use of such third-party tool, database, or software application.

e. This is a services engagement. Except as specifically provided herein, **D&T DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

21. Client Responsibilities. Each party shall cooperate with the other in the performance of the Services. Client will provide D&T with reasonable facilities and timely access to data, information, and personnel of Client. With respect to the data and information provided by Client to D&T or its subcontractors for the performance of the Services, Client shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. Client shall be solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of all data and information provided to D&T for purposes of the performance of the Services; (c) making all management decisions, performing all management functions, and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; (f) accepting responsibility for the results of the Services; (g) establishing and maintaining internal controls, including monitoring ongoing activities; (h) timely decision making and funding of Work Authorizations.

22. Force Majeure. Neither party 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.

23. Limitation on Actions. Any action or cause of action brought under this agreement or any Work Authorization must be brought within the timeframe permitted by the applicable statute of limitations, but in no event more than seven (7) years from the date the cause of action accrued.

24. Independent Agent. Each party hereto is independent of each other and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

25. Survival and Interpretation. All provisions that are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of such performance. No affiliated or related entity of D&T, or such entity's personnel, shall have any liability hereunder to Client and Client will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this Agreement or any Work Authorization. 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."

26. Waiver of Jury Trial. THE PARTIES 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 AGREEMENT, ANY WORK AUTHORIZATION OR THE SERVICES.

27. Non-exclusivity. D&T may (a) provide any services to any person or entity, and (b) develop for itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the Services, provided that D&T complies with its obligations of confidentiality set forth hereunder.

28. Non-solicitation. During the term of any Work Authorization and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party in the course of such engagement shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

29. Reports and Information. For purposes of Sections 30-33 of this Agreement, the "Contract" shall mean this Agreement, and the "Administrator" shall mean the Consultant. The Administrator, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

30. Records and Audits. The Administrator shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

31. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Administrator.

32. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that D&T will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. D&T will retain sole and absolute discretion in the judgment of the manner and means of carrying out D&T's activities and responsibilities hereunder. D&T agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the skill necessary to perform

the work. This agreement shall not be construed as creating any joint employment relationship between D&T and the City, and the City will not be liable for any obligation incurred by D&T, including but not limited to unpaid minimum wages and/or overtime premiums.

33. Equal Employment Opportunity. During the performance of this Contract, the Administrator agrees as follows:

a) The Administrator will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non- discrimination clause.

b) The Administrator will, in all solicitation or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Administrator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Administrator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the Administrator's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Administrator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Administrator will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Administrator may request the United States Government to enter into such litigation to protect the interests of the United States.

h) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

i) Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to

an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

j) **Affirmative Action for Handicapped Workers**

a. The Administrator will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Administrator agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Administrator agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Administrator's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Administrator will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Administrator will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

k) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

l) Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

m) Authorized Employees. Consultant acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Consultant therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

n) Interest of Administrator and Employees. The Administrator covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrator further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

REVIEWED FOR APPROVAL

7/29/14

Name: Nicholas A. Heatherly

Title of Staff Project Manager: Director of PW

Consultant:

Deloitte & Touche LLP

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

By: Kathryn Schwerdtfeger

Kathryn Schwerdtfeger
Partner

Date: 8/1/2014

APPROVED AS TO FORM

Peter Edwards, Interim City Attorney

CITY OF JOPLIN, MISSOURI

By:

Troy Bolander
CDBG Program Manager

By:

Samuel Anselm, Interim City Manager

Date: 7/24/2014

EXHIBIT 1 - SCOPE OF SERVICES for Administrative Services Agreement

Consultant may be engaged, pursuant to duly executed Work Authorizations to provide any or all of the following services:

Task Name		RFP Tasks
1.0 Engagement Management		
1.1 Program charters, timelines, goals, metrics and deliverables	Develop and update program charters, timelines, goals, metrics and deliverables	4, 5, 12, 14
1.2 Engagement management, reporting, administration	Develop engagement project plan and provide regular reporting on the engagement status	
2.0 CDBG-DR Risk and Compliance Infrastructure and Monitoring		
2.1 All compliance and risk management activities	Perform all compliance and risk management activities as identified in the Oversight and Monitoring Plan and Risk Management Plan	1, 2, 3, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17
2.2 Training associated with CDBG-DR compliance	Provide regular training to City staff and vendors on CDBG-DR compliance related issues	
2.3 Compliance reviews and periodic reporting (monthly)	Develop a compliance review methodology for desk reviews and on-site reviews of CDBG-DR funded projects. Perform regular compliance reviews of CDBG-DR funded projects. Develop monthly compliance reports indicating the compliance status of each project and any known issues/risks.	
2.4 Briefings on federal compliance requirements and updates	Develop written (e.g. PowerPoint, e-mail, etc.) and provide verbal briefings on CDBG-DR compliance requirements	
2.5 Project Compliance Oversight and Monitoring	Develop Oversight and Monitoring Plan for all CDBG-DR funded projects and carry-out monitoring activities consistent with an agreed upon frequency specified in the plan	
2.6 HUD Audit preparation and support	Assist the City with HUD Audit preparation through the compilation of documentation related to CDBG-DR funded projects and help the City to address any questions that may arise in this process	
2.7 Program risk management and analysis	Develop a Risk Management Plan for all CDBG-DR funded projects. Perform regular risk assessment, mitigation, and status tracking to close-out any identified issues and risks	
2.8 Communication of CDBG-DR compliance to HUD	Provide any assessments/reports regarding CDBG-DR to HUD as requested by the City	
2.9 Procurement compliance	Review all applicable procurement regulations, laws (Federal, State, Local) and provide analysis/review as requested of procurement activities (e.g. Request for Proposal review) related to CDBG-DR funded projects. Develop Request for Documentation (RFD) form for vendors receiving any CDBG-DR funds and review documentation as provided for compliance with all	

	applicable laws and regulations.	
2.10 Vendor invoice compliance validation	Review vendor invoices and supporting documentation with an agreed upon frequency specified in the Oversight and Monitoring Plan	
2.11 Attending meetings with Master Developer and other partners regarding CDBG-DR guidance	Attend meetings with the Master Developer and any other City CDBG-DR stakeholders as requested	
2.12 Preparation and meetings with City Council and other parties	Prepare reports/documentation related to CDBG-DR funded projects for City Council or other meetings as requested	
2.13 Briefing meetings to discuss key developments with City Partners	Attend briefing meetings to discuss key developments with City Partners	
2.14 Meeting minutes	Develop meeting minutes for certain meetings attended with City CDBG-DR stakeholders as requested	
2.15 Development, maintenance and monitoring of compliance dashboard	Develop and maintain a dashboard providing information on CDBG-DR compliance	
2.16 CDBG-DR Program Management ("Best Practices" & Training)	Provide Program Management Training for City Staff aligned with the projects identified in the Joplin CDBG-DR Round II Action Plan. Frequency and timing to be discussed and agreed in advance with the City	
2.17 Document Control	Use the document control and management system implemented during administration of the first CDBG-DR grant to provide the same support for the second CDBG-DR grant. Manage all required documentation for all projects funded by both grants in the document control and management system, and provide City staff training and support (e.g. password establishment and reset) to use the document control and management system	
2.18 IT Oversight	Assist the City to identify opportunities to enhance system functionality to tailor to CDBG-DR fund disbursement, tracking, and reporting requirements.	

2.19 Other Support / Consulting Functions (as required by City)	Identify other support and consulting functions required by the City on a case-by-case basis as ad hoc requests and assist with these activities only after written request from the City to facilitate the efficient use of the project budget. The City anticipates these requests to be limited to no more than one per week, and Consultant will notify the City if these are ADC.	
3.0 Program and Portfolio Management		
3.1 Project Cost Validation		1, 2, 3, 4, 5, 6, 9, 11, 12, 14, 16, 17
	3.1.1. Review of independent estimates at each project phase (action plan, procurement, design completion, start of construction)	
3.2 Project Oversight and Monitoring		
	3.2.1. Independent oversight of project health/performance (milestones, earned value, SPI, CPI) through continuous assessment of project data	
	3.2.2. Regular, standardized reporting to City of project performance at project and program level (defined in greater detail in below tasks)	
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	
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)	
	3.4.2 Providing City access to preapproved detailed cost/schedule reporting templates for their management purposes.	
	3.4.3. Key cost/schedule and project health information to be provided to the City utilizing the Joplin Executive Dashboard tool	
3.5 Project Execution Plans (PEPs)	Development and maintenance of project specific information dossiers that compile all relevant technical, commercial, financial, risk, etc information to support City planning and decision tasks	

3.5.1 Project Scope Definition	Development of project concept and objectives for planning and stakeholder input purposes. Will be further refined for work package planning and development tasks (e.g. design, construction, specific research/studies, etc)	
3.5.2 Cost/Capital Planning/Budget Development	Development and detailing of project costs at each project phase for planning and budgeting purposes (e.g. design, construction, specific studies/assessments, etc)	
3.5.3 Schedule/time table development and coordination	Development and detailing of project timetables for planning and coordination purposes. All related data will be incorporated into detailed project schedules and integrated master schedules.	
3.5.4 Resource planning	Development of resource plans highlighting stakeholders/roles/responsibilities needed to support City for execution of each infrastructure project	
3.5.5 Project Risk Assessment	Inclusion of all risks identified in risk analysis phase into PEP document for incorporation into all project-specific planning and coordination activities	
3.5.6 Communication management	Development of plan for required stakeholder vetting, public outreach and vendor awareness/guidance	
3.5.7 Procurement management	Based on scope definition, development of contract work package planning and execution strategy to be incorporated in integrated master schedule and action plan revisions/amendments	
3.5.8 Change management	Standardized recording of all scope/cost/schedule changes and risk/issue triggers to be included in all planning and cost management efforts	
3.5.9 Close-out management	Detailed plan for execution of project close-out (plan, documents, register, approvals timetable)	
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	
	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	
	3.7.2 Integrating public comment into project definition and planning documents	
3.8 Infrastructure Program Capital Planning/Budgeting	3.8.1 Develop and maintain project-specific and infrastructure-program wide capital plans and budgets for plans, approvals, and contract evaluations	
3.9 CDBG-DR project implementation design	3.9.1 Detailed design of project, identifying detailed cost estimate, milestones, and services needed to be procured to implement project effectively, with appropriate oversight	
3.10 CDBG-DR project execution	3.10.1 Execution assistance for each project, roles and level of effort defined by PEP's and project implementation design	
3.11 Project Closeout	3.11.1 Project close-out assistance through compilation of documentation, registers and monitoring of outstanding item resolution	
4.0 Action Plan Preparation/Amendment		
4.1 Action Plan	4.1.1 Develop Action Plan document and inputs in line with infrastructure program requirements (cost, schedule, project logistics, etc)	1, 2, 3, 4, 5, 6, 8, 9, 11, 12, 14, 16, 17
4.2 City Council Approval	4.2.1 Develop documentation in preparation for City Council Approval	
4.3 Public Comment	4.3.1 Support City in seeking Public Comment on infrastructure project concepts/schemes; assist in responding to 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	
4.5 HUD Approval of Action Plan	4.5.1 Monitor approval by HUD in schedule, assist in follow up	
4.6 Grant Agreement	4.6.1 Develop Grant Agreement with City, assist City in gaining necessary approvals	
4.7 HUD Approval of Grant Agreement	4.7.1 Monitor approval by HUD in schedule, assist in follow up	
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	
4.9 Ongoing Compliance Consultation	4.9.1 Ad hoc advise based on regulations and HUD policy guidance	

4.10 Policy Development	4.10 Work with the City to develop policies and procedures for each project or type of project funded by the second CDBG-DR grant. Assess existing policies and procedures, and align with CDBG-DR grant program, and review of any laws, regulations, and/or other guidance related to the second CDBG-DR grant and provide an analysis of the policies impacting the second CDBG-DR to the City	
4.11 Monitoring Plans	4.11 Work with the City to develop a monitoring plan for the second grant funds, and an Integrated Monitoring Plan for both grants based on the Integrated Master Schedule	
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	
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	
5.0 Design Contractor Procurement		
5.1 Develop RFQ		1, 2, 3, 5, 6, 9, 10, 11, 12, 13, 14, 17
	5.1.1 Develop RFQ based on scope definition documents to identify potential qualified design firms	
	5.1.2 Identify requirements for cost and schedule earned value reporting (milestones, man-hours) and formats for deliverables to be included	
5.2 Public Announcement	5.2.1 Support City in issuing public announcement information regarding upcoming tenders	
5.3 Vendor Procurement		
	5.3.1 In line with City, State and HUD procurement guidelines, confirm compliance with bid process	
	5.3.2 Document bid evaluation assurance plan (technical and commercial opening, independent scoring confirmation)	
5.4 Technical Evaluation	5.4.1 Document technical evaluation process and criterion, input industry standard practice where appropriate	
	5.4.2 Document completion of bid evaluation process	

5.5 Contract Development / SOW	5.5.1 If external counsel is required to vet contractual language or terms and conditions, recommend counsel be engaged and manage counsel's procurement and input into documents	
5.6 Council Review	5.6.1 Monitor council review, assist in presentation for approval	
5.7 Contract Award	5.7.1 Support City in issuing notice of award, and coordination of vetting for approvals by both parties	
6.0 Environmental Review		
6.1 Define Project Scope	6.1.1 Aggregate geographically or functionally related activities	1, 2, 6, 7, 9, 11, 14, 17
6.2 Determine Level of Review	6.2.1 Determine 'Exempt Activities' is required	
	6.2.2 Determine 'Categorically Excluded' "Subject to" ("CEST") is required	
	6.2.3 Determine 'Categorically Excluded' "Not Subject to" ("CENST") is required	
	6.2.4 Determine if Environmental Assessment ("EA") is required	
	6.2.5 Determine if Environmental Impact Statement ("EIS") is required	
6.3 Identify and evaluate alternatives	6.3.1 Procure, manage and monitor performance of project-specific EA by external vendor	
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 58.6 Compliance (all projects)	
	6.5.2 Complete documentation, as required, for CFR 58.5 Compliance (CEST, EA, and EIS)	
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	
	6.7.2 Perform periodic QA/QC throughout the Environmental Review process to ensure adequacy and sufficiency of data.	
7.0 Design		

7.1 Programming	7.1.1 Develop design program for selected project or program, agree deliverables, milestones and man-hours, conduct kick-off (including assistance with programmatic design in relation to Mental Health, Job Training, and Green Building).	Outsourced
	7.1.2 Review design contractor payment applications for progress	
7.2 Schematic Design	7.2.1 Monitor and confirm schematic design complete	
7.3 30% Design Complete	7.3.1 Monitor and confirm 30% design completion	
7.4 Design Development	7.4.1 Monitor and confirm DD milestone achieved	
7.5 Internal Design QA/QC #1		
	7.5.1 Monitor QA/QC process in line with City requirements.	
	7.5.2 Procure independent design-check services if required due to technical issues/work load	
7.6 60% Design Complete	7.6.1 Monitor and confirm 60% design complete	
7.7 Construction Documents	7.7.1 Monitor documents are 'Issue for Construction'	
7.8 Internal Design QA/QC #2		
	7.8.1 Monitor QA/QC process in line with City requirements.	
	7.8.2 Procure independent design-check services if required due to technical issues/work load	
7.9 90% Design Complete	7.9.1 Monitor and confirm 90% design complete	
8.0 Construction Procurement		
8.1 Develop Bid Package	8.1.1 Assemble bid package documents	1, 2, 4, 5, 9, 10, 11, 12, 17
8.2 Bid Advertisement	8.2.1 Develop advertisement document for issuance by the City	
8.3 Public Meeting/Bid Opening	8.3.1 Coordinate public meetings and bid openings as required	
8.4 Contracts	8.4.1 If external counsel is required to vet contractual language or terms and conditions, recommend counsel be engaged and manage counsel's procurement and input into documents	
8.5 Technical Evaluation / Tabulation	8.5.1 Document technical evaluation process and criterion, input industry standard practice where appropriate	
8.6 Council Review	8.6.1 Monitor council review, assist in presentation for approval	
8.7 Contractor Documentation	8.7.1 Review documentation for compliance, coordination of vetting for approvals by both parties	
8.8 Contract Award	8.8.1 Support City in issuing notice of award	

8.9 Preconstruction Meeting with Awardee	8.9.1 Conduct preconstruction meeting to confirm plans, timetables, deliverables and processes for reporting, change management etc	
8.10 Construction NTP	8.10.1 Develop NTP for issuance by City	
9.0 Construction		
9.1 Mobilization	9.1.1 Review mobilization plan, incorporate milestones into integrated project schedule	1, 2, 3, 4, 5, 12, 13, 15, 16
9.2 Construction		
	9.2.1 Monitor construction progress through milestones and deliverables prescribed to contractors, periodic site visits	
	9.2.2 Review contractor payment applications for progress	
	9.2.3 If construction inspection services are required, procure vendor to conduct services and monitor reports for incorporation into City's progress monitoring and Executive Dashboard	
9.3 Project Change Management	9.3.1 Define change management process and monitor for project cost/schedule impacts	
	9.3.2 Assess potential change order/claims and associated cost/schedule impacts	
	9.3.3 Review associated estimates; determine if independent estimate is required	
	9.3.4 Incorporate pending and approved change orders into project cost reports and schedules	
9.4 Coordinating Construction Inspections	9.4.1 If it is determined that additional project quality/inspection resources are needed, design firm representatives/other vendors/resources will be procured and coordinated. Any resulting issues will be identified and resolved with the City.	
9.5 Closeout & Punch lists	9.5.1 Project close-out assistance through compilation of documentation, registers and monitoring of punch list resolution	
9.6 Demobilization	9.6.1 If requested, plan and agree demobilization plans with contractor and monitor accordingly for final payment/retention release	
10.0 Additional Support Services		
10.1 Independent Design-Check Services		
10.2 External Counsel-Contractual Review		
10.3 Cross Project Geo Spatial Services		
10.4 Project Operations Resource Support		
10.5 Master Developer Monitoring and Reporting		
10.6 Geographic Information System (GIS) Dashboards		

	10.6.1 Web-based dashboard reporting tool for City to monitor project health/performance (EV, CPI, SPI, milestones)	
	10.6.2 Web-based tool to share project plans and progress with public	
	10.6.3 Planning tool for contract execution planning in impacted zones	