CITY	CONSULTANT
CITY OFJOPLIN 602S. MAIN STREET JOPLIN, MO 64801	Name: PricewaterhouseCoopers Public Sector LLP Address: 1800 Tysons Blvd, 6th Floor McLean, VA 22102
Attention: Troy Bolander, Director	Attention: Riz Shah, Principal
Department: Planning, Development and Neighborhood Services	Phone: 202-412-5066 IFax: 703-918-3100
Phone: 417-624-0820, ext 510 I Fax: 417-625-4738	

MASTER AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE SUPPORT SERVICES

THIS AGREEMENT, made and entered into this 17th day of April 2017, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin ("City" or "Client") has been awarded funds two U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (CDBG-DR grant) awards. In 2012 the City received $45,266,709 as authorized in Public Law 112-55 and in 2013 received $113,276,000 as authorized in Public Law 113-2; and

WHEREAS, The Appropriations Act requires that the Department of Housing and Urban Development (HUD) and City policy dictate the obligation of 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 ("the Consultant") 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 "THE CONSULTANT" 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 "THE CONSULTANT" under the terms in the applicable Work Authorization for the Services performed under the terms of each Work Authorization.

4. **Deliverables.**

   a) "THE CONSULTANT" 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 ""THE CONSULTANT" Technology").

   b) Upon full payment to "THE CONSULTANT" 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) "THE CONSULTANT" hereby grants Client a royalty-free, fully paid-up, worldwide, nonexclusive license to use the "THE CONSULTANT" Technology contained in the Deliverables in connection with the use of such Deliverables. Except for the foregoing license grant, "THE CONSULTANT" or its licensors retain all rights in and to all "THE CONSULTANT" Technology.

   c) To the extent any "THE CONSULTANT" Technology provided to Client hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such "THE CONSULTANT" Technology is licensed to Client by "THE CONSULTANT" as agent for "the Consultant" on the terms and conditions contained herein. The rights granted in this Section 4 do not apply to any "THE CONSULTANT" Technology that is subject to a separate license agreement between Client and any third party (including "THE CONSULTANT"'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 "THE CONSULTANT" subcontracting or assigning any portion of the Services to (i) "an Example Company LLC", or (ii) any affiliate or related entity, whether located within or outside the United States. Services performed hereunder by "THE CONSULTANT"'s subcontractors shall be invoiced as professional fees on the same basis as Services performed by "THE CONSULTANT"'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 "THE CONSULTANT" 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 "THE CONSULTANT" 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.

13. §§ 60-l.4(a)(7), 29 C.F.R. Part 471,Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41C.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.

14. **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.

15. **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.

16. **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.

c) 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 "THE CONSULTANT" 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 "THE CONSULTANT" 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) "THE CONSULTANT" 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 "THE CONSULTANT" while engaged in the performance of the Services.

c) "THE CONSULTANT" 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 "THE CONSULTANT" 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 "THE CONSULTANT" 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 "THE CONSULTANT", (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 "THE CONSULTANT". 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, "THE CONSULTANT", 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 "THE CONSULTANT", the replacement or modified Deliverable is capable of performing substantially the same function. In the event "THE CONSULTANT" cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, "THE CONSULTANT" may require Client to cease use of such Deliverable and refund the professional fees paid to "THE CONSULTANT" 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 "THE CONSULTANT", relating to a claim that any of "THE CONSULTANT"'s Deliverables infringes any patent, copyright or other intellectual property right of a third party.

d) Client shall indemnify and hold harmless "THE CONSULTANT", 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 "THE CONSULTANT" is engaged in the performance of the Services.

e) 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 respect 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 CONSULTANT" 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, "THE CONSULTANT" DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, and INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

f) Consultant is a firm in the global network of separate and independent PricewaterhouseCoopers firms (exclusive of Consultant, the "Other PwC Firms"). Consultant may draw on the resources of and/or subcontract to its subsidiaries and affiliates, the Other PwC Firms and/or third party contractors and subcontractors, within or outside of the United States (each, a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. The City agrees that Consultant may provide information Consultant receives in connection with this Agreement to the PwC Subcontractors for such purposes. Consultant will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors) and for the protection of the information provided to the PwC Subcontractors. Client agrees to bring any claim or other legal proceeding of any nature arising from the Services against Consultant and not against Consultant's respective partners, principals or employees or the PwC Subcontractors.

g) The parties agree that Consultant may rely on the information and documents provided by the City and/or produced by prior contractors but is only responsible for the services and deliverables provided by Consultant after the effective date of this agreement.

21. **Client Responsibilities.** Each party shall cooperate with the other in the performance of the Services. Client will provide "THE CONSULTANT" with reasonable facilities and timely access to data, information, and personnel of Client. With respect to the data and information provided by Client to "THE CONSULTANT" 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;

a) the accuracy and completeness of all data and information provided to "THE CONSULTANT" for purposes of the performance of the Services;

b) making all management decisions, performing all management functions, and assuming all management responsibilities;

c) designating a competent management member to oversee the Services;

d) evaluating the adequacy and results of the Services;

e) accepting responsibility for the results of the Services;

f) establishing and maintaining internal controls, including monitoring ongoing activities;

g) 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 "THE CONSULTANT", 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 PERMITIED 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.** "THE CONSULTANT" 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 "THE CONSULTANT" 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 ofthis Agreement, the "Contract" shall mean this Agreement, and the "Administrator" shall mean the Consultant. The Administrator, at such times and insuch 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 "THE CONSULTANT" 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. "THE CONSULTANT" will retain sole and absolute discretion in the judgment of the manner and means of carrying out

33. **"THE CONSULTANT"'s activities and responsibilities hereunder.** "THE CONSULTANT" 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 "THE CONSULTANT" and the City, and the City will not be liable for any obligation incurred by "THE CONSULTANT", including but not limited to unpaid minimum wages and/or overtime premiums.

34. **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

i. 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.

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

iii. 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.

iv. 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.

v. 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.

vi. The Administrator will include the provisions of this clause in every subcontract or purchase order of

vii. $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 1or 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.

35. <u>Section 3 of the Housing and Urban Development Act of 1968.</u>

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this

contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The Consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

d) The Consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice and knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreements or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

REVIEWED FOR APPROVAL

By: _____
David Hertzberg, Director of Public Works

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.

By: _____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

By: _____
Peter Edwards, City Attorney

CITY OF JOPLIN, MISSORI

By: _____
Troy Bolander, Director, Planning Development & Neighborhood Services

By: _____
Sam Anselm, City Manager

Date: 4/20/17

CONSULTANT:

PRICEWATERHOUSECOOPERS Public Sector LLP

By: _____

Printed Name: Riz Shah

Title: Principal

Date: 4/20/2017

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 Overview
1. Program administration
Tasks associated with the administration of the Round 1 and Round 2 CDBG-DR funding that includes tasks such as status reporting, DRGR reporting, financial reconciliations, establishing and maintaining the project reporting dashboard, and engagement management
2. Program compliance
Tasks associated with federal, state, and local compliance at a program level for the two grants, such as policies, procedures, tools and templates, monitoring plan, HUD audit preparation and support, and program close-out
3. Capital planning and programming
Tasks associated with planning projects and activities under the two grants including capital planning and reprogramming, project execution plan development, project selection and portfolio optimization, integrated master schedule updates, and Action Plan development and amendments
4. Project execution
Tasks associated with the delivery of projects and programs under the two grants including application intake and processing, project execution support and plan updates, cost validation and estimating, project scheduling, project oversight and monitoring of procurement, design and construction, project stakeholder meetings, project compliance, project payment application/invoice reviews and reporting, and project close-out
5. Additional support
Additional specialized consulting and technical support as requested by the City

A detailed listing of tasks that consultant may be engaged to execute are detailed in the pages that follow:

List of potential tasks
1. Program administration tasks
▪ Develop and update program charters, timelines, goals, metrics and deliverables ▪ Develop engagement project plan and provide regular reporting on the engagement status ▪ Prepare reports/documentation related to CDBG-DR funded projects for City Council or other meetings as requested ▪ Attend briefing meetings to discuss key program developments with City Partners ▪ Develop meeting minutes for certain meetings attended with City CDBG-DR stakeholders as requested ▪ Develop and maintain a project reporting dashboard ▪ Provide key cost/schedule and project health information to the City utilizing the project reporting dashboard ▪ Develop a plan for required stakeholder vetting, public outreach and vendor awareness/guidance ▪ Develop documentation in preparation for City Council Approval ▪ Assist in developing DRGR system reporting requirements, policies, and procedures. Structure project information in a format to upload to DRGR.
2. Program compliance tasks
▪ Develop or update Oversight and Monitoring Plan and Risk Management Plan ▪ Develop and/or update policies and procedures as needed ▪ Perform regular risk assessment, mitigation, and status tracking to close-out any identified issues and risks ▪ Provide training to City staff and vendors on CDBG-DR compliance related issues ▪ Develop or update a compliance review methodology for desk reviews and on-site reviews of CDBG-DR funded projects ▪ Develop written and verbal briefings on CDBG-DR compliance requirements ▪ Assist in HUD or other State audit visits, including preparation, attendance in meetings, presenting information, and responding to comments ▪ Develop and maintain a dashboard providing information on CDBG-DR compliance ▪ Develop document management system for both hard copy and electronic files

3. Capital planning & programming tasks

- Develop and detail program costs for planning and budgeting purposes
- Develop and update integrated master schedule covering all key activities from action plan development, capital planning, definition, procurement, design, construction, execution through to close-out
- Develop CDBG-funded program wide infrastructure program schedule
- Integrate public comment into project definition and planning documents
- Develop and maintain infrastructure-program wide capital plans and budgets for plans, approvals, and contract evaluations
- Develop project concept and objectives for planning and stakeholder input purposes
- Develop Project Execution Plans (PEPs) for new projects
- Develop project prioritization and scoring criteria
- Develop and update capital plan including procedures for reprogramming dollars when necessary
- Develop Action Plan documents and inputs in line with program requirements
- Support City in seeking Public Comment on infrastructure project concepts/schemes; assist in responding to queries; consider public input into project planning documents
- Monitor council review, assist in presentation for approval as needed
- Monitor reviews of Action Plans by HUD and assist in follow up

4. Project Execution tasks

- Review of independent estimates at each project phase (action plan, procurement, design completion, start of construction)
- 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
- Identify technical, commercial, financial and regulatory risks for probability and likelihood of impact on project performance
- Input and manage project cost and schedule data using industry standard software (MS Project, Oracle Primavera, GIS, etc.)
- Perform independent oversight of project health/performance (milestones, earned value, SPI, CPI) through continuous assessment of project data
- Maintain project specific information dossiers (PEPs) that compile relevant technical, commercial, financial, resource, and risk information
- Develop contract work package planning and execution strategy
- Standardize recording of all scope/cost/schedule changes and risk/issue triggers
- Provide execution assistance for each project, roles and level of effort defined by PEPs
- Assist in the procurement process for design and construction vendors including defining scope, preparing documents, drafting public announcements, checking for HUD compliance, documenting bid opening and evaluations, attending pre-construction meetings, and drafting notice to proceed
- Assist with environmental reviews as needed including corresponding with State/Federal agencies, responding to comments, including suggestions, and monitoring HUD review and approval
- Assist with the monitoring of design progress including coordinating review meetings, and documenting progress
- Monitor construction progress (cost and schedule) including reviewing vendor invoices and supporting documentation, change orders, coordinating inspections, and assisting with punchlist and vendor closeout
- Manage required documentation for all projects funded by both grants in the document control and management system
- Detail plan for execution of project close-out (plan, documents, register, approvals timetable)

5. Additional support

- Additional specialized consulting and technical support as requested by the City