

June 20, 2017

Jared Jakubowski
City of Moore
301 North Broadway
Moore, OK 73160

Dear Mr. Jakubowski:

This engagement letter is to confirm the engagement of Deloitte Advisory¹ (“Advisor”) to provide the City of Moore (“City”) with internal audit services described below (the “Services”) related to Community Development Block Grant – Disaster Recovery (“CDBG-DR”).

SCOPE OF SERVICES

The nature of the Services Advisor is to perform for the City is as follows:

- Provide internal audit services related to the \$52.2 million in CDBG-DR related to grants received from the City of Housing and Urban Development (“HUD”). During the term of this engagement letter three quarterly audits per year will be performed (it is estimated each internal audit to take approximately three to four weeks to perform).
- In the performance of the internal audit services, Advisor will utilize Federal Register notices as issued, HUD, CDBG-DR, and cross cutting federal requirements applicable to it in the performance of its services as well as applicable local, State, and federal rules, laws, regulations, ordinances, and policies.
- Before performing the first quarterly internal audit, we will work with the City to perform an annual risk assessment which will identify CDBG-DR internal audits to be included in an internal audit universe.
- Using the results of the risk assessment and internal audit universe we will develop detailed internal audit plans for the three internal audits to be performed during the term of this engagement letter.
- Based on the internal audit plan developed for each quarterly internal audit, Deloitte will perform additional inquiries with City staff and request documentation to evaluate the controls in place which help mitigate risks identified as part of the scope of work.
- Reports will be developed to provide the results of the activities performed for the quarterly internal audits. The reports will include an overview of the activities performed, the applicable

¹ As used in this engagement letter, “Deloitte Advisory” means Deloitte & Touche LLP.

standard evaluated against (if applicable), testing performed, issues identified, improvement recommendations, and strengths observed.

- As a result of each quarterly internal audit, we will meet with the City to discuss the draft internal audit report and obtain the City's feedback and management action plans prior to finalizing the report for distribution.
- If requested, Advisor will make presentations of the quarterly internal audit results at city council meetings.

DELIVERABLES

The following deliverables will be provided to the City during this engagement:

- Annual risk assessment which will include projects and activities (audit universe) performed as part of the grant program.
- For the internal audits performed a report will be developed which will include the results of the work performed, findings and recommendations for improvement, management action plans and strengths observed.
- City council reports on the results of our work, if requested.

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).

ENGAGEMENT STAFFING

We have structured the following engagement team for the performance of the Services:

An Engagement Leader will maintain overall responsibility for the engagement on behalf of Advisor.

A project manager will coordinate daily management of this engagement.

Additional support may also be provided by other professionals who will be identified during this engagement.

FEES, TIMING, AND OTHER SERVICES

As we understand the scope, the total fees for this engagement to perform three quarterly internal audits will be approximately \$60,750 and are based on the following hourly billing rates:

Resource Level	Hourly Rate
Partner/Principal/Managing Director	\$305
Senior Manager/Specialist Leader	\$270
Manager/Specialist Master	\$210
Consultant	\$160

Such rates recognize the experience and special skills of the applicable personnel as well as the complexity of the Services. Our hourly rates are adjusted from time to time; we will advise you promptly if a rate adjustment is being made.

We understand that you will reimburse us for all reasonable expenses incurred in performing our Services on this engagement (including, but not limited to, our reasonable travel, airfare, meals, lodging, and mileage expenses).

Fees for this engagement will be billed biweekly as the work progresses for fees accrued by us since our last invoice in performing our Services.

Our fees are based upon Advisor's current understanding of the requirements, the proposed approach, the estimate of the level of effort required, Advisor's roles and responsibilities, any assumptions set forth herein, and active participation of the City's management and other personnel, as described in this engagement letter. Based on the complexity and duration of this project and in Advisor's experience, issues sometimes arise that require procedures beyond what was initially anticipated. If this should occur, we will discuss it with you prior to performing any additional work.

ACKNOWLEDGMENTS AND AGREEMENTS

The City acknowledges and agrees to the following:

- Substantial and meaningful involvement of the project lead of the City of Moore is critical to the success of this engagement. The City shall be responsible for ensuring that the identified City personnel actively participate in both the planning and execution of this engagement.
- Advisor will not make any management decisions, perform any management functions, or assume any management responsibilities.
- Advisor will retain copies of the deliverables and any information evidencing Advisor's performance of the Services hereunder and any City confidential information contained in such retained materials shall remain subject to our confidentiality obligations set forth in the General Business Terms attached hereto as Exhibit A.
- 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 American Institute of Certified Public Accountants, the Public City 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.
- Advisor will not provide any legal advice regarding our Services nor will Advisor provide any assurance regarding the outcome of any future audit or regulatory examination or other regulatory action; the responsibility for all legal issues with respect to these matters, such as

reviewing all deliverables and work product for any legal implications to the Company, will be the City's.

During the term of this engagement, the City may request that Advisor perform additional services that are not encompassed by this engagement letter. Advisor may perform such additional services upon receipt of a separate signed engagement letter with terms and conditions that are acceptable to Advisor and the City.

This engagement letter, together with the General Business Terms attached hereto as Exhibit A and Supplementary Terms attached hereto as Exhibit B constitute the entire agreement between the City and Advisor with respect to this engagement, supersede all other oral and written representations, understandings, or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the City and Advisor.

IN WITNESS WHEREOF, each party has caused this Engagement Letter and General Business Terms to be executed on the date indicated below,

The City of Moore:



Glenn Lewis, Mayor

Date: 6/19/17



Linda Stewart, City Clerk



Randy Brink, City Attorney

Deloitte & Touche LLP



Shawn Kilchrist, Managing Director

Date: June 20, 2017

EXHIBIT A — GENERAL BUSINESS TERMS

1. **Services.** The services provided by Deloitte Advisory (the “Services”) under the engagement letter to which these terms are attached (the “Engagement Letter”) may include advice and recommendations, but Deloitte Advisory will not make any decisions on behalf of Client in connection with the implementation of such advice and recommendations. For purposes of these terms and the Engagement Letter, “Client” shall mean the entity as defined in the Engagement Letter.

2. **Payment of Invoices.** Client will compensate Deloitte Advisory under the terms of the Engagement Letter for the Services performed and expenses incurred, through the term or effective date of termination of this engagement. Deloitte Advisory’s invoices are due upon receipt. Client shall be responsible for any taxes imposed on the Services or on this engagement, other than taxes imposed by employment withholding for Deloitte Advisory personnel or on Deloitte Advisory's income or property.

3. **Term.** Unless terminated sooner as set forth below the term of the contract shall for the internal audit period of June 19, 2017 through June 18, 2018 with fieldwork commencing the week of June 26, 2017. The term may be extended in increments of one year for up to four years from the initial Contract date upon the written agreement of the City and the Consultant. In the event, the contract is extended, Deloitte Advisory has the right to evaluate rates and estimated hours prior to executing an extension. Either party may terminate this engagement, with or without cause, by giving thirty (30) days’ prior written notice to the other party. In the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Deloitte Advisory may terminate this engagement upon written notice to Client if Deloitte Advisory determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules.

4. Deliverables.

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

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

c) To the extent any Deloitte Advisory Technology provided to Client hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Deloitte Advisory Technology is licensed to Client by Deloitte Advisory 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 Deloitte Advisory Technology that is subject to a separate license agreement between Client and any third party (including Deloitte Advisory’s affiliates).

5. **Limitation on Warranties.** This is a services engagement. Deloitte Advisory warrants that it shall perform the Services in good faith and with due professional care. **DELOITTE ADVISORY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR**

IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation on Damages and Indemnification.

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

b) Client shall indemnify and hold harmless Deloitte Advisory, its subsidiaries and subcontractors, and their respective personnel from all Claims arising from Client's disclosure of the Services or Deliverables to any third party, except to the extent resulting from the recklessness, bad faith, or intentional misconduct of Deloitte Advisory or its subcontractors

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

7. Client Responsibilities. Client shall cooperate with Deloitte Advisory in the performance of the Services, including providing Deloitte Advisory with reasonable facilities and timely access to data, information, and personnel of Client. With respect to the data and information provided by Client to Deloitte Advisory 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 Deloitte Advisory 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; and (g) establishing and maintaining internal controls, including monitoring ongoing activities. Deloitte Advisory's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Deloitte Advisory shall be entitled to rely on all decisions and approvals of Client.

8. 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.

9. Limitation on Actions. INTENTIONALLY OMITTED

10. Independent Contractor. Each party hereto is an independent contractor and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venture, or representative.

11. Confidentiality and Internal Use.

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 Engagement Letter, or (ii) to Client's contractors solely for the purpose of their providing services to Client relating to the subject matter of this engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence. 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 Deloitte Advisory or its subcontractors.

b) To the extent that, in connection with this engagement, either party (each, the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information: (i) as expressly permitted in the Engagement Letter; (ii) to contractors providing administrative, infrastructure, and other support services to the receiving party and subcontractors providing services in connection with this engagement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this Section 11(b); (iii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (iv) to the extent such information (a) is or becomes publicly available other than as the result of a disclosure in breach hereof, (b) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (c) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (d) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Section 11(b) shall alter Client's obligations under Section 11(a). Deloitte Advisory, however, may use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

12. 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 this engagement. For purposes of these terms and the Engagement Letter, "Deloitte Advisory" or "Advisor" shall mean Deloitte & Touche LLP. No affiliated or related entity of Deloitte Advisory, 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 engagement. Without limiting the foregoing, such affiliated and related entities are intended third-party beneficiaries of these terms, and may in their own right enforce such terms. **Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.** Any references herein to the term "including" shall be deemed to be followed by "without limitation."

13. Assignment and Subcontracting. Except as provided below, neither party may assign any of its rights or obligations (including interests or Claims) relating to this engagement or the Services, without the prior written consent of the other party. Client hereby consents to Deloitte Advisory subcontracting or assigning any portion of the Services to any affiliate or related entity, whether located within or outside of the United States. Services performed hereunder by Deloitte

Advisory's subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte Advisory's personnel unless otherwise agreed.

14. Non-exclusivity. Deloitte Advisory 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 Deloitte Advisory complies with its obligations of confidentiality set forth hereunder.

15. Non-solicitation. During the term of this engagement 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 this 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.

16. Entire Agreement, Amendment, and Notices. These terms, and the Engagement Letter, including attachments, constitute the entire agreement between the parties with respect to this engagement; supersede all other oral and written representations, understandings, or agreements relating to this engagement; and may not be amended except by a written agreement signed by the parties. In the event of any conflict or ambiguity between these terms and the Engagement Letter, these terms shall control. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addresses set forth in the Engagement Letter, unless changed by either party by notice to the other party; and (c) effective upon receipt.

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

EXHIBIT B – SUPPLEMENTARY TERMS

For the purpose of these Supplementary Terms, “Contractor” shall mean Deloitte & Touche LLP.

Federal Laws and Regulations:

The Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation to the City of Moore is governed by the following laws and regulations:

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14A U.S.C. 647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol. 76, No.221, November 16, 2011 (76 FR 71060)_Public Law 113-2:
- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
- (g) HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
- (h) HUD Federal Register Notice at 78 FR 76154 published December 16, 2013
- (i)The applicable laws of the State of Oklahoma; and
- (j)By the laws and regulations promulgated by the City for the CDBG-DR program.
- (k) In addition to the citations noted, the CDBG-DR allocation is also subject to “cross-cutting” Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix

Changes to Federal Requirements:

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Contractor, as such Federal regulations, policies, procedures and directives may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

Equal Opportunity:

The following equal employment opportunity requirements apply to the underlying contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment

Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: 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. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue. References: Executive Order 11246 September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60

Civil Rights

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- b) The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- c) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086. References: 29 U.S.C. §

623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Conflict of Interest:

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Moore, or of any of the City's subsidiaries, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended. Reference: 2 CFR 200.112

Copyrights:

The City of Moore Department of Capital Planning and Resiliency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under the Contract and to any rights of copyright to which a Contractor, Sub-contractor or a Sub-recipient purchases ownership with grant support. Reference: 24 CFR Subtitle A. 85.34 Copyrights

Lobbying:

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Moore Department of Capital Planning and Resiliency. References: (31 U.S.C. 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

Section 3:

The City of Moore requires the Contractor and all applicable sub-contractors to follow the City's Section 3 requirements as defined by the [City's Section 3 Plan](#).

Minority Owned, Woman Owned or Section 3 Business Utilization:

The City of Moore requires the Contractor meet or exceeds the Contractors stated proportional use of Minority Owned, Woman Owned or Section 3 Business that the Contractor stated in responding to the Request for Proposals or Request for Qualification. The Contractor understands and agrees that failure to meet this requirement may result in termination or such other sanctions as are to be assessed pursuant to applicable law.

Record Retention Requirements:

The Contractor agrees financial records, supporting documents, statistical records, and all other Contractor records pertinent to a Federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or the City of Moore in the case of a sub-recipient. Federal awarding agencies and the City of Moore may not impose any other record retention requirements upon Contractor. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Contractor is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or the City of Moore, the 3-year retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

Access to Records:

The Contractor agrees that the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the City Moore, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Reference: (2 CFR 200.336)

Breaches and Dispute Resolution

- (a) Disputes - In the event of any dispute or disagreement between the parties under this Agreement, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment. Legal and/or equitable action may be instituted in accordance with paragraph (d) below in the event that the parties are unable to resolve such dispute or disagreement after ten (10) days.
- (b) Performance During Dispute - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, Contractor shall continue performance under this Contract while matters in dispute are being resolved and shall continue to be paid for undisputed work.
- (c) Claims for Damages - Should either party to the Contract suffer bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of the other party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Moore Department of Capital Planning and Resiliency and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration in the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Moore Department of Capital Planning and Resiliency is located.
- (e) Rights and Remedies - No action or failure to act by the City of Moore Department of Capital Planning and Resiliency, Sub-Recipient or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. References: 49 CFR Part 18

Remedies for Noncompliance:

If the Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific conditions. If noncompliance cannot be remedied by imposing additional conditions, the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments (not to exceed 30 days) for noncompliant work pending correction of the deficiency by the Contractor or more severe enforcement action by the City of Moore.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance provided that City of Moore has provided the Contractor with 30 days written notice of such non-compliance and the Contractor has failed to cure such non-compliance within such 30 days.
- (c) Wholly or partly suspend or terminate the Contract provided that City of Moore has provided the Contractor with 30 days written notice of such non-compliance and the Contractor has failed to cure such non-compliance within such 30 days.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a City of Moore, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 001664820
Functional Area: Entity Management, Performance Information

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : deloitte*
Record Status: Active

ENTITY	DELOITTE CONSULTING LLP	Status:Active
DUNS: 019121586	+4:	CAGE Code: 1TTG5 DoDAAC:
Expiration Date: Jun 19, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1919 N Lynn St		
City: Arlington	State/Province: VIRGINIA	
ZIP Code: 22209-1742	Country: UNITED STATES	
ENTITY	DELOITTE RWANDA LIMITED	Status:Active
DUNS: 850550399	+4:	NCAGE Code: SWP94 DoDAAC:
Expiration Date: Jun 19, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: KN3 Road		
City: Kigali	State/Province:	
ZIP Code: 3903	Country: RWANDA	
ENTITY	DELOITTE & TOUCHE	Status:Active
DUNS: 535299952	+4:	NCAGE Code: SWE01 DoDAAC:
Expiration Date: Jun 5, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: Thabo Mbeki Road		
City: Lusaka	State/Province:	
ZIP Code: 10101	Country: ZAMBIA	
ENTITY	Deloitte & Touche Products Company, LLC	Status:Active
DUNS: 079394756	+4:	CAGE Code: 74SS1 DoDAAC:
Expiration Date: May 10, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4022 Sells Dr		
City: Hermitage	State/Province: TENNESSEE	
ZIP Code: 37076-2903	Country: UNITED STATES	

ENTITY	DELOITTE FINANCIAL ADVISORY SERVICES LLP	Status:Active
DUNS: 828881289	+4:	CAGE Code: 5MKN6 DoDAAC:
Expiration Date: May 8, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1919 N Lynn St City: Arlington ZIP Code: 22209-1742	State/Province: VIRGINIA Country: UNITED STATES	
ENTITY	DELOITTE CONSULTING MALAWI	Status:Active
DUNS: 561210231	+4:	NCAGE Code: SBDZ7 DoDAAC:
Expiration Date: May 1, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: Independence Drive City: Lilongwe ZIP Code: 99999	State/Province: Country: MALAWI	
ENTITY	Deloitte & Touche LLP	Status:Active
DUNS: 187107958	+4:	CAGE Code: 3CCJ5 DoDAAC:
Expiration Date: Dec 20, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1919 N Lynn St City: Arlington ZIP Code: 22209-1742	State/Province: VIRGINIA Country: UNITED STATES	
ENTITY	Deloitte Financial Advisory Services LLP	Status:Active
DUNS: 603795159	+4:	CAGE Code: 4GUS6 DoDAAC:
Expiration Date: Aug 2, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1633 Broadway City: New York ZIP Code: 10019-6708	State/Province: NEW YORK Country: UNITED STATES	
ENTITY	DELOITTE FINANCIAL ADVISORY SERVICES LLP	Status:Active
DUNS: 606893902	+4:	CAGE Code: 466J4 DoDAAC:
Expiration Date: Jun 23, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 555 12th St NW Ste 500 City: Washington ZIP Code: 20004-1231	State/Province: DISTRICT OF COLUMBIA Country: UNITED STATES	

ENTITY	DELOITTE CONSULTING LLP	Status:Active
DUNS: 002563455	+4:	CAGE Code: 6C4Y2 DoDAAC:
Expiration Date: Jan 20, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1633 BROADWAY		
City: NEW YORK		State/Province: NEW YORK
ZIP Code: 10019-6708		Country: UNITED STATES

ENTITY	DELOITTE CONSULTING LLP	Status:Active
DUNS: 832622653	+4:	CAGE Code: 5VFB8 DoDAAC:
Expiration Date: Jul 7, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4301 N FAIRFAX DR STE 210		
City: ARLINGTON		State/Province: VIRGINIA
ZIP Code: 22203-1633		Country: UNITED STATES

ENTITY	DELOITTE CONSULTING LLP	Status:Active
DUNS: 832763663	+4:	CAGE Code: 5THH8 DoDAAC:
Expiration Date: Jul 7, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 22454 THREE NOTCH RD STE 202		
City: LEXINGTON PARK		State/Province: MARYLAND
ZIP Code: 20653-2052		Country: UNITED STATES

ENTITY	DELOITTE AND TOUCHE-SABA & CO	Status:Active
DUNS: 514578074	+4:	NCAGE Code: 3874A DoDAAC:
Expiration Date: Mar 20, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: Al Mashriq Insurance Bldg, West Bank		
City: RAMALLAH		State/Province:
ZIP Code:		Country: WEST BANK

ENTITY	DELOITTE D.O.O.	Status:Active
DUNS: 644821147	+4:	NCAGE Code: SPK36 DoDAAC:
Expiration Date: Feb 22, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: JADRANSKA BB		
City: SARAJEVO		State/Province:
ZIP Code: 71000		Country: BOSNIA AND HERZEGOVINA

ENTITY	DELOITTE CONSULTING LIMITED	Status:Active
DUNS: 954526088	+4:	NCAGE Code: SCL53 DoDAAC:
Expiration Date: Feb 20, 2018 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: Ohio Street & Garden Avenue City: Dar Es Salaam State/Province: ZIP Code: 99999 Country: TANZANIA		
ENTITY	Deloitte & Touche LLC	Status:Active
DUNS: 683528966	+4:	NCAGE Code: SZF93 DoDAAC:
Expiration Date: Jan 18, 2018 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 36a Lado Asatiani str. City: Tbilisi State/Province: ZIP Code: 0105 Country: GEORGIA		
ENTITY	DELOITTE TIP-OFFS ANONYMOUS (PTY) LTD	Status:Active
DUNS: 538715330	+4:	NCAGE Code: SBQN8 DoDAAC:
Expiration Date: Jan 13, 2018 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: DELOITTE PLACE, THE WOODLANDS, 20 WOODLANDS DR City: WOODMEAD, GAUTENG State/Province: ZIP Code: 2157 Country: SOUTH AFRICA		
ENTITY	DELOITTE CONSULTING VIETNAM COMPANY LIMITED	Status:Active
DUNS: 555364916	+4:	NCAGE Code: SZY10 DoDAAC:
Expiration Date: Sep 5, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 22-36 Nguyen Hue Street,, Ben Nghe Ward, City: Ho Chi Minh State/Province: ZIP Code: Country: VIETNAM		
ENTITY	Deloitte & Touche	Status:Active
DUNS: 857276786	+4:	NCAGE Code: SZR09 DoDAAC:
Expiration Date: Aug 16, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 54 Ariapita Avenue, Woodbrook City: Port of Spain State/Province: ZIP Code: Country: TRINIDAD AND TOBAGO		

ENTITY Deloitte Yousuf Adil, Chartered Accountants Status:Active

DUNS: 645527933 +4: NCAGE Code: SHW27 DoDAAC:

Expiration Date: Jul 15, 2017 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 18-B/1, G-8 Markaz

City: Islamabad

ZIP Code:

State/Province:

Country: PAKISTAN