

# CONTRACT

# BETWEEN THE CITY OF MOORE, OKLAHOMA AND HORNE, LLP FOR PROFESSIONAL SERVICES

# Preamble

This Contract is entered into between the City of Moore, Oklahoma ("the City"), a municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and Horne LLP, with principal offices at 1210 San Antonio St, Suite 201, Austin, TX 78701

WHEREAS, the City requires the services of Horne, LLP as an internal auditor to the City for the Community Development Block Grant-Disaster Recovery program, as detailed herein;

WHEREAS, the Horne LLP has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party's contract;

# **Section 1: Term and Termination**

- The term of the contract shall for the internal audit period of September 1, 2016 through August 31, 2017 with fieldwork commencing the week of January 16, 2017 ;
- 2) 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;
- 3) The Contract may be terminated in whole or in part as follows:

(a) By the City of Moore, if a Consultant fails to comply with the terms and conditions of a Federal award;

(b) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Consultant shall be paid for the work performed up to the date of termination The City shall be entitled to all consultant work up to the date of termination;

(c) By the City of Moore with the consent of the Consultant, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(d) By the Consultant upon sending to the City of Moore written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City of Moore or HUD determines in the case of a partial termination that the reduced or modified portion of the contract will not comply with needs of the City of Moore as it relates to the Federal award or sub-award and it will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the contract in its entirety.

(e)When a Federal award is terminated or partially terminated, the City of Moore and the Consultant remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

4) The Contract may be amended as provided for in Section 8: Modification or Amendment

# Section 2: Scope of Services

### **GENERAL**

Horne will perform three internal audit assessments for the City of Moore to test the City's compliance with

- Internal Standards for the Professional Practice of Internal Audit (ISPPIA)
- Generally Accepted Auditing Standards (GAAS)
- Generally Accepted Government Auditing Standards (GAGAS or "Yellow Book")
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Office of Inspector General, United States Department of Housing and Urban Development, and applicable state and local regulations
- Section 3 of the Housing and Urban Development Act of 1968
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq.
- Code of Federal Regulations, Title 24, Part 570, Community Development Block Grants (24 CFR 570)
- Green Building Standards
- Title H.R. 152, titled: Division A: The Disaster Relief Appropriations Act
- Federal Register Notices
- Other applicable state or local regulations or requirements

Project implementation will consist of the following phases.

Phase 1: Planning (Engagement Week 1)

HORNE will work with the City's Project Liaison to define communication protocols for the engagement. HORNE will meet with stakeholders as identified by the City in order to communicate and establish engagement parameters. During these meetings HORNE and the City will agree on details for project approach and timeline, as well as key risk factors which the City wants to address. During this phase HORNE will also develop its sampling methodology based on criteria agreed upon with the City.

Deliverables: Internal audit plan; sampling methodology; identification of key risks

Phase 2: Testing (Approximately every four months)

HORNE will perform three testing cycles, each lasting between one and two weeks. The schedule of testing will be agreed upon in the planning phase. Areas addressed in compliance testing will include, but not be limited to:

- Compliance with HUD National Objectives
- Status of low-to-moderate income service targets
- Compliance with applicable federal regulations, including 24CFR570
- Project statuses in relation to fair housing
- Consistency with approved action plan and program policies and procedures
- Identification and prevention of duplication of benefits
- Program progress relative to established program timelines
- Financial compliance with regulatory standards
- Compliance with all cross-cutting regulation and requirements pertinent to HUD-funded programs

Deliverables: Procedure work papers

Phase 3: Reporting (1 – 2 Weeks Following Each Testing Cycle)

HORNE will issue an internal audit report to the City after each round of testing. The report will comply with the International Standards for the Professional Practice of Internal Auditing. The report will detail the procedures that HORNE performed during the testing phase. Each report will highlight areas where the City has performed in a manner consistent with standards and regulations, as well as areas where the City has an opportunity to improve its systems and operations. For those areas of opportunity for improvement, HORNE will make recommendations to the City's management for changing systems and operations in accordance with CDBG-DR implementation best practices.

Deliverables: Three internal audit reports annually; additional reporting as requested by the City and agreed upon by HORNE.

### **Section 3: General Terms and Conditions**

#### 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 (42U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14AU.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 April19, 2013
- (h) HUD Federal Register Notice at78 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

#### **Federal Changes**

Consultant shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Consultant. The City of Moore shall provide the consultant direction as to the applicable Federal regulations, policies, and procedures that apply to the contract, and any new directives or changes to existing directives as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

#### Assignability

The Consultant shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the consultants from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

#### **Access to Records**

The Consultant agrees that the U.S. Department of Housing and Urban Development ("HUD"), the Inspectors General, the Comptroller General of the United States, the City Moore, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Consultant 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 Consultant's personnel for the purpose of interview and discussion related to such documents. Reference: (2 CFR 200.336)

#### **Record Retention Requirements**

The Consultant agrees financial records, supporting documents, statistical records, and all other Consultant records pertinent to the HUD CDBG-DR award shall be retained for a period of three years from the date of submission of the final expenditure report. HUD and the City may not impose any other record retention requirements upon the Consultant. 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 Consultant is notified in writing by HUD, the 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 HUD or the City of Moore, the 3-year retention requirement is not applicable to the Consultant. Reference: (2 CFR 200.333)

#### **Remedies for Noncompliance**

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

(a) Temporarily withhold cash payments pending correction of the deficiency by the Consultant or more severe enforcement action by HUD or 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.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by HUD.

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

#### Reference: (2 CFR 200.338)

#### **Breaches and Dispute Resolution**

- (a) Disputes Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Consultant and the Consultant shall abide by the decision.
- (b) Performance During Dispute Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Consultant shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore 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 and the Consultant arising out of or relating to this Contract 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 in Cleveland County, Oklahoma.
- (e) Rights and Remedies The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Moore or the Consultant 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 there under, except as may be specifically agreed in writing. Reference: 49 CFR Part 18

#### **Termination**

(a) The Contract may be terminated in whole or in part as follows:

 By the City of Moore, if a Consultant fails to comply with the terms and conditions of a Federal award;

(2) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Consultant shall be paid for the work performed up to the date of termination The City shall be entitled to all consultant work up to the date of termination; (3) By the City of Moore with the consent of the Consultant, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the Consultant upon sending the City of Moore or HUD written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or City of Moore determines in the case of partial termination that the reduced or modified portion of the Contract will not accomplish the purposes for which the Federal award was made, HUD or City of Moore may terminate the Contract in its entirety.

(b) When a Federal award is terminated or partially terminated, the City of Moore and the Consultant remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

#### **Equal Opportunity**

The following equal employment opportunity requirements apply to the 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 Consultant 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 Consultant 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**

- 1) 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 Consultant 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 Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- 2) The Consultant 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.
- 3) The Consultant 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**

HUD and the City of Moore reserve 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 Consultant or Sub-consultant purchases ownership with grant support. Reference: 24 CFR Subtitle A. 85.34 Copyrights

#### Lobbying

Consultants 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 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.

References: (31 U.S.C. 1352as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

# **Section 4: Insurance**

#### **Insurance Requirements**

The Consultant assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Consultant's operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the City of Moore from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Consultant or any of its agents or employees. In this connection, the Consultant shall carry Insurances in the following amounts:

Commercial Liability	\$1,000,000 Each Occurrence		
	\$1,000,000 General Aggregate		
Must include coverage for blanket contractual lia	bility for the obligations assumed under contract		
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence		
Coverage must extend to all owned, non-owned, include coverage for blanket contractual liability			
Workers' Compensation	Statutory Limits where Services are to be performed		
Must include coverage for Longshoremen's and I coverage for Federal Employers' Liability Act, if a	Harbor Workers' Compensation, if applicable, and pplicable		
Employer's Liability	\$1,000,000 Each Occurrence		
	\$1,000,000 Disease per Employee		
An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits			
Professional Liability (if applicable)	\$1,000,000 Each Claim		
	\$2,000,000 General Aggregate		

The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore. <u>THE POLICY</u> <u>SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.</u>

# **Section 5: Invoices and Payment**

Fees are based upon the time required by the individuals assigned to the engagement. Total fees for this engagement are not to exceed \$65,000. The fees are subject to adjustments based on unanticipated changes in the scope of our work. HORNE will notify the City's Project Liaison and management immediately of any circumstances which could significantly alter HORNE's fee structure.

#### Invoices

The City agrees to pay the Consultant for services rendered on the following schedule, terms and conditions:

- The Consultant agrees that the costs for services shall be defined as the Unit Prices contained in <u>Appendix A</u>;
  - a) All labor costs shall be supported by documentation of hours expended against the contract to the nearest quarter hour.
- 2) The parties agree that the expense costs for any site visits, printing expenses, or travel expenses, shall be invoiced and paid by the City as expenses are incurred. All expenses shall be supported by original receipts and shall be subject to the following limitations.
- 3) The City agrees to make full payment of any properly submitted invoice within thirty days of the invoice date.
- 4) The Consultant agrees to meet the Minority Owned, Women Owned or Section 3 business reporting requirements contained in Appendix C at the time of the Invoice;
- 5) The Consultant shall be permitted to invoice the City once each month during the contract period for reimbursement of labor and expenses incurred by CDS and its sub-contractors during the previous month.
- 6) For an Invoice to be considered "properly submitted":

a) The Invoice must be complete, accurate, have all required documentation; be signed and dated; and

b) Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated.

#### **Payments**

- 1) The City agrees to make full payment of any "properly submitted" invoice within sixty days of the invoice date.
- 2) Unless otherwise stipulated all payments will be made by electronic funds transfer from the City to the Consultant.
- 3) All Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated to receive payment.

#### **Adjustments to Rate Schedule**

- 1) The Unit Prices defined in Appendix A may be adjusted once per year on the contract anniversary date.
- 2) The Consultant will propose rate adjustments to compensate for cost increases in materials, fuel, insurance etc.
  - a. These material adjustments must be documented to the full satisfaction of the City of Moore.
  - If the Consultant and the City of Moore cannot agree on the amount of rate adjustments, the Consultant or the City of Moore may elect to terminate the contract as provided for in <u>Section 3</u>: <u>Termination</u>
  - 4) If the parties elect to terminate the Contract, the Consultant shall be bound to complete any projects currently under construction at the current contract rates for a term of no longer than 90 days at the discretion of the City of Moore

# **Section 6: Proprietary Information**

The parties agree that each will hold any proprietary information learned as a result of this Contract in confidence. The parties will not, during or after the term of this Contract, disclose such proprietary information to any other person or entity for any reason whatsoever, unless required by Title 51 O.S. Section 24A.1 et. seq.; also known as the State of Oklahoma Open Records Act.

# Section 7: Understanding and Authorization

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

### **Section 8: Modification or Amendment**

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

# **Section 9: Execution**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, however all of which together shall constitute one and the same instrument.

### **Section 10: Notifications**

All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:

Grants Manager Capital Planning and Resiliency

City of Moore 301 N. Broadway Moore, Oklahoma 73160

To: Horne LLP:

> Horne LLP Ann Cleland 1210 San Antonio St, Suite 201 Austin, TX 78701

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below,

The City of Moore:

Glenn Lewis, Mayor

Date:\_//-3-)6

Brooks Mitchell, City Clerk

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Randy Brink, City Attorney

Horne, LLP

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Date: 10/21/2014

Ann Cleland, Partner

# **APPENDIX A: UNIT PRICES**

Title	Engagement	2016	2017	2018	2019	2020
The	Rates	Renewal	Renewal	Renewal	Renewal	Renewal
Partner/Principle	317.39	322.15	326.98	331.88	336.86	341.91
Senior Manager /						
Director	282.54	286.78	291.08	295.45	299.88	304.38
Manager	223.32	226.67	230.07	233.52	237.02	240.58
Supervisor	200.04	203.04	206.09	209.18	212.32	215.5
Senior Associate	164.65	167.12	169.63	172.17	174.75	177.37
Associate	153.10	155.40	157.73	160.10	162.50	164.94
Senior Accounting Tech	135.38	137.41	139.47	141.56	143.68	145.84
Accounting Tech	106.08	107.67	109.29	110.93	112.59	114.28
Senior Administrative						
Assistant	52.58	53.37	54.17	54.98	55.80	56.64

# **APPENDIX B: SUB-CONSULTANTS**

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### **APPENDIX C: Section 3/MBE/WBE Report**

The Section 3, Minority Business Enterprise (MBE), Women Business Enterprise (WBE) Report is required for all consultants who, in the response to the original Request for Proposals, provided certification (see <u>VDR 03 – F1</u>) of Section 3, MBE or WBE status, and/or who stated an intent to utilize a certified Section 3, MBE or WBE (see <u>VDR 03 – F2</u>). The report is filed with each invoice.

Section 3/MBE/WBE Report				
Total Amount of Invoice	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the contract should the representation of fact be false.

Consultant Name	
Work Order/Task	
Order Number	
Invoice Period	
Signature	
Printed Name	
Position	

Date	

SAM Search Results List of records matching your search for : Record Status: Active DUNS Number: 075071548 Functional Area: Entity Management, Performance Information				
ENTITY Horne LLP	Status:Active			
DUNS: 075071548 +4:	CAGE Code: 4QXN7 DoDAAC:			
Expiration Date: Dec 8, 2016 Has Active Expiration Date: Dec 8, 2016	clusion?: No Delinquent Federal Debt?: No			
Address: 1020 Highland Colony Pkwy Ste 400City: RidgelandState/Province: MISSISSIPPIZIP Code: 39157-2129Country: UNITED STATES				

#### DATE (MM/DD/YYYY) **CERTIFICATE OF LIABILITY INSURANCE** ACORD 7/08/2016 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Pamela Hamilton Ross & Yerger Insurance, Inc. PHONE (A/C, No, Ext): 601-944-0959 FAX (A/C, No): 601-914-9308 P.O. Box 1139 E-MAIL ADDRESS: phamilton@rossandyerger.com Jackson, MS 39215 INSURER(S) AFFORDING COVERAGE NAIC # 601 948-2900 INSURER A : Hartford Fire Ins Co INSURED INSURER B : Hartford Casualty Insurance Horne LLP INSURER C : 1020 Highland Colony Parkway, Suite 400 INSURER D : Ridgeland, MS 39157 INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSR LTR TYPE OF INSURANCE POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) POLICY NUMBER LIMITS GENERAL LIABILITY A 43UUNHZ3503 07/08/2016 07/08/2017 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) X COMMERCIAL GENERAL LIABILITY s1,000,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) s10.000 s1,000,000 PERSONAL & ADV INJURY s2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER \$2,000,000 PRODUCTS - COMP/OP AGG POLICY PRO-JECT 100 COMBINED SINGLE LIMIT 07/08/2016 07/08/2017 (COMBINED a AUTOMOBILE LIABILITY A 43UUNHZ3503 s1,000,000 Х BODILY INJURY (Per person) ANY AUTO \$ ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) S AUTOS NON-OWNED PROPERTY DAMAGE X Х HIRED AUTOS \$ AUTOS (Per accident) \$ X UMBRELLA LIAB в X OCCUR 43RHUHZ2034 07/08/2016 07/08/2017 EACH OCCURRENCE \$5,000,000 EXCESS LIAB CLAIMS-MADE \$5,000,000 AGGREGATE DED X RETENTION \$10,000 S WORKERS COMPENSATION WC STATU-TORY LIMITS OTH-AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE **City of Moore** THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 301 N. Broadway ACCORDANCE WITH THE POLICY PROVISIONS. Moore, OK 73160

HORLL

AUTHORIZED REPRESENTATIVE

Dudley A. Wooley

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Client#: 14328