JACKSONVILLE FIRE AND RESCUE

March 11, 2019

MEMORANDUM

TO: Greg W. Pease, Chief of Procurement Division

FROM: Steve Woodard, Director, Emergency Preparedness Division, Fire and Rescue Department

RE: P05-17 Disaster Recovery Consulting Services

That Contract No. 10144-02 between the City of Jacksonville and Ernst & Young, LLP for Disaster Recovery Consulting Services currently in the second renewal option period, a previously approved extension of services from February 8, 2019 to February 7, 2020; increase the maximum indebtedness by $1,500,000 to a new not-to-exceed total maximum indebtedness of $5,039,494.

These funds would be applied to the following accounts: $125,000 for Hurricane Matthew (DR4283) FREP165-AFA017-01-03109; $1,375,000 for Hurricane Irma (DR4337) FREP165-AFA017-02-03109.

All other terms and conditions shall remain the same.

Your assistance in concurring with this recommendation for the respective award is appreciated. If you have questions or need additional information regarding this request, please contact Steve Woodard at 904-255-3128.

Attachments: P0-05-17
Scope of Services

515 N. Julia Street | Jacksonville, FL 32202-4128 | Phone: 904-255-3110 | Fax: 904-630-0600 | swoodard@coj.net

10144-02
Amd 4

FOURTH AMENDMENT TO SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
ERNST & YOUNG, LLP
FOR DISASTER RECOVERY CONSULTING SERVICES

THIS FOURTH AMENDMENT to Services Contract for disaster recovery consulting services (the "Services") is made and entered into this 13 day of Feb, 2019, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "City"), and ERNST & YOUNG, LLP, a professional services company with its principal office at 5 Times Square, 14th Floor, New York, New York 10036-6530 (the "Contractor").

RECITALS:

WHEREAS, on March 1, 2017, the parties made and entered into City of Jacksonville Contract No. 10144-02 (the "Contract") for the Services; and

WHEREAS, said Contract has been amended three (3) times previously; and

WHEREAS, said Contract should be amended further by exercising the second of three (3) one-year renewal options so as to extend the period of service from February 8, 2019, through February 7, 2020, with one (1) one-year renewal option remaining, with no increase in the maximum indebtedness, such maximum indebtedness remaining an amount not to exceed $3,539,494.00, and with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 4 of said Contract is amended by exercising the second of three (3) one-year renewal options so as to extend the period of service from February 8, 2019, through February 7, 2020, with one (1) one-year renewal option remaining, and as amended shall read as follows:

> "4. **Term**. The period of service of this Contract shall commence on February 8, 2017, run for three years and expire on February 19, 2020, unless sooner terminated by either party in accordance with the terms of the RFP. This contract may be renewed for one (1) additional one-year period by (i) City at its sole discretion upon written notice to Contractor at least 60 days prior to the end of the then-current term or (ii) upon mutual agreement of the parties."

3. The maximum indebtedness shall remain an amount not to exceed $3,539,494.00.

Encumbrance and funding information for internal City use:

Account: ..... Contract Extension Only

Amount: $0

Total Maximum Indebtedness Remains..... $3,539,494.00

This above stated amount is the maximum fixed monetary amount of the foregoing Contract for the first year of the Contract.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Director of Finance
City Contract 10144-02; 4th Amendment

Form Approve

Corporation Secretary

GC-#1261666-v1-ERNST_&_YOUNG_10144-02_AMD_#4_DISASTER_RECOVERY_12919

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the day and year first above written.

ATTEST:

James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

WITNESS:

Signature

Type/Print Name

Title

ERNST & YOUNG, LLP

Signature

Allen Melton

Type/Print Name

Partner

Title

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

January 24, 2019

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

70182

Dear Mayor Curry:

Ref: P-05-17 Disaster Recovery Consulting Services (Amendment No. 4)
Jacksonville Fire and Rescue Department/Emergency Preparedness Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above referenced contract.

The following motion/recommendation was **adopted:**

That Contract No. 10144-02 between the City of Jacksonville and Ernst & Young, LLP for Disaster Recovery Consulting Services is amended to: exercise the 2nd of three (3) renewal options extending the period of service from February 8, 2019 through February 7, 2020 with one renewal option remaining. The maximum indebtedness shall remain a not-to-exceed amount of $3,539,494.00. All other terms and conditions, as previously amended, shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's Ordinances, Procurement policies and procedures and applicable Federal and State laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 28th day of January, 2019

GP:ab

cc Council Auditor
Jeff Close, OGC
Melba Gray, GAD
Subcommittee Members

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05