JACKSONVILLE FIRE AND RESCUE

November 14, 2017

MEMORANDUM

TO: Greg W. Pease, Chief of Procurement Division

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

RE: P-05-17 Disaster Recovery Consultant Contract (10144-02)

Request is made to execute the first amendment to P-05-17, Contract 10144-02 between Ernst & Young and the City of Jacksonville to: (i) increase the maximum indebtedness by $675,000 to a new not-to-exceed total maximum indebtedness of $1,575,000. All other terms and conditions shall remain the same.

Your assistance in concurring with this recommendation for the respective contract is appreciated. If you have questions or need additional information regarding this request, please contact Steve Woodard at 255-3123.

Attachments: Contract 10144-02

Building a better working world

Ernst & Young LLP
2926 Gran Bay Pkwy
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ey.com

November 14, 2017

Mr. Gregory Pease
Chief, Procurement Division
City of Jacksonville
214 N. Hogan Street, Room 105
Jacksonville, Florida 32202

Re: Expanded Work for Disaster Recovery Consulting Services - RFP# P-05-17

Dear Mr. Pease:

Ernst & Young LLP (EY) is in need of an extension of additional funds to continue our work with the Jacksonville Fire and Rescue Department/Emergency Management Division (JFRD) for the work within the Disaster Recovery Consulting Services - Request for Proposals (RFP). This extension only applies to the funds and will not change the scope of work that has been established in the current contract, #10144-01.

We are requesting these additional funds as there have been numerous and unforeseen costs for Hurricane Matthew. In addition to the unforeseen costs of Hurricane Matthew, the City of Jacksonville (City) was directly affected by Hurricane Irma in September of 2017. This additional disaster has caused the current contract to be eroded at a pace that was not originally budgeted. As per the scope of work established in the contract between EY and the City, EY has the ability to conduct work that is related to Hurricane Irma and still be federally compliant. We have conducted an analysis to determine the amount of funds required to finish the current contract and get us through to February 8, 2018. The analysis conducted is summarized as follows:

Funds Estimated For Matthew (DR4283)	$	415,000
Funds Estimated For Irma (DR4337)	$	260,000
Total Contract	**$**	**675,000**

The analysis is based upon the scope of work that was agreed upon in the current contract and takes into account tasks to move the remaining project worksheets (PWs) forward for Hurricane Matthew, assist in Hurricane Matthew closeout and also begin the process for Hurricane Irma recovery tasks. We understand that there will be ad hoc requests that arise during the recovery process; however, since they are by definition requests that are not known in advance, EY could not budget for them in the forecast. EY will gladly abide by the City's requests but depending on the volume and complexity of these requests, there may be a chance that the forecasted funds could be eroded prior to February 8, 2018. We will communicate to the City when we are asked to perform one of these requests to keep all parties abreast of the situation.

We believe EY is well qualified to keep providing these services to the City. We are currently supporting the City with grant management, compliance and administrative services in connection

with the applications for reimbursement from State and Federal agencies and feel that we have a built a strong relationship with JFRD, the City, each City department, the State of Florida, the past FEMA teams and the current FEMA team. We have been successful in assisting the City in submitting PWs in excess of $32M because we have intimate knowledge and expertise in operations and procedures employed by the State of Florida and FEMA in its application for reimbursement and procedural processes. With the extension of additional funds, EY plans to conduct recovery tasks for Hurricane Matthew and Hurricane Irma; please refer to the attached document for specific tasks.

The EY team has greatly enjoyed working with the City and JFRD for the last twelve months and look forward to a long lasting relationship. We are already in the process of developing a timeline and work plan for the next contract extension for February 9, 2018 to February 9, 2019. We intend to provide that information to the City in January so that both sides can have time to discuss favorable terms without having any disruption of service.

We reviewed the terms and conditions of the City's Request for Proposal for Disaster Recovery Consulting Services (the "RFP") and are open to using the terms and conditions in the RFP as a basis for finalizing the engagement agreement. We do have comments on those terms and can provide them if requested. As a general matter, a number of our proposed changes are necessary because Ernst & Young LLP is a member of the American Institute of Certified Public Accountants ("AICPA"), and therefore, all services provided by Ernst & Young LLP and its affiliates are subject to the independence and professional conduct rules of the AICPA. This analysis is based on our current level of understanding of the City's needs and, consequently, it is not intended to be an offer, and a binding agreement between us shall exist only upon execution of a mutually acceptable contract. We expect to resolve any differences, including any other issues that may arise while finalizing the definitive agreement, to our mutual satisfaction and are looking forward to the execution of a mutually acceptable contract.

If you have additional questions or need more information, please contact me at 1 (817) 706-7108 or allen.melton@ey.com. Thank you for an opportunity to keep serving the City of Jacksonville.

Yours sincerely,

Allen Melton
Partner

For the disaster recovery process, EY generally conducts the tasks listed below to move projects through payment and closeout. The activities show what projects are in which phase of the recovery process lifecycle. To clarify, this is a snapshot of the current work queue and not an exhaustive list of what is required for each project. As a phase is completed for a project, that project then moves to the next subsequent phase and so on until it is paid and closed out. The tasks are split between Hurricane Matthew and Hurricane Irma as Hurricane Matthew is substantially further along in the process than Hurricane Irma.

Hurricane Matthew:

- Assisting EPD with a weekly status update to the City
- Tracking time and expenses that are reimbursable from FEMA as Direct Administrative Costs (DAC)
- Scoping of damage descriptions and dimensions
    - Emergency Protective Measures - City of Jacksonville (JAX002B)
    - Emergency Protective Measures - Jacksonville Sheriff's Office (JAX003B)
    - Buildings (JAX001E)
- Providing supporting documentation to FEMA to write PWs
    - Emergency Protective Measures - City of Jacksonville (JAX002B)
    - Emergency Protective Measures - Jacksonville Sheriff's Office (JAX003B)
    - Huguenot Road (JAX003C)
    - Rogero Road (JAX003D)
    - County Dock (JAX005G)
    - Wheat Road Park (JAX006G)
    - Parks - 1/31 (JAX007G)
- Reviewing of draft PWs for accuracy and completeness
    - Marianna Road (JAX002C)
    - Bridges (JAX004C)
    - Alhambra Outfall (JAX001D)
    - Jacksonville Beach Pier (JAX001G)
- Providing payment documents to the State for Request for Reimbursement (RFR) once PW is obligated
    - Debris - 0 to 30 (JAX001A)

  - Debris - 31 to 90 (JAX003A)
  - Debris - 91+ (JAX004A/5A)
  - Emergency Protective Measures - Jacksonville Fire and Rescue (JAX001B)
  - Dunes (JAX002G)
- Resolving disputes with FEMA and FDEM by preparing amendments and appeals
  - Emergency Protective Measures - Mosquito Vector (JAX004B)
  - Fences (JAX016G)
  - Small Docks (JAX011G)
  - SMG Facilities (JAX015G)
- Providing assistance in project closeout process and sub-grantee closeout process
- Assisting Risk Management with the insurance process including providing final damage amounts

Hurricane Irma:

- Attending Recovery Scoping Meetings (RSMs)
- Compiling damaged sites and initial estimates for the FEMA required Damage Inventory
- Providing qualified individuals to attend site visits with FEMA and EPD
- Compiling, reviewing and providing FEMA with current City contracts and policies
- Assisting EPD with a weekly status update to the City
- Tracking time and expenses that are reimbursable from FEMA as DAC
- Reviewing and updating a weekly Request for Information (RFI) to provide to all City departments
- Representing the City and attending meetings with FEMA, State Emergency Management and with Emergency Preparedness representatives.
- Reviewing request for proposals (RFPs) to confirm their compliance with FEMA 2CFR guidelines
- Assisting the City with potential mitigation opportunities available for damaged sites
- Developing hazard mitigation proposals for the Hazard Mitigation Grant Program (HMGP)
- Coordinate the development of PWs and other documented versions as required for FDEM and FEMA.

10144-02
P-05-17

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

THIS CONTRACT for disaster recovery consulting services is made and entered into this 1st day of March, 2017 (the "Effective Date"), 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").

WHEREAS, City issued Request for Proposal No. P-05-17 (the "RFP") for certain disaster recovery consulting services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP, City has negotiated and awarded this Contract to Contractor; now therefore

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

1. **Performance of Services.** Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Schedule of Proposed Prices/Rates, attached hereto as **Exhibit B** and incorporated herein by this reference.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the initial annual period of service shall be a fixed monetary amount not-to-exceed NINE HUNDRED THOUSAND AND 00/100 DOLLARS ($900,000.00).

4. **Term.** The period of service of this Contract shall commence on February 9, 2017, run for a period of one year, and expire on February 8, 2018 unless sooner terminated by

either party in accordance with the terms of the RFP. This Contract may be renewed for up to three additional one (1) year periods 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 the mutual agreement of the parties

5. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(i) This document, as modified by any subsequent signed amendments.

(ii) Any amendments to the RFP.

(iii) Specific information regarding the RFP (Section 1 of the RFP).

(iv) Description of Services and Deliverables (Section 4 of the RFP).

(v) General Instructions to Respondents (Section 2 of the RFP).

(vi) General Contract Conditions (Section 3 of the RFP).

(vii) Any Purchase Order under the Contract.

(viii) The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Federal Procurement Requirements.** The required federal procurement contract clauses set forth in Attachment E to the RFP are incorporated herein and made a part of this Contract by this reference. In addition to the federal procurement contract clauses in Attachment E to the RFP, the supplemental federal procurement contract clauses set forth in **Exhibit C**, attached hereto, are incorporated herein and made a part hereof by this reference.

7. **Indemnity and Insurance.** Contractor's responsibilities and obligations with respect to indemnity shall be as set forth in Attachment F to the RFP. Contractor's responsibilities and obligations with respect to insurance coverages shall be as set forth in Attachment G to the RFP.

8. **Nonwaiver, Mediation, Arbitration. and Limitation of Liability.**

8.1. Nonwaiver. Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, City's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any

rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

8.2 Mediation. A party shall submit a dispute under this Agreement to mediation by written notice to the other party or parties. The mediator shall be selected by the parties and must be acceptable to all parties. The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties may pursue all remedies available under this Agreement.

8.3 Arbitration. The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY or EY audit client or have threatened or filed any claim, or have an existing claim, against the City or otherwise is not able to perform his or her duties impartially.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the

arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

To the extent permitted by applicable law, all aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards or applicable laws. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction. Each party shall bear its own attorneys' fees in the arbitration and the parties shall share equally all other fees and costs of the arbitration. Venue for arbitration under this Agreement shall be in Jacksonville, Duval County, Florida.

8.4 Limitation of Liability.

i. Neither City nor Contractor shall be liable, in contract or tort, under statute or otherwise, for any consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data, or goodwill, whether or not the likelihood of such loss or damage was contemplated.

ii. Notwithstanding any other provision herein to the contrary and to the extent permitted by Florida law, for all damages arising out of or related to this Agreement, Contractor's liability will be limited to a maximum amount of TWO MILLION DOLLARS ($2,000,000.00). The foregoing limitations of liability do not apply to (i) personal injury, death, tangible, intellectual, or real property damage, (ii) claims arising under any indemnity or warranty provisions of this Agreement, or (iii) losses caused by Company's fraud or

willful misconduct or to the extent prohibited by applicable law or professional regulations.

9. **Notice.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Steven Woodard, Emergency Preparedness Director
Jacksonville Fire and Rescue Department
515 Julia Street – 4th Floor
Jacksonville, Florida 32202

As to Contractor:

Allen Melton, Partner Assurance Services
Ernst & Young, LLP
2323 Victory Avenue, Suite 2000
Dallas, Texas 75219

8. **Contract Managers.** Each Party shall designate a Contract Manager during the Term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, City's Contract Manager is Steven Woodard (Phone: 904.255.8728; Fax: 904.255.8948; swoodard@coj.net), and Contractor's Contract Manager is Allen Melton (Phone: 214.969.8839; Fax: 866.697.1798; allen.melton@ey.com). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided by email.

9. **Public Records.** In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(i) Keep and maintain public records required by City to perform the services; and

(ii) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(iv) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

10. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

11. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only

when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

12. **Counterparts.** This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

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

WITNESS:

By _____
Signature

_____
Type/Print Name

_____
Title

ERNST & YOUNG, LLP

By _____
Signature

ALLEN MELTON
Type/Print Name

PARTNER
Title

Encumbrance and funding information for internal City use:

Account..... FREP165-AFA017-01-03109

Amount.....$900,000.00

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

Form Approve:

Office of General Counsel

ernst&young disasterrecoveryconsultants profserv 020717 docx

Exhibit A

Scope of Work

Description of Services and Deliverables

Requirements for Contractor:

• Make recommendations and provide guidance on Federal and State of Florida Emergency Management, disaster programs, rules and regulations.

• Develop, manage, administer and audit the State / FEMA Public Assistance Program for the City of Jacksonville/Emergency Preparedness Division (EPD).

• Provide credentialed staff with in depth knowledge and subject matter experience working with FEMA to include DHS, FEMA, OIG and other relevant personnel on staff of Contractor.

• Make recommendations to the City of Jacksonville, EPD, Administrators, City Council, etc. based on extensive knowledge of the FEMA Public Assistance Program guidelines and requirements for eligibility and availability of grants.

• Provide technical assistance and advisory services related to recovery from Federal Disasters.

• Develop and implement strategies designed to maximize federal and state assistance.

• Provide support for strategic planning and coordination of all recovery efforts.

• Review contracts and purchasing documentation to ensure compliance with the Super Circular.

• Represent the CITY OF JACKSONVILLE and attend meetings with FEMA, State Emergency Management and with Emergency Preparedness representatives.

• Coordinate the development of Project Worksheets, (PW's) and other documented versions as required for State Emergency Management and FEMA.

• Develop hazard mitigation proposals under Section 406 of the Stafford Act. Identify, develop and evaluate opportunities for hazard mitigation projects to reduce or eliminate risk from future events. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Pre-Disaster Mitigation, CDBG and other mitigation programs.

• Provide technical assistance and advisory services on FEMA's Section 428 program as well as the Sandy Recovery Improvement Act.

• Compile documentation for Project Worksheets, and identify permit and regulatory requirements necessary to get Project Worksheets completed. Provide assistance and oversight as needed for departments and offices that have difficulty completing necessary documentation.

• Resolve disputes with FEMA and State Emergency Management, including the preparation of appeals or responses to arbitration if necessary.

• Assist applicants through Inspector General Audits

• Prepare grant close-out documents, files, reports, etc. to ensure funding is retained and record documents in Florida PA.org

The Contractor shall provide continuous monitoring to achieve the City's goal of effectively obtaining the reimbursements available from FEMA and other reimbursing agencies for the damages incurred and provide a dedicated team of multi-disciplined professionals to manage and oversee all aspects of the federal disaster recovery process to include the following deliverables:

• Measure and formulate initial and joint damage assessments for City, FDEM and FEMA needs. To the extent, the City has already begun the assessment process; assist in consolidating information into a presentable format for FEMA.

• Document all disaster volunteer activity and measure value to apply against City's share of Emergency projects

• Attend and participate in key meetings such as the applicant briefing, kickoff meeting, ad hoc FEMA or FDEM meetings, or others at the direction of the City. Document meeting minutes, key information provided by City/FEMA, and positions rendered to minimize rework and data loss caused by FEMA personnel turnover.

• Provide applicant briefings regarding alternate sources of funding beyond FEMA, such as property insurance policies, HUD CDBG-DR, Department of Transportation, etc.

• Prepare Request for Public Assistance (RPA) as well as other documents needed for account activation with FEMA and FDEM (Direct Deposit Authorization – DDA, Designated

Authorized Agent – DAA, etc.). Assist the City in preparing responses to FDEM risk assessments, as applicable, and other pre-award activity.

• Coordinate the scheduling of site visits with FEMA to ensure appropriate City personnel are available and prepared for such meetings. Participate in FEMA's site visits to damaged areas, debris staging, and other pre-project formulation efforts.

• Prepare Preliminary Cost Estimates and Project Scope Formulation. Review projects (and

assumptions/estimates therein) as written by FEMA to ensure complete and accurate projects are written. Assist the City in gathering information for FEMA's use in project formulation.

• Obtain Immediate Needs Funding or cash advances by project to the extent eligible and needed.

• Compile reports to document City employee labor, equipment usage, and material consumption in a manner that meets FEMA standards for force account labor, equipment and materials.

• Enter all Request for Reimbursements (RFR's), quarterly reports and supporting documentation in FloridaPA.org

• Compile reports to document any City, consultant/contractor hours and expenses at a detailed level in order to be classified as direct administrative costs (DAC) and eligible for reimbursement.

• Review the City's insurance policies, as applicable; to ensure FEMA appropriately deducts only portions related to the specific projects written.

• Advise officials and administrators where there are potential opportunities for the City to restore assets in a more strategic or resilient manner, and prepare documentation for the hazard mitigation (Section 406 of the Stafford Act), improved or alternate project requests.

• Advise officials and administrators of opportunities under the Hazard Mitigation Grant Program (Section 404 of the Stafford Act) for the City and prepare reports, costs benefit analysis or applications necessary for any 404 requests with the State of Florida.

• Identify potential 428 projects (Sandy Recovery Improvement Act) that would be beneficial to the City and inform the City of the benefits/risks of this program.

• Perform a gap analysis of FEMA reimbursement deficiencies for the City.

• Review Eligibility Assessments made by FEMA or FDEM that may affect the City's projects.

• Work with FEMA and FDEM to avoid the appeals process by addressing through more manageable means, such as project amendment.

• Prepare all correspondence and supporting documentation for the appeals process for any eligibility or other rulings out of favor of the City.

• Set up document retention procedures that are required beyond normal City policies, as FEMA requires document retention three years subsequent to closeout. For a point of reference, FEMA has still not closed out Hurricanes Sandy (2012), Ike (2008) or Katrina (2005).

• Conduct project completion site inspections to ensure project scopes of work were

appropriately achieved and documented.

• Assist in Project Closeout process and Sub-grant closeout process.

• To the extent necessary, assist in any Inspector General (IG) audits.

• Provide engineers to conduct assessments of City facilities, as directed by the City (there are over 400 facilities).

• Prepare and/or collaborate with Risk Management on insurance claims

• Assist with Environmental and historic Preservation (EHP) process, documentation and approvals required for projects.

Exhibit B

Schedule of Proposed Prices/Rates

Item 1 - Price Sheet

NAME OF CONSULTANT Ernst & Young LLP

Proposal Number P-05-17

SCHEDULE OF PROPOSED PRICES/RATES

1. If charges are based on hours worked, the hourly direct labor rates, the rates are inclusive of general and administrative expenses and profit:

Principal (Partner or Senior Officer):	$ 417 hr.
Senior Consultant (Responsible Professional):	$ 310 hr.
Consultant:	$ 242 hr.
Junior Consultant:	$ 165 hr.
Program & Admin Support:	$ 125 hr.

3. Equipment Direct Costs Only (if applicable): $ N/A

4. Please provide any other relevant rates that may apply to this project including direct hourly labor rates for other categories of proposed personnel.

5. Total Cost: Estimated percent of claimed damages: <1 %

Travel expenses such as lodging and per diem will follow guidelines established by the US General Services Administration (GSA) applicable rates for the area.

Exhibit C

Supplemental Required Federal Contract Clauses

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain the following provisions, as applicable:

1. Contract Work Hours and Safety Standards Act.

   (1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

   (3) Withholding for unpaid wages and liquidated damages. The City of Jacksonville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2. Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the State of Florida and understands and agrees that the State of Florida will, in turn, report each violation as required to assure notification to the City of Jacksonville, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

2. Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The contractor agrees to report each violation to the State of Florida and understands and agrees that the State of Florida will, in turn, report each violation to the City of

Jacksonville, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Procurement of Recovered Materials.

(1) In the performance of the contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

4. Additional FEMA requirements: Access to Records.

(1) The contractor agrees to provide the State of Florida, City of Jacksonville, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

February 2, 2017

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

Dear Mayor Curry:

Ref: P-05-17 Disaster Recovery Consulting Services
JFRD/Division of Emergency Preparedness

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company for the above-captioned project.

The following motion/recommendation was adopted:

That the City of Jacksonville enter into a Contract with Ernst & Young LLP to provide Disaster Recovery Consulting Services to; (i) incorporate the attached Scope of Services identified as Exhibit 'A'; (ii) incorporate the attached Contract Fee Schedule identified as Exhibit 'B'; (iii) provide a period of service from February 9, 2017, to one year with three (3) one-year renewal options; and (iv) provide a not-to-exceed maximum indebtedness of $900,000.00. All other terms and conditions are as negotiated and provided in the RFP. Nothing contained herein shall be amended, modified, or otherwise revised without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

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

APPROVED:

Lenny Curry, Mayor

This 6th day of February, 2017

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

GP ab

cc: Council Auditor
Julie Davis OGC
Melba Gary, CAO
Subcommittee Members