



**Amendment #1  
Contract Renewal  
Contract Number 973-000-14-02  
Financial and Performance Audits**

**This Amendment** ("Amendment"), to contract number **973-000-14-02** ("Contract") is between the State of Florida, Department of Management Services ("Department") and Ernst & Young, LLP, (Contractor"). The Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

**1.0 CONTRACT RENEWAL**

The Department hereby executes its renewal option for a three year period pursuant to Section 287.057(13), Florida Statutes. The new contract expiration date is January 15, 2020.

**2.0 PUBLIC RECORDS**

Section 16., **PUBLIC RECORDS**, is hereby deleted in its entirety and replaced with the following:

If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) 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 the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (e) Public Records: IF THE 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 CONTRACT MANAGER.

**3.0 RENEWAL PRICING**



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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Effective January 15, 2017, Exhibit D, Contractor Pricing is hereby deleted in its entirety and replaced with Exhibit D, Contractor Renewal Pricing.


**4.0 CONFLICT**

To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract remain in full force.


**5.0 WARRANTY OF AUTHORITY**

Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**State of Florida,  
Department of Management Services**

By:   
Name: Debra Forbess  
Title: Director of Finance  
and Administration  
Date: 9/8/16

**Ernst & Young, LLP**

By:   
Name: Jeffrey A. Sopshin  
Title: Partner  
Date: 8/18/2016