

C5-21-044

# BOCC CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM 3082

## GENERAL INFORMATION

Requesting Department Planning Department

Contact Person: Laurie Goltry

Telephone: (904) 530-6300 Fax: ( ) \_\_\_\_\_ Email: lgoltry@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Oceania Flood Services, LLC

Address: 8511 Palacio Terrace North Naples FL 34114

City State Zip

Contractor's Administrator Name: Christopher Mason, CFM Title: Chief Executive Officer

Telephone: (972) 821-9048 Fax: ( ) \_\_\_\_\_ Email: christopher.mason@oceaniafloodservices.com

### IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Christopher Mason

Authorized Signatory Email: christopher.mason@oceaniafloodservices.com

## CONTRACT INFORMATION

Contract Name: CRS Consultation & Documentation

Description: To provide Community Rating System Consultation, Verification & Documentation Services

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: \_\_\_\_\_ Amount per Period: \_\_\_\_\_

Total Amount of Contract: NTE \$10,000.00

APPROXIMATE IF NECESSARY

Source of Funds: 04247515/531025 Termination/Cancellation: \_\_\_\_\_

Authorized Signatory: Taco Pope

### IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution: 11/30/21

Status:  New \_\_\_\_\_ Renew \_\_\_\_\_ Amend# \_\_\_\_\_ WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

5.8 Professional Svcs

### If Processing an Amendment:

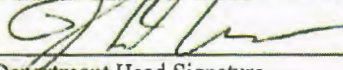
Contract #: \_\_\_\_\_ Increased Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amendment Amount: \_\_\_\_\_

Continued on next page

<b>CHECKLIST</b>		
<i>Complete and attach before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Certified Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	JD
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	JD
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	JD
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	JD
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	JD
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	JD
Term of Contract	Start and end dates of contract are included. Any renewals are included.	JD
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	JD
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	JD
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	JD
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	JD
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	JD

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1.  9/24/2021 Planning Department  
 Department Head Signature Date Submitting Department
2. Marshall Eyrman 10/13/2021 04247515/531025  
 Procurement Date Funding Source/Acct #
3. Megan Diehl 10/19/2021  
 Office of Management & Budget Date
4. Denise B. May, Esq., BCS 10/19/2021  
 County Attorney/Contract Management Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Pope, AICP 10/20/2021  
 County Manager Date

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

Original: Clerk's Services; Contractor (original or certified copy)  
 Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance



VENDOR NAME/ADDRESS  
 Oceania Flood Services, LLC  
 8511 Palacio Terrace North  
 Naples, FL 34114

NASSAU COUNTY  
**BOARD OF COUNTY COMMISSIONERS**  
 96135 Nassau Place Suite 1  
 Yulee, FL 32097

PAGE

1 OF 1

DEPARTMENT  
 Planning Department

Laurie Goltry

REQUESTED BY:

VENDOR NUMBER	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	PURCHASE ORDER TOTAL	DISCOUNT TERMS
		9/24/2021	\$10,000.00	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	CRS: To provide community rating system consultation, verification & documentation services, for an upcoming FEMA visit on 11/5/21.			\$10,000.00
	5.8 Other Professional Services			
	*****GL SUMMARY *****			
	04247515 - 531025			

ORIGINAL - FINANCE COPY Subtotal \$10,000.00  
 COPY- DEPARTMENT COPY Total \$10,000.00

**Department Head**  
 I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.  
[Signature] 9/24/2021

**Office of Management and Budget**  
 I certify that, to the best of my knowledge, funds are available for payment and this purchase consistent with the Nassau County Purchasing Policy.  
Megan Diehl 10/19/2021

**County Manager**  
 I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.  
Tara E. Popy AICP 10/20/2021

# CONSULTING AGREEMENT

10/20/21

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 12th day of October, 2021.

## CLIENT

Nassau County Board of County  
Commissioners  
96135 Nassau Pl. Suite 1, Yulee, FL 32097  
  
(the "Client")

## CONSULTANT

Oceania Flood Services LLC  
8511 Palacio Terrace N, Naples, FL 34114  
  
(the "Consultant")

## BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Provide Community Rating System Verification Consultation & Documentation Services, as more fully described in "Attachment A" Scope of Work & Services.
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until 11/30/2021, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.



4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 14 days written notice to the other Party.

## PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## COMPENSATION

7. The Consultant will charge the Client for the Services at the rate of \$100.00 per hour (the "Compensation"). Services provided are not to exceed \$10,000.00 in total compensation.
8. The Client will be invoiced every month.
9. Invoices submitted by the Consultant to the Client are due within 45 days of receipt.
10. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## CONFIDENTIALITY

- ~~11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.~~
- ~~12. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.~~
- ~~13. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.~~
14. NONDISCLOSURE OF PROPRIETARY INFORMATION: Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

- 15.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 16.** The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

## **RETURN OF PROPERTY**

- 17.** Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **CAPACITY/INDEPENDENT CONTRACTOR**

- 18.** In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

## **RIGHT OF SUBSTITUTION**

- 19.** Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- 20.** In the event that the Consultant hires a sub-contractor:
- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.



## AUTONOMY

21. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

## EQUIPMENT

22. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

## NO EXCLUSIVITY

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## NOTICE

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Nassau County Board of County Commissioners  
96135 Nassau Pl. Suite 1, Yulee, FL 32097
- b. Oceania Flood Services LLC  
8511 Palacio Terrace N, Naples, FL 34114

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## INDEMNIFICATION

~~25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.~~ Consultant shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses and costs, including but

not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.

#### **MODIFICATION OF AGREEMENT**

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **TIME OF THE ESSENCE**

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **ASSIGNMENT**

28. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **ENTIRE AGREEMENT**

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **ENUREMENT**

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **TITLES/HEADINGS**

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **GENDER**

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### **GOVERNING LAW**

33. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

#### **SEVERABILITY**

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.



**WAIVER**

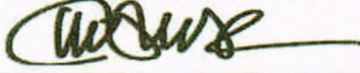
**35.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 20 day of October, 2021.

Nassau County Board of County Commissioners

Per: Taco E. Pope, AICP (Seal)  
Officer's Name: Taco E. Pope, AICP  
County Manager

Oceania Flood Services LLC

Per:  (Seal)  
Officer's Name: Christopher Mason



## Attachment A

# SCOPE OF WORK AND SERVICES

9/21/2021

Project: Nassau County CRS 5-Year Verification Visit

- A. Glossary
- B. Background
- C. Project Overview
- D. Description of Services
- E. Deliverables
- F. Period of Performance
- G. Payment Terms & Invoicing





## Glossary of Acronyms

ASFHA: Adjusted Special Flood Hazard Area

CEMP: Comprehensive Emergency Management Plan

CRS - Community Rating System

FBC: Florida Building Code

GIS: Geographic Information Systems

ISAA: Information Sharing Access Agreement

ISO: Insurance Services Office

LDC: Land Development Code

NFIP - National Flood Insurance Program

LMS: Local Mitigation Strategy

RLP: Repetitive Loss Property

RLAA: Repetitive Loss Analysis

SFHA: Special Flood Hazard Area



## Background

Nassau County has participated in the National Flood Insurance Program's Community Rating System since May of 2017. The County's entrance into the program afforded the community a Class 8 Ranking. The Class 8 Ranking offers County property owners, whose property (structures) located in high-risk Special Flood Hazard Areas (SFHA), a 10% discount on their flood insurance premiums. Please see the CRS classes, credit points and premium discount table below:

<b>Table 110-1. CRS classes, credit points, and premium discounts.</b>			
<b>CRS Class</b>	<b>Credit Points (cT)</b>	<b>Premium Reduction</b>	
		<b>In SFHA</b>	<b>Outside SFHA</b>
1	4,500+	45%	10%
2	4,000–4,499	40%	10%
3	3,500–3,999	35%	10%
4	3,000–3,499	30%	10%
5	2,500–2,999	25%	10%
6	2,000–2,499	20%	10%
7	1,500–1,999	15%	5%
8	1,000–1,499	10%	5%
9	500–999	5%	5%
10	0–499	0	0

**SFHA: Zones A, AE, A1–A30, V, V1–V30, AO, and AH**

**Outside the SFHA: Zones X, B, C, A99, AR, and D**

*Preferred Risk Policies are not eligible for CRS premium discounts because they already have premiums lower than other policies. Preferred Risk Policies are available only in B, C, and X Zones for properties that are shown to have a minimal risk of flood damage.*

*Some minus-rated policies may not be eligible for CRS premium discounts.*

*Premium discounts are subject to change.*

Source: NFIP CRS Coordinators Manual FIA-15/2017

Nassau County has maintained its commitment to the CRS program over the past 5 years through the yearly Recertification Process. Each year, the community's chief executive officer must recertify that the community is continuing to implement the activities for which credit has been awarded.





As of the Spring of 2017, Nassau County had a total of 7022 flood insurance policies in force totaling a premium total of \$3,698,938. At that time, \$195,116 was offered in discounts to policy holders in the Unincorporated Areas of Nassau County. Please see a detailed list of savings below.

Community:		NASSAU COUNTY*		State:	FLORIDA	
County:		NASSAU COUNTY ▼		CID:	120170	
				Current CRS Class = 10		(Printable Version)
		TOTAL	SFHA *	X-STD/AR/A99 **	PRP ***	
	PIF	7,022	1,673	2,107	3,242	
	PREMIUM	\$3,698,938	\$1,464,445	\$973,434	\$1,261,059	
	AVERAGE PREMIUM	\$527	\$875	\$462	\$389	
CRS Class						
09	Per Policy	\$17	\$44	\$23	\$0	
	Per Community	\$121,894	\$73,222	\$48,672	\$0	
08	Per Policy	\$28	\$88	\$23	\$0	
	Per Community	\$195,116	\$146,444	\$48,672	\$0	
07	Per Policy	\$38	\$131	\$23	\$0	
	Per Community	\$268,338	\$219,667	\$48,672	\$0	
06	Per Policy	\$56	\$175	\$46	\$0	
	Per Community	\$390,232	\$292,889	\$97,343	\$0	
05	Per Policy	\$68	\$219	\$46	\$0	
	Per Community	\$483,454	\$386,111	\$97,343	\$0	
04	Per Policy	\$76	\$263	\$46	\$0	
	Per Community	\$536,677	\$439,333	\$97,343	\$0	
03	Per Policy	\$87	\$306	\$46	\$0	
	Per Community	\$609,899	\$512,555	\$97,343	\$0	
02	Per Policy	\$97	\$350	\$46	\$0	
	Per Community	\$683,121	\$585,778	\$97,343	\$0	
01	Per Policy	\$108	\$394	\$46	\$0	
	Per Community	\$756,343	\$659,000	\$97,343	\$0	

\* SFHA (Zones A, AE, A1-A30, V, V1-V30, AO, and AH): Discount varies depending on class.

\*\* SFHA (Zones A99, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO): 10% discount for Classes 1-6; 5% discount for Classes 7-9.

\*\*\* Preferred Risk Policies are not eligible for CRS Premium Discounts.

Source: Insurance Services Office, Inc.

Over the past 5 years, it is conceivable that policy counts have grown within the Unincorporated portion of Nassau County, providing a larger discount total.



## Project Overview

After contact with County staff, it appears that Nassau County will be required to complete the CRS 5-Year Verification process in the Fall of 2021. Nassau County will have the opportunity to update its current CRS portfolio using the required Verification process as a vehicle. Updating the County's CRS portfolio, offers the potential to increase the County's overall rating to a higher class ranking.

Based on the County's 2016-2017 initiative to join the CRS program, the County was required to complete certain activities as a prerequisite to joining the program while also choosing certain activities to participate in that the County was poised to gain credits. Listed below are the activities that were engaged in:

Activity 310: Elevation Certificate Review

Activity 320: Map Information Service

Activity 330: Outreach Projects

Activity 340: Hazard Disclosure

Activity 350: Flood Protection Information

Activity 360: Flood Protection Assistance

Activity 420: Open Space Preservation

Activity 430: Higher Regulatory Standards

Activity 440: Flood Data Maintenance

Activity 450: Stormwater Management

Activity 501-505: Flood Damage Reduction Activities (Repetitive Loss)

Activity 610: Flood Warning & Response

The County participates in 12 total activities which are coupled with sub-elements contained in the Activity. Of the 12 Activities that credit is received for, it is estimated that the County receives credit for 19-20 Sub-Elements. At the time of County's admission to the CRS program it is estimated that County obtained between 1200 and 1250 points resulting in a Class 8 ranking (refer to Class ranking table on page 3). It is not known at this time which activities and sub-elements have been actively updated over the past 5 years. Each Activity and Sub-Element will need to be reviewed for accuracy and relevancy to program criteria.





This period of review provides an excellent opportunity to examine current participation details and documentation while exploring the possibilities for further credit. It is expected that new and updated documentation shall be necessary. The following documentation should be considered:

- New Mapping Exhibits – Adjusted Special Flood Hazard Area, Map Information Services, Open Space, Flood Data Maintenance, Repetitive Loss Mapping
- Updated Outreach Project documentation
- Updated Flood Protection documentation
- Review of LDC, FBC, locally pertinent documents for Higher Regulatory Standards
- Review of LMS and CEMP for relative Floodplain Management Planning credit
- Review of LMS and CEMP for relative Flood Warning & Response credit
- Repetitive Loss Property information and Mitigation status

More updates may be required outside of the above mentioned. Oceania Flood Services will work directly with Staff to identify the needs of the community. It is important that Oceania Flood Services have access to the original application and verification documentation submitted in 2016 to determine where updates will need to be made and further credit collection is available. It is also important that Oceania Flood Services have access to the original "Scan File" or what is commonly referred to by ISO as the "Scoring File" received by the County in 2017 for evaluation of further potential credit opportunities.

As of January 2021, the CRS Program introduced an addendum to the current CRS Coordinators Manual. Within the addendum, new prerequisites have been added to meet the minimum criteria of a Class 8 ranking. These prerequisites will need to be met to maintain the County's Class 8 designation and to obtain a higher class ranking. The consultant will discuss with staff the prerequisites and path to meet them.



## Description of Services

Oceania Flood Services offers the following CRS support services:

- CRS research of all 19 Activities and 97 Sub-Elements
- CRS training for all 19 Activities and 97 Sub-Elements
- CRS documentation creation
- CRS documentation review
- CRS documentation submission formatting
- CRS GIS mapping tasks
- Floodplain Management Ordinance review
- Assistance with accessing Repetitive Loss Data & Overall Claim data

## Deliverables

Upon the first official meeting between the County and Ocean Flood Services, an outline will be created containing all CRS Activity documentation that exists in the County database. Based on the existing documentation and the scope of new documentation that may be required, it will be determined if the County would like to pursue Oceania Flood Services' ability to create documentation files and exhibits on behalf of the County for the upcoming verification visit.



### Period of Performance

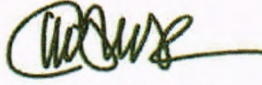
It has been communicated to Oceania Flood Services the County's 5-year verification visit will occur on November 5, 2021.

ISO will provide formal notification to the community of the upcoming verification visit prior to the verification visit date. The notification will contain specific instructions regarding the documentation to be provided through a detailed checklist.

### Payment Terms & Invoicing

- Billing: \$100.00 per hour, billed at 30-minute increments with support service detail
- Invoicing: Monthly via email
- Payment Terms: 45 days from receipt
- Not to exceed \$10,000.00

In Witness hereof, the Parties have executed this State of Work as of the date below

Name of Client: Nassau County PEO Signed: <i>Taco E. Popey AICP</i> Date: 10/20/2021	Name of Contractor: Oceania Flood Services LLC: Signed:  Date: 10/12/2021
--	---



**Certificate Of Completion**

Envelope Id: BF33088E97204D2691CDFA298782F8F9

Status: Completed

Subject: Please DocuSign: CM3082.pdf

Source Envelope:

Document Pages: 17

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 0

Amber Carter

AutoNav: Enabled

acarter@nassaucountyfl.com

Envelope Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

**Record Tracking**

Status: Original

Holder: Amber Carter

Location: DocuSign

10/13/2021 4:19:11 PM

acarter@nassaucountyfl.com

**Signer Events**

Marshall Eyerman

MEyerman@nassaucountyfl.com

Assistant County Manager

Nassau County BOCC

Security Level: Email, Account Authentication (None)

**Signature**

*Marshall Eyerman*

Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

**Timestamp**

Sent: 10/13/2021 4:27:38 PM

Viewed: 10/13/2021 6:02:17 PM

Signed: 10/13/2021 6:02:25 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Megan Diehl

mdiehl@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication (None)

*Megan Diehl*

Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

Sent: 10/13/2021 6:02:27 PM

Viewed: 10/15/2021 4:12:00 PM

Signed: 10/19/2021 3:30:37 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Denise C. May, Esq., BCS

dmay@nassaucountyfl.com

Assistant County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication (None)

*Denise C. May, Esq., BCS*

Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26

Sent: 10/19/2021 3:30:39 PM

Viewed: 10/19/2021 4:55:37 PM

Signed: 10/19/2021 4:56:05 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Taco E. Pope, AICP

tpope@nassaucountyfl.com

County Manager

Nassau County BOCC

Security Level: Email, Account Authentication (None)

*Taco E. Pope, AICP*

Signature Adoption: Pre-selected Style  
Using IP Address: 50.238.237.26  
Signed using mobile

Sent: 10/19/2021 4:56:08 PM

Viewed: 10/20/2021 9:14:54 AM

Signed: 10/20/2021 9:18:06 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

Agent Delivery Events	Status	Timestamp
<b>Intermediary Delivery Events</b> <b>Status</b> <b>Timestamp</b>		
<b>Certified Delivery Events</b> <b>Status</b> <b>Timestamp</b>		
<b>Carbon Copy Events</b> <b>Status</b> <b>Timestamp</b>		
Amber Carter acarterm@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 10/20/2021 9:18:08 AM
Thad Crowe tcrowe@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 10/20/2021 9:18:09 AM
Holly Coyle hcoyle@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/11/2021 9:00:57 AM ID: 5f065b75-a125-42eb-8c78-804d94a035f8	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 10/20/2021 9:18:11 AM
Laurie Goltry lgoltry@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 10/20/2021 9:18:12 AM
Brenda Linville blinville@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 10/20/2021 9:18:13 AM
Peggy Snyder psnyder@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 10/20/2021 9:18:15 AM
Heather Nazworth hnazworth@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 10/20/2021 9:18:16 AM



Carbon Copy Events	Status	Timestamp
<p>Melissa Lucey mlucey@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/20/2021 9:18:17 AM
<p>Tina Barnett tbarnett@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/20/2021 9:18:18 AM
<p>Tina Barnett tbarnett@nassauclerk.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/20/2021 9:18:19 AM
<p>Sue Boria sboria@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/20/2021 9:18:21 AM
<p>Kari Ulmer kulmer@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/20/2021 9:18:22 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2021 4:27:38 PM
Certified Delivered	Security Checked	10/20/2021 9:14:54 AM
Signing Complete	Security Checked	10/20/2021 9:18:06 AM
Completed	Security Checked	10/20/2021 9:18:22 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.