

CS-22-037

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3223

GENERAL INFORMATION

Requesting Department: Planning Department
Contact Person: Holly Coyle
Telephone: (904) 530-6300 Fax: (904) 491-3611 Email: hcoyle@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: The Balmoral Group, LLC
Address: 165 Lincoln Avenue Winter Park FL 32789
City State Zip
Contractor's Administrator Name: Valerie Seidel Title: Manager
Telephone: (407) 629-2185 Fax: (407) 629-2183 Email: vseidel@balmoralgroup.us

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

Authorized Signatory Name: Valerie Seidel
Authorized Signatory Email: vseidel@balmoralgroup.us

CONTRACT INFORMATION

Contract Name: Vulnerability Assessment Compliance Update & Resiliency Grant Planning Assistance.

Description: Update existing Vulnerability Assess. to meet FDEP's criteria to ensure Nassau County is qualified for grant applications for capital improvement projects to increase resilience. This project will develop grant applications for a complete Adaptation Plan and for high-priority infrastructure projects.

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

Total Amount of Contract: NTE \$73,240.00
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other Account: 04247515-531025

Authorized Signatory: Jeff Gray, BOCC Chair

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 9/30/2023 Termination/Cancellation: _____

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST*Review/Complete before sending contract for final signature*

Requirement	Description	Complete By
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 staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
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.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
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.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
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.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Holly Coyle 11/2/2022
Department Head/Contract Manager Date
2. Ronnie Holman 11/3/2022
Procurement Date
3. Chris Lacambra 11/3/2022
Office of Mgmt & Budget Date
4. Denise C. May 11/4/2022 ^{aj} 11/4/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 11/4/2022
County Manager Date

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on _____, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **The Balmoral Group, LLC**, located at 165 Lincoln Avenue, Winter Park, Florida 32789, hereinafter referred to as "Consultant":

WHEREAS, County desires to obtain professional services for vulnerability assessment compliance update and grant planning assistance. Said services are more fully described in the Scope of Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Consultant desires to render certain consulting services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in Exhibit "A".

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with Exhibit "A".

2.2 Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time

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for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY’S RESPONSIBILITY

Except as provided in Exhibit “A”, County shall provide Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County’s responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant’s services. County hereby designates the Interim Planning Director, or her designee, to act on County’s behalf with respect to the Exhibit “A”. The Interim Planning Director, or her designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County’s policies and decisions with respect to materials, elements and systems pertinent to Consultant’s services.

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall begin on October 1, 2022 or upon full execution of this Contract by all parties, whichever is later and terminate on September 30, 2023 thereafter.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be

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upon the same terms of the contract and at the compensation and payment provided herein.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated a total not to exceed amount of \$73,240.00, in accordance with Exhibit "A".

5.2 Consultant shall prepare and submit to the Interim Planning Director to: hcoyle@nassaucountyfl.com, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Consultant will have thirty (30) days to cure any failure upon written notice.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

5.4 Final Invoice: In order for both parties herein to close their books and records, Consultant will clearly state "Final Invoice" on Consultant's final/last billing to County. This indicates that all services have been performed and all charges and costs

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have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 – EXPENSES

Consultant shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit “A”. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Consultant’s agents, if any, hired by Consultant to complete the work under this Contract.

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County’s sole discretion, Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Contract between County and Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1** This Contract; and
- 8.2** The Scope of Work attached hereto as Exhibit “A”; and
- 8.3** *Certificate of Liability Insurance* attached hereto as Exhibit “B”; and
- 8.4** Any work authorizations, written amendments, modifications or addenda to this Contract.

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ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Contract, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

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 Contract.

ARTICLE 12 - INDEPENDENT CONSULTANT

12.1 Consultant undertakes performance of the services as an independent consultant under this Contract and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County

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shall have the right to observe such performance. Consultant shall work closely with County in performing services under this Contract.

12.2 This Contract shall not render Consultant or any of Consultant's agents an employee, partner, agent of, or joint venturer with County for any purpose. Consultant is and will remain an independent consultant in its relationship to County and Consultant's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. County shall report all payments made to Consultant on a calendar year basis using IRS Form 1099, if required by law. Consultant agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's or Consultant's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Consultant's or Consultant's agent's behalf, or (iii) withhold state or federal income tax from Consultant's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Consultant or Consultant's agents. If Consultant hires employees to perform any work under this Contract, Consultant shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Consultant not Consultant's agents are eligible to participate in any employee health, vacation pay, sick pay, or other fringe benefit plan of County. If any government agency or court determines that Consultant should be reclassified as an employee, Consultant hereby waives any right to County benefits and

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acknowledges and understands that such reclassification shall not entitle Consultant to any benefits offered to County’s employees. Consultant and County agree that: (a) Consultant has the right to perform services for others during the term of this Contract; (b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Consultant has the right to perform the services required by this Contract at any location or time; (d) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

ARTICLE 13 – EXTENT OF CONTRACT

13.1 This Contract represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

13.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 15 - INSURANCE

Consultant shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “B” and as is appropriate for the services being performed hereunder by Consultant, its employees or agents.

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ARTICLE 16 – ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 17 - TERMINATION OF CONTRACT

17.1 Termination for Convenience: This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Consultant. In such event, Consultant shall be paid its compensation for services performed prior to the termination date. In the event that Consultant abandons this Contract or causes it to be terminated, Consultant is liable to County for all loss pertaining to this termination.

17.2 Default by Consultant: In addition to all other remedies available to County, County may terminate this Contract for cause should Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Consultant to cure.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by 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.

ARTICLE 19 – UNCONTROLLABLE FORCESInitials VSInitials 

19.1 Neither County nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 20 - GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

ARTICLE 21 - MISCELLANEOUS

21.1 Non-waiver: A waiver by either County or Consultant of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights

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with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

21.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

21.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant 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,

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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 this chapter 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 agreement term and following completion of the Contract if Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant 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. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does

not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

21.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

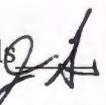
ARTICLE 22 – EMPLOYMENT ELIGIBILITY

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of this Contract to work in Florida. Additionally, if Consultant uses subcontractors to perform any portion of the work (under this Contract), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other

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party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 24 - CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 26 - FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

ARTICLE 27 - NOTICE

27.1 Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered in person,

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sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY:

Holly Coyle, Interim Planning Director
96161 Nassau Place
Yulee, Florida 32097
Phone: 904-530-6300
hcoyle@nassaucountyfl.com
Email copy: lgoltry@nassaucountyfl.com

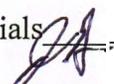
CONSULTANT:

Valerie Seidel, Manager
The Balmoral Group, LLC
165 Lincoln Avenue
Winter Park, Florida 32789
Ph: 407-629-2185 ext. 104
Email: Vseidel@balmoralgroup.us

27.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

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Revised 10/31/2012

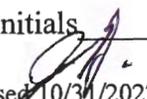
ARTICLE 28 - DISPUTE RESOLUTION

28.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to Consultant. Consultant should have a representative, at the meeting that can render a decision on behalf of Consultant.

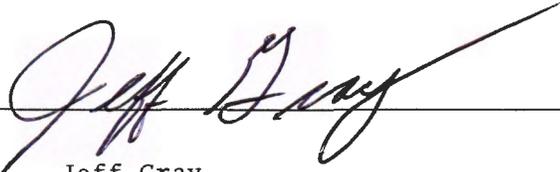
28.2 If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by County and the cost of mediation shall be borne by Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

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

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Revised 10/31/2022

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

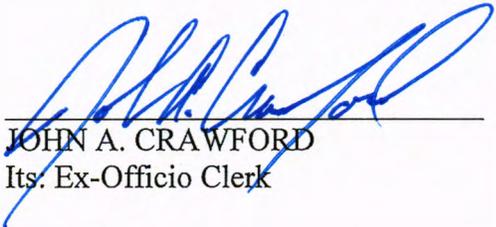


By: Jeff Gray

Its: Chairman

Date: 11-14-22

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its. Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

THE BALMORAL GROUP, LLC

Valerie Seidel

By: valerie seidel

Its: President

Date: 11/7/2022

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EXHIBIT A

Vulnerability Assessment Compliance Update and Resiliency Grant Planning Assistance – Nassau County

Scope of Work

The goal of this effort is to update the existing Nassau County Vulnerability Assessment to meet FDEP's criteria for vulnerability assessments to ensure the County is qualified for grant applications for capital improvement projects to increase resilience. Additionally, this project will develop grant applications for a complete Adaptation Plan and for high-priority infrastructure projects. **The updates to the vulnerability assessment will include the following:**

- Establish Steering Committee to guide the assessment
- Support the public outreach of the assessment to facilitate public input and awareness of the vulnerability assessment
- Updating the inundation scenarios using sea level rise (SLR) scenarios from NOAA: Intermediate Low and Intermediate High in 2040 and in 2070 (4 scenarios)
- Updating the inundation scenarios using storm surge data equal to or exceeding the 100-year return period (1% annual chance) flood event
- Assessing risks to critical assets in Nassau County, covering the following 4 asset categories as defined in "Critical Assets" (s.380.093(1)(2) Definitions):
 1. Transportation assets and evacuation routes (Airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, railroad bridges)
 2. Critical infrastructure (Wastewater treatment facilities & lift stations, stormwater treatment facilities & pump stations, drinking water facilities, water utility conveyance systems, electric production & supply facilities, solid & hazardous waste facilities, military installations, communications facilities, disaster debris management sites)
 3. Critical community and emergency facilities (Schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, state government facilities)
 4. Natural, cultural, and historical resources (Conservation lands, parks, shorelines, surface waters, wetlands, historical and cultural assets)
- Identifying critical assets at greatest risk under each inundation scenario
- Develop focus areas based on unusually high inundation risks or likely inundated assets
- Analyze selected capital improvement projects to identify eligibility for FDEP resilience funds
- Preparing exhibits suitable for public meetings, and support public meetings

Final deliverables: Final Deliverables will include:



1. Vulnerability Assessment Compliance Update report meeting all requirements of F.S. 380.093(3), namely:
 - Steering Committee and public outreach support
 - Most recently available DEM *and* industry accepted analysis and modeling
 - At least NOAA Int Low and NOAA Int High, 2040 & 2070
 - Tidal flooding, including future high tide flooding
 - Current and future storm surge flooding
 - Compound flooding (combined surge and SLR)
 - Include entire county and all critical assets (as defined in Statute)
 - Development of focus areas (in collaboration with steering committee)
 - Document Peril of Flood compliance (which the County already has)

The report will describe the findings, data sources, and methodologies.

2. GIS database of impacted critical assets and geospatial modeling using the inundation areas for the 4 SLR scenarios
3. Public Meeting exhibits
4. Grant application to FDEP for complete Adaptation Plan – if requested by County
5. Grant applications to FDEP for selected capital improvement projects (1 or 2 projects selected in collaboration with Nassau County) – if requested by County

Timeline

The following dates for the project tasks are estimates only and are subject to change depending on project commencement. It is expected that the Final Vulnerability Assessment should be ready for the County to officially review and approve by May 2023 in order to allow time for grant application preparation to the FDEP portal.

Task	Date
Kickoff Meeting and Data Collection Commenced	10/1/2022
Establish Steering Committee and Outreach Plan	12/2/2022
Draft Vulnerability Assessment	3/17/2023
Draft Review and Comment Incorporation	4/14/2023
Final Vulnerability Assessment	5/31/2023
Grant Applications to FDEP	9/29/2023

Fee Estimate

480 hours; \$73,240

Exemptions / Sole Source / Single Source Certification Form

Date: 9/7/2022 Contact Name: Valerie Seidel
Vendor Name: Balmoral Group, LLC Project: Vulnerability/Resiliency
Address: 165 Lincoln Ave., Winter Park FL 32789 FY Cost: NTE \$73,240.00
Phone: 407-629-2185 Total Cost: NTE \$73,240.00
Account: 04247515 - 531025
Description of Goods and/or Services: Vulnerability Assessment Compliance Update & Resiliency Grant Assistance.

Source of Funds: [X] County [] State [] Federal [] Other

Check one (1) of the following choices:

- [X] Exempt purchase: [] Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
[X] Professional Services: Nassau County Purchasing Policy (Chapter 1, Article VII, Section 1-141) - Purchasing policy Section (e) Purchases exempt from competitive or alternative methods.
[] Communications (5.2 - Nassau County Purchasing Policy Exemption)
[] Publications (5.3 - Nassau County Purchasing Policy Exemption)
[] Lodging and Transportation (5.5 - Nassau County Purchasing Policy Exemption)
[] Other Professional Services (5.8 - Nassau County Purchasing Policy Exemption)

[] Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
[] Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the vendor). Were alternatives evaluated? Yes [] (If yes, explain why alternatives are unacceptable) No [] (If no, explain why no alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

Department Head/Managing Agent - 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.

Holly Coyle

Procurement Director - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Ranasa Solomon

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Chris Lacambra

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.

Taco E. Poppy AICP



<u>Employer</u>	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	<u>Hiring Site Locations (by state)</u>
The Balmoral Group LLC		Open	05/23/2011		20 to 99	1	FL

Showing 1 to 1 of 1 entries. [CSV](#)