

CS-22-341

# BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3497

**SECTION 1 - GENERAL INFORMATION**  
 Requesting Department: OMB Contact Person: Marshall Everman  
 Telephone: (904) 530-6010 Email: meyeman@nassaucountyfl.com

**SECTION 2 - VENDOR INFORMATION**  
 Name: Deremer Studios, LLC  
 Address: 7040 Valley Crest Court  
 City: Jacksonville, State: FL Zip Code: 32277  
 Vendor's Administrator Name: Nate Deremer Title: CEO  
 Telephone: (904) 744-1103 Email: nate@deremerstudios.com

**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**  
 Authorized Signatory Name: Nate Deremer  
 Authorized Signatory Email: nate@deremerstudios.com  
**(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR, OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)**

**SECTION 4 - CONTRACT INFORMATION**  
 Contract Name: Deremer Studios, LLC 2023/24  
 Type:  New Contract  Work Authorization  Supplemental Agreement  
 Short Description of Product(s)/Service(s) Being Requested: photography and video content  
**(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)**  
 Procured Method:  Quotes  ITB  RFP  RFQ  Piggyback  Exemption  Sole Source  
 Single Source  Other \_\_\_\_\_  
 Total Amount of Contract: 42900.00 (Estimate if necessary)  
 Account Number: 37523552-548110 CONTE  
 Source of Funds:  County  State  Federal  Other: \_\_\_\_\_  
 County Authorized Signatory:  BOCC Chairman  County Manager  
**(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)**

**SECTION 5 - INSURANCE**  
 Insurance Category:  Category L  Category M  Category H  Other: \_\_\_\_\_  
**Risk Manager Initials:** \_\_\_\_\_

**SECTION 6 - AMENDMENT INFORMATION**  
 Contract Tracking No: \_\_\_\_\_ Amendment No: \_\_\_\_\_  
 Type of Amendment:  Renewal  Time Only Extension  Additional Scope  Other: \_\_\_\_\_  
 Increased Amount to Existing Contract: \_\_\_\_\_ (if any) Total with Amended Amount: \_\_\_\_\_

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- |    |                                  |                  |            |                  |
|----|----------------------------------|------------------|------------|------------------|
| 1. | <u>Marshall Everman</u>          | <u>9/7/2023</u>  | <u>gl</u>  | <u>9/7/2023</u>  |
|    | Department Head/Contract Manager | Date             |            |                  |
| 2. | <u>deris lacambra</u>            | <u>9/7/2023</u>  | <u>fl</u>  | <u>9/7/2023</u>  |
|    | Office of Mgmt & Budget          | Date             |            |                  |
| 3. | <u>James [Signature]</u>         | <u>9/8/2023</u>  |            |                  |
|    | Procurement                      | Date             |            |                  |
| 4. | <u>Denise C. May</u>             | <u>9/11/2023</u> | <u>RFJ</u> | <u>9/11/2023</u> |
|    | County Attorney                  | Date             |            |                  |

**COUNTY MANAGER - FINAL SIGNATURE APPROVAL**  
Tara E. Poppy AICP 9/11/2023  
 County Manager Date

**CONTRACT FOR DEREMER STUDIOS, LLC SERVICES**

**THIS CONTRACT** is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **DEREMER STUDIOS, LLC**, located at 7040 Valley Crest Court, Jacksonville, FL 32277, hereinafter referred to as the "Vendor".

**WHEREAS**, the County received quotes for photography services, and

**WHEREAS**, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

**WHEREAS**, all terms and conditions of the County's request for quote/bid/proposal and the Vendor's response are incorporated herein and made a part of this Contract by this reference; and

**WHEREAS**, a copy of the Vendor's Proposal is attached hereto as Exhibit "A" and made a part hereof.

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

**Exhibit A**     VENDOR'S PROPOSAL

**Exhibit B**     INSURANCE REQUIREMENTS

**SECTION 3. Description of Goods and/or Services to be Provided.**

3.1 The Vendor shall provide the goods and/or services further described in the *Vendor's Proposal*, a copy of which is attached hereto and incorporated herein as Exhibit "A". This Contract



standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *Vendor's Proposal* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 The County shall pay the Vendor in an amount not to exceed Forty-Two Thousand Nine-Hundred Dollars and 00/100 (\$42,900.00) for the goods and/or services referenced in Exhibit A. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the AICVB at [Billing@ameliaisland.com](mailto:Billing@ameliaisland.com) and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Goods and/or Services.**

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the

County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

**SECTION 6. Term of Contract.**

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate one (1) year thereafter. The County Manager is hereby authorized to execute any Contract amendment and/or modification upon approval by the County Attorney's Office.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Firm Prices.**

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

**SECTION 8. Funding.**



8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 9. Expenses.**

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 10. Taxes, Liens, Licenses and Permits.**

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 11. Governing Law, Venue and Compliance with Laws.**

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 12. Change Orders.**

12.1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 13. Modifications.**

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 14. Assignment and Subcontracting.**

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves



the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

**14.3** The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 15. Severability.**

**15.1** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 16. Termination for Default.**

**16.1** If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

**16.2** Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Termination for Convenience.**

**17.1** The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 18. Force Majeure.**

**18.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**18.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any



additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 19. Access and Audits of Records.**

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

**SECTION 20. Public Emergencies.**

20.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Probationary Period.**

21.1 The first ninety (90) days of this Contract are to be considered a "probationary period." Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire



assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

**SECTION 24. Insurance.**

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, 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 the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall 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](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

**26.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 27. Public Records.**

**27.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090,**

**RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6,**

**YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

a. Keep and maintain public records required by the County to provide goods and/or services.

b. Upon request from the County's custodian of public records, provide the County 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 Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

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



**27.2** A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**27.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**27.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**27.5** If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

**27.7** If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**27.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.**

**28.1** During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the



existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Public Entity Crimes.**

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 30. Anti-Discrimination.**

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

**32.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn: OMB Director  
96135 Nassau Place  
Yulee, Florida 32097

Vendor: Deremer Studios, LLC  
Attn: Nate Deremer  
7040 Valley Crest Court,  
Jacksonville, FL 32277

**SECTION 33. Attorney's Fees.**

**33.1** Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

**34.1** The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.



**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**35.1** In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

**35.2** All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

**35.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**35.4** The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

**SECTION 36. Construction of Contract.**

**36.1** The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

**37.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

**38.1** This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

**38.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

**39.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

**IN WITNESS WHEREOF**, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**NASSAU COUNTY, FLORIDA**

*Taco E. Pope AICP*

By: Taco Pope  
Its: County Manager  
Date: 9/11/2023



Contract No.: CM 3497

Approved as to form and legality by the  
Nassau County Attorney

*Denise C. May*

\_\_\_\_\_  
DENISE C. MAY

**DEREMER STUDIOS, LLC**



\_\_\_\_\_  
By: Nate Deremer

Its: CEO

Date: 9/11/2023

EXHIBIT "A"



Deremer - Photography and Video Shoot with Content Buyout

SCOPE OF WORK

Scope is for a bank of hours at a blended rate of \$300/hour to generally include the following  
 Still Photography Images onsite photographer at local events, community happenings, key strategic partners  
 Drone Videography signature events and beach

Includes

- light editing of all photos and the selection of top tier photos with additional editing
- Unlimited joint full rights, across all mediums, in perpetuity
- Secure online viewing, sharing and downloading of full resolution images
- drone video editing full rights

Local Events

Estimated 20 local events on Amelia Island

Projected Hours	Estimated Cost
52	\$ 15,600 00

Partner/Island Initiatives

Estimated 10 small business restaurants and hotels that have been rebranded or renovated

13 \$ 3,900 00

Estimated 10 small business partners extra images - interior and exterior

20 \$ 6,000 00

Estimated 9 Island initiatives to build Content Library montage of pre-selected experiences around the island i.e. Restaurant Week or Water Sports overview

30 \$ 9,000 00

Drone

Dickens - drone video clips

5 \$ 1,500 00

Island thing Beach/drone updates

8 \$ 2,400 00

Table Top

Beauty shots of approximately 15-20 physical props on beach/Amelia Island background

5 \$ 4,500 00

<b>TOTAL</b>	<b>143</b>	<b>\$ 42,900 00</b>
--------------	------------	---------------------

Travel Expenses

Costs including lodging, travel and expenses in relation to shoot(s)

**\$ 42,900 00**

*heavy editing billed at \$100/hour at client's request, same day delivery is billed at \$250 per day, print pricing additional*



# EXHIBIT B

Client#: 2221519

04DEREMSTU

**ACORD**<sup>TM</sup>

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

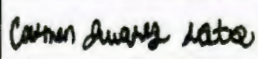
<b>PRODUCER</b> McGriff Insurance Services LLC 7701 Airport Center Dr Suite 1800 Greensboro, NC 27409	<b>CONTACT NAME:</b> Commercial Client Center 888-743-2217 <b>PHONE (A/C, No, Ext):</b> 888 743-2217 <b>FAX (A/C, No):</b> 8888279861 <b>E-MAIL ADDRESS:</b> ClientServiceCenter@mcgriff.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Ohio Security Insurance Company	24082	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
<b>INSURED</b> Deremer Studios, LLC 7040 Valley Crest Ct. Jacksonville, FL 32277																					

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	BKS62836526	03/09/2023	03/09/2024	EACH OCCURRENCE    \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$300,000 MED EXP (Any one person)    \$15,000 PERSONAL & ADV INJURY    \$1,000,000 GENERAL AGGREGATE    \$3,000,000 PRODUCTS - COM/OP AGG    \$3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)    \$ BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE    \$ AGGREGATE    \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT    \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE - POLICY LIMIT    \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Nassau County BOCC 96135 Nassau PL Yulee, FL 32097	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**AITDC RESOLUTION NO. 2023- 135**

**A RESOLUTION OF THE AMELIA ISLAND TOURIST DEVELOPMENT COUNCIL OF NASSAU COUNTY, FLORIDA RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS THE ENGAGEMENT WITH THE OUTLINED PROFESSIONAL SERVICE PROVIDERS TO EXECUTE SERVICES IN FISCAL YEAR 2023/2024; FINDING THE STRATEGIC PLAN AND USE OF TOURIST DEVELOPMENT TAX DOLLARS WILL ENHANCE VISITOR EXPERIENCES, PROMOTE TOURISM ON AMELIA ISLAND, IN NASSAU COUNTY, AND IN THE STATE OF FLORIDA, AND GROW THE TOURISM MARKET; PROVIDING CERTAIN LEGISLATIVE FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Tourism is a critical component of the Nassau County economy generating over \$850 million in economic impact; supports 1 in 4 jobs; and contributes 36% of all sales truces collected; and

**WHEREAS**, the Board of County Commissioners (BOCC) is authorized under Section 125.0104, Florida Statute, to perform those acts, including the expenditure of Local Option Tourist Development Act Tax monies for (1) the marketing of Amelia Island tourism; (2) to increase Tourism Development Tax, herein referred to as the "TDT", revenues; (3) to increase Local Optional Sales Tax revenues; (4) to increase gas revenues; (5) to increase job growth; all of which further the public good for the people of Nassau County, and as such is in the best interest of Nassau County; and

**WHEREAS**, the BOCC has by Ordinance No. 88-31, as amended by Ordinance No. 89- 8, established the Amelia Island Tourist Development Council (AITDC), adopted a strategic tourism plan; has levied and imposed a two percent (2%) Tourist Development Tax Development Plan for the use of funds derived from such tax; and pursuant to Florida Statutes and the recommendation of the AITDC, the BOCC, in Ordinance No. 2008-16 increased the TDT to three percent (3%); and in Ordinance No. 2010-02 increased the TDT to four percent (4%); and in Ordinance No.2018-16 increased the TDT to five percent (5%); and

**WHEREAS**, the AITDC is an advisory board to the BOCC as provided for in Section 125.0104, Florida Statutes; and

**WHEREAS**, the funds received by the County from the TDT are restricted tax funds and the expenditure of those funds shall comply with Ordinance No. 88-31, as amended, and Ordinance No. 89-8, as amended, and Florida Statutes and the Florida Administrative Code, and AITDC Policies as approved by the BOCC; and

**WHEREAS**, pursuant to Section 125.0104, Florida Statutes, the BOCC may engage or sponsor county tourism promotion agencies and has determined that, based on the recommendation of the AITDC, the BOCC shall contract with the Amelia Island Convention and Visitors Bureau (AICVB); and

**WHEREAS**, the AICVB performs tasks recommended by the AITDC and approved by the BOCC in its capacity of administration and research; and



**WHEREAS**, the AITDC, based upon the recommendation of the AICVB, finds that the engagement with these professional service providers, as further depicted in Exhibit "A" attached hereto, is tourism-related and assists in the promotion thereof; and

**WHEREAS**, the utilization of TDT dollars to engage professional service providers in execution of tasks related to destination marketing is an integral aspect of successful tourism development in Nassau County, Florida.

**NOW, THEREFORE, BE IT RESOLVED** by the AITDC, as follows:

**SECTION 1. FINDINGS.** The above findings are true and correct and are hereby incorporated herein by reference.

**SECTION 2. USE OF TOURIST DEVELOPMENT TAX DOLLARS.**

- a. The AITDC recommends that the BOCC utilize TDT dollars for the engagement of the following vendors by addendum to existing contracts, renewing the existing contracts or creating new contracts, as further depicted in Exhibit "A" attached hereto, as means to promote tourism in Nassau County, Florida.

Contract No.	Contractor	Current Contract	FY23/24 Amendment	Total Contract NTE	Amended Term
CM3244	Starmark - Marketing	\$ 2,376,000	\$ 3,881,280	\$ 6,257,280	two years
CM3324	Cellet	\$ 248,300	\$ 250,000	\$ 498,300	two years
CM3272	Hayworth	\$ 148,000	\$ 159,700	\$ 307,700	two years
CM3292	Florida's First Coast of Golf	\$ 85,000	\$ 85,000	\$ 170,000	two years
CM3327	My Agency Savannah	\$ 49,800	\$ 43,600	\$ 93,400	two years
CM3326	Miles Partnership	\$ 34,000	\$ 34,000	\$ 68,000	two years
CM3267	Ellen's Marketplace	\$ 35,000	\$ 35,000	\$ 70,000	two years

Contract No.	Contractor	Current Contract	Amended Amount	Total Contract	Term
CM3310	Starmark - website	\$ 692,500	\$ 583,675	\$ 1,276,175	five years
Reso 2022-181	Gator Bowl *	\$ 50,000	\$ 50,000	\$ 100,000	five years

New Contracts	Contractor	FY23/24 New Contract	Total Contract	Term
New	Chamber	\$ 30,000	\$ 90,000	three years
New	Deremer Studios, LLC	\$ 42,900	\$ 42,900	one year

\* Currently a five year contract expiring March 2026. No amendment required, just annual purchase requisition.

- b. The AITDC finds that the use of TDT dollars for the contract renewals of these vendors, as further depicted in Exhibit "A" attached hereto, is consistent with Section 125.0104, Florida Statutes and with local Ordinances 88-31, as amended, and Ordinance 89-8, as amended.
- c. The AITDC recommends appointment of the AICVB to manage the work as provided for in the Agreement (CM2698) between the AICVB and the BOCC, fully executed on July 8, 2019, and utilize such resources necessary for success as recommended by the AITDC and approved by the BOCC.

- d. The recommended amounts of TDT dollars needed to fund the engagement of the vendors is further depicted in Exhibit "A" attached hereto. Such amount pursuant to Ordinance 88-31, as amended, shall be funded from the AITDC budget.

**SECTION 3. SCOPE.** The AITDC recommends the BOCC approve the engagement of the vendors herein and further depicted in Exhibit "A".

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

**DULY ADOPTED** this 7th day of August, 2023.

**AMELIA ISLAND TOURIST DEVELOPMENT  
COUNCIL OF NASSAU COUNTY, FLORIDA**



\_\_\_\_\_  
**JOHN F. MARTIN, MBA**

Its: Chairman

Date: 8.7.23

**Approved as to form by the  
Nassau County Attorney:**

  
\_\_\_\_\_  
**DENISE C. MAY**



# AMELIA ISLAND

COME MAKE MEMORIES®

## EXHIBIT A

### AITDC FY 23/24 Projected Expenditures

For fiscal year 2023/2024, the Amelia Island Convention & Visitors Bureau has prepared an initial list of forecasted expenditures that require AITDC board approval. Upon review, these expenditures should be recommended by the Amelia Island Tourist Development Council (AITDC) to the Nassau County Board of County Commissioners (BOCC) for approval. The list below includes the recommendation to continue the existing contracted work and with these single source professional service vendors and membership to complete scopes of work that benefit the promotion of tourism to Amelia Island. These vendors have an established track record of helping sustain the positive economic impact of Amelia Island's outstanding tourism industry. Each vendor meets the high standards of performance expectations of the AITDC and there are significant financial and time efficiencies to have these vendors continue the scope of work already underway on behalf of the destination.

#### STARMARK INTERNATIONAL, INC. - MARKETING

This agency manages much of our paid media buying as well as our creative development. Starmark created and launched our new creative campaign in FY2023. We recommend the continuation of work with this agency to fully execute and optimize the campaign in the new fiscal year. Utilizing the agency's media expertise and leveraging their buying power provides a greater return on our media investment. In FY 23/24, Starmark will also encompass our budgeted marketing data to ensure research is the foundation of our media decision making. In addition, Starmark is also building and launching the refreshed Ameliainland.com. There is great synergy in having this agency manage media buying, marketing data, website management and related creative development to produce an effective marketing strategy. The scope of work in FY 23/24 includes a portion of paid media (advertising insertions) expenses as well as budget for marketing data and ongoing production such as media built to spec, trafficking, material development etc. throughout the year.

Total FY 23/24 renewal amendment not to exceed \$3,881,280 bringing total contracted amount to \$6,257,280.00.

#### CELLET TRAVEL SERVICES, LTD. - MARKETING AND PUBLIC RELATIONS

Cellet manages Amelia Island's marketing and public relations efforts in the United Kingdom and Pan-European markets to build our destination awareness with this high-yield audience. This team has first-hand experience and familiarity of the destination which provides a time and cost savings for our international efforts and ensure the continuing performance. In FY 23/24 we are expanding our international marketing efforts for a wider Pan-European reach to include France and German speaking countries. Efforts will include agency coordination as well as marketing activities targeting both consumers as well as trade. Total FY 23/24 renewal amendment not to exceed \$250,000 bringing total contracted amount to \$498,300.00.

#### HAYWORTH CREATIVE, INC. - PUBLIC RELATIONS

This public relations firm has a historic track record of developing and maintaining our brand reputation and earned media relationships. The AICVB recommends the extension of the program of work with Hayworth for their deep destination knowledge and positive industry reputation on our behalf. This agency brings great cost efficiency, brand familiarity, and ongoing working relationships with local industry partners and media contacts. The scope of work for FY 23/24 includes efforts to increase editorial coverage, generate brand exposure, elevate awareness and provide crisis management if necessary. Total FY 23/24 renewal amendment not to exceed \$159,700 bringing total contracted amount \$307,700.00.

#### FLORIDA'S FIRST COAST OF GOLF, INC.



# AMELIA ISLAND

COME MAKE MEMORIES®

Florida's First Coast of Golf is a regional golf tourism marketing company responsible for advertising a 5- county region as a golf destination. Our membership in this regional partnership consortium includes a FY24 scope of work covering golf tourism marketing services. In addition to the annual membership, we also participate in cooperative advertising opportunities to take advantage of the regional brand association and pricing efficiencies. The annual membership renewal for FY 23/24 will not exceed \$85,000.00 bringing total contracted amount to \$170,000.00.

## **GATOR BOWL ASSOCIATION - SPORTS**

The current membership agreement with this sports partnership organization runs through 2026, with a budget total for FY 23/24 in the amount of \$50,000. The ACC Team participating in the TaxSlayer Gator Bowl will use an Amelia Island Hotel/Resort as its official team hotel.

## **STARMARK INTERNATIONAL, INC.**

Starmark has a contract to build and maintain a refresh to Ameliainland.com. During the discovery phase of building the new website, we realized there were greater efficiencies to have the same company manage our email marketing program. This addendum will add the Digital Marketing Email Program to the existing 5-year contract CM3310 for website services. Total amendment not to exceed \$583,675.00 bringing the total contracted amount to \$1,276,175.00.

## **MY AGENCY SAVANNAH, LLC.**

This agency has both the destination and brand familiarity as well as the historic working files for many of our graphic design marketing projects. We suggest an amendment to continue to work with this agency for efficiency and cost savings. The FY 23/24 amendment amount, not to exceed \$43,600.00, will bring the total contracted amount to \$93,400.00.

## **MILES PARTNERSHIP, LLP.**

Miles built and maintains our proprietary Amelia Island Mobile App. This amendment continues the maintenance and optimization of this in-market marketing program encouraging higher visitor engagement. The FY 23/24 amended amount not to exceed \$34,000.00 bringing the total contracted amount to \$68,000.00.

## **NASSAU COUNTY CHAMBER OF COMMERCE**

The Nassau County Chamber of Commerce manages and distributes our Amelia Island marketing collateral to specified partners and locations. They also serve as a secondary Welcome Center to provide visitors with collateral visitor services. This 3-year contract is not to exceed \$30,000.00 per year bringing total contracted amount to \$90,000.00.

## **DEREMER STUDIOS, LLC**

Deremer Studios has familiarity with the destination and partners as well as our backend digital asset management system. This new contract is for photography and drone video content. Total contracted amount for FY 23/24 not to exceed \$42,900.00.

## **ELLEN'S MARKETPLACE**

This marketing scope of work includes hours to execute website maintenance for AMELIAISLAND.COM and general marketing efforts across our digital platforms. The amendment renewing contract CM3267 for FY 23/24 for marketing across all platforms will not to exceed \$35,000.00 for FY 23/24 bringing the contracted amount to \$70,000.00.



TDC REQUISITION FORM 2023

VENDOR NAME & ADDRESS

Vendor Deremer Studios, LLC  
 Address 7040 Valley Crest Court  
Jacksonville, FL 32277  
 Email nate@deremerstudios.com  
 Phone 904.226.9450

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

DEPARTMENT
OMB / TDC

REQUESTED BY: Gil Langley  
Marshall Eyerman

VENDOR NUMBER	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	PURCHASE ORDER TOTAL	DISCOUNT TERMS	
DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	FUND ACCOUNT NUMBER
7/10/2023	<b>2023-2024 Photography and Video Shoot with Content Buyout</b>				
	Local events - estimated 20 local events	52 hours		\$ 15,600.00	37523552-548110 CONTE
	Partner/Island Initiatives				37523552-548110 CONTE
	> estimated rebranding	13 hours		\$ 3,900.00	37523552-548110 CONTE
	> projected extra partner images needed	20 hours		\$ 6,000.00	37523552-548110 CONTE
	> estimated 9 island initiatives (ie. Restaurant Week)	30 hours		\$ 9,000.00	37523552-548110 CONTE
	Estimated Drone content: Dickens on Centre and Island thing campaign	13 hours		\$ 3,900.00	37523552-548110 CONTE
	Table Top - physical props in still photography	15 hours		\$ 4,500.00	37523552-548110 CONTE
				\$ -	
				\$ -	
				\$ -	
				\$ -	

**Purchasing Process**

Competitive Written Quotes \$5,000-\$50,000

W9 and E-verify on file

Deremer: \$42,900 Award  
 ProSky: \$51,480  
 Starmark: \$206,400

ORIGINAL - FINANCE  
 COPY- DEPARTMENT

Shipping: \$ -  
 Total: **\$42,900.00**

**Department Head / Managing Agent**

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy. Marshall Eyerman 9/7/2023

**Office of Management and Budget** (signature required if over Department Head/Managing Agent signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, funds are available for payment 9/7/2023 Chris Lacambra 9/7/2023

**Procurement Director** (signature required if over Department Head/Managing Agent signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, this requisition is accurate and 9/8/2023 is consistent with the Nassau County Purchasing Policy. James Roberts

**County Manager** (signature required if over Department Head/Managing Agent signature authority or \$50,000, whichever is less.)

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Clerk: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: DEE3AF9FADC24315A2AF2943C6758CF0 Status: Completed  
 Subject: Complete with DocuSign: Deremer Studios CAF.pdf, Deremere Studios Contract.pdf, Deremere Studio...  
 Source Envelope:  
 Document Pages: 29 Signatures: 11 Envelope Originator:  
 Certificate Pages: 6 Initials: 5 Tracy Poore  
 AutoNav: Enabled tpoore@nassaucountyfl.com  
 Envelopeld Stamping: Enabled IP Address: 50.238.237.26  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)


**Record Tracking**

Status: Original Holder: Tracy Poore Location: DocuSign  
 9/7/2023 1:26:08 PM tpoore@nassaucountyfl.com

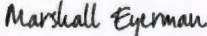
**Signer Events**

	Signature	Timestamp
Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 9/7/2023 1:39:14 PM Viewed: 9/7/2023 1:39:28 PM Signed: 9/7/2023 1:39:37 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		


**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Gil Langley glangley@ameliaisland.com Amelia Island CVB Security Level: Email, Account Authentication (None)		Sent: 9/7/2023 1:39:40 PM Viewed: 9/7/2023 3:08:58 PM Signed: 9/7/2023 3:09:36 PM
Signature Adoption: Pre-selected Style Using IP Address: 107.77.216.25 Signed using mobile		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marshall Eyerman MEyerman@nassaucountyfl.com Assistant County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 9/7/2023 3:09:39 PM Viewed: 9/7/2023 3:41:46 PM Signed: 9/7/2023 3:42:35 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 9/7/2023 3:42:39 PM Viewed: 9/7/2023 4:43:39 PM Signed: 9/7/2023 4:43:58 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 9/7/2023 4:44:01 PM Viewed: 9/8/2023 11:00:38 AM Signed: 9/8/2023 11:00:46 AM</p>
<p>Nate Deremer nate@deremerstudios.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 9/11/2023 1:58:44 PM ID: 99c616b8-84c4-4864-956d-c7fe45631994</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 172.59.64.249 Signed using mobile</p>	<p>Sent: 9/11/2023 12:32:28 PM Viewed: 9/11/2023 1:58:44 PM Signed: 9/11/2023 1:59:32 PM</p>
<p>Abigail F. Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 9/11/2023 1:59:35 PM Viewed: 9/11/2023 3:44:14 PM Signed: 9/11/2023 4:39:49 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile</p>	<p>Sent: 9/11/2023 4:39:52 PM Viewed: 9/11/2023 5:50:12 PM Signed: 9/11/2023 5:50:36 PM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 9/11/2023 5:50:41 PM Viewed: 9/11/2023 6:05:48 PM Signed: 9/11/2023 6:07:05 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 9/11/2023 6:07:10 PM Viewed: 9/12/2023 8:38:16 AM
Linda Van Haren lvanharen@ameliaisland.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 9/11/2023 6:07:11 PM Viewed: 9/11/2023 6:07:56 PM
BOCC Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 9/11/2023 6:07:12 PM

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	9/7/2023 1:39:14 PM
Envelope Updated	Security Checked	9/11/2023 12:32:27 PM
Envelope Updated	Security Checked	9/11/2023 12:32:27 PM
Envelope Updated	Security Checked	9/11/2023 12:32:27 PM
Envelope Updated	Security Checked	9/11/2023 12:32:27 PM
Envelope Updated	Security Checked	9/11/2023 12:32:27 PM
Envelope Updated	Security Checked	9/11/2023 12:32:27 PM
Envelope Updated	Security Checked	9/11/2023 12:32:27 PM
Envelope Updated	Security Checked	9/11/2023 12:32:27 PM
Envelope Updated	Security Checked	9/11/2023 12:32:27 PM
Certified Delivered	Security Checked	9/11/2023 6:05:48 PM
Signing Complete	Security Checked	9/11/2023 6:07:05 PM
Completed	Security Checked	9/11/2023 6:07:13 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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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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