

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.
CM3497-A1

SECTION 1 - GENERAL INFORMATION
 Requesting Department: AICVB Contact Person: Linda Van Haren
 Telephone: (912) 288-3800 Email: lvanharen@ameliailand.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: Manager
 Telephone: (912) 373-8998 Email: nate@deremerstudios.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Nathan Deremer Title: CEO
 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
 Short Description of Product(s)/Service(s) Being Requested: photography and video content FY2024-25
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
 Other: _____
 Amount of Initial Contract Term: 42900.00
 Amount of Renewal Options (if applicable): Year 1: \$ 42,900.00 Year 2: _____
 Year 3: _____ Year 4: _____
 Total Amount of Contract (Initial Term + Renewal Options): 85500.00 (Estimate if necessary)
 Account Number: 37523552-548110
 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: _____ *MP*
 Risk Manager Initials: _____

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: CM33497 Amendment No: A1
 Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope
 Supplemental Agreement Other: _____
 Contract Amount with Previous Amendments: \$ 42,900.00 Amount of this Amendment: \$ 42,900.00
 New Contract Amount including this Amendment: \$ 85,500.00
 Account Code Change From: 37523552-548110 CONTE To: 37523552-548110
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

- 8/12/2024
- APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY
- | | |
|---------------------------------------|--|
| 1. <u>Marshall Eyerman</u> 8/12/2024 | 3. <u>Denise C. May</u> 8/21/2024 |
| Department Head/Contract Manager Date | Procurement Date |
| | (Signature required only if procurement related) |
| 2. <u>Chris Lacambra</u> 8/12/2024 | 4. <u>Denise C. May</u> 8/21/2024 |
| Office of Mgmt. & Budget Date | County Attorney Date |
- 8/7/2024

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
 _____ 8/21/2024
 County Manager Date

CM3497 A1

FIRST AMENDMENT TO CONTRACT FOR DEREMER STUDIOS, LLC SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT FOR DEREMER STUDIOS, LLC SERVICES (hereinafter “Amendment”) is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the “County”), and **DEREMER STUDIOS, LLC**, a business having its primary business location at 7040 Valley Crest Court, Jacksonville, FL 32277 (hereinafter the “Vendor”).

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for photography and video services dated September 11, 2023 (hereinafter “Contract”); and

WHEREAS, pursuant to Resolution 2023-135, the AITDC previously recommended and pursuant to Resolution 2023-142, the BOCC approved the ability to amend the Contract as set forth below; and

WHEREAS, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. Section 6 of the Contract is hereby amended to extend the term of the Contract for an additional one (1) year and the Contract shall now terminate on September 10, 2025.

SECTION 2. Section 5 of the Contract is hereby amended to increase the compensation by Forty-Two Thousand, Nine Hundred Dollars and 00/100 (\$42,900.00) and the County shall now compensate the Vendor in an amount not to exceed Eighty-Five Thousand, Eight Hundred Dollars and 00/100 (\$85,800.00).

SECTION 3. Exhibit “A” of the Contract shall be amended to include the Scope of Services for FY25, a copy of which is attached hereto as Exhibit “A”.

SECTION 4. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

CM3497 A1

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by its duly authorized representatives, effective as of the last date below.

NASSAU COUNTY, FLORIDA

Signature:  _____

Print Name: Taco Pope

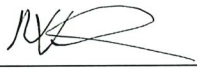
Title: County Manager

Date: 8/21/2024

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May
DENISE C. MAY, County Attorney

DEREMER STUDIOS, LLC

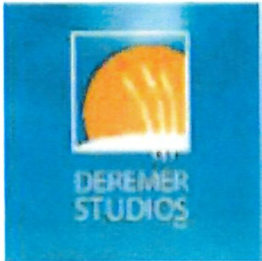
Signature:  _____

By: Nate Deremer

Title: Manager

Date: 8/20/2024

Exhibit A



Deremer - Photography and Video Shoot FY24-25

Scope includes the following:

Still Photography Images, Onsite photographer at local events, community happenings, key strategic

partners videography, signature and beach events.

Includes:

Light editing of all photos and the selection of top tier photos with additional editing. Unlimited full rights, across all mediums, in perpetuity.

Secure online viewing, sharing and downloading of full resolution images, drone video editing.

Price: \$42,900.00

purchasing method	Description
Competitive Verbal Quotes \$1,000-\$4,999	Sole Source: the goods or services can be legally purchased from only one source. Single Source: when goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economic source.
Competitive Written Quotes \$5,000-\$50,000	The purchase of any goods or services, or combination thereof, which, in the sole discretion of the BOCC, is in the best interest of the public to be procured by any means (so long as, in the sole discretion of the County Attorney, the Procurement does not violate any federal, state, or other local law.
4.2 Sole Source/Single Source (see attached form)	Equipment, supplies, materials, or services, including Internet access service and newspaper ads that are used as modes of communication.
5.1 Best interest of the Public (see attached form)	Books, periodicals, printed materials, artwork, photographs, film, film strips, video tapes, disk or tape recordings, materials purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent with the state, a governmental agency, or a recognized educational institute.
5.2 Communications	Seminars, workshop, training, overnight lodging, transportation, dues, members.
5.3 Publications	Acquisition of other Professional Services for lobbyist, legal services, medical services, financial services, planning or any other professional services not defined in s. 287.0
5.5 Lodging and Transportation	FLSS287.057(E)1 The following contractual services and commodities are NOT subject to the competitive-solicitation requirements of the section:
5.8 Other Professional Services	1. Artistic services. As used in this subsection, the term "artistic services" does not include advertising or typesetting. As used in the subparagraph, the term "advertising" means a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the representation.
Advertising	See 10/7/2019 email by Megan Diehl stating "professional marketing services" can be considered recommended by the AITDC and approved by the BOCC until the update is ratified...
Media Insertion Order	
Carry Forward - PO Balance to next FY	

Certificate Of Completion

Envelope Id: AC87A4E23D4F4308ADF89068E495AD76
Subject: Complete with Docusign: CM3497-A1 Deremer Studios \$42,900.00
Source Envelope:
Document Pages: 6 Signatures: 11
Certificate Pages: 6 Initials: 7
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)


Status: Completed
Envelope Originator:
Tracy Poore
tpoore@nassaucountyfl.com
IP Address: 50.238.237.26

Record Tracking

Status: Original 8/7/2024 10:07:36 AM
Holder: Tracy Poore tpoore@nassaucountyfl.com
Location: DocuSign

Signer Events


Tracy Poore
tpoore@nassaucountyfl.com
OMB Admin
Nassau County BOCC
Security Level: Email, Account Authentication (None)

Signature

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

Timestamp
Sent: 8/7/2024 10:16:58 AM
Viewed: 8/7/2024 10:17:33 AM
Signed: 8/7/2024 10:17:41 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign


Gil Langley
glangley@ameliaisland.com
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 50.196.104.105

Sent: 8/7/2024 10:17:43 AM
Viewed: 8/12/2024 10:18:24 AM
Signed: 8/12/2024 10:18:53 AM

Electronic Record and Signature Disclosure:
Accepted: 8/12/2024 10:18:24 AM
ID: fabec731-54c0-455f-9539-874e27ab52b3


Marshall Eyerman
MEyerman@nassaucountyfl.com
Assistant County Manager
Nassau County BOCC
Security Level: Email, Account Authentication (None)


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

Sent: 8/12/2024 10:18:57 AM
Viewed: 8/12/2024 10:50:26 AM
Signed: 8/12/2024 10:50:41 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor
mproctor@nassaucountyfl.com
Risk Manager
Security Level: Email, Account Authentication (None)


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

Sent: 8/12/2024 10:50:45 AM
Viewed: 8/12/2024 10:54:22 AM
Signed: 8/12/2024 10:54:58 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Chris Lacambra</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/12/2024 10:55:00 AM Viewed: 8/12/2024 11:00:21 AM Signed: 8/12/2024 11:50:51 AM</p>
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Lanaee Gilmore</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/12/2024 11:50:53 AM Viewed: 8/12/2024 12:55:46 PM Signed: 8/12/2024 12:55:54 PM</p>
<p>Nate Deremer nate@deremerstudios.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Nate Deremer</i></p> <p>Signature Adoption: Drawn on Device Using IP Address: 104.3.178.141</p>	<p>Sent: 8/12/2024 12:55:57 PM Viewed: 8/20/2024 11:32:54 AM Signed: 8/20/2024 11:35:37 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/20/2024 11:32:54 AM ID: ae16de1b-dbf8-4bac-9b58-9a4d385672d1</p>		
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/20/2024 11:35:40 AM Viewed: 8/21/2024 8:12:52 AM Signed: 8/21/2024 8:13:01 AM</p>
<p>Denise C. May dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile</p>	<p>Sent: 8/21/2024 8:13:04 AM Viewed: 8/21/2024 8:15:11 AM Signed: 8/21/2024 9:41:11 AM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco Pope</i></p> <p>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 8/21/2024 9:41:14 AM Viewed: 8/21/2024 9:45:21 AM Signed: 8/21/2024 9:45:27 AM</p>

Signer Events	Signature	Timestamp
BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	L.BELTON Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254	Sent: 8/21/2024 9:45:30 AM Viewed: 8/21/2024 11:02:34 AM Signed: 8/21/2024 11:02:41 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Linda Van Haren
lvanharen@ameliaisland.com
AICVB
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 8/21/2024 11:02:44 AM

Mariela Murphy
mmurphy@ameliaisland.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 5/21/2024 1:08:10 PM
ID: 967d61b1-d757-4769-8224-b2caf3b6605b

COPIED

Sent: 8/21/2024 11:02:46 AM
Viewed: 8/21/2024 11:24:27 AM

Clerk Admin
BOCCclerkServices@nassauclerk.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 8/21/2024 11:02:48 AM
Viewed: 8/21/2024 11:30:55 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/7/2024 10:16:58 AM
Certified Delivered	Security Checked	8/21/2024 11:02:34 AM
Signing Complete	Security Checked	8/21/2024 11:02:41 AM
Completed	Security Checked	8/21/2024 11:02:48 AM

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

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

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Nassau:

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

To contact us by email send messages to: bsimmons@nassaucountyfl.com

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 and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com 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.

To withdraw your consent with County of Nassau

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

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

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

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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