



City of Pembroke Pines

**FIFTH AMENDMENT TO
DIRECT MAIL ADVERTISING AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MCCLATCHY COMPANY, LLC**

THIS AMENDMENT ("Fifth Amendment"), dated October 24, 2022, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "ADVERTISER",

and

THE MCCLATCHY COMPANY, LLC, a Limited Liability Company as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1601 Alhambra Boulevard, Suite 100, Sacramento CA 95816**, hereinafter referred to as "MHMC". "ADVERTISER" and "MHMC" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 24th, 2015**, the Parties entered into a Direct Mail Advertising Agreement ("Original Agreement") for the distribution of the City Connect newspaper to residents and businesses throughout the City of Pembroke Pines, for an initial **two (2) year period**, which expired on **September 30th, 2017**; and,

WHEREAS, on **September 14th, 2017**, the Parties executed the First Amendment to the Original Agreement to supplement the terms contained therein and renew the for **two (2) year**, which expired on **August 23rd, 2019**; and,

WHEREAS, on **October 10th, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to supplement the terms contained therein and renew the term for **two (2) year**, which expired on **September 30th, 2021**; and,

WHEREAS, on **August 25th, 2021**, the Parties executed the Third Amendment to the Original Agreement, as amended, to supplement the terms contained therein and renew the term for **two (2) year**, which expires on **September 30th, 2023**; and,

WHEREAS, on **March 30, 2022**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the annual cost of the direct mail advertising services; and,



City of Pembroke Pines

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to increase the annual cost of the direct mail advertising services effective **October 1, 2022**, as set forth in this Fifth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Exhibit "A-4", entitled **"Quote Sheet"**, attached to the Original Agreement, as amended, is hereby repealed and replaced with **Exhibit "A-5"**, entitled **"Quote Sheet"**, attached to this Fifth Amendment, and incorporated into the Original Agreement, as amended, by this reference to reflect the new pricing payable every two months effective **October 1, 2022**.

SECTION 3. Scrutinized Companies. MHMC, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. MHMC certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section.

4.1.1 "Contractor" means a person or entity that has entered or is attempting to



enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, as amended, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.



SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fifth Amendment. The exhibits, if not physically attached, should be treated as part of this Fifth Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Fifth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fifth Amendment.

SECTION 9. This Fifth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fifth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ADVERTISER:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham

October 24, 2022

E858EEEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

By:

Frank C. Ortis

FRANK C. ORTIS, MAYOR

DocuSigned by:

By: Charles F. Dodge October 24, 2022

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Jacob Horowitz

A563A19B6F8417...
Name: JACOB HOROWITZ

OFFICE OF THE CITY ATTORNEY

MHMC:

THE MCCLATCHY COMPANY, LLC

Signed By:

Richard R. Wehert

Printed Name:

RICHARD R. WEHERT

Title:

Corp VP of Operations

Miami HeraldMEDIA COMPANY
Quote Sheet**Exhibit A-5**

Bid #: 4538 **Date:** 09/02/22

Advertiser: City of Pembroke Pines
2021- 2023 2yr Term Agreement

Sales Rep: Bonita Adams

Quantity: 66,134

List: 2 Year Multiple Use List

Material Delivery Instructions: The files should be sent to commercialprint@miamiherald.com and commercialprinting@sunsentinel.com

Product Description: 20 or 24 TAB 12x11 Newsprint or
28 or 32 Tab 12x11 Newsprint

Lettershop Services: Inkjet N&A on Cheshire labels, postal presort sort, tie, & bag.
*Address block must be a minimum of 4.5" w x 2.5" h
(New postal regulations for Flats, address block needs to be on top of back page.)
Clients's indicia pre-printed

1 Year Map and File Process Map \$275 & File Process \$1,316.70 (\$19.95 per Thousand) Annual Fee for updating Map and Address file.

2 yr Price for Letter-shop/ CPM: \$36/m = \$2,380.82

2 yr. 6 DDU drops: \$1,158

Production Schedule: TBD
Standard Bulk 1-11 day delivery

2 yr. USPS Additional Drops: \$135.00 per location for either GMF Miami or SCF South Florida.
\$150.00 Ft. Lauderdale and \$300 for West Palm Beach.
Rate is for up to 2000 pounds.

If Applicable Delivery of Overruns: \$135.00 per location other than The Miami Herald.
**Additional delivery charges will apply for any additional deliveries. Charges TBD based on number of boxes/weight & location of delivery.

Total: (Plus Postage) \$3,538.82 + \$1,591.70 (Annual Map & Address File Fee)
for 24 pg Tab Postage TBD Total \$5,130.52

Prices Based as Quoted

Price Includes printing, letter shop and a Herald Consumer list with up to three selects List: If supplied, as long as the data comes to us in one of our acceptable formats and there's no manual manipulation to do we will include the services in our package price.

Final postage will be given at the time file is provided.

Unless specified, price does not include pre-press, mailing surcharges, courier / freight charges, specialized list, tabs, postage or 7.0 % sales taxes. Prices are good for 30 days and are based on current paper prices. Our responsibility ends with a signed form 3602 by the Post Office accepting product delivery.

PLEASE SIGN AND RETURN BOTH COPIES FOR AGREEMENT

Company: City of Pembroke Pines

Agency: _____

Address: 601 City Center Way, Pembroke Pines, FL 33025

Signed by: _____

Title: Mayor Frank C. Ortiz
(Must be signed by Principal of Firm)

Sales Representative

Accepted:
MIAMI HERALD MEDIA COMPANY

Advertising Manager

DIRECT MAIL ADVERTISING AGREEMENT

The following additional terms to the Direct Mail Advertising Agreement (the "Agreement") have been agreed to between Miami Herald Holding Company, Inc., a Delaware corporation dba Miami Herald Media Company ("MHMC") and the company engaging MHMC to provide Direct Mail Advertising services (the "Advertiser"):

Rates. MHMC reserves the right to revise rates, terms and specifications contained in the current rate cards at any time.

Use of Mailing Lists. MHMC does not guarantee the accuracy of any mailing lists being used by MHMC pursuant to this Agreement, regardless of whether the mailing lists are rented from a third party or are maintained by MHMC.

Use of Postal Permits. If the Advertiser chooses to use the Advertiser's (or another third party's) postal permit, then adequate estimated postage must be deposited in the permit account at least 3 business days prior to any scheduled postal drop date and, if this does not occur, MHMC shall not be responsible for meeting the scheduled postal drop date. If the Advertiser chooses to use MHMC's postal permit, then adequate estimated postage must be delivered to and received by MHMC at least 5 business days prior to any scheduled postal drop date and, if this does not occur, MHMC shall not be responsible for meeting the scheduled postal drop date.

Determination of Postage. Final determination of any postage amounts required to mail the advertising product produced pursuant to this Agreement will be made by the United States Postal Service ("USPS"). Advertiser acknowledges that, once MHMC has delivered the advertising product produced pursuant to this Agreement to USPS and the product has been cleared and verified by USPS, MHMC has no further responsibility for delivery of such product. MHMC expressly disclaims any guarantee of delivery and documentation of such delivery rests expressly with USPS.

Response to Direct Mail. MHMC does not represent or warrant that an advertising product produced and mailed pursuant to this Agreement will result in any specific "success rate" or "response rate."

Shortages of Advertising Product. Advertiser acknowledges that the routine printing and pre-press production of advertising product may result, in some cases, in mechanical damage to the printed material, shrinkage and other defacement of the advertising product which will cause certain pieces to be unsuitable for mailing. Advertiser acknowledges that, as a result, there may be a shortage in the advertising product which is available for a scheduled drop date. In this event, MHMC hereby undertakes to cure the shortage expeditiously and Advertiser hereby agrees in advance that such action by MHMC will mitigate any damages that might otherwise be available to Advertiser as a result of such an event.

Review of Proofs. MHMC is not liable for any error in a direct mail advertising product unless Advertiser has requested an advertising proof in writing, the advertising proof is clearly marked with any errors and MHMC is notified of the errors before the product is printed.

Copyrights. Advertiser agrees that by using the services of MHMC to provide direct mail advertising services, Advertiser licenses to MHMC on a non-exclusive basis all copyrights and other ownership rights in the advertising product, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital electronic medium. Advertiser represents that any copy submitted to MHMC is truthful and in compliance with all copyright laws and all other applicable laws and regulations.

Payment. Advertiser hereby warrants that it is not insolvent and that payment due will be paid in full upon receipt. Late payments will be subject to a finance charge at the maximum rate allowable under Florida law until paid. If any bills are not paid within the terms established, MHMC reserves the right to cancel this Agreement without notice and all charges incurred by MHMC prior to the date of cancellation shall be immediately due and payable to MHMC. In the event of a filing by or against Advertiser of a petition under the Bankruptcy Code, MHMC may cancel this Agreement and demand payment of all charges incurred by MHMC prior to the date of cancellation.

Indemnification. Advertiser agrees to indemnify and hold harmless MHMC and its affiliates, successors, or assigns against any and all costs, claims, damages or liability resulting from the transmission of the advertising product or arising from any breach of this Agreement. Advertiser agrees to indemnify and hold harmless MHMC and its affiliates, successors, or assigns for all expenses MHMC may incur to enforce collection of any amount due under this Agreement and agrees to pay all attorneys' fees and court costs incurred by MHMC in relation to such collection action.

Unavoidable Nonperformance. Advertiser and MHMC will not incur any liability to the other hereunder if performance by such party is prevented, interfered with or omitted due to (a) failure of facilities, which failure is outside the control of the party; (b) acts of God; (c) governmental action or (d) other similar extraordinary causes beyond the control of the party failing to perform.

Limitation of Remedies and Liability. In the event of alleged breach by MHMC of the Agreement or any other claims by the Advertiser against MHMC related to the Agreement, MHMC shall in no event be liable for any incidental or consequential damages, and MHMC shall in no event be liable for damages in excess of any amounts actually paid by the Advertiser to MHMC under the Agreement (which damage amount shall be the Advertiser's exclusive remedy).

Choice of Law; Amendment; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of law principles. The relationship between the Advertiser and MHMC is one of independent contractor. Nothing in the Agreement shall be construed as creating a joint venture or partnership between the parties. Accordingly, neither party has the authority (implied, apparent or expressed) to bind the other with respect to any matter. No modifications of the Agreement shall be binding upon either of the parties unless confirmed by a written instrument signed by Advertiser and MHMC. MHMC shall have the right to assign any and all of its rights under the Agreement to any of its affiliates, subsidiaries or successors. Advertiser shall not have the right to assign any of its rights or obligations under the Agreement without MHMC's written consent.

Consent to Jurisdiction. MHMC and Advertiser hereby irrevocably submit themselves to the jurisdiction of the courts of the State of Florida and to the jurisdiction of the United States District Court for the Southern District of Florida for the purposes of any action or other proceeding arising out of, or relating to, this Agreement and hereby waive and agree not to assert against each other in any action or proceeding any claim that they are not personally subject to the jurisdiction of the above-named courts. **Advertiser and MHMC knowingly, voluntarily and intentionally waive the right that each may have to a trial by jury with respect to any actions arising out of, or relating to, this Agreement.** In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' and paralegals' fees, costs and expenses, including fees and costs at the appellate level, in addition to any other relief to which it may be entitled. Each party hereto agrees that prior to instituting any lawsuit with regard to any dispute hereunder, the party will fully inform the other party of the nature of the dispute and anticipated claim and offer the other party a reasonable opportunity to cure. MHMC shall not be in breach of the Agreement absent written notice of the alleged breach to MHMC and failure by MHMC to cure (or to commence to cure) the breach within thirty (30) calendar days after receipt of the notice.

Signed by _____



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 12.

File ID: 22-0780

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 09/29/2022

Short Title: McClatchy Company LLC - 5th Amendment Price Increase

Final Action: 10/19/2022

Title: MOTION TO APPROVE THE FIFTH AMENDMENT AND PRICE INCREASE TO THE DIRECT MAIL ADVERTISING AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND THE MCCLATCHY COMPANY, LLC., FOR AN ANNUAL COST NOT TO EXCEED \$22,824.62.

***Agenda Date:** 10/19/2022

Agenda Number: 12.

Internal Notes:

Attachments: 1. 5th Amendment to Direct Mail Advertising Agreement - The McClatchy Company LLC (VE), 2. Exhibit A-5 -Quote Sheet, 3. The McClatchy Company LLC - Direct Mail Advertising - (Orig-4th) (AB)

1 City Commission 10/19/2022 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 6 Ortis, Commissioner Schwartz, Commissioner Castillo, Commissioner Siple, Commissioner Good Jr., and Vice Mayor Good Jr.

Nay: - 0

MOTION TO APPROVE THE FIFTH AMENDMENT AND PRICE INCREASE TO THE DIRECT MAIL ADVERTISING AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND THE MCCLATCHY COMPANY, LLC., FOR AN ANNUAL COST NOT TO EXCEED \$22,824.62.

SUMMARY EXPLANATION AND BACKGROUND:

1. On August 24, 2015, the City entered into a distribution / direct mail advertising agreement with the Miami Herald Media Company (which is owned by the McClatchy Company, LLC) for an initial two year period, at an annual amount of \$13,061.58, which expired on August 23, 2017. This annual amount was based on a cost per issue of \$2,176.93, at six issues per year.

2. The City of Pembroke Pines Media Division utilizes the services of the Miami Herald Media Company to provide distribution / direct mail advertising of the City Connect newspaper. The

Agenda Request Form Continued (22-0780)

Original Agreement authorized the renewal of 2 additional two (2) year terms.

3. On September 14, 2017, the City executed the First Amendment, which renewed the agreement for an additional two year period, commencing on August 24, 2017, and expiring on August 23, 2019. The First Amendment repealed and replaced the Quote Sheet from the Original Agreement with "Exhibit A - Quote Sheet", increasing the annual amount from \$13,061.58 to \$13,688.40. This increase was based on a cost per issue of \$2,281.40, at six issues per year.

4. On October 10, 2019, the City executed the Second Amendment, which renewed the agreement for an additional two year period, commencing on October 1, 2019, and expiring on September 30, 2021.

5. On August 25, 2021, the City executed the Third Amendment with the McClatchy Company, LLC, which supplemented the terms of the Original Agreement and allowed the renewal of an additional two year period, commencing on October 1, 2021, and expiring on September 30, 2023. The Third Amendment repealed and replaced "Exhibit A - Quote Sheet" with "Exhibit A-3 - Quote Sheet", increasing the annual amount from \$13,688.40 to \$14,349.66. This price increase was based on a cost per issue of \$2,391.61, at six issues per year.

6. On March 30, 2022, the City executed the Fourth Amendment, which added an annual map and address filing fee. The cost per issue remained at \$2,391.61, however, the map and address filing fee was an additional \$1,591.70 annually. This increased the annual amount to \$15,941.36. The Fourth Amendment repealed and replaced "Exhibit A-3 - Quote Sheet" with "Exhibit A-4 - Quote Sheet".

7. The Media Division has been satisfied with the performance and execution of the Agreement and recommends the City Commission approve the Fifth Amendment, which will increase the annual cost from \$15,941.36 to \$22,824.62. The cost per issue will increase from \$2,391.61 to \$3,538.82 at six issues per year, plus the map and address filing fee for \$1,591.70. The Fifth Amendment will repeal and replace "Exhibit A-4 - Quote Sheet" with "Exhibit A -5 - Quote Sheet" to reflect the new pricing.

8. Pursuant to Section 35.28(B) of the City's Code of Ordinances, "Notwithstanding the provisions of (A) above, the City Manager is not authorized to approve a change order without authorization of the City Commission where the initial purchase required the City Commission's approval and where the sum of all change orders issued under the contract exceeds 5% of the original contract amount or \$25,000.

9. Request Commission to approve the Fifth Amendment to the Agreement between the City of Pembroke Pines and the McClatchy Company, LLC. for the distribution/ direct mail advertising services of Pembroke Pines City Connect for an annual cost not to exceed \$22,824.62.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$22,824.62 annual amount based on \$3,538.82 per issue plus \$1,591.70

Agenda Request Form Continued (22-0780)

annually for the annual map and address file (6 issues per year)

b) Amount budgeted for this item in Account No: \$22,824.62 -

001-512-0201-547140-0000-000-0000-00315

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project:

	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
Revenues					
Expenditures	\$22,824.62				
Net Cost	\$22,824.62				

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable



City of Pembroke Pines

**FOURTH AMENDMENT TO
DIRECT MAIL ADVERTISING AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MCCLATCHY COMPANY, LLC**

THIS AMENDMENT ("Fourth Amendment"), dated March 30, 2022, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "ADVERTISER",

and

THE MCCLATCHY COMPANY, LLC, a Limited Liability Company as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1601 Alhambra Boulevard, Suite 100, Sacramento CA 95816**, hereinafter referred to as "MHMC". "ADVERTISER" and "MHMC" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 24th, 2015**, the Parties entered into a Direct Mail Advertising Agreement ("Original Agreement") for the distribution of the City Connect newspaper to residents and businesses throughout the City of Pembroke Pines, for an initial **two (2) year period**, which expired on **September 30th, 2017**; and,

WHEREAS, on **September 14th, 2017**, the Parties executed the First Amendment to the Original Agreement to revise and supplement the terms contained therein and renew the for an additional two (2) year period which expired on **August 23rd, 2019**; and,

WHEREAS, on **October 10th, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise the terms contained therein and renew the term for an additional two (2) year period which expired on **September 30th, 2021**; and,

WHEREAS, on **August 25th, 2021**, the Parties executed the Third Amendment to the Original Agreement, as amended, to revise the terms contained therein and renew the term for an additional two (2) year period which expires on **September 30th, 2023**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to increase the annual cost of the direct mail advertising services and supplement the terms contained therein as set forth in this Fourth Amendment.



City of Pembroke Pines

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Fourth Amendment, or any subsequent amendment, which is in ~~strikethrough~~ type shall be deletions from the terms of the Original Agreement, as amended, and language in underlined type shall be additions to the terms of the Original Agreement, as amended.

SECTION 3. Exhibit "A-3", entitled "Quote Sheet", attached to the Original Agreement, as amended, is hereby repealed and replaced with **Exhibit "A-4"**, entitled "**Quote Sheet**", attached to this Fourth Amendment, and incorporated into the Original Agreement, as amended, by this reference to reflect the new pricing payable every two months.

SECTION 4. Section entitled **Public Records** of the Original Agreement, as amended, is hereby revised and amended as set forth below:

Public Records. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The MHMC shall comply with Florida's Public Records Law. Specifically, the MHMC shall:

- A) Keep and maintain public records required by the ADVERTISER to perform the service;
- B) Upon request from the ADVERTISER's custodian of public records, provide the ADVERTISER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, MHMC shall destroy all copies of such confidential and exempt records remaining in its possession after the MHMC transfers the records in its possession to the ADVERTISER; and
- D) Upon completion of the Agreement, MHMC shall transfer to the ADVERTISER, at no cost to the ADVERTISER, all public records in MHMC's possession. All records stored electronically by the MHMC must be provided to the ADVERTISER, upon request from the ADVERTISER's custodian of public records, in a format that is compatible with the information technology systems of



City of Pembroke Pines

the ADVERTISER.

The failure of MHMC to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the ADVERTISER may terminate the Agreement in accordance with the terms herein.

IF THE MHMC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MHMC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
10100 PINES BOULEVARD, 5TH FLOOR
601 CITY CENTER WAY, 4TH FLOOR
PEMBROKE PINES, FL 330265
(954) 450-1050
mgraham@ppines.com**

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fourth Amendment.

SECTION 9. This Fourth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fourth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ADVERTISER:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham March 30, 2022

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:

By: Charles F. Dodge March 30, 2022

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

013E807C194B4F5...

Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

MHMC:

THE MCCLATCHY COMPANY, LLC

Signed By: Richard Ruzhant

Printed Name: RICHARD RUZHANT

Title: CORPORATE VP OF OPERATIONS

3/13/2022

Exhibit A-4

Miami HeraldMEDIA COMPANY
Quote Sheet

Bid #: 4538 **Date:** 03/02/22

Advertiser: City of Pembroke Pines
2021- 2022 2yr Term Agreement

Sales Rep: Bonita Adams

Quantity: 66,134

List: 2 Year Multiple Use List

Material Delivery Instructions: The files should be sent to commercialprint@miamiherald.com
and commercialprinting@sunsentinel.com

Product Description: 20 or 24 TAB 12x11 Newsprint or
28 or 32 Tab 12x11 Newsprint

Lettershop Services: Inkjet N&A on Cheshire labels, postal presort sort, tie, & bag.
*Address block must be a minimum of 4.5" w x 2.5" h
(New postal regulations for Flats, address block needs to be on top of back page.)
Client's Indicia pre-printed

1 Year Map and File Process Map \$275 & File Process \$1,316.70 (\$19.95 per Thousand) Annual Fee for
updating Map and Address file.

2 yr Price for Letter-shop/ CPM: \$27/m = \$1,785.61

2 yr. 6 DDU drops: \$606

Production Schedule: TBD
Standard Bulk 1-11 day delivery

2 yr. USPS Additional Drops: \$135.00 per location for either GMF Miami or SCF South Florida.
\$150.00 Ft. Lauderdale and \$300 for West Palm Beach.
Rate is for up to 2000 pounds.

If Applicable Delivery of Overruns: \$135.00 per location other than The Miami Herald.
**Additional delivery charges will apply for any additional deliveries. Charges TBD based on
number of boxes/weight & location of delivery.

Total: (Plus Postage) \$2,391.61 + \$1,591.70 (Annual Map & Address File Fee)
for 24 pg Tab Postage TBD Total \$3,983.31

Prices Based as Quoted

Price includes printing, letter shop and a Herald Consumer list with up to three selects List: If
supplied, as long as the data comes to us in one of our acceptable formats and there's no
manual manipulation to do we will include the services in our package price.
Final postage will be given at the time file is provided.

Unless specified, price does not include pre-press, mailing surcharges, courier / freight charges, specialized
list, tabs, postage or 7.0 % sales taxes. Prices are good for 30 days and are based on current paper prices.
Our responsibility ends with a signed form 3602 by the Post Office accepting product delivery.
PLEASE SIGN AND RETURN BOTH COPIES FOR AGREEMENT

Company: _____

Agency: _____

Address: _____

Signed by: _____

Title: _____

DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...
City Manager
(Must be signed by Principal of Firm)

Sales Representative

Accepted:
MIAMI HERALD MEDIA COMPANY
Richard Kuznetsov
Advertising Manager

3/22/22



City of Pembroke Pines

**THIRD AMENDMENT TO
DIRECT MAIL ADVERTISING AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MCCLATCHY COMPANY, LLC**

THIS AMENDMENT (“Third Amendment”), dated August 25, 2021, is by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "ADVERTISER",

and

THE MCCLATCHY COMPANY, LLC, a **Foreign Limited Liability Company** as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1601 Alhambra Blvd., Suite 100, Sacramento CA 95816**, hereinafter referred to as "MHMC". "ADVERTISER" and "MHMC" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 24th, 2015**, the Parties entered into a Direct Mail Advertising Agreement for the distribution of the *City Connect* newspaper to residents and businesses throughout the City of Pembroke Pines ("Original Agreement"), for an initial **two (2) year period**, which expired on **September 30th, 2017**; and,

WHEREAS, on **September 14th, 2017**, the Parties executed the First Amendment to the Original Agreement to revise and supplement the terms contained therein and to renew the term for an additional two (2) year period which expired on **August 23rd, 2019**; and,

WHEREAS, on **October 10th, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise and supplement the terms contained therein and to renew the term for an additional two (2) year period which expires on **September 30th, 2021**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to supplement the terms of the Original Agreement, as amended, and renew the term for an additional **two (2) year period** which shall commence on **October 1st, 2021** and naturally expire on **September 30th, 2023** as set forth in this Third Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and



City of Pembroke Pines

other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Third Amendment, or any subsequent amendment, which is in ~~striketrough~~ type shall be deletions from the terms of the Original Agreement, as amended, and language in underlined type shall be additions to the terms of the Original Agreement, as amended.

SECTION 3. The Original Agreement, as amended, is hereby renewed for an additional **two (2) year** term which shall commence on **October 1st, 2021** and naturally expire on **September 30th, 2023**.

SECTION 4. Exhibit A, entitled "**Quote Sheet**", attached to the Original Agreement, as amended, is hereby repealed and replaced with **Exhibit A-3**, entitled "**Quote Sheet**", attached to this Third Amendment, and incorporated into the Original Agreement, as amended, by this reference to reflect the revised pricing.

SECTION 5. Nothing set forth in the Original Agreement, as amended, shall be considered nor construed as a waiver of ADVERTISER's rights and immunities under the common law or §768.23, Florida Statutes.

SECTION 6. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, ADVERTISER and CITY designate the following as the respective places for giving of notice:

ADVERTISER: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

MHMC: **Bonita Adams – Account Executive**
Miami Herald



City of Pembroke Pines

11410 NW 20th St, Suite 222

Sweetwater, FL 33172

E-mail: badams@miamiherald.com

Telephone No: (305) 376-8914

Copy To: The McClatchy Company, LLC
1601 Alhambra Boulevard, Suite 100
Sacramento, CA 95816
Attn: Legal Department

SECTION 7. Scrutinized Companies. MHMC, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

7.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

7.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

7.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

7.2.2 Is engaged in business operations in Syria.

SECTION 8. Employment Eligibility. MHMC certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

8.1 Definitions for this Section.

8.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

8.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

8.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.



8.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

8.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

8.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

8.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

8.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 10. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.



City of Pembroke Pines

SECTION 12. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Third Amendment.

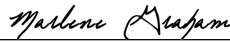
SECTION 13. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

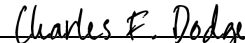
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

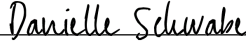
ADVERTISER:

CITY OF PEMBROKE PINES

DocuSigned by:

 August 25, 2021
 E858EEE04EEF4F3...
 MARLENE D. GRAHAM,
 CITY CLERK

DocuSigned by:

 August 25, 2021
 47B966ECFDAD4AC...
 CHARLES F. DODGE
 CITY MANAGER

APPROVED AS TO FORM

DocuSigned by:

 August 25, 2021
 013E807C191D4FF...
 Print Name: Danielle Schwabe
 OFFICE OF THE CITY ATTORNEY

MHMC:

THE MCCLATCHY COMPANY, LLC

Signed By: Janet Santostefano

Print Name: Janet Santostefano

Title: East Region SMB VP

**MEDIA COMPANY
Quote Sheet**

Bid #: 4537 **Date:** 07/15/21

Advertiser: City of Pembroke Pines
2021- 2022 2yr Term Agreement

Sales Rep: Bonita Adams

Quantity: 66,134

List: 2 Year Multiple Use List

Material Delivery Instructions: The files should be sent to commercialprint@miamiherald.com and commercialprinting@sunsentinel.com

Product Description: 20 or 24 TAB 12x11 Newsprint or
28 or 32 Tab 12x11 Newsprint

Lettershop Services: Inkjet N&A on Cheshire labels, postal presort sort, tie, & bag.
*Address block must be a minimum of 4.5"w x2.5"h
(New postal regulations for Flats, address block needs to be on top of back page.)
Clients's Indicia pre-printed

2 yr Price for Letter-shop/ CPM: \$27/m= \$1,785.61

2 yr. 6 DDU drops: \$606

Production Schedule: TBD
Standard Bulk 1-11 day delivery

2 yr. USPS Additional Drops: \$135.00 per location for either GMF Miami or SCF South Florida.
\$150.00 Ft. Lauderdale and \$300 for West Palm Beach.
Rate is for up to 2000 pounds.

If Applicable Delivery of Overruns: \$135.00 per location other than The Miami Herald.
**Additional delivery charges will apply for any additional deliveries. Charges TBD based on number of boxes/weight & location of delivery.

Total: (Plus Postage) \$2,391.61 for 24 pg Tab
Postage TBD

Prices Based as Quoted

Price includes printing, letter shop and a Herald Consumer list with up to three selects List: If supplied, as long as the data comes to us in one of our acceptable formats and there's no manual manipulation to do we will include the services in our package price.

Final postage will be given at the time file is provided.

Unless specified, price does not include pre-press, mailing surcharges, courier / freight charges, specialized list, tabs, postage or 7.0 % sales taxes. Prices are good for 30 days and are based on current paper prices.

Our responsibility ends with a signed form 3602 by the Post Office accepting product delivery.

PLEASE SIGN AND RETURN BOTH COPIES FOR AGREEMENT

Company: _____

Agency: _____

Address: _____

Signed by: _____

Title: _____
(Must be signed by Principal of Firm)

Sales Representative

Accepted:
MIAMI HERALD MEDIA COMPANY

Advertising Manager

DIRECT MAIL ADVERTISING AGREEMENT

The following additional terms to the Direct Mail Advertising Agreement (the "Agreement") have been agreed to between Miami Herald Holding Company, Inc., a Delaware corporation dba Miami Herald Media Company ("**MHMC**") and the company engaging MHMC to provide Direct Mail Advertising services (the "Advertiser"):

Rates. MHMC reserves the right to revise rates, terms and specifications contained in the current rate cards at any time.

Use of Mailing Lists. MHMC does not guarantee the accuracy of any mailing lists being used by MHMC pursuant to this Agreement, regardless of whether the mailing lists are rented from a third party or are maintained by MHMC.

Use of Postal Permits. If the Advertiser chooses to use the Advertiser's (or another third party's) postal permit, then adequate estimated postage must be deposited in the permit account at least 3 business days prior to any scheduled postal drop date and, if this does not occur, MHMC shall not be responsible for meeting the scheduled postal drop date. If the Advertiser chooses to use MHMC's postal permit, then adequate estimated postage must be delivered to and received by MHMC at least 5 business days prior to any scheduled postal drop date and, if this does not occur, MHMC shall not be responsible for meeting the scheduled postal drop date.

Determination of Postage. Final determination of any postage amounts required to mail the advertising product produced pursuant to this Agreement will be made by the United States Postal Service ("USPS"). Advertiser acknowledges that, once MHMC has delivered the advertising product produced pursuant to this Agreement to USPS and the product has been cleared and verified by USPS, MHMC has no further responsibility for delivery of such product. MHMC expressly disclaims any guarantee of delivery and documentation of such delivery rests expressly with USPS.

Response to Direct Mail. MHMC does not represent or warrant that an advertising product produced and mailed pursuant to this Agreement will result in any specific "success rate" or "response rate."

Shortages of Advertising Product. Advertiser acknowledges that the routine printing and pre-press production of advertising product may result, in some cases, in mechanical damage to the printed material, shrinkage and other defacement of the advertising product which will cause certain pieces to be unsuitable for mailing. Advertiser acknowledges that, as a result, there may be a shortage in the advertising product which is available for a scheduled drop date. In this event, MHMC hereby undertakes to cure the shortage expeditiously and Advertiser hereby agrees in advance that such action by MHMC will mitigate any damages that might otherwise be available to Advertiser as a result of such an event.

Review of Proofs. MHMC is not liable for any error in a direct mail advertising product unless Advertiser has requested an advertising proof in writing, the advertising proof is clearly marked with any errors and MHMC is notified of the errors before the product is printed.

Copyrights. Advertiser agrees that by using the services of MHMC to provide direct mail advertising services, Advertiser licenses to MHMC on a non-exclusive basis all copyrights and other ownership rights in the advertising product, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital electronic medium. Advertiser represents that any copy submitted to MHMC is truthful and in compliance with all copyright laws and all other applicable laws and regulations.

Payment. Advertiser hereby warrants that it is not insolvent and that payment due will be paid in full upon receipt. Late payments will be subject to a finance charge at the maximum rate allowable under Florida law until paid. If any bills are not paid within the terms established, MHMC reserves the right to cancel this Agreement without notice and all charges incurred by MHMC prior to the date of cancellation shall be immediately due and payable to MHMC. In the event of a filing by or against Advertiser of a petition under the Bankruptcy Code, MHMC may cancel this Agreement and demand payment of all charges incurred by MHMC prior to the date of cancellation.

Indemnification. Advertiser agrees to indemnify and hold harmless MHMC and its affiliates, successors, or assigns against any and all costs, claims, damages or liability resulting from the transmission of the advertising product or arising from any breach of this Agreement. Advertiser agrees to indemnify and hold harmless MHMC and its affiliates, successors, or assigns for all expenses MHMC may incur to enforce collection of any amount due under this Agreement and agrees to pay all attorneys' fees and court costs incurred by MHMC in relation to such collection action.

Unavoidable Nonperformance. Advertiser and MHMC will not incur any liability to the other hereunder if performance by such party is prevented, interfered with or omitted due to (a) failure of facilities, which failure is outside the control of the party; (b) acts of God; (c) governmental action or (d) other similar extraordinary causes beyond the control of the party failing to perform.

Limitation of Remedies and Liability. In the event of alleged breach by MHMC of the Agreement or any other claims by the Advertiser against MHMC related to the Agreement, MHMC shall in no event be liable for any incidental or consequential damages, and MHMC shall in no event be liable for damages in excess of any amounts actually paid by the Advertiser to MHMC under the Agreement (which damage amount shall be the Advertiser's exclusive remedy).

Choice of Law; Amendment; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of law principles. The relationship between the Advertiser and MHMC is one of independent contractor. Nothing in the Agreement shall be construed as creating a joint venture or partnership between the parties. Accordingly, neither party has the authority (implied, apparent or expressed) to bind the other with respect to any matter. No modifications of the Agreement shall be binding upon either of the parties unless confirmed by a written instrument signed by Advertiser and MHMC. MHMC shall have the right to assign any and all of its rights under the Agreement to any of its affiliates, subsidiaries or successors. Advertiser shall not have the right to assign any of its rights or obligations under the Agreement without MHMC's written consent.

Consent to Jurisdiction. MHMC and Advertiser hereby irrevocably submit themselves to the jurisdiction of the courts of the State of Florida and to the jurisdiction of the United States District Court for the Southern District of Florida for the purposes of any action or other proceeding arising out of, or relating to, this Agreement and hereby waive and agree not to assert against each other in any action or proceeding any claim that they are not personally subject to the jurisdiction of the above-named courts. **Advertiser and MHMC knowingly, voluntarily and intentionally waive the right that each may have to a trial by jury with respect to any actions arising out of, or relating to, this Agreement.** In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' and paralegals' fees, costs and expenses, including fees and costs at the appellate level, in addition to any other relief to which it may be entitled. Each party hereto agrees that prior to instituting any lawsuit with regard to any dispute hereunder, the party will fully inform the other party of the nature of the dispute and anticipated claim and offer the other party a reasonable opportunity to cure. MHMC shall not be in breach of the Agreement absent written notice of the alleged breach to MHMC and failure by MHMC to cure (or to commence to cure) the breach within thirty (30) calendar days after receipt of the notice.

Signed by _____



**SECOND AMENDMENT TO DIRECT MAIL ADVERTISING
AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND
MIAMI HERALD MEDIA COMPANY**

THIS AGREEMENT ("Agreement"), dated this 10th day of October 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "ADVERTISER",

and

MIAMI HERALD MEDIA COMPANY, a foreign, for profit corporation authorized to do business in the State of Florida, with a local business address of 3511 NW 91 Ave, Miami, FL 33196, hereinafter referred to as "MHMC". "ADVERTISER" and "MHMC" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **September 10, 2015**, the ADVERTISER and MHMC entered into the Original Agreement ("Original Agreement") for an initial **two (2) year period**, commencing on **October 1, 2015** and expiring on **September 30, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for additional two (2) year terms evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on September 14, 2017, the Parties executed the First Amendment to amend the compensation amount and to enter into the first two (2) year renewal period, commencing on October 1, 2017 and expiring on September 30, 2019; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement, as amended, and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties further desire to execute the **second two (2) year renewal** option and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.



WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Exhibit A "Quote Sheet" is hereby repealed and replaced with the **Exhibit A "Quote Sheet"** of this Second Amendment, attached hereto and by this reference made a part hereof.

SECTION 3. The Section of the Original Agreement, as amended, entitled "Payment" is hereby amended by the addition of the following:

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

SECTION 4. The Original Agreement, as amended, is hereby amended by the addition of the following:

Non-Discrimination and Equal Opportunity Employment. During the performance of this Agreement, neither the MHMC nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. MHMC will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. MHMC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. MHMC further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

Scrutinized Companies. MHMC, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on,



submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

Is engaged in business operations in Syria.

SECTION 5. The Original Agreement, as amended, is hereby renewed for the **two (2) year** renewal period commencing on **October 1, 2019** and terminating on **September 30, 2021**.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, as amended, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by this Second Amendment, and the First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each Exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

ADVERTISER:


MARLENE D. GRAHAM,
CITY CLERK

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY

MHMC:

MIAMI HERALD MEDIA COMPANY

BY: 

Print Name: Donna Boase

Title: Local Client Solutions Mgr

WITNESSES

Print Name

Print Name

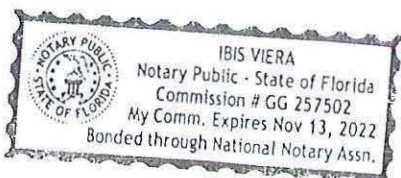
STATE OF Florida)

) ss:

COUNTY OF Miami - Dade)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Donna Boase as Manager of **MIAMI HERALD MEDIA COMPANY**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **MIAMI HERALD MEDIA COMPANY**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 1 day of October, 2019.




NOTARY PUBLIC

Ibis Viera
(Name of Notary Typed, Printed or Stamped)

Quote Sheet

Project Description: 2020 & 2021 – 2yr. Term Agreement
Bid # 2337 **List & Letter shop Campaign**
Date: 7/25/19
Advertiser: The City of Pembroke Pines
Sales Representative: Mauro Ponce
Quantity: 66,131
List: Residential & Business addresses (no vacancies) in select zip codes within city boundaries
Product Description: Supplied pre-printed piece
 20 or 24 tab 12X11 newsprint or
 28 or 32 tab 12x11 newsprint
Lettershop: Inkjet N&A on Cheshire labels, postal presort, sort, tie, & bag.
 * Address block must be a minimum of 4.5" w x 2.5" h.
 (New postal regulations for Flats, address block needs to be on top of back page)
 Client's indicia pre-printed (Sample supplied)
2yr Multi Use List Price: No Charge
2 yr. Price for Letter-shop/ CPM: \$26/M = \$1,719.40
2 yr. 6 DDU drops: \$562
Materials Delivery Instructions: Supplied directly to printer Julio Morales. All pieces must be delivered to address at one time.
Production Schedule: TBD
 Standard bulk 1-11 day delivery
2 yr. USPS Additional Drops: \$135.00 for each drop for either GMF Miami or SCF South Florida. \$150.00 for Ft. Lauderdale and \$300.00 for West Palm Beach. Rate are for up to 2000 pounds.
If Applicable Delivery of overruns: \$135.00 per location other than The Miami Herald **Additional delivery charges will apply for any additional deliveries. Charges TBD based on number of boxes/weight & location of delivery**
TOTAL: (Plus postage) \$2,281.40 for 24 pg. Tab

Postage TBD (Based on standard or non-profit permit)

Price includes letter shop. Our responsibility ends with a signed form 3602 by the Post Office accepting product delivery. "This Agreement may be renewed for additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof."

The listed Postage estimate is subject to change based on final piece design, address file, point of entry of the mail, method of delivery to the Post Office and or changes to US. Postal Regulations.

Unless specified, price does not include pre-press, mailing surcharges, courier / freight charges, specialized list, tabs, postage or 7.0% sales taxes. Prices are good for 30 days and are based on current paper prices.

Our responsibility ends with a signed form 3602 by the Post Office accepting product delivery.

PLEASE SIGN AND RETURN BOTH COPIES FOR AGREEMENT

Company: _____

Address: _____

City/State/Zip: _____

Signed by: _____
 (Must be signed by Principal of Firm)

Local Sales Representative

Accepted:
 MIAMI HERALD

Advertising Manager



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 19.

File ID: 19-1251

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/21/2019

Short Title: Contracts Database Report

Final Action: 11/13/2019

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Anderson Aquatics LLC - Full Service USA Swimming & Aquatic Program

(B) Miami Herald Media Company- Direct Mail Advertising

(C) Safeguard Services, Inc. - Janitorial Services for Charter Schools & Early Development Centers

***Agenda Date:** 11/13/2019

Agenda Number: 19.

Internal Notes:

Attachments: 1. Contracts Database Report - November 13, 2019, 2. Anderson Aquatics - Competitive Swim Team Agreement (All Backup), 3. Miami Herald Media Company - Direct Mail Advertising -(All Backup), 4. Safeguard Services, Inc. - Janitorial Services for Charter Schools & EDC (All Backup)

1 City Commission 11/13/2019 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Castillo, Siple, Good Jr., and Schwartz

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Anderson Aquatics LLC - Full Service USA Swimming & Aquatic Program

(B) Miami Herald Media Company- Direct Mail Advertising

(C) Safeguard Services, Inc. - Janitorial Services for Charter Schools & Early

Development Centers

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Report for renewal.

(A) Anderson Aquatics LLC - Full Service USA Swimming & Aquatic Program

1. On April 9, 2018, the City entered into an Agreement with Anderson Aquatics LLC for an initial period, commencing April 1, 2018 and expiring December 31, 2019.
2. The City of Pembroke Pines Recreation and Cultural Arts Department contracts Anderson Aquatics LLC to provide a complete and full service USA Swimming program or any other nationally recognized aquatic program approved by the parks and recreation director.
3. Section 1.1 of the Original Agreement allows for two (2) additional four (4) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Recreation and Cultural Arts Department recommends that the City Commission approve this First Amendment to renew the term for a four (4) year period commencing on January 1, 2020 and ending on December 31, 2023, as allowed by the agreement.

DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347573-7001, 1-347565-7001 and 1-347225-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$61,000	\$61,000	\$61,000	\$61,000	\$0.00
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$61,000	\$61,000	\$61,000	\$61,000	\$0.00

e) **Detail of additional staff requirements:** Not Applicable

(B) Miami Herald Media Company- Direct Mail Advertising

1. On September 10, 2015, the City entered into a direct mail advertising agreement with the Miami Herald Media Company for an initial two (2) year period, commencing October 1, 2015 and expiring September 30, 2017.
2. The City of Pembroke Pines Media Division utilizes the services of the Miami Herald Media Company to provide direct mail advertising of the City Connect newspaper.
3. The Original Agreement allows for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On September 14, 2017 the Parties executed the First Amendment for the first two (2) year renewal period.
5. The Media Division Department recommends that the City Commission approve this Second Amendment for the second two (2) year renewal term commencing October 1, 2019 and ending September 30, 2021, as allowed by the original agreement.

Financial Impact

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$27,376.80
- b) **Amount budgeted for this item in Account No:** 1-512-201-315-47140
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** See Projection below

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$13,688.40	\$13,688.40	\$.00	\$.00	\$.00
Net Cost	\$13,688.40	\$13,688.40	\$.00	\$.00	\$.00

e) **Detail of additional staff requirements:** Not Applicable

(C) Safeguard Services, Inc. - Janitorial Services for Charter Schools & Early Development Centers

1. On July 20, 2017, the City entered into a contractual service agreement with Safeguard Services, Inc. for an initial three (3) year period, commencing July 1, 2017 and expiring June 30, 2020.

2. The City of Pembroke Pines Charter Schools and Early Development Centers contract Safeguard Services, Inc. to provide janitorial services.
3. Section 3.2 of the Original Agreement allows for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Charter Schools and Early Development Centers recommend that the City Commission approve this First Amendment for the first, three (3) year renewal term commencing July 1, 2020 and ending June 30, 2023, as allowed by the agreement.

Financial Impact

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Total Renewal Cost for the Charter Schools and Early Development Centers is \$1,283,300, annually.

b) Amount budgeted for this item in Account No:

For Charter Schools \$1,078,488 under the 34500-350 Contract- building maintenance accounts:

East Elementary	170-569-5051-550-34500-7900-350	\$136,080
West Elementary	170-569-5051-551-34500-7900-350	\$109,728
Central Elementary	170-569-5051-552-34500-7900-350	\$115,482
West Middle	171-569-5052-553-34500-7900-350	\$109,728
Central Middle	171-569-5052-554-34500-7900-350	\$115,482
Academic Village	172-569-5053-34500-7900-350	\$357,012
FSU Elementary	173-569-5061-34500-7900-350	\$134,976

For Early Development Centers \$204,812 under the 34500 Contract- building maintenance accounts:

East EDC	1-569-5002-203-34500	\$41,876
WCY EDC	1-569-5002-205-34500	\$49,560
West EDC	1-569-5002-208-34500	\$59,724
Central EDC	1-569-5002-209-34500	\$53,652

c) Source of funding for difference, if not fully budgeted: Not applicable

d) 5 year projection of the operational cost of the project:

Charter Schools (Fiscal Year starts on July 1st and ends on June 30th):

	7/1/20 - 6/30/21	7/1/21 - 6/30/22	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$1,078,488	\$1,078,488	\$1,078,488	TBD	TBD
Net Cost	\$1,078,488	\$1,078,488	\$1,078,488	TBD	TBD

Early Development Centers (Fiscal Year starts on October 1st and ends on September 30th):

	7/1/20-9/30/20	10/1/20 - 9/30/21	10/1/21- 9/30/22	10/1/22 - 6/30/23	7/1/23 - 9/30/24
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$51,203	\$204,812	\$204,812	\$153,609	TBD
Net Cost	\$51,203	\$204,812	\$204,812	\$153,609	TBD

e) **Detail of additional staff requirements:** Not applicable



**FIRST AMENDMENT TO THE
DIRECT MAIL ADVERTISING AGREEMENT
FOR CITY CONNECT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MIAMI HERALD**

THIS AGREEMENT, dated this 14 day of September 2017, *nunc pro tunc* August 23, 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY",

and

THE MIAMI HERALD HOLDING COMPANY, INC., a Delaware corporation d/b/a **The Miami Herald Media Company**, authorized to do business in the State of Florida, with a business address of 3511 NW 91 Avenue, Miami, Florida 33172, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, the CITY publishes "CITY CONNECT", which is currently a four-color, bi-monthly, 24-page tabloid size (11x12) newspaper; and,

WHEREAS, the CITY has a need to distribute CITY CONNECT to approximately 64,000 residents and businesses throughout the City and dropped at key locations; and,

WHEREAS, the City procured pricing for this distribution/direct mail advertising service under Section 35.25 of the Procurement Code;

WHEREAS, the Contractor was determined to be the most responsive/responsible vendor;

WHEREAS, Section 35.18(C)(7)(e) of the Procurement Code authorizes the City to enter into contractual services for **advertising for the purpose of public notifications**, without the competitive procurement requirement; and,

WHEREAS, Section 35.18(C)(7)(i) of the Procurement Code authorizes the City to enter into contractual services for **promotional items purchased for distribution to the public**, without the competitive procurement requirement; and,

WHEREAS, on August 24, 2015, the CITY and CONTRACTOR entered into the Original Agreement for **distribution/direct mail advertising service** for an initial **two (2) year period**, through August 23, 2017; and,



WHEREAS, the Original Agreement authorized the renewal of the Agreement for **additional two (2) year terms** upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof; and,

WHEREAS, the pricing in the Original Agreement was for an estimated bi-monthly cost of \$2,176.93 which equates to \$13,061.58 annually based on the estimated quantities; and,

WHEREAS, the CONTRACTOR has proposed updated pricing for an estimated bi-monthly cost of \$2,281.40 which equates to \$13,688.40 annually, based on the estimated quantities; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to execute the **first two (2) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The pricing is hereby amended as shown in **Exhibit A "Quote Sheet"**.

SECTION 3. The Original Agreement is hereby amended by the addition of the following section related to Public Records:

Public Records. The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A) Keep and maintain public records required by the CITY to perform the service;
- B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- C) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following



completion of the contract if the contractor does not transfer the records to the CITY; and

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

The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

SECTION 4. The Original Agreement is hereby renewed for the **first two (2) year renewal** period commencing on **August 24, 2017**, through **August 23, 2019**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.



SECTION 7. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

MARLENE D. GRAHAM,
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

WITNESSES

Althea Everett
Print Name

Joe Bilella
Print Name

CONTRACTOR:

THE MIAMI HERALD HOLDING COMPANY, INC.
D/B/A THE MIAMI HERALD MEDIA COMPANY

BY:

Print Name: Michelle Ionescu

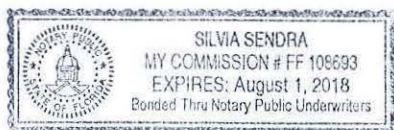
Title: Director, National Account Sales
and Direct Marketing

STATE OF Florida

COUNTY OF Miami-Dade ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Michelle Ionescu as Director, National Account Sales of THE MIAMI HERALD HOLDING COMPANY, INC. D/B/A THE MIAMI HERALD MEDIA COMPANY, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of THE MIAMI HERALD HOLDING COMPANY, INC. D/B/A THE MIAMI HERALD MEDIA COMPANY, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30 day of August, 2017.



NOTARY PUBLIC

Silvia Sendra
(Name of Notary Typed, Printed or Stamped)

Miami Herald el Nuevo Herald

Exhibit A - Quote Sheet

Project Description: 2018 & 2019 – 2yr. Term Agreement
List & Letter shop Campaign

Bid # 2337
Advertiser: The City of Pembroke Pines

Date: 8/22/17

Sales Representative: Mauro Ponce
Quantity: 66,131
List: Residential & Business addresses (no vacancies) in select zip codes within city boundaries
Product Description: Supplied pre-printed piece
20 or 24 tab 12X11 newsprint or
28 or 32 tab 12x11 newsprint
Lettershop: Inkjet N&A on Cheshire labels, postal presort, sort, tie, & bag.
* Address block must be a minimum of 4.5" w x 2.5" h.
(New postal regulations for Flats, address block needs to be on top of back page)
Client's indicia pre-printed (Sample supplied)
1yr Multi Use List Price: No Charge
1 yr. Price for Lettershop / CPM: \$26/M = \$1,719.40
1yr. 6 DDU drops: \$562
Materials Delivery Instructions: Supplied directly to printer Julio Morales. All pieces must be delivered to address at one time.
Production Schedule: TBD
Standard bulk 1-11 days delivery.
1 yr. USPS Additional Drops: \$135.00 for each drop for either GMF Miami or SCF South Florida. \$150.00 for Ft. Lauderdale and \$300.00 for West Palm Beach. Rate are for up to 2000 pounds.
If Applicable Delivery of overruns: \$135.00 per location other than The Miami Herald
Additional delivery charges will apply for any additional deliveries. Charges TBD based on number of boxes/weight & location of delivery
TOTAL: (Plus postage) \$2,281.40 for 24 pg Tab
Postage TBD (Based on standard or non-profit permit)
Price includes letter shop. Our responsibility ends with a signed form 3602 by the Post Office accepting product delivery. "This Agreement may be renewed for additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof."

The listed Postage estimate is subject to change based on final piece design, address file, point of entry of the mail, method of delivery to the Post Office and or changes to US. Postal Regulations.

Unless specified, price does not include pre-press, mailing surcharges, courier / freight charges, specialized list, tabs, postage or 7.0% sales taxes. Prices are good for 30 days and are based on current paper prices.

Our responsibility ends with a signed form 3602 by the Post Office accepting product delivery.

PLEASE SIGN AND RETURN BOTH COPIES FOR AGREEMENT

Company: City of Pembroke Pines

Agency: _____

Address: 601 City Center Way

City/State/Zip: Pembroke Pines, FL 33025

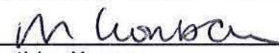
Signed by: Charles J. Dada

(Must be signed by Principal of Firm)


Sales Representative


Accepted:

MIAMI HERALD MEDIA COMPANY


Advertising Manager

APPROVED AS TO LEGAL FORM

Page 6 of 6


OFFICE OF THE CITY ATTORNEY
DATED: 9-13-17

HeraldDirect

RESULTS-DRIVEN DIRECT MARKETERS

Quote Sheet

Project Description: October 2015 – 2yr. Term Agreement
List & Letter shop Campaign
Date: 8/24/15

Advertiser: The City of Pembroke Pines

Sales Representative: Bonita Adams

Quantity: 64,597

List: Residential & Business addresses (no vacancies) in select zip codes within city boundaries

Product Description: Supplied pre-printed piece (16 or 20 tab 12X11 newsprint)

Lettershop: Inkjet N&A on Cheshire labels, postal presort, sort, tie, & bag.
* Address block must be a minimum of 4.5" w x 2.5" h.
(New postal regulations for Flats, address block needs to be on top of back page)
Client's indicia pre-printed (Sample supplied)

1yr Multi Use List Price: No Charge

1 yr. Price for Lettershop / CPM: \$25/M = \$1614.93

1yr. 6 DDU drops: \$562

Materials Delivery Instructions: Supplied directly to printer Julio Morales. All pieces must be delivered to address at one time.

Production Schedule: TBD
Standard bulk 1-11 days delivery.

1 yr. USPS Additional Drops: \$135.00 for each drop for either GMF Miami or SCF South Florida. \$150.00 for Ft. Lauderdale and \$300.00 for West Palm Beach. Rate are for up to 2000 pounds.

If Applicable Delivery of overruns: \$135.00 per location other than The Miami Herald
Additional delivery charges will apply for any additional deliveries. Charges TBD based on number of boxes/weight & location of delivery

TOTAL: (Plus postage) \$2,176.93
Postage TBD (Based on standard or non-profit permit)

Price includes letter shop. **Our responsibility ends with a signed form 3602 by the Post Office accepting product delivery.** "This Agreement may be renewed for additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof."

The listed Postage estimate is subject to change based on final piece design, address file, point of entry of the mail, method of delivery to the Post Office and or changes to US. Postal Regulations.

Unless specified, price does not include pre-press, mailing surcharges, courier / freight charges, specialized list, tabs, postage or 7.0% sales taxes. Prices are good for 30 days and are based on current paper prices.

Our responsibility ends with a signed form 3602 by the Post Office accepting product delivery.

PLEASE SIGN AND RETURN BOTH COPIES FOR AGREEMENT

Company: City of Pembroke Pines

Agency: _____

Address: _____

Sales Representative

Accepted: _____

THE MIAMI HERALD PUBLISHING
A Division of Knight-Ridder, Inc.

Advertising Manager

APPROVED AS TO LEGAL FORM
City/State/Zip
Signed by: _____

(Must be signed by Principal of Firm)

OFFICE OF THE CITY ATTORNEY

DATED: 9-10-15

DIRECT MAIL ADVERTISING AGREEMENT

The following additional terms to the Direct Mail Advertising Agreement (the "Agreement") have been agreed to between The Miami Herald Holding Company, Inc., a Delaware corporation dba The Miami Herald Media Company ("MHMC") and the company engaging MHMC to provide Direct Mail Advertising services (the "Advertiser"):

Rates. MHMC reserves the right to revise rates, terms and specifications contained in the current rate cards at any time.

Use of Mailing Lists. MHMC does not guarantee the accuracy of any mailing lists being used by MHMC pursuant to this Agreement, regardless of whether the mailing lists are rented from a third party or are maintained by MHMC.

Use of Postal Permits. If the Advertiser chooses to use the Advertiser's (or another third party's) postal permit, then adequate estimated postage must be deposited in the permit account at least 3 business days prior to any scheduled postal drop date and, if this does not occur, MHMC shall not be responsible for meeting the scheduled postal drop date. If the Advertiser chooses to use MHMC's postal permit, then adequate estimated postage must be delivered to and received by MHMC at least 5 business days prior to any scheduled postal drop date and, if this does not occur, MHMC shall not be responsible for meeting the scheduled postal drop date.

Determination of Postage. Final determination of any postage amounts required to mail the advertising product produced pursuant to this Agreement will be made by the United States Postal Service ("USPS"). Advertiser acknowledges that, once MHMC has delivered the advertising product produced pursuant to this Agreement to USPS and the product has been cleared and verified by USPS, MHMC has no further responsibility for delivery of such product. MHMC expressly disclaims any guarantee of delivery and documentation of such delivery rests expressly with USPS.

Response to Direct Mail. MHMC does not represent or warrant that an advertising product produced and mailed pursuant to this Agreement will result in any specific "success rate" or "response rate."

Shortages of Advertising Product. Advertiser acknowledges that the routine printing and pre-press production of advertising product may result, in some cases, in mechanical damage to the printed material, shrinkage and other defacement of the advertising product which will cause certain pieces to be unsuitable for mailing. Advertiser acknowledges that, as a result, there may be a shortage in the advertising product which is available for a scheduled drop date. In this event, MHMC hereby undertakes to cure the shortage expeditiously and Advertiser hereby agrees in advance that such action by MHMC will mitigate any damages that might otherwise be available to Advertiser as a result of such an event.

Review of Proofs. MHMC is not liable for any error in a direct mail advertising product unless Advertiser has requested an advertising proof in writing, the advertising proof is clearly marked with any errors and MHMC is notified of the errors before the product is printed.

Copyrights. Advertiser agrees that by using the services of MHMC to provide direct mail advertising services, Advertiser licenses to MHMC on a non-exclusive basis all copyrights and other ownership rights in the advertising product, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital electronic medium. Advertiser represents that any copy submitted to MHMC is truthful and in compliance with all copyright laws and all other applicable laws and regulations.

Payment. Advertiser hereby warrants that it is not insolvent and that payment due will be paid in full upon receipt. Late payments will be subject to a finance charge at the maximum rate allowable under Florida law until paid. If any bills are not paid within the terms established, MHMC reserves the right to cancel this Agreement without notice and all charges incurred by MHMC prior to the date of cancellation shall be immediately due and payable to MHMC. In the event of a filing by or against Advertiser of a petition under the Bankruptcy Code, MHMC may cancel this Agreement and demand payment of all charges incurred by MHMC prior to the date of cancellation.

Indemnification. Advertiser agrees to indemnify and hold harmless MHMC and its affiliates, successors, or assigns against any and all costs, claims, damages or liability resulting from the transmission of the advertising product or arising from any breach of this Agreement. Advertiser agrees to indemnify and hold harmless MHMC and its affiliates, successors, or assigns for all expenses MHMC may incur to enforce collection of any amount due under this Agreement and agrees to pay all attorneys' fees and court costs incurred by MHMC in relation to such collection action.

Unavoidable Nonperformance. Advertiser and MHMC will not incur any liability to the other hereunder if performance by such party is prevented, interfered with or omitted due to (a) failure of facilities, which failure is outside the control of the party; (b) acts of God; (c) governmental action or (d) other similar extraordinary causes beyond the control of the party failing to perform.

Limitation of Remedies and Liability. In the event of alleged breach by MHMC of the Agreement or any other claims by the Advertiser against MHMC related to the Agreement, MHMC shall in no event be liable for any incidental or consequential damages, and MHMC shall in no event be liable for damages in excess of any amounts actually paid by the Advertiser to MHMC under the Agreement (which damage amount shall be the Advertiser's exclusive remedy).

Choice of Law; Amendment; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of law principles. The relationship between the Advertiser and MHMC is one of independent contractor. Nothing in the Agreement shall be construed as creating a joint venture or partnership between the parties. Accordingly, neither party has the authority (implied, apparent or expressed) to bind the other with respect to any matter. No modifications of the Agreement shall be binding upon either of the parties unless confirmed by a written instrument signed by Advertiser and MHMC. MHMC shall have the right to assign any and all of its rights under the Agreement to any of its affiliates, subsidiaries or successors. Advertiser shall not have the right to assign any of its rights or obligations under the Agreement without MHMC's written consent.

Consent to Jurisdiction. MHMC and Advertiser hereby irrevocably submit themselves to the jurisdiction of the courts of the State of Florida and to the jurisdiction of the United States District Court for the Southern District of Florida for the purposes of any action or other proceeding arising out of, or relating to, this Agreement and hereby waive and agree not to assert against each other in any action or proceeding any claim that they are not personally subject to the jurisdiction of the above-named courts. **Advertiser and MHMC knowingly, voluntarily and intentionally waive the right that each may have to a trial by jury with respect to any actions arising out of, or relating to, this Agreement.** In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' and paralegals' fees, costs and expenses, including fees and costs at the appellate level, in addition to any other relief to which it may be entitled. Each party hereto agrees that prior to instituting any lawsuit with regard to any dispute hereunder, the party will fully inform the other party of the nature of the dispute and anticipated claim and offer the other party a reasonable opportunity to cure. MHMC shall not be in breach of the Agreement absent written notice of the alleged breach to MHMC and failure by MHMC to cure (or to commence to cure) the breach within thirty (30) calendar days after receipt of the notice.

Signed by  _____