



City of Pembroke Pines

**SIXTH AMENDMENT TO PRINTING AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MCCLATCHY COMPANY, LLC**

THIS AMENDMENT ("Sixth Amendment"), dated January 18th, 2023,
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 "BUYER",

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 "PRINTER". "BUYER" and "PRINTER" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 31, 2015**, the Parties entered into an Agreement ("Original Agreement") for the printing of the Pembroke Pines City Connect publication, for an initial **two (2) year period**, which expired on **August 30, 2017**; and,

WHEREAS, on **August 30, 2017**, the Parties executed the First Amendment to the Original Agreement to supplement the terms contained therein and to renew the term for an additional **one (1) year period** which expired on **August 30, 2018**; and,

WHEREAS, on **August 30, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to supplement the terms contained therein and to renew the term for an additional **one (1) year period** which expired on **September 30, 2019**; and,

WHEREAS, on **September 5, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to supplement the terms contained therein and to renew the term for an additional **two (2) year period** which expired on **September 30, 2021**; and,

WHEREAS, on **August 8, 2021**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to supplement the terms contained therein and to renew the term for an additional **two (2) year period** which expires on **September 30, 2023**; and,

WHEREAS, on **February 2, 2022**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to increase the annual cost of the printing services; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution



City of Pembroke Pines

of the Original Agreement, as amended, and desire to increase the annual cost of the printing services as set forth in this Sixth 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-5, entitled "**Price Grid**", attached to the Fifth Amendment to the Original Agreement, as amended, is hereby repealed and replaced with Exhibit A-6, entitled "**Price Grid**", attached to this Sixth Amendment, and incorporated into the Original Agreement, as amended, by this reference to reflect the revised pricing for PRINTER's services which shall take effect upon execution hereof.

SECTION 3. Scrutinized Companies. PRINTER, 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. PRINTER 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 Sixth Amendment shall control to the extent of any such conflict or ambiguity.



City of Pembroke Pines

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 Sixth Amendment. The exhibits, if not physically attached, should be treated as part of this Sixth Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Sixth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Sixth 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 Sixth Amendment.

SECTION 9. This Sixth 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 Sixth 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.

BUYER:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham January 23, 2023

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MARLENE D. GRAHAM, CITY CLERK

BY:

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: Charles F. Dodge January 23, 2023

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

PRINTER:

THE MCCLATCHY COMPANY, LLC

Signed By: Richard Rinehart

Name: Richard Rinehart

Title: Corporate VP of Operations

Exhibit A-6 - Price Grid

MH - 2023 CP Rates

Printing and Inserting Rates

Account CPP

| | | | | | |
|-----------|--------------|--------|-------|---------|----------|
| Newsprint | Tab / Std. | Draw | Basis | Yield | m/t \$\$ |
| | 44" Tab | 70,000 | 24.6# | 321,920 | |

EFFECTIVE DATE 1/01/23 - Next Newsprint Update on 7/01/2023

| Pgs | Col | Newsprint | 50,000 | 60,000 | 70,000 | 80,000 | 90,000 | 100,000 | 110,000 | 120,000 | 130,000 | 140,000 |
|-----|-----|-----------|---------|---------|---------|--------|--------|---------|---------|---------|---------|---------|
| 8 | 8 | 24.6# | \$1,649 | \$2,095 | \$2,558 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 12 | 12 | 24.6# | \$2,223 | \$2,706 | \$3,188 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 16 | 16 | 24.6# | \$2,798 | \$3,229 | \$3,819 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 20 | 20 | 24.6# | \$3,374 | \$3,911 | \$4,449 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 24 | 24 | 24.6# | \$3,948 | \$4,593 | \$5,080 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 28 | 28 | 24.6# | \$4,523 | \$5,277 | \$5,758 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 32 | 32 | 24.6# | \$5,097 | \$5,859 | \$6,387 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 36 | 36 | 24.6# | \$5,673 | \$6,437 | \$7,018 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 40 | 40 | 24.6# | \$6,248 | \$6,939 | \$7,648 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 44 | 44 | 24.6# | \$6,822 | \$7,596 | \$8,279 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
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Trucking:

| | |
|--------------------|---|
| CPM | |
| SFInsert (1st) | |
| CPM | |
| Adt'l SFI (2+) | |
| Folding CPM | |
| Bagging CPM | |
| Shipping & Handlin | \$135.00 Deliver to Rapid Mail & Office |



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 7.

File ID: 23-0015

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/05/2023

Short Title: McClatchy Company LLC-Miami Herald 6th
Amendment

Final Action: 01/18/2023

Title: MOTION TO APPROVE THE SIXTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND THE MCCLATCHY COMPANY, LLC. FOR THE PRINTING OF PEMBROKE PINES CITY CONNECT FOR AN ANNUAL COST NOT TO EXCEED \$31,290.

***Agenda Date:** 01/18/2023

Agenda Number: 7.

Internal Notes:

Attachments: 1. McClatchy Company - Printing of Newspapers - 6th Amendment (VE), 2. Exhibit A-6 - Price Grid, 3. Miami Herald - A Division of McClatchy Company - Printing of Newspapers - Original - 5th (AB)

| | | | | |
|---|-----------------|------------|---------|------|
| 1 | City Commission | 01/18/2023 | approve | Pass |
| Action Text: A motion was made to approve on the Consent Agenda | | | | |
| Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo | | | | |
| Nay: - 0 | | | | |

MOTION TO APPROVE THE SIXTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND THE MCCLATCHY COMPANY, LLC. FOR THE PRINTING OF PEMBROKE PINES CITY CONNECT FOR AN ANNUAL COST NOT TO EXCEED \$31,290.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.28 of the City's Code of Ordinances is titled "CHANGE ORDERS."

- Section 35.28(8) states "Notwithstanding the provisions of division (A), 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.

- Section 35.29(F) states "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."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21 (A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On August 31st, 2015, the City entered into an Agreement with The Miami Herald a division of McClatchy Company for an initial two (2) year period, which expired on August 30th, 2017.
2. The City's Administration utilizes The Miami Herald to print Pembroke Pines City Connect Newspaper.
3. Section 8 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Agreement has had five (5) amendments extending the term up to and including September 30th, 2023.
5. The printing fee is currently \$4,703 per issue and is being increased to \$5,080 per issue due to the continued increase in newsprint prices. Shipping and handling fee will remain at \$135 per issue.
6. The City's Administration is satisfied with the performance and execution of the Original Agreement, as amended, and recommends the City Commission approve this Sixth Amendment to increase the annual cost from \$29,028 to \$31,290.
7. Request Commission to approve the Sixth Amendment to the Agreement between the City of Pembroke Pines and the McClatchy Company, LLC. for the printing of Pembroke Pines City Connect for an annual cost not to exceed \$31,290.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** \$31,290.00 annual amount based on \$5,080.00 per issue plus \$135.00 for shipping and handling per issue (6 issues per year). 4 issues remaining for this fiscal year.
- b) Amount budgeted for this item in Account No:** \$31,290.00 -
001-512-0201-547140-0000-000-0000-00315 (Printing - Flyer/Newspaper)
- c) Source of funding for difference, if not fully budgeted:** No Applicable
- d) 5 year projection of the operational cost of the project:** Not Applicable
- 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

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

THIS AMENDMENT ("Fifth Amendment"), dated this 2nd day of February, ²⁰²²~~2021~~,
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 "BUYER",

and

THE MCCLATCHY COMPANY, LLC, a Foreign Limited Liability Company, as listed with the Florida 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**, the parent company of the **Miami Herald Media Company** hereinafter referred to as "PRINTER". "BUYER" and "PRINTER" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 31st, 2015**, the Parties entered into the a Printing Agreement ("Original Agreement") for the printing of the Pembroke Pines City Connect publication, for an initial **two (2) year period**, which expired on **August 30th, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **two (2) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **August 30th, 2017**, the Parties executed the First Amendment to the Original Agreement to revise and supplement the terms contained in the Original Agreement and renew the term for an additional **one (1) year** period which expired on **August 30th, 2018**; and,

WHEREAS, on **August 30th, 2018**, the Parties executed the Second Amendment to the Original Agreement, to revise and supplement the terms contained in the Original Agreement, as amended, and renew the term for an additional **one (1) year** period which expired on **September 30th, 2019**; and,

WHEREAS, on **September 5th, 2019**, the Parties executed the Third Amendment to the Original Agreement, to revise and supplement the terms contained in the Original Agreement, as amended, and renew the term for an additional **two (2) year** period which expired on **September 30th, 2021**; and,



City of Pembroke Pines

WHEREAS, on **August 8th, 2021**, the Parties executed the Fourth Amendment to the Original Agreement, to revise and supplement the terms contained in the Original Agreement, as amended, 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 printing services 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 "**Price Grid**", attached to the Fourth Amendment to the Original Agreement, is hereby repealed and replaced with **Exhibit A-5**, entitled "**Price Grid**", attached to this Fifth Amendment, and incorporated into the Original Agreement, as amended, by this reference to reflect the revised pricing for PRINTER's services which shall take effect upon execution hereof.

SECTION 3. Scrutinized Companies. PRINTER, 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. PRINTER certifies that it is aware of and



City of Pembroke Pines

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



City of Pembroke Pines

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 this Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, 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 by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth 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 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.

BUYER:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene Graham

February 8, 2022

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

Frank C. Ortis (Seal)

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

013E807C191D4FE

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

BY:

Charles F. Dodge

February 8, 2022

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

PRINTER:

THE MCCLATCHY COMPANY, LLC

Signed By:

Richard R. Wehert

Name:

Richard R. Wehert

Title:

CORPORATE VP OF OPERATIONS

Last Update
12/21/2021

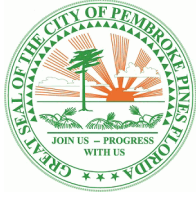
305.987.2856

Printing and Inserting Rates

Newsprint

EFFECTIVE DATE 1/03/22 - Next Newsprint Update on 7/04/2022

| | |
|---------------------|---|
| Shipping & Handling | \$135.00 Deliver to Rapid Mail & Office |
|---------------------|---|



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 5.

File ID: 22-0042

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/19/2022

Short Title: McClatchy Company LLC-Miami Herald 5th
Amendment

Final Action: 02/02/2022

Title: MOTION TO APPROVE THE FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND THE MCCLATCHY COMPANY, LLC. FOR THE PRINTING OF PEMBROKE PINES CITY CONNECT FOR AN ANNUAL COST NOT TO EXCEED \$29,028.

***Agenda Date:** 02/02/2022

Agenda Number: 5.

Internal Notes:

Attachments: 1. McClatchy Company - Printing of Newspapers - Fifth Amendment (VE), 2. Exhibit A-5 - Price Grid, 3. Miami Herald a division of McClatchy Company - Printing of Newspapers Original-4th (AB)

| | | | | |
|--|-----------------|------------|---------|------|
| 1 | City Commission | 02/02/2022 | approve | Pass |
| Action Text: A motion was made to approve on the Consent Agenda | | | | |
| Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo, Commissioner Siple, and Commissioner Schwartz | | | | |
| Nay: - 0 | | | | |

MOTION TO APPROVE THE FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND THE MCCLATCHY COMPANY, LLC. FOR THE PRINTING OF PEMBROKE PINES CITY CONNECT FOR AN ANNUAL COST NOT TO EXCEED \$29,028.

SUMMARY EXPLANATION AND BACKGROUND:

- On August 31st, 2015, the City entered into an Agreement with The Miami Herald a division of McClatchy Company for an initial two (2) year period, which expired on August 30th, 2017.
- The City's Administration utilizes The Miami Herald to print Pembroke Pines City Connect Newspaper.

Agenda Request Form Continued (22-0042)

3. Section 8 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Agreement has had four (4) amendments extending the term up to and including September 30th, 2023.
5. The printing fee is currently \$4,415 per issue and is being increased to \$4,703.00 per issue due to paper cost increase. Shipping and handling fee is to increase from \$125 to \$135.
6. The City's Administration is satisfied with the performance and execution of the Original Agreement, as amended, and recommends the City Commission approve this Fifth Amendment to increase the annual cost from \$27,240 to \$29,028.
7. Request Commission to approve the Fifth Amendment to the Agreement between the City of Pembroke Pines and the McClatchy Company, LLC. for the printing of Pembroke Pines City Connect for an annual cost not to exceed \$29,028.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$29,028 annual amount based on \$4,703 per issue plus \$135.00 for shipping and handling per issue (6 issues per year)
- b) **Amount budgeted for this item in Account No:** \$29,028.00 - 001-512-0201-547140-0000-000-0000-00315 (Printing - Flyer/Newspaper)
- c) **Source of funding for difference, if not fully budgeted:** N/A
- d) **2 year projection of the operational cost of the project:**

| | FY 2021-2022 | FY 2022-2023 |
|--------------|--------------|--------------|
| Revenues | \$.00 | \$.00 |
| Expenditures | \$29,028.00 | \$29,028.00 |
| Net Cost | \$29,028.00 | \$29,028.00 |

- e) **Detail of additional staff requirements:** N/A
Reviewed by Commission Auditor



City of Pembroke Pines

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

THIS AMENDMENT ("Fourth Amendment"), dated this 18th day of August, **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 "BUYER",

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**, the parent company of the **Miami Herald Media Company** hereinafter referred to as "PRINTER". "BUYER" and "PRINTER" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 31st, 2015**, the Parties entered into the Printing Agreement for the printing of the Pembroke Pines City Connect publication, for an initial **two (2) year period**, which expired on **August 30th, 2017** ("Original Agreement"); and,

WHEREAS, on **August 30th, 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 one (1) year period which expired on **August 30th, 2018**; and,

WHEREAS, on **August 30th, 2018**, 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 period which expired on **September 30th, 2019**; and,

WHEREAS, on **September 5th, 2019**, the Parties executed the Third 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 Fourth Amendment.



City of Pembroke Pines

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 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 ~~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 "**Price Grid**", attached to the Original Agreement, as amended, is hereby repealed and replaced with **Exhibit A-4**, entitled "**Price Grid**", attached to this Fourth Amendment, and incorporated into the Original Agreement, as amended, by this reference to reflect the revised pricing for PRINTER's services.

SECTION 5. Section 18 of the Original Agreement, as amended is hereby revised and replaced with the language set forth below:

"18. Notices. Except as provide in paragraph 13 hereof, any notices of other communication required or permitted hereunder shall be sufficiently given if sent by registered of certified U.S. mail, addressed as follows:

BUYER: 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

PRINTER: Jeff Sauls
Miami Herald
Attn: Operations Director



City of Pembroke Pines

11410 NW 20th St, Suite 222
Sweetwater, FL 33172
E-mail: jsauls@miamiherald.com
Telephone No: (305) 376-4665

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

SECTION 6. Scrutinized Companies. PRINTER, 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:

6.1 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

6.2 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:

6.2.1 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

6.2.2 Is engaged in business operations in Syria.

SECTION 7. Employment Eligibility. PRINTER 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.

7.1 Definitions for this Section.

7.1.1 "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.

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

7.1.3 "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.



City of Pembroke Pines

7.1.4 "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.

7.2 **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:

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

7.2.2 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

7.2.3 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 8. 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 9. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 10. 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



City of Pembroke Pines

herein by reference.

SECTION 11. 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 12. 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.

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

BUYER:

CITY OF PEMBROKE PINES, FLORIDA

BY: _____

MAYOR FRANK C. ORTIS

DocuSigned by:

BY: _____

Charles F. Dodge August 25, 2021

47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

ATTEST:

DocuSigned by:

_____ August 25, 2021

MARLENE D. GRAHAM, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

_____ August 25, 2021

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

PRINTER:

THE MCCLATCHY COMPANY, LLC

Signed By: _____

Print Name: Richard Rinehart

Title: Corporate VP of Operations

7/20/2021 8:53:49

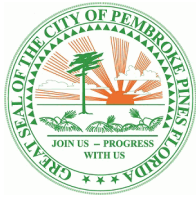
Account

CPP

EFFECTIVE DATE 7/01/21 - Next Newsprint Update on 1/04/2022

| | |
|---------------------|--|
| SFInsert CPM (1st) | \$0.04 |
| Adt'l SFI CPM (2+) | \$0.02 |
| Folding CPM | \$0.04 |
| Bagging CPM | \$0.04 |
| Shipping & Handling | \$125.000 Deliver to Rapid Mail & Office |
| Eqmt. Setup | |

11:55:52 AM



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9.

File ID: 21-0717

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/10/2021

Short Title: Contracts Database Report - August 18, 2021

Final Action: 08/18/2021

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

(A) The Miami Herald Company a division of McClatchy Company - Printing
of Newspaper - Renewal

(B) Emilio's BBQ Catering Services Corp. - Gift Shop/Food services at the
Senior Center - Renewal

(C) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care -
Renewal

(D) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement -
Renewal

(E) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement -
Renewal

(F) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(G) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

(H) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(I) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal -
Utilities Department

(J) Hawkins Water Treatment Group, Inc.-Purchase of Hydrofluosilicic Acid
CO-OP-Renewal - Utilities Department

**ITEM (K) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS IS
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

Agenda Request Form Continued (21-0717)

(K) Allied Universal Corp-Purchase of Sodium Hypochlorite CO-OP- Non-Renewal - Utilities Department

***Agenda Date:** 08/18/2021

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contract Database Report - August 18th, 2021, 2. A. Miami Herald a division of McClatchy Company - Printing of Newspapers (AB), 3. B. Emilio's BBQ Catering Services - Lease and Operation Agreement (AB), 4. C. Vitas Healthcare Corporation-Palliative & Hospice Care (All Backup), 5. D. Optimist Club of Pembroke Lakes (PLO) - Facility Use Agreement (AB), 6. E. Optimist Club of West Pembroke Pines (WPPO) Facility Use Agreement (AB), 7. F. Pembroke Pines Girls Softball-PPGS - Facility Use Agreement (Orig-5th) (AB), 8. G. Pembroke Pines Optimist Club (PPO) Facility Use Agreement (AB), 9. H. West Pines Girls Softball (WPGS) - Facility Use - (Orig-5th)(AB), 10. I. Airgas USA, LLC-Purchase of Carbon Dioxide CO-OP (Orig-1st Renewal) (All Backup), 11. J. Hawkins-Hydrofluosilicic Acid (All Backup), 12. K. Allied Universal Corp - CO-OP Agreement ALL Backup

| | | | | |
|---|---------------------|---|---------|------|
| 1 | City Commission | 08/18/2021 | approve | Pass |
| | Action Text: | A motion was made to approve on the Consent Agenda | | |
| | | Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo, Commissioner Siple, and Commissioner Schwartz | | |
| | | Nay: - 0 | | |

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

(A) The Miami Herald Company a division of McClatchy Company - Printing of Newspaper - Renewal

(B) Emilio's BBQ Catering Services Corp. - Gift Shop/Food services at the Senior Center - Renewal

(C) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Renewal

(D) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

(E) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

(F) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(G) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

(H) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

Agenda Request Form Continued (21-0717)

(I) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal - Utilities Department

(J) Hawkins Water Treatment Group, Inc.-Purchase of Hydrofluosilicic Acid CO-OP-Renewal - Utilities Department

ITEM (K) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(K) Allied Universal Corp-Purchase of Sodium Hypochlorite CO-OP- Non- Renewal - Utilities Department

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 Reports for renewal.

(A) The Miami Herald Company a division of McClatchy Company - Printing of Newspaper - Renewal

1. On August 31st, 2015, the City entered into an Agreement with The Miami Herald a division of McClatchy Company for an initial two (2) year period, which expired on August 30th, 2017.
2. The City's Administration Department utilizes The Miami Herald to print its City Connect Newspaper.
3. Section 8 of the Original Agreement authorizes the renewal of the Original Agreement for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the Agreement has had three (3) amendments extending the term up to and including September 30th, 2021.
5. The printing fee is currently \$4,021.00 per issue and is being increased to \$4,415.00 per issue due to paper cost increase. Shipping and handling fee is to remain at the current rate of

Agenda Request Form Continued (21-0717)

\$125.00.

6. The City's Administration Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends the City Commission approve this Forth Amendment to increase the annual cost from \$24,876.00 to \$27,240.00 and to extend the term for an additional 2 year period which shall commence on October 1st, 2021 and naturally expire on September 30th, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$27,240.00 annual amount based on \$4,415.00 per issue plus \$125.00 for shipping and handling per issue (6 issues per year)

b) Amount budgeted for this item in Account No: \$27,240.00 -
001-512-0201-547140-0000-000-0000-00315 (Printing - Flyer/Newspaper)

c) Source of funding for difference, if not fully budgeted: N/A

d) 2 year projection of the operational cost of the project:

| | FY 2021-2022 | FY 2022-2023 |
|--------------|--------------|--------------|
| Revenues | \$.00 | \$.00 |
| Expenditures | \$27,240.00 | \$27,240.00 |
| Net Cost | \$27,240.00 | \$27,240.00 |

e) Detail of additional staff requirements: N/A

(B) Emilio's BBQ Catering Services Corp. - Gift Shop/food services at the Senior Center - Renewal

1. On February 23rd, 2016, the City entered into a Lease and Operation Management Agreement with Emilio's BBQ Catering Services Corporation for an initial period which expired on December 31st, 2019.

2. Emilio's BBQ Catering Services Corporation provides the City with food and gift shop services to the clientele of the Southwest Focal Point Senior Center.

3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by a written Amendment to the Original Agreement extending the term thereof.

4. To date the Original Agreement has had three (3) amendments, including two (2) additional one (1) year terms which extended the term to December 31st, 2021.

5. The monthly base rent is being increased to \$944.37 from \$906.83 as per increase in Consumer Price Index (CPI).

6. The Community Services Department is satisfied with the performance and execution of the

Agenda Request Form Continued (21-0717)

Original Agreement, as amended, and recommends that the City Commission approve this Fourth Amendment to extend the term for an additional one (1) year which shall commence on January 1st, 2022 and naturally expire on December 31st, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$11,332.44 (monthly rent of \$944.37)
- b) **Amount budgeted for this item in Account No:** Revenue Account 001-000-8001-362046-0000-0000 Rental Community Services. Monthly Rent \$944.37 plus 6.5% Tax \$61.38.
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **2 year projection of the operational cost of the project:**

| | FY 2021-2022 | FY 2022-2023 |
|--------------|--------------|--------------|
| Revenues | \$8,499.33 | \$2,833.11 |
| Expenditures | \$.00 | \$.00 |
| Net Revenue | \$8,499.33 | \$2,833.11 |

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

(C) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Renewal

1. On June 6th, 2011, the City entered into a Palliative and Hospice Care Agreement with Vitas Healthcare Corporation for an initial one (1) year period, which expired on June 6th, 2012.
2. The City of Pembroke Pines Community Services Department utilizes Vitas Healthcare Corporation to provide Palliative and Hospice Care services to its senior clientele and residents at the Southwest Focal Point Senior Center.
3. Section 1. B. of the Original Agreement, as amended, authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. The term of the Original Agreement, as amended, has been renewed ten (10) times, and extended once through and including November 5th, 2021.
5. The Senior Center has been closed due to the recent Pandemic (COVID-19) and in order to resume services upon re-opening to the public, the Community Services Department recommends that the City Commission approve this Eleventh Amendment for the one (1) year renewal term which shall commence on November 6th, 2021 and naturally expire on November 5th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None. There is no cost to the City; these are volunteer services.

Agenda Request Form Continued (21-0717)

- b) **Amount budgeted for this item in Account No:** Not Applicable
- 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
- e) **Detail of additional staff requirements:** Not Applicable

(D) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

1. The Optimist Club of Pembroke Lakes, Florida, Inc. leases Flamingo Park Fields 1-11 from the City to provide youth recreational and travel baseball and softball programs for residents.
2. On February 6th, 2016, the City entered into a Facility Lease Agreement with the Optimist Club of Pembroke Lakes, Florida, Inc., for an initial nine (9) month period which expired on September 30th, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written amendment extending the term thereof.
4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.
5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment extending the term for an additional one (1) year which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue: \$17,085**
- b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000 Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident
- 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
- e) **Detail of additional staff requirements:** Not Applicable

(E) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

1. The Optimist Club of West Pembroke Pines, Inc. leases property from the City to provide youth football and cheerleading, recreational and travel baseball, youth track, and Miracle League Baseball programs for resident.
2. On February 15th, 2017, the City entered into a Facility Use Agreement with the Optimist Club of West Pembroke Pines, Inc., for an initial period which expired on September 30th, 2017.

Agenda Request Form Continued (21-0717)

3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written amendment extending the term thereof.

4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment extending the term for an additional one (1) year which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$21,807.00

b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000
Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident

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

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

(F) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Girls Softball, Inc. leases Fletcher Park Fields 1-3 from the City to provide travel softball and recreational softball for residents.

2. On January 31st, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Girls Softball, Inc., for an initial nine (9) month period, which expired on September 30th, 2017.

3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment extending the term thereof.

4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Fifth Amendment extending the term for an additional one (1) year period which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$2,055.00

b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000

Agenda Request Form Continued (21-0717)

Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident

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

(G) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Optimist Club, Inc. leases Pines Recreation Park and Maxwell Park from the City to provide Travel Baseball, Recreational Baseball, Tackle Football, Cheerleading, Travel Soccer and Recreational Soccer programs or Residents.
2. On January 31st, 2017, the City entered into a Facility Use Agreement with Pembroke Pines Optimist Club, Inc., for an initial nine (9) month period, which expired on September 30th, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment extending the term thereof.
4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.
5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment for the one (1) year renewal term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$11,089.00
- b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000
Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident
- 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
- e) **Detail of additional staff requirements:** Not Applicable

(H) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. West Pines Girls Softball, Inc. leases Silver Lakes South Fields 1-3 from the City to provide Travel Softball and Recreational Softball programs for residents.
2. On February 14th, 2017, the city entered into a Facility Use Agreement with West Pines Girls Softball, Inc., for an initial nine (9) month period, which expired on September 30th, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced

Agenda Request Form Continued (21-0717)

by a written Amendment extending the term thereof.

4. The term of the Original Agreement has been renewed four (4) times extending the term to September 30th, 2021.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve the Fifth Amendment for the one (1) year renewal term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$10,608.00

b) **Amount budgeted for this item in Account No:** 001-000-7001-347225-0000-000-0000
Youth Athletic Program 001-000-7001-347565-0000-000-0000 Athletic Fees Non-resident

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

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

(I) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal - Utilities Department

1. On October 7th, 2019, the City Commission approved to enter into a CO-OP Agreement Bid # T-36-19 with Airgas USA, LLC for an initial one (1) year period which expired on October 6th, 2020.

2. The City of Pembroke Pines Utilities Department utilizes Airgas USA, LLC. to provide Carbon Dioxide, Liquid Bulk Delivery.

3. Section I (B) of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. On August 19th, 2020 the City Commission approved the first renewal of the CO-OP Agreement for the purchase of Carbon Dioxide which naturally expires on October 6th, 2021.

5. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends the City Commission to approve this Second Renewal for an additional one (1) year renewal term which shall commence on October 7th, 2021 and naturally expire on October 6th, 2022, as allowed by the agreement, contingent to the renewal of the lead agency of Pompano Beach.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$164,468.70 (1,465,200/gallons per year x \$0.11225/per gallon or 732.6

Agenda Request Form Continued (21-0717)

tons/year x \$224.50/per ton)

- b) Amount budgeted for this item in Account No:** \$164,468.70 will be available in FY2021-22 in Account No. 471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- 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
- e) Detail of additional staff requirements:** Not Applicable

**(J) Hawkins Water Treatment Group, Inc.-Purchase of Hydrofluosilicic Acid
CO-OP-Renewal - Utilities Department**

1. On September 18th, 2019, the City Commission approved CO-OP the Agreement with Hawkins Water Treatment Group, Inc. for the purchase of Hydrofluosilicic Acid on an as needed basis.
2. Hawkins Water Treatment Group, Inc. provides Hydrofluosilicic Acid which the City uses as part of the Water Treatment process conducted at the Water Treatment Plant.
3. The CO-OP Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Renewal for the an additional two (2) year renewal term which shall commence on August 19th, 2021 and naturally expire on August 18, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Estimated Renewal Cost:** \$8,428 (\$4,214/month x 2 months) for remainder of current FY. The cost is an estimated amount based on an as needed basis.
- b) Amount budgeted for this item in Account No:** \$8,428 is in Account No. 471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 3 year projection of the operational cost of the project** This agreement is for a two (2) year period beginning August 19, 2021 and ending August 18, 2023.

| | Current FY | | FY 2021-22 | FY 2022-23 |
|--------------|------------|-----|------------|------------|
| Revenues | N/A | N/A | N/A | |
| Expenditures | \$8,428.00 | | \$50,568 | \$46,354 |
| Net Cost | \$8,428.00 | | \$50,568 | \$46,354 |

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

(K) Allied Universal Corp-Purchase of Sodium Hypochlorite CO-OP- Non- Renewal -

Agenda Request Form Continued (21-0717)

Utilities Department

1. On November 29th, 2017, the City approved the purchase of Sodium Hypochlorite on an as needed basis from Allied Universal Corporation, utilizing the CO-OP Bid # 12006-372 which expired on October 2nd, 2019.
2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation for the purchase of Sodium Hypochlorite.
3. Section 1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Commission has since then approved two (2) additional one (1) year renewals which will naturally expire on October 2nd, 2021.
5. The Utilities Department is satisfied with the performance and execution of the Original Agreement but at this time there are no further renewals. The Department will provide a new CO-OP once it is made available.



**THIRD AMENDMENT TO THE PRINTING SERVICES AGREEMENT
FOR CITY CONNECT BETWEEN THE CITY OF PEMBROKE PINES
AND MIAMI HERALD MEDIA COMPANY**

THIS AGREEMENT ("Agreement"), dated this 5th day of September 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
"BUYER",

and

MIAMI HERALD MEDIA COMPANY d/b/a THE MIAMI HERALD,
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 "PRINTER". "BUYER" and "PRINTER"
may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 31, 2015**, the Parties entered into the Original Agreement ("Original
Agreement") for an initial **two (2) year period**, commencing on **August 31, 2015** and expiring on
August 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 **June 13, 2018**, the Parties executed the First Amendment to increase
compensation in accordance with the change in the amount of pages, the price per page, and delivery
fee, and to enter into the **first two (2) year renewal period**, commencing on **August 31, 2017** and
expiring on **August 30, 2019**; and,

WHEREAS, on **August 22, 2018**, the Parties executed the Second Amendment to increase
compensation in accordance with increased tariffs and fees placed on printers for paper and
aluminum and to extend the second renewal period to **September 30, 2019** to coincide with the
BUYER's fiscal year; 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 to renew the terms of
their contractual relationship as set forth herein; and,

WHEREAS, the PRINTER will implement the use of new printing plates since the previous
ones will now be discontinued and this will result in a slightly smaller format and lower printing cost
for the BUYER; and,



WHEREAS, the Parties desire to amend Section 6 entitled "Submission of Material" following the closure of the PRINTER's plant located at One Herald Plaza, Miami, FL 33132; and,

WHEREAS, the Parties further desire to amend Section 14 to allow for optimized printing and distribution; and,

WHEREAS, the Parties further desire to amend Section 23 to allow for shorter notice periods; and,

WHEREAS, the Parties further 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.

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. Exhibit A "Price Grid" of the Second Amendment, is hereby repealed and replaced with the updated **Exhibit A "Price Grid"** attached to this Third Amendment which reflects the mechanical or production changes to the publication and reduced pricing.

SECTION 3. Section 5 of the Original Agreement, as amended, entitled "**Payment**" is hereby amended to include 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. Section 6 of the Original Agreement, as amended, entitled "**Place of Printing: Submission of Material**" is hereby repealed and replaced as follows:

All digital material from BUYER to PRINTER shall be submitted electronically to PRINTER's FTP site.

SECTION 5. Section 14 of the Original Agreement, as amended, entitled "**Assignment**" is hereby amended by the addition of the following:

Changing business conditions could dictate how the PRINTER may be required to



assign the printing, and transportation of the BUYER's Publications. PRINTER will provide at least ninety (90) days advance notice to allow for preparation of a written amendment in the case of acceptance by the BUYER.

SECTION 6. The first paragraph of **Section 23** of the Original Agreement, entitled "**Term and Termination**", as amended, is hereby repealed and replaced as follows:

This Agreement shall commence on the date on Effective Date and shall terminate twenty-four (24) months thereafter ("Term"), unless terminated earlier as provided herein. Thereafter, this Agreement shall not automatically renew. Notwithstanding the foregoing, this Agreement may be terminated by either party, for any reason and without penalty, by the terminating party upon ninety (90) days' written notice of such termination to the other party.

SECTION 7. The Original Agreement, as amended, is hereby amended by the addition of Section 26 and Section 27, as follows:

26. Non-Discrimination and Equal Opportunity Employment. During the performance of this Agreement, neither the PRINTER 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. PRINTER 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. PRINTER 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. PRINTER 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.

27. Scrutinized Companies. PRINTER, 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 if:

27.1 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

27.2 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:

27.2.1 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

27.2.2 Is engaged in business operations in Syria.

SECTION 8. The Original Agreement, as amended, is hereby renewed for the second **two (2) year** renewal period commencing on **October 1, 2019** and terminating on **September 30, 2021**.

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, as amended, 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 this Third Amendment, the Second Amendment, and the First 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 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**

A handwritten signature in black ink, appearing to be a stylized 'J' or 'L' followed by a flourish.




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


ATTEST:



MARLENE D. GRAHAM, 9/11/19
CITY CLERK

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY
Brian Sherrin

WITNESSES


Eoline Watson
Print Name


Harry Phelps Sr.
Print Name

STATE OF Florida
COUNTY OF Florida) ss:

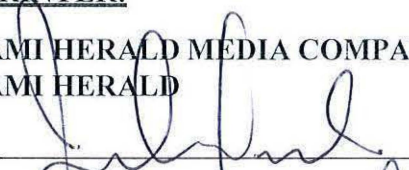
BUYER:

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER

PRINTER:

MIAMI HERALD MEDIA COMPANY d/b/a THE MIAMI HERALD

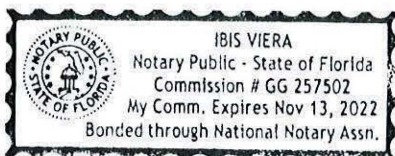
BY: 

Print Name: Julio Morales

Title: Asst. Production Director

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Julio Morales as Asst Production Dir. of **MIAMI HERALD MEDIA COMPANY d/b/a THE MIAMI HERALD**, 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 d/b/a THE MIAMI HERALD**, 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 23 day of August, 2019.




NOTARY PUBLIC

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



Exhibit "A"

3rd Amendment

**PRINTING QUOTE-PRICE GRID
THE MIAMI HERALD MEDIA COMPANY**

Today's Date: 08/01/2019

Newsprint Rate* as of 08/01/2019
\$690.00

Printer: The Miami Herald Media Company
Client: City of Pembroke Pines

Publication: City Connect
Pages: 24
Color: 24
Size: 11"x11" (folded)
Newsprint: 24.6 #
Copies: 68,000
Frequency: 6x annual
Web Width: 44"
Printing: \$4,021
Trucking: \$125 (per drop off to Rapid Mail Facility)

**Newsprint rates will increase or decrease based on Newsprint Index (RISI – "Paper Index") and BUYER is subject to changes as reflected on index. <http://www.risinfo.com>*

- 44 = 11 X 11"
- TAB is the format, it remains a tab
- McClatchy, parent company of the Miami Herald, moved to 24.6# basis many years back but had purchased 27.6# for City Connect. This is no longer being purchased and the new standard is 24.6#, as used throughout the country including the Sun-Sentinel, Palm Beach Post and many other media organizations.
- *Newsprint rate is the cost for newsprint at the mill per RISI index (Pulp and Paper Index)





City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9.

File ID: 19-1052

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/26/2019

Short Title: Contract Database Report

Final Action: 09/05/2019

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

(A) Miami Herald Media Company - Printing of City Connect Newspaper

***Agenda Date:** 09/05/2019

Agenda Number: 9.

Internal Notes:

Attachments: 1. Contract Database Report - September 5, 2019, 2. Miami Herald - Printing of Newspaper - 3rd Amendment and ALL BACKUP

| | | | | |
|--|-----------------|------------|---------|------|
| 1 | City Commission | 09/05/2019 | approve | Pass |
| Action Text: A motion was made to approve on the Consent Agenda | | | | |
| Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Schwartz, Commissioner Siple, and Commissioner Good Jr. | | | | |
| Nay: - 0 | | | | |

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 is listed on the Contracts Database Reports for renewal.

(A) Miami Herald Media Company - Printing of City Connect Newspaper

1. The City of Pembroke Pines contracts The Miami Herald Company d/b/a The Miami Herald to print its City Connect newspaper.
2. On August 31, 2015, the City entered into a Purchasing Agreement with The Miami Herald, a division of Miami Herald Media Company for an initial two (2) year period, expiring August 30, 2017.
3. Section 8 of the Original Agreement allows for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 13, 2018, the City executed the First Amendment to increase compensation in accordance with the increased format of the publication, and for the first two (2) year renewal term commencing August 31, 2017 and ending August 30, 2019, as allowed by the agreement.
5. On August 22, 2018, the City executed the Second Amendment to increase compensation in accordance with increased printing costs, and to extend the first renewal term to September 30, 2019 to align the term with the City's fiscal year.
6. The supplier of printing plates will soon discontinue the plates previously used for the City Connect publication. The use of the newer replacement plates will offer a reduction in costs of \$858 annually and require a decrease in the height of the publication by one (1) inch. The cost for the graphic artist to re-size the newspaper to this new format will be a one-time fee of approximately \$100.00.
7. The City and The Miami Herald request City Commission approval to renew the agreement for the last two (2) year term as allowed by the agreement commencing on October 1, 2019 and terminating on September 30, 2021.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$49,752.00, for 2 year period beginning October 1st, 2019
- 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) 2-year projection of the operational cost of the project

| | Current FY | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------|------------|----------|----------|--------|--------|
| Revenues | | | | | |
| Expenditures | | \$24,876 | \$24,876 | | |
| Net Cost | | \$24,876 | \$24,876 | | |

- e) Detail of additional staff requirements: "Not Applicable"



**AMENDED AND RESTATED
SECOND AMENDMENT TO THE
PRINTING SERVICES AGREEMENT
FOR CITY CONNECT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MIAMI HERALD**

THIS AGREEMENT, dated this 27 day of August 2018, *nunc pro tunc* August 30, 2018, 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 "CITY",

And

THE MIAMI HERALD, a division of Miami Herald Media Company, hereinafter referred to as "PRINTER". "CITY" and "PRINTER" 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 print CITY CONNECT; and,

WHEREAS, the City procured pricing for this printing service under Section 35.25 of the Procurement Code;

WHEREAS, the PRINTER 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 31, 2015**, the CITY and CONTRACTOR entered into the Original Agreement for **printing service** for an initial **two (2) year period**, through **August 30, 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 \$3,411 which equates to \$20,466 annually based on the estimated quantity of 65,000 copies of a **20-page** tabloid size (11x12) newspaper; and,

WHEREAS, in 2017 the CITY increased the CITY CONNECT from a **20-page** tabloid size (11x12) newspaper to a **24-page** tabloid size (11x12) newspaper, and increased the estimated quantity of copies from 65,000 to 68,000, which increased the bi-monthly cost from \$3,411 to \$3,946 and also added a delivery fee of \$125 per transport, which equates to \$24,426 annually; and,

WHEREAS, the PARTIES entered into the **First Amendment** to the Original Agreement which renewed the agreement for the period commencing on **August 31, 2017** through **August 30, 2018**; and,

WHEREAS, the PRINTER has stated that due to increased tariffs and fees placed on printers for paper and aluminum, the PRINTER needs to increase their fees to the CITY and has proposed to keep the delivery fee of \$125 per transport the same and increase the bi-monthly printing cost to \$4,164 which equates to \$25,734 annually, based on the estimated quantity of 68,000 copies of a **24-page** tabloid size (11x12) newspaper; and,

WHEREAS, the PARTIES have executed a Second Amendment which contained scrivener's errors; 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 an Amended and Restated Second Amendment, renewing the term of the agreement and aligning the contract to the City's Fiscal Year, adjusting the prices, and amending 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. Exhibit A "Price Grid" of the Original Agreement, is hereby repealed and replaced with the updated Exhibit A "Price Grid" attached to this Amendment, which reflects the change in price.

SECTION 3. The Original Agreement, is hereby renewed for a period commencing on **August 31, 2018**, through **September 30, 2019**. This Agreement may be renewed for



additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

SECTION 4. 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, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity. Furthermore, changing business conditions could dictate how the Printer conduct its business and could be required to assign the printing, and transportation of the Buyer's Publications.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. 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:

CITY:

CITY OF PEMBROKE PINES

M. D. Graham
MARLENE D. GRAHAM,
CITY CLERK

BY:

Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

WITNESSES

Eoline Watson
Eoline Watson
Print Name

PRINTER:

The Miami Herald a division of Miami Herald Media Company

BY:

Julio Morales
Print Name: Julio Morales
Title: Asst. Production Director

Print Name

STATE OF Florida
COUNTY OF Miami-Dade SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Julio Morales as Asst. Production Director of The Miami Herald a division 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 account manager of Miami Herald a division of Miami Herald Media Company

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 22 day of August, 2018.

Silvia Sendra
NOTARY PUBLIC

Silvia Sendra

(Name of Notary Typed, Printed or Stamped)



PRINTING QUOTE

THE MIAMI HERALD MEDIA COMPANY

Today's Date: 8/20/2018

Exhibit A:

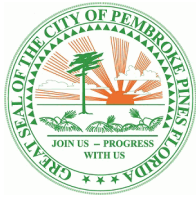
Updated: 8/20/2018

Newsprint Rate as of 8/1/2018
\$796.00

Printer: The Miami Herald Media Company
Client: City Of Pembroke Pines

Publication: City Connect
Pages: 24
Color: 24
Size: 11" X 12"
Newsprint: 27.6 #
Copies: 68,000
Frequency: 6x annual
Web Width: 48"
Printing: \$4,164
Trucking: \$125 (per drop off to Rapid Mail Facility)

* Newsprint rates will increase or decrease based on Newsprint Index (RISI - "Paper Index")



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 26.

File ID: 18-0921

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/14/2018

Short Title: 2nd Amendment to the Miami Herald Printing
Agreement for City Connect

Final Action: 08/22/2018

Title: MOTION TO RATIFY THE CITY MANAGER'S APPROVAL OF THE
AMENDED AND RESTATED SECOND AMENDMENT TO THE
AGREEMENT BETWEEN THE MIAMI HERALD AND THE CITY OF
PEMBROKE PINES FOR THE PRINTING OF THE CITY'S NEWSPAPER,
CITY CONNECT, IN THE ANNUAL AMOUNT OF \$25,734, FOR THE
PERIOD OF AUGUST 31, 2018 THROUGH SEPTEMBER 30, 2019.

***Agenda Date:** 08/22/2018

Agenda Number: 26.

Internal Notes:

Attachments: 1. Amended and Restated 2nd Amendment to the Miami Herald Printing Agreement for City Connect, 2. 2nd Amendment to the Miami Herald Printing Agreement for City Connect (With Scrivener's Errors), 3. 1st Amendment to the Miami Herald Printing Agreement for City Connect, 4. Original Miami Herald Printing Agreement for City Connect, 5. 2015 Quotes for Printing of City Connect

1 City Commission 08/22/2018 approve

Pass

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

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

Nay: - 0

MOTION TO RATIFY THE CITY MANAGER'S APPROVAL OF THE AMENDED AND RESTATED SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE MIAMI HERALD AND THE CITY OF PEMBROKE PINES FOR THE PRINTING OF THE CITY'S NEWSPAPER, CITY CONNECT, IN THE ANNUAL AMOUNT OF \$25,734, FOR THE PERIOD OF AUGUST 31, 2018 THROUGH SEPTEMBER 30, 2019.

SUMMARY EXPLANATION AND BACKGROUND:

1. In 2015, the Pembroke Pines Media Division / Office of Communications obtained three (3) quotes for the printing of six (6) bi-monthly issues of approximately 65,000 copies of the "City Connect" City Newspaper on a 20-page tabloid size (11x12) newspaper from the following vendors:

| Vendor | Issues | Per Unit Cost | Total Annual Cost |
|----------------------|--------|---------------|-------------------|
| Miami Herald | 6 | \$ 3,411.00 | \$ 20,466.00 |
| Tribune Direct - Sun | 6 | \$ 3,837.14 | \$ 23,022.84 |
| Stuart Web, Inc. | 6 | \$ 3,900.00 | \$ 23,400.00 |

2. On August 31, 2015, the City entered into an agreement with the Miami Herald for the printing of the "City Connect" Newspaper, terminating on August 30, 2017. The agreement allowed for additional two (2) year renewal terms upon mutual consent of the parties, evidenced by a written amendment to the agreement.

3. In 2017, the City increased the City Connect newspaper from a 20-page tabloid size (11X12) newspaper to a 24-page tabloid size (11X12) newspaper and from 65,000 copies to 68,000 copies, which increased the bi-monthly printing cost from \$3,411 to \$3,946 and also added a delivery fee of \$125 per transport.

| Description | Qty. | Per Unit Cost | Total Annual Cost |
|-----------------|------|-----------------|-------------------|
| Printing Costs | 6 | \$ 3,946 | \$ 23,676 |
| Transport Costs | 6 | \$ 125 | \$ 750 |
| | | \$ 4,071 | \$ 24,426 |

4. The City entered into the first amendment with the Miami Herald to renew the agreement from August 31, 2017 to August 30, 2018.

5. Due to increased tariffs/fees placed on printers for paper and aluminum, the final cost calculation associated with printing the newspaper for the upcoming year increased to \$24,984 and the transport fee remained the same, \$750.

| Description | Qty. | Per Unit Cost | Total Annual Cost |
|-----------------|------|-----------------|-------------------|
| Printing Costs | 6 | \$ 4,164 | \$ 24,984 |
| Transport Costs | 6 | \$ 125 | \$ 750 |
| | | \$ 4,289 | \$ 25,734 |

6. The City entered into a second amendment, however it contained scrivener's errors, and would therefore like to enter into an amended and restated second amendment that would also align the agreement with the City's fiscal year through September 30, 2019.

7. In addition, since the annual cost of the second amendment goes over the \$25,000 threshold, Administration is requesting for the City Commission's approval of this item.

8. Pursuant to section 35.18(C)(7)(e) of the Procurement Code, the City may enter into contractual services for Advertising for the purpose of public notifications; without formal bidding procedures. In addition, pursuant to section 35.18(C)(7)(i) of the Procurement Code, the City may enter into contractual services for promotional items purchased for resale or distribution to the public, without formal bidding procedures.

9. Request the Commission to ratify the City Manager's approval of the restated and amended second amendment to the agreement between the Miami Herald and the City of Pembroke Pines for the printing of the City's newspaper, City Connect, in the annual amount of \$25,734, for the period of August 31, 2018 through September 30, 2019.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$25,734.

b) Amount budgeted for this item in Account No: Funds are available in account # 1-512-201-315-47140 (Printing - flyer/newspaper) under the current fiscal year and the 2018-19 proposed budget.

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.

e) Detail of additional staff requirements: Not Applicable.

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, Julio Morales, on behalf of The Miami Herald,
Print Name and Title Company Name

certify that The Miami Herald does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The Miami Herald
COMPANY NAME
[Signature]
SIGNATURE
Julio Morales
PRINT NAME
Asst Director Printing
TITLE

Must be executed and returned with attached proposal to be considered.



**FIRST AMENDMENT TO THE
PRINTING SERVICES AGREEMENT
FOR CITY CONNECT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MIAMI HERALD MEDIA COMPANY**

THIS AGREEMENT, dated this 13 day of June 2018, *nunc pro tunc* **August 30, 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, FL 33025, hereinafter referred to as "CITY",

And

The Miami Herald, a division of Miami Herald Media Company, ("Printer"), hereinafter referred to as "PRINTER". "CITY" and "PRINTER" 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 (11" x 12") newspaper; and,

WHEREAS, the CITY has a need to print CITY CONNECT; and,

WHEREAS, the City procured pricing for this printing service under Section 35.25 of the Procurement Code;

WHEREAS, the PRINTER 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, the Original Agreement authorized the renewal of the Agreement for **additional one (1) year term** 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 \$3,411 which equates to \$20,466 annually based on the estimated quantities of a **20-page** tabloid size (11x12) newspaper; and,



WHEREAS, in 2017 the CITY increased the CITY CONNECT from a **20-page** tabloid size (11x12) newspaper to a **24-page** tabloid size (11x12) newspaper, which increased the bi-monthly printing cost from \$3,411 to \$3,946; and,

WHEREAS, the PRINTER has proposed updated pricing for an estimated bi-monthly printing cost of \$3,946 which equates to \$23,676 annually, based on the estimated quantities of a **24-page** tabloid size (11x12) newspaper, and delivery fee of \$125 per transport which equates to \$750 annually; 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 one (1) 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. Exhibit A "Price Grid" of the Original Agreement, is hereby repealed and replaced with the updated **Exhibit A "Price Grid"** attached to this Amendment, which reflects the change in the amount of pages, the price per page, and delivery fee.

SECTION 3. The Original Agreement, is hereby amended by the addition of Section 25 entitled "Public Records," as follows:

25. Public Records.

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

25.1.1 Keep and maintain public records required by the CITY to perform the service;

25.1.2 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;



25.1.3 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 PRINTER does not transfer the records to the CITY; and

25.1.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the PRINTER or keep and maintain public records required by the CITY to perform the service. If the PRINTER transfer all public records to the CITY upon completion of the contract, the PRINTER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PRINTER keeps and maintains public records upon completion of the contract, the PRINTER 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.

25.2 The failure of PRINTER 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 PRINTER HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE PRINTER'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS
CONTRACT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS AT**

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 4. The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **August 31, 2017**, through **August 30, 2018**.

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, and this Second 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**




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

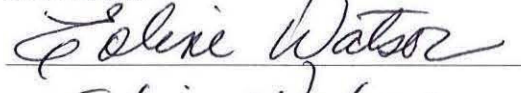
BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY


WITNESSES


MARCOS BARBOZA
Print Name


Eoline Watson
Print Name

PRINTER:

The Miami Herald a division of Miami Herald Media Company.

BY:  6/13/18
Print Name: Julio Morales

Title: Asst. Production Director – Print & Commercial




STATE OF Florida)

) ss:
COUNTY OF Miami-Dade)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Julio Morales as Asst. Production Director – Print & Commercial of **The Miami Herald**, a division 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 **The Miami Herald**, a division of 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 13 day of June, 2018.




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

The Miami Herald

MiamiHerald.com



el Nuevo Herald

June 12, 2018

Exhibit A – Price Grid: (10/2017- 10/2018 Rates)

| | |
|-------------|--|
| Frequency: | Six times per year |
| Format: | Tab (11" X 12") |
| Newsprint: | 27.6# |
| Image Size: | 9.85" X 10.85" |
| Web Width: | 48" |
| Copies: | 68,000 |
| Page Count: | 24 pages |
| Color: | 24 |
| Total: | \$3,946 (Additional cost per thousand copies: \$39.46) |

Other Service:

Delivery: "Rapid Mail" and one CPP office drop: \$125 (nearest Pembroke Pines Rapid Mail facility)

Other page options include:

| Pgs | Col | Newsprint | 68,000 | Add'l 1k | Trucking |
|-----|-----|-----------|---------|----------|----------|
| 16 | 16 | 27.6# | \$2,709 | \$27.09 | \$125 |
| 20 | 20 | 27.6# | \$3,327 | \$33.27 | \$125 |
| 24 | 24 | 27.6# | \$3,946 | \$39.46 | \$125 |
| 28 | 28 | 27.6# | \$4,564 | \$45.64 | \$125 |
| 32 | 32 | 27.6# | \$5,183 | \$51.83 | \$125 |

Julio Morales

Asst. Production Director/Printing
Miami Herald Media Company
3511 NW 91 Avenue, Miami, FL 33172
jmorales@miamiherald.com
t. 305-376-2942 | c. 305-989-5293

Miami Herald
MEDIA COMPANY



Commercial Print

6/13/2018 12:16:06

The Miami Herald Media Company

Printer: **Miami**

2018 Rates

Format | Newsprint

| Tab / Standard | Basis Weight |
|----------------|--------------|
| 48" Tab | 27.6# |

Last Update 6/13/2018

J.Morales : 305.989.5293

Exhibit: A1

City Connect

Newsprint Rate at time of proposal

m/t \$\$

\$680.00

* Prices are valid for 30 days unless stated different on contract.

| Pgs | Col | Newsprint | 68,000 | Add'l 1k | Trucking | Print Total |
|-----|-----|-----------|---------|----------|----------|-------------|
| 16 | 16 | 27.6# | \$2,709 | \$27.09 | \$125 | |
| 20 | 20 | 27.6# | \$3,327 | \$33.27 | \$125 | |
| 24 | 24 | 27.6# | \$3,946 | \$39.46 | \$125 | |
| 28 | 28 | 27.6# | \$4,564 | \$45.64 | \$125 | |
| 32 | 32 | 27.6# | \$5,183 | \$51.83 | \$125 | |
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* Newsprint rates will increase or decrease based on Newsprint Index (RISI - "Paper Index") and Buyer is subject to changes as reflected on index. <http://www.risiinfo.com>



**FIRST AMENDMENT TO THE
PRINTING SERVICES AGREEMENT
FOR CITY CONNECT
BETWEEN THE CITY OF PEMBROKE PINES AND
THE MIAMI HERALD MEDIA COMPANY**

THIS AGREEMENT, dated this 13 day of June 2018, *nunc pro tunc* **August 30, 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, FL 33025, hereinafter referred to as "CITY",

And

The Miami Herald, a division of Miami Herald Media Company, ("Printer"), hereinafter referred to as "PRINTER". "CITY" and "PRINTER" 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 (11" x 12") newspaper; and,

WHEREAS, the CITY has a need to print CITY CONNECT; and,

WHEREAS, the City procured pricing for this printing service under Section 35.25 of the Procurement Code;

WHEREAS, the PRINTER 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, the Original Agreement authorized the renewal of the Agreement for **additional one (1) year term** 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 \$3,411 which equates to \$20,466 annually based on the estimated quantities of a **20-page** tabloid size (11x12) newspaper; and,



WHEREAS, in 2017 the CITY increased the CITY CONNECT from a **20-page** tabloid size (11x12) newspaper to a **24-page** tabloid size (11x12) newspaper, which increased the bi-monthly printing cost from \$3,946 to \$4,164; and,

WHEREAS, the PRINTER has proposed updated 2019 pricing for an estimated bi-monthly printing cost of \$4,164 which equates to \$24,984 annually, based on the estimated quantities of a **24-page** tabloid size (11x12) newspaper, and delivery fee of \$125 per transport which equates to \$750 annually; 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 one (1) year renewal** option and amend the Agreement 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 "Price Grid" of the Original Agreement, is hereby repealed and replaced with the updated Exhibit A "Price Grid" attached to this Amendment, which reflects the change in the amount of pages, the price per page, and delivery fee.

SECTION 3. The Original Agreement, is hereby amended by the addition of Section 25 entitled "Public Records," as follows:

25. Public Records.

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

25.1.1 Keep and maintain public records required by the CITY to perform the service;

25.1.2 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;



25.1.3 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 PRINTER does not transfer the records to the CITY; and

25.1.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the PRINTER or keep and maintain public records required by the CITY to perform the service. If the PRINTER transfer all public records to the CITY upon completion of the contract, the PRINTER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PRINTER keeps and maintains public records upon completion of the contract, the PRINTER 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.

25.2 The failure of PRINTER 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 PRINTER HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE PRINTER'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS
CONTRACT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS AT**

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 4. The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **August 31, 2018**, through **August 30, 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, and this Second 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**



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

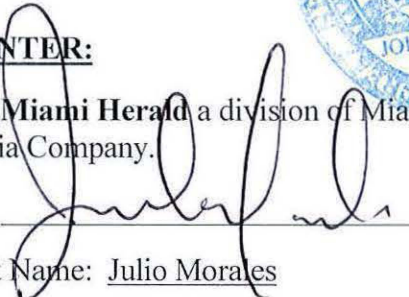
APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY



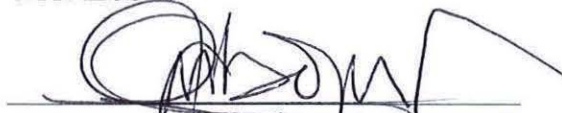
PRINTER:


The Miami Herald a division of Miami Herald Media Company.

BY:  6/13/18
Print Name: Julio Morales

Title: Asst. Production Director – Print & Commercial

WITNESSES


MARCOS BARBOZA
Print Name


Edline Watson
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 Julio Morales as Asst. Production Director – Print & Commercial of **The Miami Herald**, a division 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 **The Miami Herald**, a division of 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 13 day of June, 2018.




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

The Miami Herald

MiamiHerald.com  el Nuevo Herald

June 12, 2018

Exhibit A – Price Grid: (10/2018- 10/2019 Rates)

Frequency: Six times per year
Format: Tab (11" X 12")
Newsprint: 27.6#
Image Size: 9.85" X 10.85"
Web Width: 48"
Copies: 68,000
Page Count: 24 pages
Color: 24
Total: \$4,164 (Additional cost per thousand copies: \$44.84)

Other Service:

Delivery: "Rapid Mail" and one CPP office drop: \$125 (nearest Pembroke Pines Rapid Mail facility)

Commercial Print

6/13/2018 11:41:26

The Miami Herald Media Company

Printer: **Miami**

2019 Rates

Format | News print

| Tab / Standard | Basis Weight |
|----------------|--------------|
| 48" Tab | 27.6# |

Last Update 6/13/2018

J.Morales : 305.989.5293

Exhibit: A1

City Connect

Newsprint Rate at time of proposal

m/t \$\$

\$740.00

* Prices are valid for 30 days unless stated different on contract.

| Pgs | Col | Newsprint | 65,000 | Add'l 1k | Trucking | Print Total |
|-----|-----|-----------|---------|----------|----------|-------------|
| 16 | 16 | 27.6# | \$2,849 | \$30.68 | \$125 | |
| 20 | 20 | 27.6# | \$3,506 | \$37.76 | \$125 | |
| 24 | 24 | 27.6# | \$4,164 | \$44.84 | \$125 | |
| 28 | 28 | 27.6# | \$4,822 | \$51.93 | \$125 | |
| 32 | 32 | 27.6# | \$5,480 | \$59.02 | \$125 | |

Julio Morales

Asst. Production Director/Printing
Miami Herald Media Company
3511 NW 91 Avenue, Miami, FL 33172
jmorales@miamiherald.com
t. 305-376-2942 | c. 305-989-5293

Miami Herald
MEDIA COMPANY



Commercial Print

6/13/2018 12:17:31

The Miami Herald Media Company

Printer: **Miami**

2019 Rates

Format | Newsprint

| Tab / Standard | Basis Weight |
|----------------|--------------|
| 48" Tab | 27.6# |

Last Update 6/13/2018

J.Morales : 305.989.5293

Exhibit: A1

City Connect

Newsprint Rate at time of proposal

m/t \$\$

\$740.00

* Prices are valid for 30 days unless stated different on contract.

| Pgs | Col | Newsprint | 65,000 | Add'l 1k | Trucking | Print Total |
|-----|-----|-----------|---------|----------|----------|-------------|
| 16 | 16 | 27.6# | \$2,849 | \$30.68 | \$125 | |
| 20 | 20 | 27.6# | \$3,506 | \$37.76 | \$125 | |
| 24 | 24 | 27.6# | \$4,164 | \$44.84 | \$125 | |
| 28 | 28 | 27.6# | \$4,822 | \$51.93 | \$125 | |
| 32 | 32 | 27.6# | \$5,480 | \$59.02 | \$125 | |
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* Newsprint rates will increase or decrease based on Newsprint Index (RISI - "Paper Index") and Buyer is subject to changes as reflected on index. <http://www.risiinfo.com>

The Miami Herald

MiamiHerald.com  

PRINTING AGREEMENT

THIS PRINTING AGREEMENT is made as of between The Miami Herald a division of McClatchy Company, and Pembroke Pines City Connect on this day of August 31, 2015 (Effective Date).

RECITALS:

- A. Printer is engaged in the business of printing newspapers.
- B. Buyer presently publishes a community newspaper in South Florida under the label: Pembroke Pines City Connect (Publication/s).
- C. Printer and Buyer desire to enter into an arrangement for the printing of this Publication.

Now, therefore, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

AGREEMENT:

1. Printing of Publication. Subject to the terms of this Agreement, Buyer shall purchase from Printer printing for the Publication/s, and Printer shall print for Buyer the Publication during the terms of this Agreement. Printer shall supply all newsprint, labor, supervision, tools, bundle transportation, equipment and supplies (including ink) required in the performance of this Agreement. Printer will print Pembroke Pines City Connect publication every two month at One Herald Plaza and customer will pickup printed publication within 24 hours after being printed. If mail service or postal sorting service is provided by Printer, then the Postal or Sorting Service Agreement terms apply. Publication consists of 27.6# newsprint, straight press mode, 20 page tab, 48" web-width (11" X 12"), single section, circulation between 50k to 65K copies, color on all pages, and PDF upload to FTP deadline is five days prior to publication date. Neither trucking nor postal services are included in this agreement; this is strictly a printing service agreement.

2. Delivery of the Publication; Quality of Printing. Printer acknowledges that Buyer's business is very time sensitive and requires that Printer deliver the Publication on a timely basis. Buyer acknowledges that Printer cannot fulfill its obligations in a timely manner unless Buyer submits complete PDF files by the mutual agreed deadlines. Buyer's business also requires that the quality of the printing be maintained at a commercially acceptable level. Accordingly, Printer agrees:

(a) on an agreed upon Printer will drop off at Buyer's warehouse the number of copies of each issue of the Publication requested by Buyer at the time and day of the week specified on **Exhibit B** hereto;

(b) that the deadline and submission standards for submission of PDF files and other materials by Buyer to Printer are set forth on **Exhibit B** hereto. Printer cannot meet such deadlines and standards unless Buyer meets its deadline and submission standards;

(c) that the quality of the printing services performed by Printer hereunder shall be at least equal to the quality of the "NY-Post" of which Printer has provided. Unless otherwise specified by Buyer, all printing shall be done on 27.6# lb. (newsprint basis weight) newsprint on a high quality Web press or other equipment acceptable to Buyer in its reasonable judgment and with a proportional reduction of 2.5%. The parties agree that the page limit capacity and color capabilities shall be in accordance with such capacities as set forth in **Exhibit C**.

If Printer delivers the Publication to Buyer in insufficient quantities, or if copies are materially defective in quality, and Buyer so notifies Printer in writing within two (2) days after delivery of the Publication to Buyer, Printer will correct such error within two (2) business days after such notification, either by giving Buyer credit for insufficient quantities or for defective copies, or by reprinting copies or printing additional copies, at Printer's discretion. If three (3) such failures to comply occur during any period of six (6) consecutive months during the term hereof, Buyer may (in its sole discretion) terminate this Agreement by giving Printer thirty (30) days prior written notice thereof. Notice of cancellation may be given at any time before the expiration of three (3) months following the third such failure.

Printer shall be responsible for the costs of and arrangements for transportation of the copies of the Publication from Printer's plant to a location identified by the Buyer. Printer shall be responsible for loading the Publication onto trucks at Printer's loading dock. All copies shall be neatly bundled, banded and on pallets. Title and risk of loss to the Publication will pass to Buyer when the Publication is unloaded on at Printer's loading dock.

3. Price. (a) Buyer shall pay and Printer shall accept as full payment for all printing and services rendered, and the newsprint and other materials provided hereunder, an amount determined in accordance with the price list set forth in **Exhibit A** hereto, as such price list may be adjusted from time to time pursuant to paragraph 4. In addition, Buyer shall pay all sales, use or transaction privilege taxes (if any) imposed upon the services rendered by Printer hereunder; however, Buyer shall not be required to pay any income, property, excise or other taxes payable by Printer in the ordinary course of its business or by reason of its performance of other business activities. Sales taxes payable by Buyer will be reflected on Printer's invoices and will be the responsibility of the Buyer, Printer will indicate on invoices that Buyer received Publication/s as indicated on **Exhibit B**.

(b) The newsprint component of the price will increase or decrease each quarter based on the percentage increase or decrease in Pulp & Paper Price Watch paper index published monthly by RISI (the "Paper Index") <http://www.risiinfo.com>. For purposes of the first quarterly adjustment, the parties knowledge and agree that the cost of newsprint shall be rated set forth on the paper index. Prices will be adjusted once per calendar quarter, and will be based on the price Paper Index published the month prior to the beginning of the next full

calendar quarter. At least (10) days prior to the beginning of each calendar quarter, or as soon as practicable based upon the publication date of the applicable Paper Index, Printer shall notify Buyer of the price for newsprint for the next calendar quarter via email, and will include a revised Price List. In instances when pricing will remain the same for the following calendar quarter based on the applicable Paper Index, Printer will confirm such with Buyer via email prior to the beginning of the next quarter.

(c) Buyer is responsible for consuming all Newsprint purchased by Printer associated to the manufacturing and printing of Buyer's publication. In the event of interruption of service, where Buyer terminates Printer's services as noted on paragraph 23, Buyer is responsible to purchase Newsprint at market price. If no agreement is reached to continue Printer's services, then all Newsprint leftovers associated to account will be removed at Buyer's expense.

4. Price Adjustment.

(a) At any time after the first ninety (90) days of this Agreement, Printer may propose new pricing for this Agreement by providing Buyer with a new version of **Exhibit A** to be effective beginning sixty (30) days after such notice. If Buyer objects to the pricing change, it may elect to terminate this Agreement by giving Printer a written termination notice no later than fifteen (15) days after Printer's first notice to Buyer. Such termination notice will be effective on the date that Printer's proposed new **Exhibit A** would have become effective had Buyer not objected. Printer may not propose a new **Exhibit A** under this Section 4. (a) more often than once every twelve (12) months.

(b) In addition to the price adjustment called for in Section 4. (a) above, if the Black and White price for printing increases or decreases in price by more than 7.5% from the beginning of any contract year during the term of this Agreement, either party may request a change in the prices reflected on **Exhibit A** by giving other party written notice of the new proposed price. The new price will become effective thirty (30) days after such written notification, unless the notified party rejects the proposed price change in writing within fifteen (15) days after receiving such request. If the new price request has been rejected, and the parties are unable to agree on a new price schedule within fifteen (15) days after such rejection, the requesting party may elect to terminate this Agreement by giving the notified party sixty (60) days' written notice thereof.

5. Payment. Printer shall render to Buyer a full and complete monthly invoice for all services performed during such month. Invoices shall be due and payable five working (5) days from printing date. If any is more than twenty (20) days past due, Printer may withhold further services hereunder until all past due statements are paid in full. Buyer may protest any statement, and shall specify the error contained therein, in accordance with the dispute resolution procedures set forth in Section 15 below, but may not withhold payment during the pendency of any such dispute.

6. Place of Printing; Submission of Material. All printing services under this Agreement shall be performed at Printer's plant located One Herald Plaza, Miami FL, 33132. All copy and other

materials from Buyer shall be submitted at such plant or by other mutually agreed means, including electronic submission over FTP site.

7. Identification and Risk of Loss. Identification of the goods to this Agreement shall occur as to each order when Printer completes the printing of each order, but risk of loss shall pass to Buyer only at such time as goods are delivered to Buyer, as required by this Agreement.

8. Effective date: This Agreement shall be effective for a period of two (2) years, commencing on the Effective Date. 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.

9. Assurances. Printer will use commercially reasonable efforts to fulfill Buyer's printing orders should there occur a shortage of newsprint or other pertinent supplies caused by an event beyond Printer's reasonable control. During any such period of shortage, Printer may allocate newsprint and other supplies first to its own printing needs, and then Printer will give Buyer priority for remaining newsprint or other pertinent supplies (if any) over any other of Printer's customers.

10. Suspension of Agreement. In the event that Printer fails to obtain an adequate supply of newsprint or other pertinent supplies sufficient to timely meet Buyer's requirements during a period of shortage as stated in Section 9 above, Printer's obligations under this Agreement will be suspended, without penalty, until such time as newsprint or pertinent supplies become available, except that Buyer may terminate this Agreement if such shortage affects more than two (2) issues of the Publication in any six (6) month period. Whenever Printer is unable to obtain an adequate supply of newsprint or other pertinent supplies to meet Buyer's requirements, Buyer shall be free to make other arrangements for the printing of the Publication.

11. Delay. Printer shall not be responsible for any delay in completion of Buyer's orders caused by strike, fire, flood or other similar cause beyond the reasonable control of Printer. Printer shall promptly notify Buyer of any such delay or anticipated delay as soon as possible. During any period of time when Printer is not able to timely complete Buyer's orders as contemplated by this Agreement because of the occurrence of a strike, fire, flood or other similar cause beyond the reasonable control of Printer, Buyer shall be free to make other arrangements for the printing of the Publication. Buyer shall have the right to terminate this Agreement immediately by delivering written notice to Printer if strikes, fires, floods or other similar causes prevent Printer from performing, or delays Printer's performance, with respect to any two (2) issues of the Publication within a six (6) month period.

12. Notice of Suspension or Delay. In the event Printer will be delayed in printing or delivering, or unable to print or delivery, any issue of the Publication in a timely manner, Printer shall give both written and telephonic notice of such inability or delay as far in advance as possible and, in any event, no less than 96 hours before the delivery deadline in the event of a shortage of newsprint or materials under paragraph 9 above. Such written notice also shall be given by facsimile. All such notices shall be given to such person or persons as Buyer shall from to time designate or, if such person is unavailable or no such person is designated, to a responsible supervising employee of Buyer.

13. Limitation of Liability. Printer's liability for any and all losses and damages to Buyer resulting from any cause whatsoever, including Printer's negligence, shall in no event exceed the purchase price of the particular issue or issues of the Publication with respect to which losses or damages are claimed. Printer shall not be liable to Buyer for any special, punitive, incidental or consequential damages which may be suffered by Buyer. In no event shall Printer be liable for diminution in value of Buyer's business. If Printer willfully refuses to print the Publication or wrongfully repudiates or terminates this Agreement, Printer shall be liable for Buyer's reasonable costs of cover.

14. Assignment. This Agreement is not assignable by either party without the express written consent of the other party, except that Buyer consents to the assignment of this Agreement to the McClatchy Company, [insert state of incorporation and address] .

15. Settlement of Disputes.

(a) If any dispute arises related to this Agreement, either party may request a meeting of senior executives of both parties who are vested with authority to settle the dispute, by written notification. Such senior executives will meet and attempt in good faith to resolve the dispute before resorting to litigation. The meeting will be held reasonably promptly at the request of any affected party in the offices of the party requesting the meeting, or if agreed, at another designated location.

(b) If the dispute is not resolved within fifteen (15) days from the date when it was first presented by one party to the other, either party to the dispute may submit the matter to non-binding mediation, to be conducted in Miami, Florida, with a qualified mediator selected by both parties. The mediation shall be conducted under the procedures of the International Center for Dispute Resolution (ICDR). Each party shall bear its own mediation costs.

(c) If either party refuses to mediate, or if the parties are unable for any reason to resolve the dispute within sixty (60) days after it is first raised by one party to the other, either party shall be free to file suit in an appropriate state or federal court located in Miami, Florida, to resolve the dispute. In such event the non-prevailing party shall pay the reasonable attorneys' fees and court costs of the prevailing party.

16. Indemnification. Buyer agrees to indemnify Printer from any suits or judgments for libel, copyright infringement, invasion of privacy, false or misleading advertising, or any other similar cause of action against Printer arising out of any printing or distribution of the Publication provided such printing or distribution was performed in accordance with instructions given by Buyer. Buyer shall be entitled to conduct the defense of any such claim. Printer agrees to indemnify Buyer from any suits or judgments brought or imposed against Buyer for libel, copyright infringement, invasion of privacy or similar cause of action against buyer arising out of intentional errors or omissions by Printer in the printing of the Publication. Printer shall be entitled to conduct the defense of any such claim. *Notwithstanding the foregoing, Buyer's indemnification obligations are subject to the extent allowed and to the limits set forth in Section 768.28, F.S., and without otherwise waiving sovereign immunity.*

17. Cessation of Publication. Buyer reserves the right to terminate this Agreement at any time during the term hereof if Buyer ceases producing the Publication for more than eight consecutive issues, at which time all amounts outstanding become due and payable, immediately.

18. Notices. Except as provided in paragraph 13 hereof, any notices or other communication required or permitted hereunder shall be sufficiently given if sent by registered or certified U.S. mail, addressed as follows:

To Printer: The Miami Herald Media Company
 ATTN: Craig Woischwill – VP Operations
 One Herald Plaza
 Miami Florida, 33132
 Telephone: (305) 376 2942

With a copy to: The Miami Herald Media Company
 Julio Morales – Asst. Production Director
 Telephone: (305) 376 2942

To Buyer: Pembroke Pines City Connect
 Charles F. Dodge
 City Manager
 1-954-431-1149

or such other addresses as shall be furnished in writing by any party, and any such notice or communication shall be deemed to have been given as of the date so mailed or sent.

19. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

20. Interpretation; Relationship of Parties. Regardless of whether this Agreement is considered a contract for the sale of goods, the parties agree that the provisions and principles of the Uniform Commercial Code as adopted in the State of Florida shall be applicable to this Agreement, and for such purposes this Agreement shall be deemed to be a contract for the sale of goods. Without limiting any express right given or provided to any party under this Agreement, the parties agree and acknowledge they shall have an obligation of good faith and fair dealing in their relationship under this Agreement. The parties are not, and do not intend to create a joint venture or partnership, and their relationship is that of vendor and purchaser.

21. Modification of Agreement. No modification, waiver or amendment of this Agreement shall be effective unless in writing and signed by all parties hereto. No waiver granted hereunder shall be deemed effective except for the instances and in the circumstances particularly specified therein.

22. Merger. This Agreement, together with all attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof. In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

23. Term and Termination.

- This Agreement shall commence on the date on Effective Date and shall terminate twenty-four (24) months thereafter ("Term"), unless terminated earlier as provided herein. Thereafter, this Agreement shall not automatically renew. Notwithstanding the foregoing, this Agreement may be terminated by either party, for any reason, by the terminating party upon 180 days' written notice of such termination to the other party.
- Upon the breach or default by either party of any material term of this Agreement, the other party may terminate this Agreement, upon 30 days' prior written notice, unless such breach is cured or remedied within such 30-day period.
- In addition to the foregoing, either party may immediately terminate this Agreement if (i) the other party becomes bankrupt or insolvent or makes a sale in bulk of any of its assets, (ii) a petition in bankruptcy has been filed by or against such other party, (iii) such other party makes an assignment for the benefit of creditors, (iv) a trustee, receiver or liquidator or similar person has been appointed or applied for by a creditor or such other party or has seized any of such other party's assets or (v) any proceedings are commenced for the dissolution or liquidation of such other party or its assets.

24. Trademarks

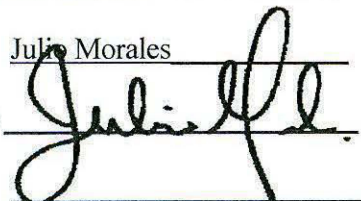
Except as otherwise permitted herein, Company agrees not to display or use, in advertising or otherwise, any of the trade names, logos, trademarks, trade devices, service marks, symbols, abbreviations or registered marks, or contractions or simulations thereof, belonging to MHMC or its subsidiaries or affiliates (the "Marks") and will not permit the same to be used or displayed by their subsidiaries or affiliates or by third parties. Company and its respective subsidiaries and affiliates may use or display the Marks only after MHMC has reviewed and approved the proposed display or use of such Marks in MHMC's sole discretion. Approval for a particular display or use of an Mark shall apply only to that display or use, and shall not constitute approval for, or confer any rights with respect to, the display or use of such Mark in any other form or manner.

PRINTER:

By: McClatchy Company

Name: Miami Herald Media Company

Manager: Julio Morales

Signature: 

Manager:

Signature:

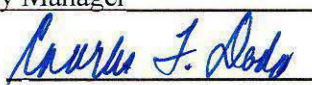
Date: August 31, 2015

BUYER:

By: City Of Pembroke City

Name: Charles F. Dodge

Title: City Manager

Signature: 

Other Name:

Other Signature:

Date:

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APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 



Exhibit A: Price Grid

27.6# Newsprint rate as of August 31, 2013 is \$650 per metric ton.

| <u>Newsprint</u> | <u>Yield</u> | <u>MT Cost</u> |
|------------------|--------------|----------------|
| 27.6# lbs | | \$650 |

| <u>Pgs</u> | <u>Paper</u> | <u>Col</u> | <u>65,000</u> | <u>CPM</u> |
|------------|--------------|------------|---------------|------------|
| | | | | |
| 20 | 27.6# | 20 | \$3,411 | \$48 |

* Newsprint rates will increase or decrease based on Newsprint Index (RISI - "Paper Index") and Buyer is subject to changes as reflected on index. Please read article 3(b) of this agreement for additional information.
<http://www.risiinfo.com>

Exhibit B: Deadlines

Pembroke Pines City Connect - Production and Delivery Deadlines.

8/31/2015

r1

| Publication/s | PDF to FTP | Pick Up |
|--|---------------------------|------------------|
| Pembroke Pines City Connect | 5 business days | One Herald Plaza |
| | prior to publication date | |
| | | |
| <i>2015-17 Production schedule is under construction at this time.</i> | | |
| | | |
| | | |

Exhibit C: Page capacity and color capability

STRIGHT -- Page & Color Table

Page Count Must Increase in Multiples of 8

| 20 Pages | |
|----------|----|
| 1 | 20 |
| 2 | 19 |
| 3 | 18 |
| 4 | 17 |
| 5 | 16 |
| 6 | 15 |
| 7 | 14 |
| 8 | 13 |
| 9 | 12 |
| 10 | 11 |

- *Yellow indicates color page*

Jan

Exhibit D: Mechanical Specifications

Highlight, Midtones and Shadow Dot

* Note (Our CTP setters are linearized. The dot% you set in any tonal region will the dot% set on our final output).

BLACK & WHITE

- Highlights should range between 2-5%
- Midtones should range between 30-55%
- Shadows should range between 75-95%

Allow for 30% dot gain on the press.

COLOR

- Highlights should range between 2-5%
- Shadows should range between 80-92%
- In the final separation limit total ink density to 260%

Note: Color laser prints or color copies are for position and color ID only! They are not acceptable as proof of final reproduction.

SOLID INK DENSITY

| | |
|---------|--------------|
| Black | 1.00 +/- .05 |
| Cyan | .90 +/- .05 |
| Magenta | .90 +/- .05 |
| Yellow | .85 +/- .05 |

Buyer to furnish all (single) pages as digital transmission in a PDF format.

| | | |
|-------------------|------------------|--------------------|
| Buyer's FTP info: | Host: | mhpcftp.herald.com |
| | User ID: | citypp |
| | Password: | pin.es.2011 |

MHMC - PRESS SPECIFICATION & Other

Goss Newsliner press
6 printing units per press line
9 newsprint reels per press line
Web width format: 48"
Cold Web Offset
30# Newsprint
Final paper size (folder in half) 11" X 12"
Image Size 9.75" X 10.75"

PAGE CAPACITY

Up to 96 tabloid pages (on 48" webs), color capability in straight and/or collect mode as illustrated on **Exhibit C**.