

AMENDMENT TO CONTRACT
Annual Requirements to Print and Insert Lincoln Parks and Recreation
Program Guide into Newspaper
SOLE SOURCE
CITY OF LINCOLN
Second Renewal

This Amendment is hereby entered into by and between **Lincoln Journal Star, 926 P Street, Lincoln, NE 68508** (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Contract executed under Executive Order No. 85715, for Annual Requirements to Print and Insert Lincoln Parks and Recreation Program Guide into Newspaper, Sole Source Contract, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 22, 2013 through January 21, 2014, with the option to renew for two (2) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City E.O 86826 on January 23, 2014, to renew the Contract for an additional one (1) year term from January 22, 2014 through January 21, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 22, 2015 through January 21, 2016; and

WHEREAS, the City agrees to use the available City credits from the Pinnacle Bank suite agreement with the West Haymarket Joint Public Agency in an amount not to exceed the available credit until fully used up and then pay the Contractor with other funds; and

WHEREAS, the estimated expenditures for City of Lincoln, Parks and Recreation for the term of this renewal shall not exceed \$65,000.00 without prior approval by the City of Lincoln; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 85715 and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contact for an additional one (1) year term beginning January 22, 2015 through January 21, 2016.
- 2) The City agrees to use the available City credits from the Pinnacle Bank suite agreement with the West Haymarket Joint Public Agency in an amount not to exceed the available credit until fully used up and then pay the Contractor with other funds
- 3) The estimated expenditures for City of Lincoln, Parks and Recreation for the term of this renewal shall not exceed \$65,000.00 without prior approval by the City of Lincoln.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Requirements to Print and Insert Lincoln Parks and Recreation
Program Guide into Newspaper
SOLE SOURCE
CITY OF LINCOLN
Second Renewal**

**Please sign, date and return within 10 days of receipt.
You must return an original copy of the document.**

Mail to: City/County Purchasing
Attn: Lori Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508

Company Name:	Lincoln Journal Star
By: (Please Sign)	Jeww
By: (Please Print)	Jennifer Witherby
Title:	Advertising Manager
Company Address:	926 P Street
Company Phone & Fax:	402.473.7216
E-Mail Address:	jwitherby@journalstar.com
Date:	4/3/15
Contact Person for Orders or Service:	Beth Loop
Contact Phone Number:	402.473.7421

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Requirements to Print and Insert Lincoln Parks and Recreation
Program Guide into Newspaper
SOLE SOURCE
CITY OF LINCOLN
Second Renewal

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler

Chris Beutler, Mayor

Approved by Executive Order No. 88152

dated 4-9-15

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS TO PRINT AND INSERT LINCOLN PARKS & RECREATION PROGRAM
GUIDE INTO NEWSPAPER, SOLE SOURCE
FIRST RENEWAL**

This Amendment is hereby entered into on this 30th day of December, 2013 by and between Lincoln Journal Star, 926 P Street, Lincoln, NE 68508 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated January 22, 2013, under E. O. No. 085715, (the "Agreement"), for The Annual Requirements to Print and Insert Lincoln Parks & Recreation Program Guide into Newspaper, Sole Source, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is January 22, 2013 through January 21, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning January 22, 2014 through January 21, 2015; and

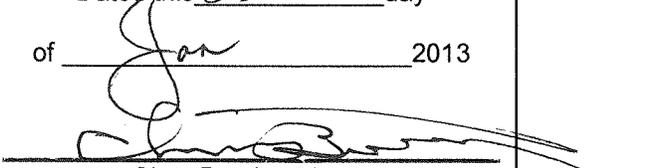
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from January 22, 2014 through January 21, 2015.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>23</u> day
of <u>Jan</u> 2013
 <hr style="width: 100%;"/> Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Lincoln Journal Star
By: (PLEASE PRINT)	Tammy McFall
By: (PLEASE SIGN)	Tammy McFall
Title:	Advertising Sales Manager
Company Address: (PLEASE PRINT)	926 P St., Lincoln, NE 68508
Company Phone & Fax: (PLEASE PRINT)	402-473-7426 / 402-473-7466
E-Mail Address: (PLEASE PRINT)	tmcfalle@journalstar.com
Date:	12/30/13

85715

13010101

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Annual Requirements to
Print and Insert Lincoln Parks & Recreation Program Guide
into Newspaper
Sole Source**

**Lincoln Journal Star
926 P Street
Lincoln, NE 68508
402-473-7147**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between Lincoln Journal Star, 926 P Street, Lincoln, NE 68508, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements to Print & Insert Lincoln Parks & Recreation Program Guide in to Newspaper (Sole Source) and,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, as follows:

Printing services and insertion of Lincoln Parks & Recreational Program Guides, up to three (3) issues per year.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the pricing listed on the Journal Star's quotation sheet (Attachment A), a copy thereof being attached to and made a part of this Contract. The City has the option of requesting the printing and insertion of the ~~guide~~ (Attachment A) publication up to three (3) issues per year. Total contract price may not exceed \$65,000 per year.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
- 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties for a one (1) year term with the option for two (2) additional one (1) year renewals.
8. The Contract Documents comprise the Contract, and consist of the following:
- 1. Contract Agreement
 - 2. Attachment A - Pricing

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

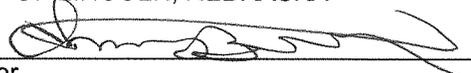
EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

 City Clerk



CITY OF LINCOLN, NEBRASKA


 Mayor

Approved by Executive Order No. 85715

dated JAN 22 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Lincoln Journal Star
Name of Corporation

926 P Street Lincoln, NE
(Address) 68508

By: [Signature]
Duly Authorized Official

Advertising Director
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lincoln Journal Star
926 P Street
Lincoln, NE 68508

December 27, 2012

Kat Schlueter
Parks & Recreation Department
2740 A Street
Lincoln, NE 68502
402/441-3084

Kat,

Thank you for the opportunity to quote your product. Below is the pricing for the Parks & Rec Spring Program Guide.

PRINT QUOTE

20 Tab
QTY 125,000

<u>PAGE COUNT</u>	<u>COLOR</u>	<u>STOCK</u>	<u>BASE COST</u>	<u>ADD'L/M</u>
20 Tab	20 PGS	35#	\$11,337.16	\$84.76

INSERT QUOTE

123,500 inserted into Local Values
\$67.60/cpm

\$ 8,398.60

CUSTOMER COPIES

1,500 to be delivered to:
Lincoln Parks & Recreation
2740 A Street

Total \$ 19,685.76

Sincerely,

Jamanda Wolfe
jwolfe@journalstar.com

Pricing based on customer providing print-ready PDF files. Additional prepress work charged at \$45/hr. Please contact our pre-press department at 402/473-7147 for file specifications. All pricing based on current paper prices. Prices are subject to raw material increases. Quote does not include shipping, shipping materials, taxes, or delivery unless specified. This quote is valid for 30 days. If you accept this quote please sign, date and fax to 402/473-7466. To schedule a print date, please call 402/473-7161.

Accepted By: _____ Date: _____