

**AGREEMENT**

*between*

**THE CITY OF COCONUT CREEK**

*and*

**REDEMPTION MEDIA HOLDINGS, LLC**

*for*

**PUBLIC/PRIVATE PARTNERSHIP TO DESIGN, PRINT AND MAIL MONTHLY MAGAZINE  
RFP NO. 11-20-13-10**

THIS AGREEMENT is made and entered into this 23rd day of January, 2014 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "CITY") and Redemption Media Holdings, LLC, a Florida corporation with principal offices located at 3511 W. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33309 (the "Contractor") to Design, Print and Mail the Monthly Magazine pursuant to RFP No. 11-20-13-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, the terms and conditions of RFP No. 11-20-13-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

**2) The Work**

The Contractor shall perform all work for the City required by the contract documents and RFP No. 11-20-13-10, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- c) Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this

Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**3) Contract Price**

Contractor shall perform all contract requirements pursuant to Exhibit "A" – Schedule of Proposal Prices.

**4) Contract Term**

The initial contract period shall be for two (2) fiscal year periods.

**5) Contract Extension**

The City reserves the right to extend the contract not to exceed a maximum of three (3) additional two (2) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Contractor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6) Content Deadline**

All content provided by the City, to include advertisements, shall be due to Contractor by the first (1<sup>st</sup>) of the month prior.

**7) Events**

For Economic Development purposes, four (4) tickets per event held by Contractor shall be furnished to the City.

**8) Non-Discrimination**

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

**9) Independent Contractor**

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

**10) Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

**11) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063  
With a copy to the City Attorney at the same address.

CONTRACTOR

Gary Press, President/CEO  
Redemption Media Holdings, LLC  
3511 W. Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33309  
Phone: 954-377-9470  
Fax: 954-617-9110  
Email: [gpress@lmgfl.com](mailto:gpress@lmgfl.com)

**12) Agreement Subject to Funding**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the CITY OF COCONUT CREEK in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

**13) Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is situated in Broward County, Florida.

**14) Signatory Authority**

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

**15) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**16) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Redemption Media Holdings, LLC, signing by and through its President \_\_\_\_\_ (President, Owner, CEO, etc.) duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

Mary C. Blasi  
Mary C. Blasi, City Manager

1/23/14  
Date

Leslie Wallace May 2/12/14  
Leslie Wallace May Date  
City Clerk

Approved as to form and legal sufficiency:

Paul Stuart 2/11/14  
Paul Stuart, City Attorney Date

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

Redemption Media Holdings, LLC  
Company Name

[Signature]  
Signature of President/Owner

2/4/14  
Date

Gary Press  
Type/Print Name of President/Owner

(CORPORATE SEAL)

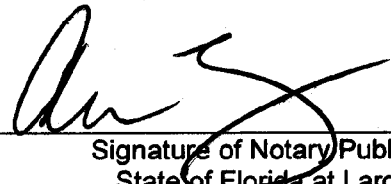
CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

COUNTY OF Broward: :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gray Price, of Redemption Media a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 5<sup>th</sup> day of February, 2014.



Signature of Notary Public  
State of Florida at Large



ANDREW LEAVY  
MY COMMISSION # EE 021895  
EXPIRES: August 29, 2014

Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.