

FIRST AMENDMENT TO PRINTING AND MAILING SERVICES AGREEMENT

This First Amendment to the Printing And Mailing Services Agreement (“Amendment”) is made and entered into as of the date of last execution below (“Effective Date”), by and between the City of Daytona Beach, a Florida municipal corporation (“City”) and Northeast II, Inc., a foreign profit corporation (“Contractor” or “Awardee”). The City and the Contractor may also be referred to herein individually as “Party” or collectively as the “Parties.”

The City and the Contractor entered into the Printing And Mailing Services Agreement (“Agreement”), dated September 9, 2021, for the Contractor to provide utility bill printing and mailing services. The Parties now desire to amend the Agreement as follows (additions indicated with underlines and deletions indicated with ~~strikethroughs~~):

1. Section 2 of the Agreement is amended as follows:

2. **Contract Term/Renewal.** The Initial Term of this Agreement will commence on September 20, 2021 and end ~~September 19, 2022~~ September 30, 2022. The CITY will have the option to renew this Agreement for up to 3 terms of 1 year each by giving CONTRACTOR written notice. Such notice must be provided at least 60 days prior to the end of the Initial Term unless waived by CONTRACTOR.

2. Section 3 of the Agreement is amended as follows:

3. **Payment and Billing.** Beginning on the effective date of the First Amendment, ~~P~~payment will be based on the unit prices set forth in the City of Tampa contract except for the following: For a sum of \$114.30 \$127.93 per 1000 records the following will be completed: format utility bills, accept data via SFTP, data conversion and formatting, postal presort for reduced postal rates, provide digital proofs via ftp for weekly sign-off, print utility bills on 8.5 x 11 perforated paper, fold and insert statements into #10 envelope, provide #9 courtesy reply envelopes for customers who pay by mail, append special messages upon request, insert newsletter with statements, provide pdf images of all notices to the City.

3. Section 4 of the Agreement is amended to add paragraph (c) as follows:

(c) Section 4.13 for the City of Tampa agreement is amended as follows:

4.13 PRICE ESCALATION/DE-ESCALATION. The City of Tampa will allow a price escalation / de-escalation provision within this award.

The original bid prices shall be firm for a ~~1-year minimum period~~ the remainder of the Initial Term of the Agreement. A price escalation/de-escalation will be allowed ~~1-year after the beginning of the award period at 1-year intervals, thereafter, at the beginning of each renewal term, except that an escalation will not be allowed for the first renewal term beginning October 1, 2023,~~ provided the The Awardee shall notify notifies the City of Tampa, in writing, of the any pending price escalation/de-escalation a minimum of 60 days prior to the beginning of the renewal

~~term effective date of the price escalation/de-escalation.~~ The price escalation percentage change shall not exceed the previous 1-years' percentage change of the Consumer Price Index for All Urban Consumers ("CPI-U") published by the U.S. Department of Labor's Bureau of Labor Statistics. Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

If, at the point of exercising the price escalation/~~de-escalation~~ provision, the CPI-U or other reliable market media indicators show that the Awardee's costs of production prices have decreased, and that the Awardee has not passed the decrease on to the City of ~~Tampa~~, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of ~~Tampa~~ Bidder List for a period of time deemed suitable by the City. In the event of this occurrence, the City of ~~Tampa~~ further reserves the right to utilize any and/or all options as stated herein.

4. All other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have set their hands and seals, effective on the date that the last party has signed below.

The City:

Contractor:

By: _____

By: _____

Derrick L. Henry, Mayor

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Letitia LaMagna, City Clerk

Date: _____

Approved as to Legal Form:

By: _____

Robert Jagger, City Attorney