



City of Pembroke Pines

**AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND
MARANJE, LLC.**

THIS AGREEMENT ("Agreement"), dated _____, is entered into by and between:

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

and

MARANJE, LLC., A Florida Limited Liability Company, with an address of **8980 NW 25th Court, Sunrise, FL 33322** hereinafter referred to as "VENDOR." CITY and VENDOR may hereinafter collectively be referred to as the "Parties."

RECITALS

WHEREAS, CITY desires to engage a professional artist to design and paint an original and creative mural on the storage building at the CITY's Spring Valley Dream Park; and,

WHEREAS, a mural is a work of art, applied to and made integral with a wall or ceiling surface; and,

WHEREAS, VENDOR possesses the specific skills, talent, expertise, experience and knowledge needed to paint a mural of the size and quality desired by CITY; and,

WHEREAS, the CITY has selected VENDOR to paint the mural pursuant to the terms and conditions set forth herein below; and,

WHEREAS, the work herein required has been procured pursuant to CITY Code of Ordinance §35.18(C)(7)(c), which specifically provides that artistic services which are original and creative in character and skill, in a recognized field of artistic endeavor are exempt from competitive bidding.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:



ARTICLE 1
PREAMBLE

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

1.2 Each Exhibit referenced herein are hereby expressly incorporated into this Agreement and make a specific part hereof, whether or not physically attached hereto.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 VENDOR shall furnish all work, materials, tools, and labor necessary and as may be required to design and paint an original and creative mural ("ARTWORK"), on the storage building at the CITY's Spring Valley Dream Park located at 701 NW 163rd Ave., Pembroke Pines, FL 33028 ("Location"), as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof.

2.2 The VENDOR represents and covenants that the ARTWORK will be durable and will withstand the usual weather and climate expected for the region. The VENDOR assumes all responsibility and risk for any deterioration or weathering caused to the ARTWORK.

2.3 VENDOR may not hire or utilize the work of any sub-contractor, employee or other individual to assist the VENDOR in performing work under this agreement unless mutually agreed upon by the Parties.

2.4 VENDOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with VENDOR, that VENDOR has the professional expertise, talent, experience and manpower to perform the work to be provided by VENDOR pursuant to the terms of this Agreement.

2.5 VENDOR certifies, to his knowledge, that all work performed pursuant to this Agreement, including but not limited to the ARTWORK, is an original creation and does not infringe upon or violate any copyrights or other rights of any person, firm or organization.

2.6 The CITY agrees to give the VENDOR full acknowledgement and credit as a co-creator of the ARTWORK, with the placement of a plaque or similar object on and/or near the ARTWORK.

2.7 VENDOR and CITY agree that the ARTWORK may be replaced at any time at the sole discretion of the CITY.

2.8 CITY will provide VENDOR with access to water, electricity, bathroom, dumpster/garbage disposal, a small onsite storage area, and any other necessary access. The Parties will mutually agree on work days/hours to ensure proper access. As part of the VENDOR's preparation, the CITY will ensure that the work area is cleared for the necessary lifts and



machinery, free of debris, and that walls are primed and ready for painting. Additionally, the area will be cleared of any insects, animal nests, or infestations prior to the VENDOR's work.

2.9 The CITY is entitled to exhibit, publish, broadcast, advertise and otherwise use the likeness of the ARTWORK, in any manner the CITY sees fit.

2.10 VENDOR agrees to participate in a community engaging component such as a ribbon cutting/event with agreed upon dates by Parties.

ARTICLE 3 **VENDOR COVENANTS**

3.1 All work performed under this Agreement shall be done in a professional manner.

3.2 The ARTWORK shall be produced to the CITY's satisfaction and in conformity with the appropriate moral and ethical standards for the community in which the CITY is located. The quality of the completed materials is a matter of prime importance and shall meet all applicable industry standards. The CITY shall have the right to approve and/or reject the mural or any portion thereof.

3.3 The VENDOR warrants the ARTWORK against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, VENDOR shall perform such steps as required to remedy the defects. If there is an issue within five (5) years after the warranty period is over, artist will be contacted first to repair and charge hourly rate accordingly.

3.4 VENDOR represents that he/she has the right to enter into this Agreement and that this Agreement does not interfere with or violate the right of any other person or entity; that VENDOR owns all intellectual property rights, title, interest, and copyright to the ARTWORK; and, that the ARTWORK is free and clear of any liens or claims or encumbrances from any source whatsoever.

ARTICLE 4 **TERM AND TERMINATION**

4.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that VENDOR receives CITY's Notice to Proceed. The work shall be completed within **twenty-eight (28)** calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the ARTWORK by the CITY.

4.2 **Termination for Convenience.** This Agreement may be terminated immediately by CITY for convenience, in which event VENDOR shall be paid its compensation for work performed to termination date, including work reasonably related to termination.



4.3 **Default by VENDOR.** Should VENDOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, and if such neglect or failure shall continue for a period of seven (7) days after receipt by VENDOR of written notice of such neglect or failure, this Agreement shall be considered terminated by VENDOR and VENDOR shall be liable for damages to CITY.

4.4 All documents, plans, work products, materials, equipment and tools belonging to the CITY will be furnished to the CITY upon completion and/or termination of the Agreement, whichever occurs first.

4.5 The CITY's rights to exhibit, publish, broadcast, advertise and otherwise use of the likeness of the ARTWORK shall survive the termination of this Agreement.

ARTICLE 5

INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

5.1 VENDOR shall irrevocably convey in perpetuity, all intellectual property rights including but not limited to all trademark and U.S. and International Copyrights to CITY for all designs, graphics, and any other drawings in the ARTWORK. The intellectual property rights to the ARTWORK shall be exclusively owned by the CITY and shall not be sold or assigned by VENDOR to any other individual or entity.

5.2 VENDOR agrees that the designs, graphics, and drawings created by VENDOR for the ARTWORK shall become the exclusive property of the CITY. CITY shall hold legal title to all the designs, graphics, and any other drawings to which ownership of the same shall be vested in the CITY, upon the performance of the terms, conditions and provisions of this Agreement. CITY shall have an unlimited and irrevocable right to use the designs, graphics, and any other drawings, prepared by VENDOR pursuant to this agreement and to reproduce such designs, graphics, and drawings, as the CITY desires, in perpetuity.

5.3 CITY recognizes the VENDOR's rights pursuant to the Federal Visual Artist Rights Act of 1990, known as "VARA" (17 USC §106A). VENDOR hereby acknowledges that the ARTWORK may be subject to destruction, distortion, mutilation, damage, or other modification by reason of its removal or by virtue of the location of ARTWORK. The VENDOR hereby permanently waives its right to collect damages and to object to the removal or modification of the ARTWORK as may be determined necessary by the CITY, and any other right vested in VENDOR with respect to VARA as evidenced by VENDOR's signature herein below.

5.4 The Parties expressly acknowledges that the ARTWORK is a "work made for hire" as defined in the U.S. Copyright Act and that ownership of any copyright with respect to the ARTWORK is hereby transferred from the VENDOR to the CITY.

ARTICLE 6

COMPENSATION

6.1 The CITY hereby agrees to compensate VENDOR for work performed in accordance with



this Agreement, a total amount of **FORTY THOUSAND DOLLARS AND 00/100 CENTS (\$40,000.00)**, to be paid in three installments: the first payment of **THIRTEEN THOUSAND DOLLARS AND 00/100 CENTS (\$13,000.00)** upon execution of this Agreement; the second payment of **THIRTEEN THOUSAND DOLLARS AND 00/100 CENTS (\$13,000.00)** upon issuance of the CITY's Notice to Proceed; and the final payment of **FOURTEEN THOUSAND DOLLARS AND 00/100 CENTS (\$14,000.00)** upon completion, inspection, and acceptance of the ARTWORK by the CITY.

6.2 Notwithstanding anything to the contrary in Section 6.1 of this Agreement, the CITY shall make its best efforts to pay the VENDOR within thirty (30) days after the receipt of a proper invoice for each payment due that includes the total shown to be due on such invoice. All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6.3 Payment will be made to VENDOR at:

**Maranje, LLC.,
8980 NW 25th Court,
Sunrise, FL 33322.**

ARTICLE 7 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

The Parties may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes or additional work must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. In no event will VENDOR be compensated for any work which has not been described in a separate written agreement executed by the Parties hereto.

ARTICLE 8 **UNCONTROLLABLE FORCES**

8.1 Neither CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

8.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable



dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 9 **INDEMNIFICATION**

9.1 VENDOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the VENDOR or its employees, agents, servants, partners principals or subcontractors. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. VENDOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

9.2 VENDOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to work furnished pursuant to this Agreement. VENDOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or work furnished to CITY by VENDOR pursuant to this Agreement, or if any portion of the work or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

9.3 Notwithstanding the foregoing, VENDOR assumes all risks of damage including injury or death to herself.

ARTICLE 10 **INSURANCE**

10.1 VENDOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

10.2 VENDOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the VENDOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of



Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

10.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the VENDOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The VENDOR shall neither commence nor continue to provide any work pursuant to this Agreement unless all required insurance remains in full force and effect. VENDOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6 REQUIRED INSURANCE

VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000



5. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: VENDOR shall advise the CITY in the event that any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the VENDOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 10.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the VENDOR. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If VENDOR claims to be exempt from this requirement, VENDOR shall provide CITY proof of such exemption for CITY to exempt VENDOR.

10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.7.2 Waiver of all Rights of Subrogation against the CITY.

10.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.

10.7.4 VENDOR's policies shall be Primary & Non-Contributory.

10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property as their interest may appear.



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10.8 Any and all insurance required of the VENDOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the VENDOR and provided proof of such coverage is provided to CITY. The VENDOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 11 **SCRUTINIZED COMPANIES**

11.1 VENDOR, 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 Iran Terrorism Sectors 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:

11.1.1 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

11.1.2 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:

11.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

11.1.2.2 Is engaged in business operations in Syria.

ARTICLE 12 **EMPLOYMENT ELGIBILITY**

12.1 **E-Verify** VENDOR 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.



12.1.1 **Definitions for this Section.**

12.1.1.1 “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.

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

12.1.1.3 “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.

12.1.1.4 “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.

12.2 **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:

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

12.2.2 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

12.2.3 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.



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ARTICLE 13 **PUBLIC RECORDS**

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

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

13.1.2 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, Florida Statutes, or as otherwise provided by law;

13.1.3 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 Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after the VENDOR transfers the records in its possession to the CITY; and

13.1.4 Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by the VENDOR 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.

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

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

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



ARTICLE 14

MISCELLANEOUS

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of VENDOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from VENDOR's failure to perform in accordance with the requirements of this Agreement.

14.2 **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the VENDOR is an independent contractor under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The VENDOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out VENDOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to work rendered under this Agreement shall be those of VENDOR, which policies of VENDOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of VENDOR's funds provided for herein. The VENDOR agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the VENDOR and the CITY and the CITY will not be liable for any obligation incurred by VENDOR, including but not limited to unpaid minimum wages and/or overtime premiums.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by VENDOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of VENDOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

14.4 **No Contingent Fees.** VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice



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in compliance with the provisions of this section. For the present, VENDOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th 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
VENDOR:	Ernesto Maranje, Maranje, LLC. 8980 NW 25th Court, Sunrise, FL 33322. Telephone No.: (954) 593-9349 Email: hello@maranje.com

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement 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 Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.9 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

14.10 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.



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14.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.12 **Equal Employment Opportunity.** In the performance of this Agreement, the VENDOR shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

14.13 **Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

14.14 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

14.15 **Exclusivity.** The relationship between CITY and VENDOR created hereunder and the work provided by VENDOR shall be non-exclusive. The CITY shall be free to pursue and engage in similar relationships with other vendors to perform the same or similar work as performed by VENDOR hereunder. VENDOR shall be free to pursue relationships with other parties to perform same or similar work, so long as no such relationship shall result in a conflict with the CITY's interest in the work to be provided by VENDOR hereunder.

14.16 **Protection of City Property.** At all times during the performance of this Agreement, VENDOR shall protect CITY Property from all damage whatsoever on account of the work being carried out pursuant to this Agreement.

14.17 **Counterparts and Execution.** This Agreement 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 Agreement 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.

14.18 **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.



14.19 **Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the VENDOR represents and warrants that it does not use coercion for labor or services as provided by state law.

14.20 **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, VENDOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

14.21 **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

14.22 **Compliance with Foreign Entity Laws.** VENDOR ("Entity") hereby attests under penalty of perjury the following:

- 14.22.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 14.22.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 14.22.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 14.22.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);



City of Pembroke Pines

Statutes);

14.22.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,

14.22.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

VENDOR:

MARANJE, LLC.

Signed By: _____
DocuSigned by:
Ernesto Maranje
0093EA92B2724A3...

Date: March 24, 2025

Printed Name: Ernesto Maranje

Title: Artist



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

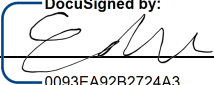
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: March 24, 2025

ENTITY: MARANJE, LLC.

SIGNED BY: 

NAME: Ernesto Maranje

TITLE: Artist