

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
ASTRIATA, LLC.
for
CITY WEBSITE DESIGN AND IMPLEMENTATION
IFB No. 05-29-24-11

THIS AGREEMENT is made and entered into this 11 day of July, 2024 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 Astriata, LLC., with principal offices located at 2426 Brambleton Rd., Baltimore, MD, 21209 (the "Vendor") to provide Website Design and Implementation pursuant to IFB No. 05-29-24-11.

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

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of IFB No. 05-29-24-11 (the "IFB") all addenda issued prior to, and all modifications issued after execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the IFB documents, and addenda, in that order.

2) The Work / Services

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor 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 Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 3) **Contract Price**
The Agreement shall be performed pursuant to IFB No. 05-29-24-11. Pricing shall be as per Exhibit "A" Schedule of Proposal Prices.
- 4) **Contract Term**
The initial contract period shall begin when the Vendor is given a notice to proceed and will end when the project is completed. City desires to commence services immediately after award with a completion date of March 2025.
- 5) **Contract Extension**
In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.
- 6) **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 without any penalty due to lack of funding.
- 7) **Remedies**
a) **Damages**
The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Vendor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Vendor's failure to perform in accordance with the requirements of this Agreement.
b) **Correction of Work**
If, in the judgment of the City, work provided by the Vendor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Vendor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.
- 8) **Independent Contractor**
Vendor is an Independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Vendor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.
- 9) **Non-Exclusive Agreement**
The services to be provided by Vendor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

- 10) **Warranties of Vendor:** Vendor hereby warrants and represents as follows:
- a) At all times during the term of this Agreement, Vendor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
 - b) At all times during this Agreement, Vendor shall perform its obligations in a prompt, professional and businesslike manner.

11) **Insurance Requirements**

The Vendor shall provide evidence of insurance as provided in the IFB.

12) **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. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

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.

VENDOR

Aline Lin, CEO & Creative Director
Astriata, LLC.
2426 Brambleton Rd.
Baltimore, MD, 21209
Phone: 304-618-0387
Email: a.lin@astriata.com

13) **Signatory Authority**

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

14) **Merger; Amendment**

This Agreement constitutes the entire Agreement between the Vendor 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 Vendor and the City.

15) **Attorney's Fees**

If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

16) Joint Preparation

This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

17) Interpretation

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

18) Signatory Authority

Upon request, the Vendor must provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

19) Counterparts and Multiple Originals

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

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VENDOR

Astriata, LLC

ATTEST:

ALINE LIN

[Signature]
(Corporate Secretary)

Print Name of CEO/Owner

[Signature] 7/3/24
Signature of CEO/Owner Date

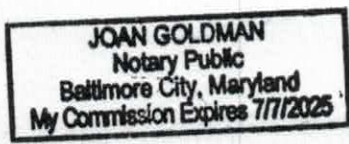
ALINE LIN
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF MD:
COUNTY OF Baltimore City

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of July, 2024, by Aline Lin as CEO for Astriata.



Joan Goldman
Signature of Notary Public
State of Florida at Large
Joan Goldman
Print, Type or Stamp
Name of Notary Public
Baltimore City, MD

- Personally known to me or
 - Produced Identification
- Drivers license
Type of I.D. Produced
- DID take an oath, or
 - DID NOT take an oath.

Affidavit of Compliance with Anti-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. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 7/3/23, 2023

Entity: ASTRIATA

Signed: 

Name: ALINE LIN

Title: CEO

EXHIBIT "A"

**CITY OF COCONUT CREEK
CITY WEBSITE DESIGN AND IMPLEMENTATION
IFB NO. 05-29-24-11**

SCHEDULE OF PROPOSAL PRICES

Item	Description	Unit	Price
1.	Website Design and Implementation	Lump Sum	\$ 93,623.00

Pricing includes all costs associated with the project including labor, equipment, supplies, travel management, etc.