

# EXHIBIT "A"

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of *August 28, 2025* by and between the City of Coconut Creek, a Florida municipal corporation with its principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 ("City"), and LanLocker IT Solutions LLC, a Florida limited liability company with a business address at 5247 NW 110th Ave, Coral Springs, FL 33076 ("Contractor") EIN 39-2962881.

### 1. Term and Termination

The term of this Agreement shall commence on *August 28, 2025* and continue for six (6) months, unless earlier terminated as provided herein. The City may extend this Agreement for no more than one (1) three (3) month period upon written mutual agreement.

Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party. If this Agreement is terminated by the City, the City shall only be responsible to compensate Contractor for reasonable fees incurred up to the date of termination and which are properly billed within thirty (30) days of termination.

### 2. Services Provided

Contractor shall provide professional IT consulting, strategic advice, and implementation services to the City on an as-needed basis. A detailed but flexible Scope of Work is included as Exhibit A.

### 3. Compensation and Independent Contractor Status

As an independent contractor, Contractor is neither an officer, nor an employee of the City. This Agreement does not create an employer/employee relationship between the parties and that Contractor is an independent contractor. Contractor is not entitled to any benefits paid to City employees. It is the intent of the parties that under this Agreement, an independent contractor is not an employee of the City 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 City shall pay Contractor \$125 per hour for services rendered. Contractor acknowledges and agrees that they are solely responsible for all federal, state, and local taxes arising from any payments received under this Agreement, including but not limited to self-employment taxes, Federal Income Taxes or Social Security Taxes. The City will not withhold any taxes, nor will it provide insurance, or any other benefits typically afforded to employees.

Contractor must provide a Federal Tax I.D. Contractor must submit a completed W-9 form at the time of the submission of the first invoice for services rendered.

In accordance with IRS regulations, a Form 1099 will be issued to the Contractor to report payments made under this Agreement.

Contractor shall invoice the City monthly. Invoices shall be submitted to:

Information Technology Department

Attn: IT Director

City of Coconut Creek

4900 West Copans Road

Coconut Creek, FL 33063 Payments shall be made by ACH or check, Net 30.

#### **4. Hours of Work**

Contractor is expected to manage their own schedule to fulfill the services outlined in Exhibit A. While services are not expected to exceed 30 hours per week, any material increase in scope or time commitment shall be mutually agreed upon in writing. While Contractor shall conform to standards and policies of the City, the Contractor shall have sole control of the work and the manner in which it is performed.

#### **5. Equipment and Access**

City shall provide necessary access to systems, VPN, admin rights, and City-issued desktop or laptop equipment. Contractor shall be issued a badge and City email account for the purpose of service delivery.

#### **6. Work Product Ownership**

All materials, documents, data, and work products created by Contractor in the course of this engagement shall be considered the exclusive property of the City and remain in its custody.

#### **7. Confidentiality**

Contractor agrees to maintain the confidentiality of all non-public information received in the course of services provided under this Agreement. Contractor shall not disclose any such information without the express written consent of the City.

#### **8. Insurance**

The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Neither Contractor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The certificate must name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members; and that such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is

brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. All insurance policies herein required of the Contractor shall be written by a company with an A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in Florida. The Contractor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

a) Types of Insurance. Throughout the term of this contract, Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

1) General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

2) Professional Liability / Errors and Omissions Coverage (If Applicable)

If the Contractor is to provide professional services under this Agreement, the Contractor must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract. Contractor acknowledges that the City is relying on the competence of the Contractor to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Contractor's negligent errors and omissions, Contractor shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

b) General.

1) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual

aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

- 2) Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.
- 3) General Liability policies shall be endorsed to provide the following:
  - a. Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
  - b. That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- 4) All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek  
Procurement Division  
4800 West Copans Road  
Coconut Creek, Florida 33063
- 5) The issuing agency shall include full name, address and telephone number in each insurance certificate issued.
- 6) If these requirements are provided as part of a formal procurement procedure, Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If Contractor is Successful Contractor, then prior to commencement of Contract, Contractor must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.
- 7) If Contractor is self-insured, they shall provide the City with a recent audited financial statement and description of how the self-insurance program is funded, along with a liability coverage statement signed by an authorized corporate officer.

No contract shall be executed by the City, nor activities under this Agreement shall commence, until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Manager of each party.

## **9. Indemnification**

To the extent permitted by law, Contractor shall indemnify and hold harmless the City from any and all claims, damages, liabilities, and expenses arising from Contractor's negligent performance of services under this Agreement.

## **10. Governing Law and Venue**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

## **11. Waiver of Jury Trial**

**BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

## **12. Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City nor shall the Contractor assign any monies due or to become due to him or her, without the previous written consent of the City.

## **13. Anti-Discrimination**

That Contractor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability,

sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

#### **14. Gratuities and Kickbacks**

- a) **Gratuities.** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.
- b) **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

#### **15. Public Records**

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt, or confidential and exempt, from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt,

from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Contractor does not comply with this section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

#### **16. Trade Secrets**

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Florida Statutes, as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), Florida Statutes, as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records.

#### **17. Notice**

All notices shall be effective when mailed to the following addresses:

Contractor address:  
Rick Kershaw  
LanLocker IT Solutions LLC  
5247 NW 110th Ave  
Coral Springs, FL 33076

Phone: 954-448-9110  
Email: rickkershaw@outlook.com

City address:

Sheila N. Rose, City Manager  
City of Coconut Creek  
4800 W. Copans Road  
Coconut Creek, FL 33063  
Phone: (954) 973-6720  
Email: [srose@coconutcreek.net](mailto:srose@coconutcreek.net)

With Copy to City Attorney, at same address and [tpyburn@coconutcreek.net](mailto:tpyburn@coconutcreek.net)

## **18. Severability**

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.

## **19. Joint Preparation**

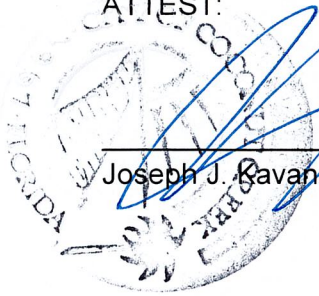
It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

## **20. Compliance**

Notwithstanding Section 3, "Compensation and Independent Contractor Status", Contractor understands that Contractor must comply with all applicable laws, rules and regulations, and maintain all required qualifications to provide the services provided for under this Agreement and failure to do so, shall cause this Agreement to be immediately deemed null and void and notice of termination, as set forth in Section 1, "Term and Termination", is not required.

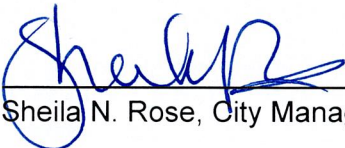
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:



\_\_\_\_\_  
Joseph J. Ravanagh, City Clerk

**CITY OF COCONUT CREEK, FLORIDA**

By:   
\_\_\_\_\_  
Sheila N. Rose, City Manager

Approved as to Form:

  
\_\_\_\_\_  
Kathy Mehaffey, Deputy City Attorney

**[CONTRACTOR SIGNATURE TO FOLLOW]**

**CONTRACTOR**

LanLocker IT Solutions LLC

*[Signature]*  
Rick Kershaw, Owner/Operator

WITNESSES

*[Signature]*

Print Name: Jenny Cosper

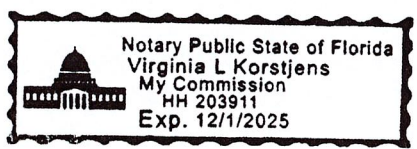
*[Signature]*

Print Name: Virginia Korstjens

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27th day of August, 2025, by Rick Kershaw, who by execution hereof certifies that he/she is authorized to execute this Agreement.



(NOTARY SEAL)

*[Signature]*  
Signature of Notary Public

State of Florida at Large

Virginia L. Korstjens  
Type or Print Name of Notary

- Personally Known OR
- Produced Identification

Type of Identification Produced:

\_\_\_\_\_

## EXHIBIT A: SCOPE OF WORK

Contractor shall provide professional consulting services to the City on an as-needed basis, which may include but are not limited to:

**Datacenter Refresh-** Migration from Cisco UCS to Dell (Product on Order) (Burn in, Configuration, Migration of Virtual Machines, decommission of old servers) 1-3 Month Implementation timeframe from product arrival

**Ray Baums Implementation-** (Currently being Implemented- Map Creation, Room to Identification Number, Shoretel Setup) 1-2 Months

**Rubrik Backup and Disaster Recovery-** (Currently being Setup) Implementation timeframe 3 to 4 weeks - Installing and configuring Rubrik backup appliances and associated SLAs

**Office 365 Implementation-** 4-6 month timeframe depending on aggressiveness of rollout - Supporting SharePoint and OneDrive integration and file migrations - Managing and advising on Microsoft Office 365 migration

**Active Directory Update-** DNS, DHCP, Domain Controllers updates to latest versions

**Video Server Migration-** Migration of Current Video Servers to stand-alone unit (Once the full migration is completed from Veeam to Rubrik)

**Lakeside Park Equipment Relocation-** (Working with Tom Sullivan) Waiting on quotes

**Wireless Link Replacements-** Sabal to Rec Complex, Sabal to Comm Center (Waiting on Vendor for quote paperwork) 1-2 month estimated equipment arrival and installation schedule

**Advisory Level-** Participating in leadership and departmental planning meetings, as needed. Providing additional IT project support or troubleshooting within Contractor's expertise

The City may amend or expand the above scope by mutual agreement with the Contractor which shall be documented in writing by email or formal amendment to this Agreement.