

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

**Ancher Inc.  
for**

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**INFORMATION TECHNOLOGY SERVICES FOR THE MAIN FIRE STATION PROJECT**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation, having a business address of

AND

ANCHER, Inc., a Florida corporation, having a business address of PO Box 820285, Pembroke Pines, FL 33082, and hereinafter referred to as "CONSULTANT."

WHEREAS, the City seeks to procure the services of an Information Technology Professional with experienced and knowledge in Fire Station Technology to oversee monitor and insure the integration of all aspects of technology during the construction of the Main Fire Station Facility; and

WHEREAS, Ancher, Inc. is an Information Technology company focused on Consulting, Integration and IT Management Services, specializing in local government entities with emphasis in essential facilities infrastructure such as designing, planning, installing and maintaining technology systems. Ron McKenzie, CEO of Ancher Inc., has over 30 years of experience in information technology, process improvements and services.

WHEREAS, the City and Ancher Inc. desire to enter into an agreement for Ronald McKenzie of Ancher Inc. to provide Technology Integration Consulting Services for the Main Fire Station Construction Project.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

## **ARTICLE 1**

### **TERM**

1. The term of this Agreement shall commence upon the Effective Date shall be completed by August 31, 2017. The amount shall not exceed \$60,800, without further approval by the City Commission. If Consultant anticipates that the amount will exceed \$60,800, Consultant must notify the City Project Director in writing 30 days prior to the expected overage. However, either party may terminate this Agreement at any time with or without cause, without incurring any liability for termination to the other party; provided all outstanding invoices have been paid. If the term of this Agreement extends beyond a single City fiscal year, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

## **ARTICLE 2**

### **SCOPE OF SERVICES TO BE PROVIDED TO THE CITY**

The CITY has employed the CONSULTANT to provide the scope of services in the attached Exhibit A.

## **ARTICLE 3**

### **INDEMNIFICATION**

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities,

damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

CONSULTANT agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONSULTANT, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, upon written notice from CITY, shall defend such action or proceeding.

To the extent considered necessary by the City Attorney, any sums due to CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

In the event that any action or proceeding is brought by CONSULTANT against CITY, CONSULTANT hereby waives the right to a jury trial. Venue shall be Broward County, Florida. The provisions of this Article shall survive the expiration or early termination of this Agreement.

CONSULTANT acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence.

To the fullest extent permitted by law, the CITY agrees to indemnify

and hold-harmless the CONSULTANT, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the failure, negligence, error or omission of the CITY or persons employed or utilized by the CITY to strictly adhere to the directives of the CONSULTANT in performance of the Agreement.

In the event that any action or proceeding is brought by CITY against CONSULTANT, CITY hereby waives the right to a jury trial. Venue shall be Broward County, Florida. The provisions of this Article shall survive the expiration or early termination of this Agreement.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

#### **ARTICLE 4**

#### **PERSONNEL**

**4.1 Competence of Staff.** The CONSULTANT agrees to provide and assign the following employee(s) to this Agreement: Ronald McKenzie. In the event that any of CONSULTANT's employee is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONSULTANT in writing of such fact and the CONSULTANT shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

**ARTICLE 5**  
**COMPENSATION**

5.1 CITY agrees to pay CONSULTANT, in the manner specified in Section 5.2, the total amount of Ninety Dollars (\$95.00) per hours for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONSULTANT to reimburse its expenses. The contract will not exceed the expenditure of \$60,800.00 during any fiscal year.

5.2 **METHOD OF BILLING AND PAYMENT**

5.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

5.3 Defective work shall be considered a breach of the agreement. Upon discovery of defective work, the City shall notify CONSULTANT through written correspondence to the email address or physical address provided by CONSULTANT in article 7.6. CONSULTANT shall have 10 business days from the date which the notice is sent in order to cure the defective work. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

5.4 The City of Hallandale Beach requires the acceptance of the following e-payable method for all work/services rendered as a result of the award of this solicitation.

The City has implemented an e-payables payment process utilizing both VISA and MASTERCARD networks. Payments from this contract will be made utilizing the City's e-payable payment process in lieu of a check, wire or ACH. After the City has initiated a payment, Contractor will receive an email advising that a credit card payment is available for them to process. This e-payable payment is processed in a similar manner as other credit card payments. Accordingly, your firm must presently have a merchant account and the ability to accept these credit cards before the start of the contract term, or contract award by the City. The City reserves the right to revise this program as necessary.

The City will not charge any fees to participate in the e-payables program. However, normal merchant fees charged by your credit card processor may apply.

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## **ARTICLE 6**

### **TERMINATION**

6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties

agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

6.3 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience, and that CONSULTANT shall not be entitled to any consequential damages or loss of profits.

## **ARTICLE 7** **MISCELLANEOUS**

### **7.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the City's Contract Administrator within seven (7) days of



termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

## **7.2 AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project. CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its subcontractors' records, CONSULTANT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'S duty to provide public records relating to the Agreement, contact the custodian of public records at [City\\_Clerk\\_Office@hallandalebeachfl.gov](mailto:City_Clerk_Office@hallandalebeachfl.gov); City of Hallandale

Beach, City Hall, 400 South Federal Highway, Hallandale Beach, FL 33009, 954-457-1340.

### 7.3 **PUBLIC ENTITY CRIME ACT**

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

### 7.4 **INDEPENDENT CONSULTANT**

CONSULTANT is an independent CONSULTANT under this Agreement. In providing the services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind CITY in any respect whatsoever.

7.5 **THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**City of Hallandale Beach**

City Manager

400 South Federal Highway

Hallandale Beach, FL 33009

(ccrowder@cohb.org)

**With Copy to:**

Office of Capital Improvements

400 South Federal Highway

Hallandale Beach, FL 33009

(sshamah@cohb.org)

**And:**

City Attorney

400 South Federal Highway

Hallandale Beach, FL 33009

mmack@cohb.org

**Consultant:**

Ancher Inc.

Attn: Ronald McKenzie

P.O. Box 820285

Pembroke Pines FL 33082

rmckenzie@ancher.tech

7.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONSULTANT of this Agreement or any right or interest herein without CITY's written consent.

CONSULTANT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.8 **CONFLICTS**

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONSULTANT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

#### 7.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 7.10 **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 7.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 7.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

7.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

7.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

7.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

7.17 **PAYABLE INTEREST**

7.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

7.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 7.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

7.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

7.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

7.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**ARTICLE 8**

**NONDISCRIMINATION, EQUAL OPPORTUNITY  
AND AMERICANS WITH DISABILITIES ACT**

8.1 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political



affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

## 8.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on 16th, day of November, 2016, and Ancher Inc., signing by and through its Authorized Member, duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
DANIEL ROSEMOND  
CITY MANAGER

DATE: \_\_\_\_\_

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
V. LYNN WHITFIELD  
CITY ATTORNEY

**CONSULTANT**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

By \_\_\_\_\_ Date: \_\_\_\_\_  
Ronald McKenzie, Authorized Member

\_\_\_\_\_  
(PRINT NAME)

**NOTARY SEAL**



*Keeping your Business securely in place*

Website: [www.ancher.tech](http://www.ancher.tech)

## Exhibit A

City of Hallandale Beach  
Attn: Sarita Shamah  
400 S. Federal Hwy  
Hallandale Beach, FL 33009

Dear City of Hallandale Beach:

Thank you for choosing Ancher, Inc. for your Information Technology needs. We are confident that you will be very satisfied with the services that we offer. The scope of work identified which Ancher will be performing for the City are as follows:

**SCOPE OF WORK 1:** Provide Subject Matter Expertise (SME) on all areas of Information Technology for the newly constructed Fire Department. During our initial meeting eleven (11) areas of interest were highlighted as areas requiring acquisition, installation and integration for the new building. These areas are:

1. Fiber and Phone Connectivity
2. Access Control Systems
3. Zetron Speaker System
4. Data Connection/TV/WAPS
5. Intercom (Video and Voice to a Command Station)
6. Cameras (Closed Circuit TV- CCTV)
7. Electrical Room Racks
8. Computer Room Needs
9. Connectivity Conduits and Demarcation Points
10. Software Needs
11. Identify Vendors that will be needed to complete Integration

Ancher, Inc. will work with all Stakeholders and vendors to ensure proper installation and to ensure the functional requirements set forth by the Fire Department Chief which have been approved by management are all met.

**SCOPE OF WORK 2:** Provide Gap Analysis for areas that are missing in the first Scope of Work to ensure that everything is properly set up and ready for the Fire Department when they move in on Day One. This includes providing guidance and expertise to ensure the following:

1. Proper Uninterrupted Power Supply (UPS) to Server Farm, VoIP System and all critical systems.
2. Ensure Proper Telecom Circuitry to include Redundant paths are properly installed
3. Ensure Proper cabling is installed for all devices
4. Ensure all Printers, Scanners and peripheral equipment has the proper power output and jack for installation, the proper data outlet for installation and that the equipment is properly installed and working properly.
5. Ensure Proper setup of Emergency Operations Center (EOC)
6. Ensure proper backup of systems at the New Fire Station with systems at City Hall.
7. Ensure Proper internet and access to resources as to allow the New Fire Station to operate independently, in the event of an outage of the main circuit connecting the building to City Hall.

**Deliverables and Communications:**

In our conversation, I was told that the expected completion of this project is sometime in July of 2017. Ancher, Inc. will be responsible for completing all of the above task in a timely manner as set by COHB Capital Project Director, and based on no delays by contractors, architects or vendors. Ancher, Inc. will create a Project Plan based on the timelines set for the various completion phases in the building. The project plan will list all areas highlighted above in the Scope of Work. It will also list the various tasks required to accomplish the work and the person/entity responsible for that task. Ancher, Inc. will set up a SharePoint Site for storing documents and communicating on this project. The SharePoint Site will be on the COHB Office 365 Site. All Stakeholders needing access will be assigned permission to this site. Ancher, Inc. will attend all Bi-Weekly Project Meetings and will attend all other meetings as needed to achieve these tasks. At a minimum, the Project Plan will be updated weekly and will be stored on the SharePoint Site for all Stakeholders to view. Microsoft Project will be used as the software in which the Project Plan is created. A reoccurring weekly status meeting will be set up with Ancher, Inc. and the Director of Capital Projects for COHB to ensure the Director is updated on all activities and to allow the Director to communicate any changes or issues.

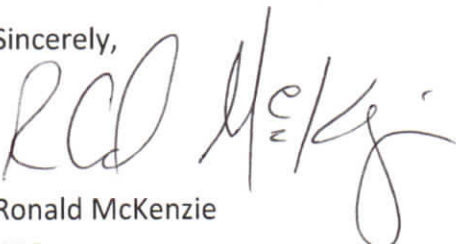
**Cost and Fees:**

For this Project, Ancher, Inc. will charge \$95 per hour. Work will be done on an hourly basis and Ancher will only charge for hours' work. Work will not be charged for travel or lunch. In projects of this type usually there are a lot of hours put in up front, then a lull in work while mostly construction occurs, then a lot of hours again during the actual installation and integration, right before the client moves in. I estimate an overall average of 16 hours per week. I estimate a total of 40 weeks between now and the end of August. So, my estimate for the work needed to perform the tasks for this project at \$95 per hour X 16 hours per week X 40 weeks = \$60,800.

I am prepared to start work once a contract has been issued and signed by both parties.

If you have questions, please contact me directly. My name is Ronald McKenzie. I am the CEO and will be dealing with you directly. I can be reached at 305-335-9611.

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve those goals as well. Again, thank you for choosing Ancher, Inc..

Sincerely,  
  
Ronald McKenzie  
CEO