# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COOPER CITY AND EDDIE BEECHER

**THIS IS AN AGREEMENT,** dated the 1st day of July, 2023 by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**EDDIE BEECHER,** a **human resources professional**, authorized to do business in the State of Florida, with a business address of **5522 SW 114th Ave, Cooper City, FL 33330** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

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

## ARTICLE 1
## PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 2-258(g) of the City's Code of Ordinances provides an exception to the City's competitive solicitation requirements for "professional services", which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the city manager or designee to be in the best interest of the city." In accordance with this provision, the CITY has reviewed qualifications, work history, and other relevant data provided by the CONSULTANT and determined that the CONSULTANT is being engaged to provide a professional service.

## ARTICLE 2
## SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the services of Interim Human Resources Director, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2.2 Unless otherwise provided for herein, CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

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

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-CONSULTANT without the prior written approval of CITY.

## ARTICLE 3
## TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution by both Parties and shall terminate upon completion of the scope of work set forth in Exhibit "A". The term of this contract shall be 60 days from the commencement date. This agreement is subject to passing of a background check.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon fourteen (14) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

## ARTICLE 4
## COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The total compensation shall not exceed the unit prices stated in **Exhibit "A"**.

4.2 CONSULTANT shall be compensated at the hourly rate of $75.00/hour for the services of the Interim Human Resources Director. This compensation covers all duties performed under this agreement, including but not limited to strategic planning, policy development, and employee relations management stated in **Exhibit "A"**. Any additional expenses incurred during the execution of these duties must be pre-approved in writing by the CITY. The total compensation shall not exceed $6,000.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

**EDDIE BEECHER**
**5522 SW 114th Ave**
**Cooper City, FL 33330**

## ARTICLE 5
## CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services 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, equality, and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

## ARTICLE 6
## INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT 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 services furnished pursuant to this Agreement. CONSULTANT 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 services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought

subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## ARTICLE 7
## INSURANCE

Where CONSULTANTs are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful CONSULTANT shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The CONSULTANT shall be liable for any damages or loss to the City occasioned by negligence of the CONSULTANT or any person the CONSULTANT has designated in the completion of the contract as a result of his or her bid.

The CONSULTANT 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 CONSULTANT or its employees, agents, servants, partners principals or subCONSULTANT. The CONSULTANT 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. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT 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.

CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subCONSULTANT to commence work on his subcontract until all similar such insurance required of the subCONSULTANT has been obtained and similarly approved.

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.

Policies shall be endorsed to provide the CITY with notice of cancellation, or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

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, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, 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 CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, CONSULTANT shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent CONSULTANTs, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the CONSULTANT shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subCONSULTANTs utilized by CONSULTANT.**

**The City shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation and General Liability insurance policy and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The CONSULTANT waives, and the CONSULTANT shall ensure that the CONSULTANT's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

7.1.1 REQUIRED INSURANCE

7.1.1.1 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 - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subCONSULTANT similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subCONSULTANT 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 |

7.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.1.5 Sexual Abuse may not be excluded from any policy.

7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. CONSULTANTs' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance

required of the CONSULTANT pursuant to this Agreement must also be required by any subCONSULTANT in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subCONSULTANT is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subCONSULTANTs shall maintain such policies during the term of this Agreement. CONSULTANT shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees, and volunteers for losses arising from activities and operations of CONSULTANT in the performance of its obligations under this agreement.

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 Contract.

## ARTICLE 8
## INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent CONSULTANT under this Agreement and not the CITY's employee for all 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 Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

## ARTICLE 9
## VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

## ARTICLE 10
## PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service.

10.1.2 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, Fla. Stat., or as otherwise provided by law.

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

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

10.2 The failure of CONSULTANT 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.

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

**CITY CLERK**
**9090 S.W. 50th PLACE**
**COOPER CITY, FL 33328**
**(954) 434-4300**
**PRR@CooperCity.gov**

## ARTICLE 11
## FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

## ARTICLE 12
## SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subCONSULTANTs are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subCONSULTANTs are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## ARTICLE 13

## E-VERIFY

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONSULTANTs, shall register with and use the Reverify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a CONSULTANT to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including sub vendors/sub consultants/subCONSULTANTs) assigned by CONSULTANT to perform work pursuant to the contract with the City of Cooper City. The CONSULTANT 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 Cooper City; and

(iii) The CONSULTANT 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. CONSULTANT shall also require all subCONSULTANTs to provide an affidavit attesting that the subCONSULTANT does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT 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 subCONSULTANT 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 CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

## ARTICLE 14
## MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT's work product for its intended purposes.

14.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subCONSULTANT to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute

an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT 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 in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY
Alex Rey
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To:
Jacob G. Horowitz, 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

CONSULTANT **Eddie Beecher**
**5522 SW 114th Ave**
**Cooper City, FL 33330**
**E-mail: ebeecher@msn.com**
**Telephone No: (954) 806-2130**

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has 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 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **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.

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

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions 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.

14.12 **Counterparts and Execution.** This Agreement may be executed 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, orother electronic delivery.

END OF SECTION

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

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

DocuSigned by:
Tedra Allen
6A9930738A34441...

By: _____

CITY CLERK

By: _____

CITY MANAGER

By: _____

CITY MAYOR

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...

OFFICE OF THE CITY ATTORNEY

**CONSULTANT:**

**EDDIE BEECHER**

By: Eddie C Beecher
Name: Eddie C. Beecher
Title: President

# Exhibit A

Statement of Work

## Interim Human Resources Director

Interim Human Resources Director

*Job Summary*

The Interim Human Resources Director is a highly responsible administrative position managing the human resource functions of the City. This role involves overseeing all personnel-related activities including safety, disciplinary procedures, collective bargaining, training, benefits, and equal employment opportunity. The Director will formulate policies and procedures, manage job classification, training and development, contract negotiations, and ensure legal compliance with City, State, and Federal laws. This position operates under the general direction of the City Manager.

*Essential Job Functions*

The following list of essential functions represents the tasks typically performed within this role. This list is not exhaustive, and the omission of an essential function does not preclude management from assigning duties not listed if such functions logically align with the position:

1. **Policy Management and Implementation**
   - Prepare and implement all personnel policies and procedures.
   - Recommend improvements for policies, processes, and practices.
2. **Consultation and Advisement**
   - Provide consulting services to the City Manager and City departments in interpreting policies and procedures.
   - Advise and counsel City management staff on handling grievances and recommend responses.
3. **Legal Compliance**
   - Work with the City Attorney and City Manager on discrimination claims, grievances, unemployment claims, and union matters.
   - Ensure compliance with City, State, and Federal laws and regulations.
4. **Training and Development**
   - Administer employee training and development programs on topics such as sexual harassment, workplace violence, and safety.
5. **Recruitment**
   - Oversee the recruitment, testing, interviewing, and selection process ensuring legal compliance.

6. **Reporting and Compliance**
   - Submit data for various Federal and State regulatory standards, such as ACA, EEOC, FMLA, Veteran's Preference, and HIPAA compliance.
   - Write requests for bids and proposals for brokers, benefit vendors, temporary services, and executive-level employment searches.
7. **Performance Management**
   - Oversee the employee evaluation process and approve changes in personnel status, including merit increases and promotions.
   - Provide coaching to managers and supervisors on objective performance appraisals.
8. **Budget and Succession Planning**
   - Prepare the departmental budget and develop goals, objectives, and performance indicators.
   - Coordinate succession planning for key contributors and management positions.
9. **Other Duties**
   - Perform other duties as directed.

*Assigned Employee and Base Compensation*

- **Assigned Employee:** Eddie Beecher
- **Position Title:** Interim Human Resources Director
- **Rate:** $75 per hour
- **Maximum Compensation:** Not to exceed $6,000; (based on 10 hour work week at a rate of $75.00/hour)
- **Duration:** 60 days [8 weeks]

[Interim HR Director Employee's Name]

EDDIE BEECHER

Signature: Eddie C. Beecher Date: 6/28/24

City of Cooper City

Signature: _____ Date: 6.28.24

**Eddie C. Beecher**
**B-Well Consultants, Inc.**
**5522 SW 114th Avenue**
**Cooper City, Florida 33330**
**EBeecher@msn.com**

**EXPERIENCE:**

**September 2016-July 2023** **City of Pompano Beach, Florida, Human Resources Department**
***Human Resources Director (Retired)***

Plans, evaluates and directs human resources policies, programs and operations.

Advises and consult with executive and administrative staff on administering human resources policies and procedures; recommending new and revised policies.

Supervises all aspects of the City's Human Resources program; supervises and disciplines staff, develops office procedures, assigns responsibility to individual staff members, and evaluates performance.

Prepares and develops goals and objective and performance indicators.

Makes presentations to City Manager and City Commission regarding budget requests.

Prepares the department's budget and presents findings to the City Manager and City Commission.

Serves with outside labor counsel as a member of the City's Bargaining team for contact negotiations with two unions.

Advises and counsel City management staff on procedures for handling grievances, recommend responses to grievance and assist in the preparation of the City's case in the event the grievance cannot be resolved and is arbitrated.

Advises department heads and supervisors on employee performance problems, how to investigate misconduct, determining level of discipline to impose and advises on due process procedures and recommends solutions to problem situations.

Develops procedures for performance evaluation and reviews merit increase recommendations for conformance to policy and procedures.

Administers contract language.
Developments recruitment and selection procedures for all city positons and ensure departmental selections for conformance to established policies and procedures.

Reviews applications for management positions, participant in oral panel interviews and makes recommendations to City Manager.

Approves all human resources actions; develops and maintains the City's pay plans and recommends changes as necessary.

Approves job titles, job description and pay grade allocations.

Develops and coordinates Employee Assistance Program; writes request for proposals to solicit vendors, develops selection criteria and negotiates contacts.

Coordinates city-wide training programs either through the supervision of the development of a presentation of in-hours training program or by retaining outside professional trainer depending on the topic or need.

Develops and coordinates employee recognition programs.

**June 2006 – August 2016**

**City of Pompano Beach, Florida, Human Resources Department**
***Risk Manager***

Supervise and review the City's general liability, workers' compensation, employee and retiree group health, benefits, employee safety and wellness programs.

Administer and coordinate the City's safety review committees for general and sworn fire personnel to reduce accident frequency and severity to achieve accident prevention and loss control goals and objectives.

Direct and supervise processing of health insurance documents; elicit documents from health service providers formulating proposals for improvements in health insurance plans, prepare billings and reports; perform related activities including interpretation of insurance plan for resolution of problems with providers.

Coordinate the City's health and wellness activities to maximize premium dollars spent on employee and retiree group health benefits. Wellness initiative include monthly lunch and learns, guest lectures, and weight loss incentives.

Advise municipal officers regarding insurance needs and requirements including analysis of new and specialized insurance programs; direct the compilation of underwriting data for new insurance policies.

Negotiate and review contracts, leases and agreements to determine that insurance coverage is adequate and the City's interest is protected.

Responsible for preparation, analysis and processing of general liability, workers' compensation and subrogation claims.

Confer with key management and supervisory personnel to consider plans, priorities, operational strategies and related organizational considerations. Serve on the City's management labor negotiating team.

**December 2004 – June 2006**

**City of Hialeah, Human Resources Department**
***Human Resources Director***

Responsible for directing and supervising the City's Human Resources Department, to include collective bargaining with the City's three labor unions, recruitment, testing, personnel selection, training, attendance, payroll and matters of employee discipline, reporting directly to the Mayor of the City.

Responsible for directing the City's Risk Management Program to include claims administration and management, health insurance programs and comprehensive safety and risk identification activities.

Administer three collective bargaining agreements, including resolution of grievances and reprimands.

Attend predisciplinary meetings with the Mayor and advise the administration on matters of discipline and on the provisions of the civil services rules and rules and regulations concerning employee conduct and performance.

Serve as recording secretary to the City's Personnel Board.

Assist the Law Department on materials relating to unemployment and worker's compensation, including administrative hearings and appeals.

Supervise testing of applicants, prospective employees and employees eligible for promotion; advertise for employment and promotional opportunities.

Responsible for maintaining all personnel records, job descriptions, salary ranges and job classifications.

Develop and establish training and education programs and opportunities for employees.

Monitors Federal and State Statutes and City Ordinances and administrative policies to ensure compliance.

**March 1985 - November 2004** **City of Hialeah, Risk Management Division**
***Risk Manager***

Responsible for preparation, analysis and processing of general liability, workers' compensation and subrogation claims.

Reviewed accident frequency and severity rates in relation to achievement of accident prevention and loss control goals and objectives.

Directed and supervised processing of health insurance documents; elicited documents from health service providers formulating proposals for improvements in health insurance plans, prepared billings and reports; performed related activities including interpretation of insurance plans for resolution of problems with providers.

Advised municipal officers regarding insurance needs and requirements including analysis of new and specialized insurance programs; directed the compilation of underwriting data for new insurance policies.

Reviewed various contracts, leases and agreements to determine that insurance coverage is adequate and the City's interest is protected.

Conferred with key management and supervisory personnel to consider plans, priorities, operational strategies and related management considerations.

**September 1982 - March 1985** **City of North Miami, Department of Administration**
***Risk Management Administrator***

Supervised the City's Insurance and Self Insurance Program including all aspects of claims administration for general, public officials and police professional's liability, workers' compensation and group health insurance.

Developed and coordinated risk identification methods, accident prevention programs and loss control procedures.

**EDUCATION AND TRAINING:**

**Bachelor's Degree in Business Administration**
December, 1987
Florida International University
North Miami, Florida

***Enterprise Risk Management (ERM)***
Certificate of Completion
Public Risk Management Association
April, 2016

***Lean Six Sigma Green Belt***
Florida Atlantic University
December, 2015

***State & Local Government Benefits Association Conference***
(Panel Presenter)
*"Best Practices in Employee Benefits Program Management"*
San Antonio, Texas
April, 2016

***70th Annual Workers' Compensation Educational Conference***
(Panel Presenter)
*"Fix the Problem, Not the Blame: Data, Accountability & Fraud in Workers' Compensation: How to Get a Handle"*
Orlando, Florida
August, 2015

***Florida PRIMA Conference 2013***
(Panel Presenter)
*"Return to Work Program Discussion"*
Fort Lauderdale, Florida
October, 2013

***Florida Benchmarking Consortium – 2012 Fall Conference***
(Guest Lecturer)
*"A 1st Year Participant's Perspective – Lessons Learned"*
Ocala, Florida
October, 2012

***Florida Recreation & Park Association Conference***
(Guest Lecturer)
*"Creating a Healthy Work Environment"*
Miami Beach, Florida
February, 2012

***FEMA - Introduction to the Incident Command System (IS-100)***
October, 2008
Emergency Management Institute

***FEMA – Single Resources and Initial Actions Incidents (IS-200)***
October, 2008
Emergency Management Institute

***FEMA – National Incident Management Systems - NIMS (IS-700)***
October, 2008
Emergency Management Institute

***Department of Homeland Security (DHS) and National Incident Management System (NIMS) – Intermediate Incident Command Systems (ICS-300)***
December, 2008
All Hands Consulting

***Department of Homeland Security (DHS) and National Incident Management System (NIMS) – Advanced Incident Command Systems***
December, 2008
All Hands Consulting

***Public Risk Management Association – PRIMA***
(Trainer/Lecturer)
*"Identifying Your Entity's Emerging Risks & Compare Them to Predictions From The Field"*
PRIMA National Conference
Chicago, Illinois
June, 2001

***Florida Recreation & Park Association Conference***
(Guest Lecturer)
*"How to avoid lawsuits in the 90's by carefully preventing accidents and maintaining a safety-conscious environment"*
Miami Lakes, Florida
May, 1992

**PROFESSIONAL AND COMMUNITY AFFILIATIONS:**

**Public Risk Management Association (PRIMA) National**
Board of Directors June 2011 – June 2015
External Affairs Committee - Committee Member 2009 - 2011

**Public Risk Management Association (PRIMA) South Florida Chapter**
Chapter President, 2000 & 1986
Recipient of PRIMA Chapter Service Award, June 2011 and 2000
Chapter Treasurer, 2008 – Present and 1996 to 98
Chapter Board of Directors, 1987 to Present

**American Heart Association, Florida Affiliate**
Board of Directors, 1993 – 97

**The Greater North Miami Chamber of Commerce**
Miss North Miami Scholarship Pageant
Pageant Official Tabulator 1983 - 2004

**Cooper City Optimist Club**
Coach – Children's Sports Programs, 1997 – 2008

**Kids and The Power of Work – "K.A.P.O.W."**
Elementary School Facilitator
Miami-Dade County School Board
1996-97

**Forest Lake Waterfront Homeowners Association**
Association President, 1991 – 2010;
Board of Directors, 2010 – 2022;
Currently serving as Association President