

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and Roy A. Pelletier, hereinafter referred to as "Contractor."

W I T N E S S E T H:

WHEREAS, the City is desirous of retaining the services of a Wastewater Consultant, the position being on a full time basis for a definite length of time with duties, responsibilities and qualifications as defined in "Exhibit A" attached; and

WHEREAS, Contractor wishes to obtain employment with the City to perform the duties and responsibilities of a Wastewater Consultant, for a definite length of time by contract.

NOW, THEREFORE, in consideration of these premises and of good and sufficient consideration, the parties do hereby covenant and agree to the following:

1. The City hereby agrees to employ Contractor and Contractor agrees to be employed by the City as a Wastewater Consultant to perform the duties and responsibilities as set forth in "Exhibit A", attached hereto, for a period of two (2) years, such period of employment to commence on or about the 1st day of March, 2014, and terminate on the 28th day of February, 2016; however, this Agreement may be terminated earlier, as provided below.
2. The parties agree that the duties of the Contractor may be changed from time to time by the mutual consent of the City and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.
3. In consideration for the services provided by the Contractor, the Contractor shall be paid by the City a salary of \$108,617.60 payable on a bi-weekly basis. This sum may be supplemented in further years during the term of this Agreement by increases as provided for in City policy. Contractor will not be entitled to any overtime wage payments.
4. The Contractor agrees to devote his entire productive time, ability and attention to the business of the City during the term of this contract. The Contractor shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City.
5. The Contractor shall be entitled to all City benefits otherwise provided to exempt middle management, administrative and professional level employees as outlined in City Policy and Procedure 808.9.
6. The Contractor agrees to abide by and comply with all state and federal statutes, City ordinances and rules, regulations, policies and procedures of the City during the term of his employment.

7. If Contractor breaches any of the terms of this Agreement or fails to fully perform his duties and responsibilities, he may be subject to immediate disciplinary action by the City up to and including termination of his employment. Such discipline shall be in addition to, and shall not prejudice, any other remedy to which the City may be entitled either at law, in equity, or under this Agreement.

8. In addition to the provisions for termination as set forth in paragraph 7 of this Agreement, this Agreement may be terminated by either party upon thirty (30) days written notice.

9. In the event of the termination of this Agreement prior to the completion of the term of employment specified in Paragraph One (1), the Contractor shall be entitled to the compensation earned through to the time of termination, computed pro rata. Contractor shall be entitled to no further compensation as of the date of termination.

10. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

11. The validity, interpretation, construction and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Orange County, Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

CITY OF ORLANDO:

Mayor/Pro Tem

ATTEST:

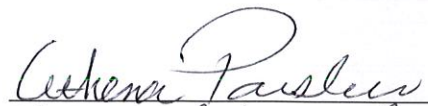
Alana Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
City of Orlando, Florida, only.

_____, 2014

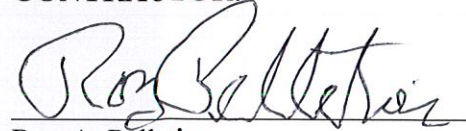
Amy T. Iennaco,
Chief Assistant City Attorney

WITNESSES:


Print Name: Athena Parstow


Print Name: Deanna L. Paulsen

CONTRACTOR:


Roy A. Pelletier

Job Title: Wastewater Consultant

Benefit Group: CM Exempt

Job Code: XEM06

Pay Grade: Unclassified

Authorized Strength 1

Pay Range:

NATURE OF WORK

Performs professional and specialized operations and maintenance activities at the City's Water Reclamation Facilities and Lift Stations.

Participates in planning for future expansions of treatment and collection facilities. Manages special projects related to the Operations & Maintenance aspects of the Wastewater Division. Work is performed under the general direction of the Wastewater Division Manager and is reviewed from an overall standpoint through discussions and evaluation of reports submitted and results obtained.

EXAMPLES OF WORK PERFORMED

1. Provide guidance and assistance to the Assistant Division Manager and Plant Manager regarding evaluation of technical issues and troubleshooting of the City's Water Reclamation Facilities.
2. Provide guidance and assistance to the Assistant Division Manager and Lift Station Manager regarding evaluation of technical issues and troubleshooting of the City's Lift Stations.
3. Assist in development and evaluation of full-scale demonstrations of new technologies. A few examples may be: solids handling equipment and processes (dryer, fluidized bed incinerator, super critical water oxidation), on-line nutrient analyses and control modes, reclaimed water quality analyzers, low level TSS analyzers, etc.
4. Provide guidance in the development and implementation of O&M manuals for the Iron Bridge facility, the Water Conserv II facility and for selected Lift Stations.
5. Provide guidance and assistance in the development and implementation of on-site staff training to satisfy CEU renewal requirements.
6. Develop and implement specialized training sessions for treatment plant and lift stations staff, as new or modified processes or equipment are evaluated and/or placed into operation.
7. Provide assistance in managing vendor training, and training received from consultants, for various new components and systems.
8. Develop and present technical papers for the annual Florida Water Resources Conference, and the annual Water Environment Federation Conference. This preparation includes a PowerPoint presentation for each technical program.

9. Develop, coordinate and implement the advanced troubleshooting sessions for the Florida Water & Pollution Control Operator's Association annual state short schools. The school is conducted twice per year at various locations around the state, and each school is presented over 4 days.
10. Provide guidance and assistance to the Assistant Division Manager regarding technical plant inspections and report development.
11. Provide guidance and assistance to the Industrial Automation Manager regarding technical input to specialized equipment, processes and operational controls.
12. Provide technical input to the development of design concepts, plans and specifications.
13. Participate in the development of Operations & Maintenance Performance Reports during the permit renewal period for each treatment plant.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of the principles of operations and maintenance, and advanced process control, of treatment plants and lift stations. Knowledge of local ordinances, state and federal regulations that govern environmental protection, as it relates to wastewater treatment and disposal. Effective written and verbal communication skills. Ability to perform computations and make comprehensive recommendations for the solution of water reclamation facility problems. Ability to operate motor vehicle and conduct inspections of facilities and equipment. Ability to read and interpret engineering plans and specifications. Ability to operate a personal computer and computer software/programs I.e. Lotus Notes, Microsoft Office, etc.

MINIMUM QUALIFICATION REQUIREMENTS:

Bachelor's degree in Civil, Environmental or Sanitary Engineering and ten (10) years responsible experience in the operation and maintenance of sewage collection lines, lift stations, and treatment plants, five of which must have been in a management capacity; or an equivalent combination of education, training, and experience. State of Florida Class "A" Wastewater Certification is required. A valid Florida Driver's License is required.