

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 Inalbert Ramos, hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City is desirous of retaining the services of a Grants Administrator II - Housing (contract), 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 Grants Administrator II - Housing (contract), 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 Grants Administrator II - Housing (contract), to perform the duties and responsibilities as set forth in "Exhibit A", attached hereto, for a period of approximately one year, such period of employment to commence on or about the 1st day of October, 2014 and terminate on or about the 30th day of September 2015; 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 \$23.38 per hour, to be computed and paid 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 Administrative/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 and supersedes all prior other Agreements between 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

Chief Assistant City Attorney
Orlando, Florida

WITNESSES:

CONTRACTOR

Print Name: _____

Inalbert Ramos

Print Name: _____

EXHIBIT “A”

JOB TITLE: GRANTS ADMINISTRATOR II - HOUSING (CONTRACT)

NATURE OF WORK:

Responsible for grants and contract administration including directly negotiating the acquisition and sales of foreclosed or abandoned properties in accordance with HUD program and Real Estate Agents requirements; participates in developing policies, procedures, and contract agreements; provides oversight and monitors performance of contractors in rehabilitating and reselling property in accordance with agreement; identifies problems and resolves issues appropriately; may performs other related duties as assigned.

EXAMPLES OF WORK PERFORMED:

NOTE: THE LISTED DUTIES ARE ONLY ILLUSTRATIVE AND ARE NOT INTENDED TO DESCRIBE EVERY FUNCTION THAT MAY BE PERFORMED BY THIS JOB CLASS. THE OMISSION OF SPECIFIC STATEMENTS DOES NOT PRECLUDE MANAGEMENT FROM ASSIGNING SPECIFIC DUTIES NOT LISTED IF SUCH DUTIES ARE A LOGICAL ASSIGNMENT TO THE POSITION.

Participate in developing the policies and procedures as well as contract agreements including terms and conditions, scope of work, expected outcomes, activities, deliverables and timelines, acceptable performance levels, technical reports, documentation, cost estimates, payment schedule tied to deliverables, and consequence of non-compliance. May directly negotiate the acquisition of foreclosed or abandon property from local lenders; market, list and resell foreclosed property in accordance with Real Estate Agents requirements and HUD program requirements to prevent neighborhood blight. Monitor contracts using various methods such as on-site visits, compare data, review documents and various reports; measure progress and meet with contractor on a regular basis to discuss activity, performance, and progress; ensure services comply with contract goals and requirements; prepare notices and correspondence. Resolve disputes, research issues, identify potential problems and resolve promptly; recommend course of action; handle necessary changes if within the scope of contract as appropriate; exercise remedies for performance deficiencies in a timely and professional manner. Review expenditure reports and documents in order to approve and authorize payment of invoice according to milestones, schedule, and comply with contract terms and conditions as appropriate; payments may be withheld for non-performance, deficiencies, unacceptable or unsupported costs as appropriate. Maintain accurate contract administration files including pre-award conference, final agreement, and back-up documentation; copy of reports, notices, correspondence, record of meetings and invoices from contractor. Prepare mandatory reports to HUD, state agencies, and management; attend meetings and stay abreast of changes in regulations; provide information to others including staff, management, and contractors as appropriate.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of administration methods and techniques. Knowledge of housing and real estate practices. Ability to research, identify issues, resolve problems, and make recommendations for alternate options. Ability to manage grants in an effective and efficient manner. Ability to plan and organize work effectively. Ability to Communicate well both orally and in writing. Ability to establish and maintain effective working relationships with others.

MINIMUM QUALIFICATION REQUIREMENTS:

Bachelors Degree in Public Administration, Business Administration, Economics, or other related field and two years related business administration experience, or other similar combination of education and experience. Experience with the housing market or real estate sales in the Orlando-Central Florida area is desirable. NOTE: Promotion to Grants Administrator II - Housing requires two years experience with grant or contract administration, appropriate license, and supervisory approval. Other requirements: a Florida Real Estate Agent or Broker license or other related license is desirable, otherwise a real estate agent license must be obtained within six months. A Florida driver's license is required.