

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of October, 2015, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and Brian E. Ford, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City is desirous of retaining the services of a Planning Technician, 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 Planning Technician 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 Planning Technician to perform the duties and responsibilities as set forth in "Exhibit A", attached hereto, for a period to commence 5th day of October, 2015, and terminate on the 30th day of September, 2017; 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 at the rate of \$19.56 per hour, to be computed and paid on a bi-weekly basis. This sum may be increased during the term of this Agreement as provided for in City policy. The agreed compensation is for a basic work week of forty (40) hours. If the Contractor is required by the City to work for more than forty (40) hours in any week (0001 a.m. Sunday through midnight Saturday), he shall be compensated at the appropriate overtime rate in accordance with existing City policy and as required by the Fair Labor Standards Act.
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 non-exempt/technical/clerical 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:

Celeste T. Brown, City Clerk

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

_____, 2015

City Attorney
Orlando, Florida

Brian E. Ford

WITNESSES:

Printed Name: _____

Printed Name: _____

Exhibit “A”

NATURE OF WORK:

Performs paraprofessional and technical office and field work involving the collection, analysis, preparation, and illustration of data such as land use, housing and economic conditions, population density, public facilities, and community services, and related background information needed for zoning, site plan review, and other current planning activities. Employees assigned to this classification perform a variety of tasks such as compiling, tabulating, and evaluating data; preparing reports, charts and graphs; updating and maintaining land use and zoning maps utilizing manual and automated drafting and cartographic techniques; conducting field surveys and/or library research, develops surveys and prepares responses to surveys if in-house and outside agency use, and special projects as assigned.

Work is performed under general supervision, and is reviewed while in progress and upon completion through review of data/reports, direct observation, and discussions to ensure compliance with prescribed standards, practices and applicable policies, procedures, and ordinances.
