

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 Francisco Rodriquez, hereinafter referred to as "Contractor."

W I T N E S S E T H T H A T:

WHEREAS, the City is desirous of retaining the services of a Rehabilitation Specialist I - 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 Rehabilitation Specialist I - 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 Rehabilitation Specialist I Housing (contract), to perform the duties and responsibilities as set forth in "Exhibit A", attached hereto, for a period of one (1) 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 at the rate of \$17.39 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 (00:01 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 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.

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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:

Print Name: _____

Print Name: _____

CONTRACTOR:

Francisco Rodriquez

EXHIBIT “A”

JOB TITLE: HOUSING REHAB SPEC I HOUSING (CONTRACT)

NATURE OF WORK:

Performs technical work involving preparation of work write-up's, specifications, and cost estimates for the rehabilitation of structures under the city's housing programs. Coordinates and provides oversight of Capital Projects implemented by community organizations that utilizes city funding. Work is performed under the general supervision of the Housing Development Supervisor and is reviewed through observation, consultation, and reports submitted.

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.

Oversee construction phases to assure adherence to proper construction methods and material specifications; denotes alterations, additions and deletions necessary to projects. Prepare drawings for rehabilitation and construction of new housing; denote materials and labor specifications for projects; review work write-ups with owners. Inspect and evaluate condition of structures to be rehabilitated and/or new construction of multi-units and single-family units in accordance with City housing codes. Inspects housing built prior to 1978 for presence of lead, analyzes the results and implements a plan for elimination under EPA guidelines. Inspects, analyzes and formulates plans for addressing soil subsidence and other environments issues that impact the outcomes of rehabilitation projects. Update cost of materials and labor on a regular basis to keep up with the current costs and enter information into computer database. Consult with contractors to explain work to be accomplished and alert contractors of any potential problem areas. Provide technical assistance to property owners on the different phases of construction. Maintain records in relation to projects and inspections; compile data and prepare progress reports. Assist in the review of construction design information. Coordinate proposed changes in construction projects with engineer, architect, contractor and the City of Orlando. Evaluate and prepare request for changes to the project plans and specifications. Receive, review, and recommend approval of contractor's request for payment. Schedule, conduct and document completion, final acceptance and inspections of projects with contractors. Conduct pre-construction conferences and progress meetings. Review and conform to federal guidelines in accordance to grant funds. Perform other related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of Federal, State, Local Housing, Zoning, building codes, environmental regulations, and related ordinances. Considerable knowledge of building construction methods, procedures, materials, practices and techniques. Knowledge of techniques and methods of computing cost estimates and preparing specifications and construction contracts in the field. Skill in preparing plans and drawings. Ability to establish and maintain effective working relationships with homeowners and tenants, and contractors. Ability to effectively communicate verbally and in writing to include information seminars. Ability to physically perform inspections, which involves walking over uneven terrain, kneeling, crawling and operating an automobile. Ability to visually recognize quality workmanship. Ability to read and interpret blueprints, technical plans, and specifications. Ability to maintain reports and records. Ability to operate personal computer.

MINIMUM QUALIFICATION REQUIREMENTS:

Associate's degree plus two (2) to three (3) years experience in residential building construction including rehabilitation cost estimating and specification preparation; or an equivalent combination of related training and experience. Must be able to acquire certification through SBCCI as an International Property Maintenance and Building Inspector and a Housing Rehabilitation Inspector within one (1) year of employment. Must be able to obtain EPA Lead Abatement Risk Assessor Certification with two (2) years of employment. A valid Florida Driver's License is required. Background check including polygraph required. PROMOTIONAL REQUIREMENTS: Last performance evaluation must have resulted in an overall meets standards rating or better with no goal rating of less than meets standards. REVISIONS: 7/10/94 - SV 8/23/94 - SV 5/28/96 10/01/96 9/29/98 - JAG 2/04/00 - TDL 6/3/02 - VCJ - Change edu from HS to Associates and exp from 5 yrs to 2-3 yrs. 2/1/08 - MGR- Changes number of years needed to obtain EPA Lead Abatement Risk Assesor Certification to two years. And, number of years needed to obtain Housing Rehabilitation Inspector certification to one year.