EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this <u>18th</u> day of April, 2016, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City," and <u>Paul Ashworth</u> hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City is desirous of retaining the services of a <u>Permit Technician I</u>, 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 <u>Permit Technician I</u>, 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 an <u>Permit Technician I</u>, 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 <u>18th</u> day of <u>April</u> 2016 and terminate on or about the <u>17th</u> day of <u>April</u>, 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 \$ 12.57 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 full-time 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.

Paul Ashworth

Mayor/Pro Tem ATTEST: Amy Iennaco, City Clerk APPROVED AS TO FORM AND LEGALITY For the use and reliance of the City of Orlando, Florida, only _____, 201_ Chief Assistant City Attorney Orlando, Florida **CONTRACTOR:** WITNESSES:

CITY OF ORLANDO: