

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of October, 2016, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and **Merissa Evans** 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 **PKZ Program Coordinator**, the position being

**WHEREAS**, Contractor wishes to obtain employment with the City to perform the duties and responsibilities of **PKZ Program Coordinator**, 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 **PKZ Program Coordinator** 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 1<sup>st</sup> day of October, 2016 and terminate on the 30<sup>th</sup> 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 an hourly wage of \$19.73 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 her 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 her employment.
7. If Contractor breaches any of the terms of this Agreement or fails to fully perform her duties and responsibilities, she may be subject to immediate disciplinary action by the City up to and including termination of her 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 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:

\_\_\_\_\_  
Amy Iennaco, Interim City  
Clerk

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

\_\_\_\_\_, 2016

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

**CONTRACTOR:**

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Merissa Evans

\_\_\_\_\_  
Print Name: \_\_\_\_\_

## **EXHIBIT A**

Job Profile: **PKZ Program Coordinator - Cont**

Job Code: XRMC2

### **NATURE OF WORK:**

Performs administrative and professional work with limited supervisory work coordinating the administrative functions for Parramore Kidz Zone. Primary duties include: planning, scheduling and budgeting. Work assignments require the exercise of initiative and independent judgment in organizing and supervising specialized projects and events. Employee maybe required to work evenings, weekends, and holidays. Work is performed under the general supervision of the Children and Education Program Manager and is reviewed through meetings, reports submitted, observation, and evaluation of results obtained.

### **MINIMUM QUALIFICATIONS:**

Bachelors' degree in Public/Business Administration or related area with three (3) years administrative experience, with responsibility for conducting research, monitoring and maintaining complex financial records, budget preparation, and handling complaints; or an equivalent combination of education, training, and experience. Valid Florida Driver's license is required.