

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City," and Severo Berrios, hereinafter referred to as "Contractor."

### WITNESSETH THAT:

**WHEREAS**, the City is desirous of retaining the services of a Rehabilitation Specialist 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 Rehabilitation Specialist 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 Rehabilitation Specialist II 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 4<sup>th</sup> day of January, 2017 and terminate on or about the 3<sup>rd</sup> day of January, 2018; 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 \$22.04 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:

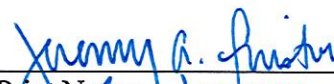
\_\_\_\_\_  
Amy T. Iennaco, Interim City Clerk


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

**WITNESSES:**

  
\_\_\_\_\_  
Print Name: Jeremy A. Fristoe

  
\_\_\_\_\_  
Print Name: Courtney B. Swann

**CONTRACTOR:**

 - 11/15/16  
\_\_\_\_\_  
Severo Berrios

## **EXHIBIT "A"**

**JOB TITLE:** HOUSING REHAB SPEC II HOUSING (CONTRACT)

### **NATURE OF WORK:**

Performs technical work involving preparation of Scope of Work write-ups including specifications and cost estimates for the rehabilitation of structures under the City's Housing and Community Development (HCD) housing programs. Coordinates and provides oversight of capital projects implemented under the City's HCD housing programs and by community organizations that utilize City funding. Work is performed under general supervision of the HCD Program Manager 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. Assist with the preparation of bid packages 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, 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 bid packages. Ability to establish and maintain effective working relationships with property Owners and tenants, and Contractors. Ability to effectively communicate verbally and in writing to include informational 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) years experience in residential building construction including rehabilitation cost estimating and specification preparation; or an equivalent combination of related training and experience. International Code Council (ICC) certification as a Property Maintenance and Housing Inspector preferred, or must be obtained within six months of hire. A valid Florida Driver's License is required. Must pass polygraph examination.

## FISCAL IMPACT STATEMENT

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and continuing costs in future years. Include all related costs necessary to place the asset in service.

**1. DESCRIPTION:** Employment Agreement - Severo Berrios

**COSTS:**

2. Does the acceptance of this action require the hiring of additional or new personnel or the use of overtime?  
 Yes  No (if Yes, include all personnel costs below).

3. Is the action funded in the current year budget and/or through reallocation of existing Department resources:  
 Yes  No If No, how will this item be funded? Housing Federal and State Grants (Housing and Urban Development and Florida Housing Finance Corporation) PLEASE NOTE: If the action is funded by a grant received by the City please include the fiscal year of the funding award, grantor name, granting agency or office name (if any), grant name and when the grant agreement was approved by City Council.

Did this item require BRC action?  Yes  No If Yes, BRC Date: \_\_\_\_\_ BRC Item #: \_\_\_\_\_

4. This item will be charged to Fund/Dept/Program/Project: Fund 1200, HSG0002\_C.

5.	(a) <u>Current Year Estimate</u>	(b) <u>Next Year Annualized</u>	(c) <u>Annual Continuing Costs Thereafter</u>
Personnel	\$68,069	\$	\$
Operating			
Capital			
<b>Total</b>	<u>\$68,069</u>	<u>    </u>	<u>    </u>

6. If costs do not continue indefinitely, explain nature and expiration date of costs: Contract renewal date is January 3, 2017.

**7. OTHER COSTS**

(a). Are there any future costs, one-time payments, lump sum payments, or other costs payable for this item at a later date that are *not* reflected above:  Yes  No

(b) If yes, by Fiscal Year, identify the dollar amount and year payment is due: \$ \_\_\_\_\_ Payment due date \_\_\_\_\_

(c) What is the nature of these costs: \_\_\_\_\_

**REVENUE:**

8. What is the estimated increase in "valuation" added to the tax rolls? \$ \_\_\_\_\_. Tax roll increase is:  
 real property,  tangible personal property,  other (identify \_\_\_\_\_).

9. What is source of the revenue and the estimated annual recurring revenue? Source: \_\_\_\_\_ \$ \_\_\_\_\_

10. If non-recurring, what is the estimated Fiscal Year and amount of non-recurring revenue that will be realized?  
 Source \_\_\_\_\_ Fiscal year \_\_\_\_\_ \$ \_\_\_\_\_ non-recurring revenue

11. What is the Payback period? \_\_\_\_\_ years

12. **JUSTIFICATION:** Document justification for request. Include anticipated economies or efficiencies to be realized by the City, including reductions in personnel or actual cost (cash flow) reductions to be realized in your budget. Request continued employment services of Severo Berrios as Rehab Specialist II- Housing (contract) for the period January 4, 2017 through January 03, 2018 for the ongoing housing assistance programs in the Housing and Community Development Department. Salary and benefits total \$68,069.

13. **APPROVED:** Linda Rhinesmith (Submitting Director or authorized Division Mgr **Only**)