

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of February, 2017, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and **Andrew Allen** hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City is desirous of retaining the services of a Civil Engineer I, 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 Civil Engineer I, 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 Civil Engineer I, to perform the duties and responsibilities as set forth in "Exhibit A," attached hereto, for a period of two (2) year(s), such period of employment to commence on or about the 26th day of February, 2017 and terminate on the 25th day of February, 2019; 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 a salary of \$52,000.00 per year 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 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 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 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.

CITY OF ORLANDO:

Mayor/Pro Tem

ATTEST:

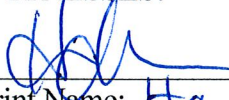
Amy T. Iennaco, City Clerk

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

_____, 2017

Natasha Williams, Chief Assistant City Attorney
Orlando, Florida

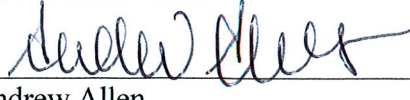
WITNESSES:



Print Name: Ha Ussach
Barbara Nogueira

Print Name: Barbara Nogueira

CONTRACTOR:



Andrew Allen

Overview

Overview

Inactive	No
Effective Date	02/01/2017
Date of Last Change	05/10/2016 11:25:27.676 AM
Job Profile Name	Civil Engineer I - Contract
Job Code	XEM07
Include Job Code in Name	No
Job Profile Summary	NATURE OF WORK: Performs professional engineering work in the design or review of engineering plans and specifications for the construction of public works projects such as streets, parking facilities, storm and sanitary systems, and environmental programs. Employees in this class prepare designs and detailed specifications for construction or are responsible for the review of plans submitted by engineering consulting firms to insure construction is in compliance with City standards and engineering principles, methods, and techniques. Work assignments are received from a professional supervisor who defines the scope of the work to be performed, but the employee is expected to plan details of work and make technical decisions. Work is reviewed while in progress and upon completion.

MINIMUM QUALIFICATIONS:

Bachelor's Degree in civil engineering with course work in assigned area with six (6) months to one (1) year experience in public works engineering; or an equivalent combination of education, training and experience. Registration as a Professional Engineer (P.E.) in the State of Florida is required for Civil Engineer IV and desired for Civil Engineer I, II and III. A valid State of Florida Driver's License may be required in some positions.

ADDITIONAL QUALIFICATIONS FOR PROMOTION: Last performance evaluation must have resulted in an overall meets standards rating or better with no goal rating of less than meets standards.

Job Description	Civil Engineer I - Contract
Job Title Default	
Restrict to County	
Management Level	8 Individual Contributor
Job Family	SEIU_Professional
Job Category	
Job Classification	2GX - Professional: Contracted Ees (EEO-4Job Categories-United States of America)
Work Shift Required	No
Public Job	Yes

Characteristics

Difficulty to Fill	No
Critical Job	No

Compensation

Compensation Grade S12
Compensation Grade Profile
Impacted Eligibility Rules

Qualifications

Certifications

Certification		Country		Certification (Predefined)	Certification (Not Predefined)	Issuer (Not Predefined)
Required						

Competencies

Competencies		Competency		Rating	
Required					

Competencies from Other Sources

Required	Competency	Rating	Source	Source Type

Education

Education		Degree		Field of Study	
Required					

Languages

Languages		Language		Ability	Proficiency
Required					

Responsibilities

Responsibilities		Responsibility	
Required			

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.

Required	Responsibility
	<p>Reviews construction plans for streets, parking facilities, storm and wastewater systems, and other public works projects for compliance with City requirements and professional standards; makes recommendations as to alternative designs, if necessary.</p> <p>Prepares designs, specifications, and cost estimates for public works projects; prepares work estimates, computes quantities and makes a variety of decisions requiring technical and professional knowledge of engineering principles, methods, and techniques.</p> <p>Confers with and advises contractors, subdivision developers, and consulting engineers regarding the interpretation and application of City standards and specifications.</p> <p>Confers with superiors on problems of design, construction, or maintenance of municipal public works facilities.</p> <p>Conducts field investigations prior to and during construction; inspects contract construction work to ensure compliance with established design, specifications and contract agreements.</p> <p>Assists in the formulation of engineering standards and specifications.</p> <p>Replies to technical inquiries from the general public and from government agencies on policy, petitions, ordinances, and general engineering issues.</p> <p>May supervise technical personnel engaged in drafting or inspection work.</p> <p>KNOWLEDGE, SKILLS AND ABILITIES:</p> <p>Considerable knowledge of the principles, techniques and practices of civil engineering construction and design.</p> <p>Considerable knowledge of modern methods and techniques as applied to the design, construction and maintenance of public works projects and municipal facilities.</p> <p>Skill in the use and care of engineering and drafting instruments and apparatus.</p> <p>Ability to plan, assign and supervise the work of professional and technical employees.</p> <p>Ability to gather, organize, interpret, modify and compile relevant civil engineering information and data to provide a basis for sound decision making.</p> <p>Ability to communicate clearly and concisely, orally and in writing.</p> <p>Ability to perform advanced mathematical calculations, to include trigonometry and calculus.</p> <p>Ability to detect omissions or errors in construction drawings and specifications and make corrective recommendations.</p> <p>Ability to establish and maintain effective working relationships with contractors, property owners, the public and employees as necessitated by the work.</p>

Required	Responsibility
	<p>Ability to prepare clear and concise technical reports on engineering work assignments.</p> <p>Ability to utilize computer aided design drafting programs and equipment.</p> <p>Ability to perform field investigations under sometimes adverse conditions such as at construction sites, during inclement weather.</p>

Training

Required	Training	Training Type	Description

Work Experience

Required	Work Experience	Experience Level

Pay

Pay Rate Type

Pay Rate Types

Country	Pay Rate Type
United States of America	Salary

Job Exempt

Job Exempt

Country / Country Region	Job Exempt
United States of America	Yes

Workers' Compensation Code

Worker's Compensation Codes

Workers' Compensation Code	Country	Country Region	Location
8810 - Clerical Office Employees Noc (United States of America)	United States of America		