

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 9th day of May, 2017, by and Between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and Janeiro R. Coulter, hereinafter referred to as "Contractor."

### **WITNESSETH:**

**WHEREAS**, the City is desirous of retaining the services of a MBE Division Manager and, of a Special Projects Manager for the Community Venue Projects, the position being on a full time basis for a definite length of time with duties, responsibilities as defined in "Exhibit A" and "Exhibit B" attached hereto; and

**WHEREAS**, Contractor wishes to obtain employment with the City to perform the duties and responsibilities of Special Projects Manager for the Community Venue Projects, for a definite length of time by contract; and

**WHEREAS**, Contractor wishes to obtain employment with the City to perform the duties and responsibilities of MBE Division Manager, for a definite length of time by contract; and

**WHEREAS**, City Council approved Contractor's initial Employment Agreement, as Special Projects Manager, on December 3, 2007 and delegated authority to the Chief Administrative Officer to enter into amendments to extend Contractor's employment with the City for the purpose of facilitating the Community Venues Projects.

**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 Special Projects Manager for the Community Venue Projects and as the MBE Division Manager, to perform the duties and responsibilities as set forth in "Exhibit A," and "Exhibit B" attached hereto, for a period of two years, such period of employment to commence on or about the 15th day of May 2017, and terminate on the 14th day of December, 2019; however, this Agreement may be terminated earlier or extended, 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 annual salary of \$117,936.00, 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 Executive Management level employees, and 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 Seven of this Agreement, this Agreement may be terminated by either party upon sixty (60) days written notice. This Agreement may be extended for additional periods by mutual written agreement of the parties. As authorized by City Council in the original employment agreement approved on the December 3, 2007 City Council meeting, the Chief Administrative Officer of the City is authorized to extend the term as necessary for the completion of the Venues Project and is authorized to execute the Employment Agreement extensions on behalf of the City.

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. Contractor shall not be entitled to severance pay as provided in City Policy and Procedure 800.6(E).

10. This Agreement contains all terms and conditions agreed upon by 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

By: \_\_\_\_\_  
Mayor/Pro Tem

ATTEST:

\_\_\_\_\_  
Denise Aldridge, City Clerk

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance of the  
City of Orlando, Florida, only.  
\_\_\_\_\_, 2017

\_\_\_\_\_  
Chief Assistant City Attorney

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_