EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of August, 2017, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City," and David Fishel herein after referred to as "Contractor."

W I T N E S SETH T H A T:

WHEREAS, the City is desirous of retaining the services of a Construction Inspector 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 Construction Inspector 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 Construction Inspector I, to perform the duties and responsibilities as set forth in "Exhibit A", attached hereto, for a period of four (4) months, such period of employment to commence on or about the 8th day of August, 2017, and terminate on or about the 18th day of December, 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 $22.37 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.

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, 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.

[Bottom of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

CITY OF ORLANDO:

_____
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

_____, 201_

_____
Chief Assistant City Attorney
Orlando, Florida

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

CONTRACTOR:

_____
David Fishel

David Fishel