

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of April, 2024, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City," and Brandon Ochoa, 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 Code Enforcement Officer I-C, 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 a Code Enforcement Officer I-C, 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 Code Enforcement Officer I-C to perform the duties and responsibilities as set forth in "Exhibit A," attached hereto and expressly incorporated herein, for a period of one (1) year, such period of employment to commence on or about the 15th day of May, 2024, and terminate on the 14th day of May, 2025; 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 \$22.17 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 (0001 a.m. Sunday through midnight Saturday), Contractor 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 Contractor's entire productive time, ability, and attention to the business of the City during the term of this Agreement. 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 employment. This Agreement is contingent upon and shall not take effect unless and until the Contractor successfully completes all hiring requirements, including required licenses, certifications, and clearance processes. This Agreement is further contingent upon the Contractor's ability to obtain and maintain all required clearances, the ability to perform all essential job functions, and the ability to meet all site-specific requirements.

7. If Contractor breaches any of the terms of this Agreement or fails to fully perform the duties and responsibilities, Contractor may be subject to immediate disciplinary action by the City up to and including termination of 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. No other agreement, oral or otherwise, regarding the subject matter of this Agreement 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:

Stephanie Herdocia, City Clerk

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

_____, 2024

Assistant City Attorney
Orlando, Florida

WITNESSES:

CONTRACTOR:

Print Name: _____

Brandon Ochoa

Print Name:

Brandon Ochoa - 2024-2025 LEGAL APPROVED

Overview

Overview

Inactive	No
View As Of	03/28/2024
Date of Last Change	03/13/2024 03:15:08.196 PM
Job Profile Name	Code Enforcement Officer I - C
Job Code	XCCG12
Include Job Code in Name	No
Job Profile Summary	<p>Enforces the City of Orlando code through the inspection of residential, commercial, industrial, and public properties to ensure compliance with all laws, regulations, and ordinances, particularly minimum standards for housing, zoning, land use, lot cleaning, occupational licensing, and parking. Required to make verbal presentations before the Code Enforcement Board, Court, and Hearing Officers. Work involves the ability to physically perform inspections, which include walking, climbing, kneeling, crawling, and operating an automobile. Required to work occasional weekends and evenings.</p> <p>ECONOMIC DEVELOPMENT: Enforces the City of Orlando code through the inspection of residential, commercial, industrial, and public properties to ensure compliance with all laws, regulations, and ordinances, particularly minimum standards for housing, zoning, land use, lot cleaning, business tax receipt, and parking. Required to make verbal presentations before the Code Enforcement Board, Court, and Hearing Officers. Work involves the ability to physically perform inspections, which include walking, climbing, kneeling, crawling, and operating an automobile. Required to work in adverse weather conditions and work occasional weekends and evenings.</p> <p>Minimum Qualifications:</p> <p>High School Diploma/G.E.D. Certificate and three (3) years of experience in housing and zoning inspection, state or local government law enforcement, or construction trades; or an equivalent combination of education, training, and experience. Valid Florida Driver's License required. Must pass driver's physical. Must pass background check which includes polygraph. Must be able to read and understand maps, building plans, and blueprints. Must be able to communicate effectively both verbally and in writing. State of Florida Parking Enforcement Specialist certification required within one (1) year of employment. Probationary status may be continued until certification is obtained. International Code Council Property Maintenance and Housing Inspector certification preferred.</p> <p>ECONOMIC DEVELOPMENT: Must be able to perform damage assessment response during emergency operation center activation.</p> <p>FORESTRY: ISA Certified Arborist required.</p> <p>Additional Qualifications for Promotion:</p> <p>Last performance evaluation must have resulted in an overall "Meets Standards" rating or better with no factor rating of less than "Meets Standards."</p>
Job Description	
Job Title Default	Code Enforcement Officer I - C
Restrict to Country	
Management Level	8 Individual Contributor
Job Family	Non_Bargaining
Job Category	

Job Classifications 4NS - Protective Serv:Non-Sworn Ees (EEO-4Job Categories-United States of America)
Shift Eligible - Employee is Shift Eligible (Shift Eligible-United States of America)
Work Shift Required No
Public Job Yes

Characteristics

Difficulty to Fill
Critical Job No

Compensation

Compensation Grade C16
Compensation Grade Profile
Impacted Eligibility Rules

Business Process History

Business Process History

Business Process	Effective Date	Initiated On	Completed On	Status
Edit Job Profile: Code Enforcement Officer I - C	03/13/2024	03/13/2024 03:15:08 PM	03/13/2024 03:15:08 PM	Successfully Completed

Qualifications

Certifications

Certification

Required	Country	Certification (Predefined)	Certification (Not Predefined)	Issuer (Not Predefined)
Yes		Driver's License - State of Florida		

Competencies

Competencies

Required	Competency	Target Rating
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Competencies from Other Sources

Required	Competency	Target Rating	Source	Source Type
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Education

Education

Required	Degree	Field of Study
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Languages
Languages

Required	Language	Ability	Proficiency
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Responsibilities
Responsibilities

Required	Responsibility
	<p>KNOWLEDGE, SKILLS AND ABILITIES:</p> <p>Knowledge of legal procedures as they relate to the enforcement of regulatory codes.</p> <p>Considerable knowledge of City's Landscape and Tree Ordinance regulations.</p> <p>Skill in the use of a computer terminal, microfilm viewer, camera, radio, or other office equipment used for researching information.</p> <p>Ability to interpret and enforce laws, regulations, and codes with tact and impartiality.</p> <p>Ability to physically perform physical inspections which involves walking over uneven terrain, kneeling, crawling and operating an automobile.</p> <p>Ability to visually recognize zoning, housing and City Ordinance violations.</p> <p>Ability to read and interpret zoning plats.</p> <p>Ability to establish and maintain effective working relationships with employees and the public.</p> <p>Ability to maintain accurate records, reports and case files.</p> <p>Ability to communicate clearly and concisely, orally and in writing, and to understand and follow oral and written instructions.</p>

Required	Responsibility
	<p>EXAMPLES OF WORK PERFORMED:</p> <p>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.</p> <p>Utilizes plat sheets, computer terminal, microfilm viewer, interprets blueprints, plans, aerial photographs and manually researches records to identify legal ownership, locations and zoning classifications of properties.</p> <p>Prepares and maintains records and written reports of findings and initiates correspondence and violation notices listing the violations and ordering that appropriate remedial action be taken; initiates action against owners failing to comply and present cases to the Code Enforcement Board.</p> <p>Explains and interprets the zoning code, minimum housing code and City Ordinances to property owners and provides technical advice regarding corrective actions.</p> <p>Conducts inspections and investigates complaints regarding zoning violations such as abandoned vehicles, improper sign placement, occupational licensing, unlawful tree removal, and other infractions; schedules routine and follow up inspections and periodic neighborhood surveys to determine violations and/or improper tree care.</p> <p>Conducts inspections relating to acts of persons in violation of laws, codes and regulations relating to any factors affecting the life, health and welfare of the community.</p> <p>Parks (Only): May attend civic and public meetings for the purpose of explaining zoning regulations; reviews plans for development and is the parks representative on the technical review committee.</p> <p>Economic Development: (Additional duty) May attend civic and public meetings for the purpose of explaining zoning regulations; reviews plans for development and is the code enforcement representative on the technical review committee.</p> <p>Performs related work as assigned.</p>