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**CITY OF ANNAPOLIS
EMPLOYMENT AGREEMENT
(FULL-TIME)**

THIS AGREEMENT, made this ____ day of _____, 2016, by and between the **CITY OF ANNAPOLIS**, a municipal corporation of the State of Maryland (hereinafter "City"), and **REMI SONNEVILLE** (hereinafter "Employee").

WITNESSETH:

WHEREAS, the City desires Employee to perform certain work and services, on the terms and conditions hereinafter set forth and Employee represents that he/she is qualified, ready, willing and able to perform such work and services; and

WHEREAS, under the terms of this Agreement, Employee is being employed as a full-time contractual employee of the City not subject to the City's civil service system; and

WHEREAS, this Agreement reduces to writing an employment agreement between the City and Employee.

NOW, THEREFORE, in consideration of the mutual promises contained hereinabove and the mutual exchange of promises set forth below, the parties do agree as follows:

DESCRIPTION OF WORK AND SERVICES

1. Employee is hereby employed by the City in a contractual position as Construction Inspector.

2. Employee shall perform the duties as described in the job description attached hereto, and shall do so with the understanding of completing mutually established goals and objectives.

3. Employee shall report to work under the direction of Marcia Patrick, Assistant Director of the Department of Public Works and/or his/her designee. In addition to the foregoing, Employee shall perform such other and further duties as may be assigned from time to time.

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COMPENSATION, BENEFITS AND HOURS

1. Employee shall receive \$34.00 per hour; however, the total compensation paid to Employee shall not exceed Thirty-Four Thousand Eight Hundred Forty Dollars (\$34,840.00) for all work and services performed

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hereunder. Notwithstanding any other clause in this agreement, this contract shall expire upon exhaustion of the total amount funded, \$34,840.00.

2. Employee shall work 35 hours per week. Employee shall coordinate with Employee's department director and/or that person's designee, the specific days and hours of work. Any leave taken by the Employee shall be without pay or compensation from the City

3. Compensation due Employee shall be paid upon the submission to City's Finance Department of such statements and payroll documents required by that Department. Payment shall not be more often than once bi-weekly.

4. Employee shall be entitled to the following benefits:

- Employee shall receive zero (0) hours of annual leave for this contract period.
- Employee shall receive zero (0) hours of sick leave for this contract period.
- Employee shall not be paid for any the City designated holidays, as set forth by Chapter 1.12 of the City Code, for this contract period.
- Employee shall be eligible for and entitled to participate in the City's medical, prescription, dental, and vision benefit programs.
- Employee shall not be eligible to enroll in the City's pension plan.

GENERAL

1. In the performance of the work and services hereunder, Employee shall act solely as a contractual, non-permanent, non-civil service employee.

2. In the performance of the work and services hereunder, Employee shall serve at the pleasure of the Employee's appointing authority as defined in Title 3 of the Annapolis City Code.

3. Within 60 days of execution of this Agreement, the Assistant Director and/or his/her designee and Employee shall define such goals and performance objectives that they determine necessary to achieve the goals of this Agreement. The parties shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

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4. The work and services herein provided for shall be furnished commencing **January 1, 2016**, and terminating on **June 30, 2016**, unless sooner terminated pursuant to the next following paragraph. Nothing contained in this paragraph shall be interpreted to constitute a contract of any specific term, it being understood by the parties that the Employee shall serve at the pleasure of the Employee's appointing authority as defined by the City Code, subject only to the notice requirements provided below.

5. The City, in the sole discretion of Employee's appointing authority, may terminate this Agreement, with or without cause, for any reason or no reason, with two (2) weeks written notice to Employee. In addition, Employee's appointing authority may terminate this Agreement without prior notice to Employee if Employee's appointing authority; in his/her discretion concludes that any act or omission by Employee constitutes a basis for such termination under Title 3 of the City Code. Notice to Employee under this paragraph shall be deemed to have occurred when hand-delivered to Employee or when mailed to Employee at his last known address. Employee may terminate this Agreement with or without cause, for any reason or no reason, with two (2) weeks written notice to Employee's appointing authority, with a copy to the Director of Human Resources.

6. The work and duties to be performed shall be performed personally by Employee. No other person or entity shall perform the work or services of Employee. Neither this Agreement, nor any rights, duties or interests herein, nor any claim hereunder, shall be assigned or transferred by Employee to any party.

7. Notwithstanding any other provision in this Agreement to the contrary, this Agreement and Employee's continued employment with the City is subject to the availability and appropriation of funds.

8. In the event of any conflict between any provision of this Agreement and any mandatory provision of the City Code, the provisions set forth in the City Code shall control.

9. This Agreement contains the entire agreement and understanding between the parties with regard to the matters set forth herein and any agreement (written or oral) hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Agreement in whole or in part unless such agreement is reduced to writing and signed by each of the parties hereto.

10. This Agreement shall be interpreted and construed pursuant to the laws of Maryland. The parties agree that in the event of civil litigation concerning this Agreement, venue for such claim shall be the District or Circuit Courts for Anne Arundel County or, if the standards for federal jurisdiction are

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met, the United States District Court for the District of Maryland, and the parties further agree to waive their right to a trial by jury.

11. During the term of this Agreement, Employee shall possess and use Confidential Information solely and exclusively to protect and advance the interests of the City; and that at all times thereafter, Employee shall: (i) continue to treat the Confidential Information as proprietary to the City; and (ii) not make use of, or divulge to any third party, all or any part of the Confidential Information unless and except to the extent so authorized in writing by the City or required by judicial, legislative or regulatory process.

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WITNESS the hands and seals of the parties hereto on the date first above written.

ATTEST:

EMPLOYEE:

Witness: _____

Signature: _____

Address: _____

ATTEST:

CITY OF ANNAPOLIS,

Regina C. Watkins Eldridge, MMC
City Clerk

BY: _____

Michael J. Pantelides, Mayor

Reviewed by:

Date:

David Jarrell, Director, Department of Public Works

Approved as to funds and encumbrance of same,

Date:

Bruce Miller, Director, Finance Department

Reviewed by:

Date:

Tricia Hopkins, Acting Director, Human Resources

Reviewed by:

Date:

Thomas C. Andrews, City Manager

Reviewed as to form and legal sufficiency,

Date:

Assistant City Attorney

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