

TEMPORARY

CIVIC DESIGNER

EMPLOYMENT AGREEMENT

THIS AGREEMENT between the City of Port St. Lucie, hereinafter referred to as the "CITY," acting through Jesus Merejo, City Manager, and XIAOYU "NIKKI" ZHENG, hereinafter referred to as "EMPLOYEE," is for the purpose of defining the terms and conditions of his/her temporary employment assignment as the Civic Designer with the City Manager's Office, effective the 21st day of June 2025 ("Effective Date").

WHEREAS, CITY desires to temporarily retain the services of a Civic Designer; and

WHEREAS, CITY agrees to temporarily assign EMPLOYEE and EMPLOYEE agrees to accept temporary assignment with CITY in the position of Civic Designer; and

WHEREAS, it is the desire of the City Manager to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE.

NOW THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

EMPLOYEE

1. The EMPLOYEE agrees to the following:
 - A. The EMPLOYEE shall perform the duties of a Civic Designer in a professional manner, and in accordance with and under the direction of the City Manager or designee. A job description for the position delineating specific job duties is attached to this Agreement as Exhibit "A" and is incorporated herein by reference.
 - B. The EMPLOYEE shall be compensated for all hours worked at a rate of **\$46.6902 per hour**, paid in bi-weekly installments, for 40 hours per week. EMPLOYEE acknowledges that he/she is exempt pursuant to the Fair Labor Standards Act (FLSA) and, as such, is paid a weekly salary and is not entitled to overtime compensation or subject to minimum wage provisions of the FLSA.
 - C. The EMPLOYEE shall be eligible for, and/or subjected to, any budgeted salary adjustment based upon annual performance reviews or for other legitimate reasons.
 - D. The EMPLOYEE shall serve at the pleasure of the City Manager or designee and shall, at all times, be considered an at-will contractual employee for the duration of this Agreement and will not attain classified status under the City Personnel Management System. EMPLOYEE is a contractual employee, not considered a

regular permanent employee. EMPLOYEE waives any rights to a pre- or post-termination hearing in the event of the cancellation of this Agreement. Nonetheless, EMPLOYEE is required to comply with all City Policies and the Personnel Rules and Regulations, as may be amended.

E. This position is an essential classification and may be required to report to duty before, during, and immediately after a civil emergency.

F. EMPLOYEE shall be eligible for the following City benefits upon the effective date of this Agreement: Medical, Dental, and Vision. All benefits are subject to the City's policies governing regular full-time employees, including any waiting period for insurance coverage.

G. EMPLOYEE agrees and acknowledges that Sick Leave, Vacation Leave, Personal Leave, and Compensatory Time shall accrue and be available for utilization in accordance with, and subject to, the Personnel Rules and Regulations, as may be amended. Any accrual balance remaining upon termination of this Agreement shall be forfeited/ineligible for payout. However, should the EMPLOYEE be offered a full-time position upon completion of the term of the Agreement, any existing accrual balance shall remain and be available for use provided

the EMPLOYEE has completed a minimum of six (6) months of continuous service.

- H. EMPLOYEE shall be compensated for City recognized holidays for which EMPLOYEE is regularly scheduled to work.
- I. EMPLOYEE agrees and acknowledges that there shall be no eligibility for pension/retirement benefits or contributions by CITY on behalf of EMPLOYEE.
- J. EMPLOYEE agrees and acknowledges that this Agreement is not a guarantee, representation or promise for a department position, in any capacity, with CITY; however, if a similar position becomes available in the future, EMPLOYEE can apply when the position is posted externally and opened to the public.
- K. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City Manager to cancel the Agreement at any time, subject only to the provisions set forth in the CANCELLATION OF AGREEMENT section.

THE CITY

2. The CITY agrees to provide the EMPLOYEE with the necessary support in order to perform her duties including, but not limited to:

- A. Computer or remote access to a computer (including access to required network drives and City email address).
- B. Access to City printers, scanners, and copiers when needed to complete assigned tasks.
- C. City issued cell phone, if necessary.
- D. Use of City Workspace.

DURATION OF AGREEMENT

3. EMPLOYEE shall serve at the pleasure of CITY and shall, at all times, be an AT WILL CONTRACTUAL employee of the CITY. EMPLOYEE acknowledges that employment, and all benefits, may be terminated at will, with or without cause, and with or without notice. Further, EMPLOYEE acknowledges that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of EMPLOYEE's employment will alter that "at will" employment relationship. EMPLOYEE waives any rights to a pre or post termination hearing in the event of discipline or termination. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY to discontinue the employment relationship at any time.

A. Duration: The duration of this Agreement shall be for a period of two (2) years, commencing on the Effective Date outlined herein, to wit: June 21, 2025, and terminating on June 20, 2027.

B. Extension of Agreement: An extension of this Agreement may be offered at the discretion of the City Manager.

CANCELLATION OF AGREEMENT

4. EMPLOYEE may cancel this Agreement by providing at least two weeks written notice. The City Manager may, for any reason, cancel this Agreement between the CITY and EMPLOYEE at any time, with or without notice.

MISCELLANEOUS

5. No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties.

6. This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought hereon shall be in a state court of competent jurisdiction located in St. Lucie County, Florida.

7. If any clause, paragraph, provision, sentence, term, condition, or part of this Agreement is found to be invalid, inoperable, unconstitutional, unenforceable, or otherwise contrary to law or void as against public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full

force and effect, to the extent permitted under applicable law.

8. The Parties agree that this Agreement does not create any promise of future employment beyond its express terms, nor does it create any present or future entitlement to City benefits.

IN WITNESS WHEREOF, the Parties hereunto have set their hand to this instrument this 20th day of June 2025.

Xiaoyu Zheng
Xiaoyu "Nikki" Zheng
Contractual Employee

6/20/2025
Date

[Signature]
Jesus Merejo
City Manager

6/20/2025
Date

APPROVED AS TO FORM:

[Signature]
Richard Berrios
City Attorney

6/20/2025
Date

NOTE for filing: Cross-reference this agreement with Bloomberg Harvard City Leadership Initiative Memorandum of Understanding.