

**SECOND AMENDMENT TO CONTRACT FOR JOB CLASSIFICATION AND
COMPENSATION SERVICES**

THIS AMENDMENT is entered into this ____ day of _____, 2021, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”) and CODY & ASSOCIATES, INC., a Florida corporation (“CONTRACTOR”).

WHEREAS, the CITY and CONTRACTOR entered into a Contract for Job Classification and Compensation Services dated April 9, 2018, and First Amendment dated April 9, 2019; and

WHEREAS, the parties wish to amend the Contract.

NOW, THEREFORE, the parties agree as follows:

1. This Second Amendment shall become effective upon execution.
2. The Contract dated April 9, 2018, as amended by the First Amendment dated April 9, 2019, is hereby reinstated as amended below and the term is extended through September 30, 2022.
3. Paragraph 2 of the Contract is deleted and replaced with the following:
“The CITY shall pay to the CONTRACTOR Two Hundred Dollars (\$200.00) per job evaluated for the faithful performance of this Contract the sums due for each completed job audit, new classification and reclassification and One Hundred Fifty Dollars (\$150.00) for general compensation consulting advice on best practice for salary analyses pertaining to job audit work, upon verified invoice within 30 days of receipt. The budget for the period from the effective date of this Amendment through September 30, 2022 shall not exceed Twenty Five Thousand Dollars (\$25,000.00). The CITY shall pay the CONTRACTOR upon verified invoice within 45 days of receipt, as may be further specified in the Purchase Order.”
4. Paragraph 3 of the Contract is deleted and replaced with the following:

“The CONTRACTOR and the CITY further agree that time is of the essence of the Contract. The CITY's initial list of classification requests for the period from the effective date of this Amendment through September 30, 2022, which includes up to 25 job audits, new classifications and/or reclassifications, shall be completed within 90 days of the CITY providing the completed job questionnaire(s) and/or job description(s). Should the CITY wish to obtain the CONTRACTOR'S services to complete additional job classification work, each request thereafter will be completed within 45 days from the date the CITY provides the completed job questionnaire(s) and/or job description(s).”

5. Paragraph 10, section d, of the Contract is amended to change the contact information of the City's custodian of public records to: **(352-393-8710, SUTTONDC@CITYOFGAINESVILLE.ORG AND 222 E. UNIVERSITY AVENUE, GAINESVILLE, FL 32601).**

6. Paragraph 12 of the Contract is amended to change the City's designee for receiving required notices to: Steve Varvel, HR Director.

7. A new Section 17 is created and added to the Contract to read as follows:

“17. Except as otherwise provided herein, reports and other deliverables which CONTRACTOR prepares and delivers to the CITY pursuant to this Contract shall become the property of the CITY when CONTRACTOR has been compensated for services rendered. With the exception of work product developed in whole or in part by the CITY, nothing contained in this paragraph shall be construed as limiting or depriving CONTRACTOR from its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Contract.”

8. A new Section 18, E-Verify, is created and added to the Contract to read as follows:

“18. E-Verify. Section 448.095, Florida Statutes (2021) states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. Pursuant to Section 448.095, Florida Statutes (2021), the Contractor shall (1) utilize the U.S. Department of Homeland E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.”

9. A new Section 19, Living Wage, is created and added to the Contract to read as follows:

“19. Living Wage. The definitions, terms and conditions of the CITY’s living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the Code of Ordinances shall apply to this Contract. These requirements include that the CONTRACTOR shall pay a living wage to each covered employee during the term of this Contract, including any extension(s) to this Contract; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any CITY audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested

documentation. Failure to comply with the living wage requirements shall be a material breach of this agreement, enforceable by the CITY through all rights and remedies at law and equity.”

10. Except as modified by this Amendment, all terms and conditions of the original Contract, as amended, shall remain in full force and effect.

11. This Second Amendment, together with the original Contract and First Amendment, constitutes the entire agreement between parties.

IN WITNESS WHEREOF the parties have executed this Amendment on the day first above written.

CITY OF GAINESVILLE

CODY & ASSOCIATES, INC.

Cynthia Curry, Interim City Manager

Linda Bunting, President

Date: _____

Date: _____

Approved as to Form and Legality

Dan Nee, Interim City Attorney