

CONTRACT FOR JOB CLASSIFICATION AND COMPENSATION SERVICES

THIS CONTRACT is entered into this 9th day of April, 2018, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and CODY & ASSOCIATES, INC. (“CONTRACTOR”).

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the Contract as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached and made a part of this Contract:

- a. This Contract
- b. Addendum No. 1, Dated January 31, 2018
- c. City of Gainesville Invitation to Negotiate #HRDX-180050-GD dated January 10, 2018
- d. Living Wage Ordinance – Article IX, Chapter 2, City of Gainesville Code of Ordinances
- e. Cody & Associates, Inc. Proposal dated February 5, 2018

In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The CITY shall pay to the CONTRACTOR One Hundred Fifty Dollars (\$150.00) per job evaluated for the faithful performance of this Contract the sums due for each completed job audit, new classification and reclassification, upon verified invoice within 30 days of receipt. The budget for the contract period shall not exceed Fifty Thousand Dollars (\$50,000.00).

3. The CONTRACTOR and the CITY further agree that time is of the essence of the Contract. The CITY’s initial list of classification requests, which includes up to 225 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 90 days from the date the CITY provides the completed job questionnaire(s) and/or job description(s).

4. The Contract shall commence upon execution and shall continue for a period of one year. However, the work shall be completed within the time stated in paragraph 3, above.

5. Termination.

a. Termination for Convenience. CITY shall have the right to terminate the Contract, in whole or in part, without cause, upon ten (10) calendar days' written notice to CONSULTANT. In the event of such termination for convenience, CONSULTANT's recovery against CITY shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but CONSULTANT shall not be entitled to any other or further recovery against CITY. Termination of the Contract or a portion thereof shall neither relieve the CONSULTANT of its responsibilities for the completed work nor shall it relieve its surety of its obligation for and concerning any just claim arising out of the work performed.

b. Termination for Default. CITY shall have the right to terminate the Contract, in whole or part, if CONSULTANT fails to observe or perform or is guilty of a substantial violation of any provision of the Contract, after serving at least ten (10) calendar days' written notice to CONSULTANT of CITY's intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract. If, after default under this subsection, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable, or that CITY is not entitled to the remedies against CONSULTANT provided herein, then CONSULTANT's remedies against CITY shall be the same as and limited to those afforded CONSULTANT pursuant to the subsection title Termination for Convenience which appears above.

6. CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents. CONTRACTOR understands and agrees that as an independent contractor, CONTRACTOR and its officers, agents and employees are not entitled to any wages or benefits due to CITY employees.

7. CONTRACTOR shall indemnify the CITY, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

8. Nothing in this Contract shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28, Florida Statutes.

9. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of laws provisions. In the event of any legal action under this Agreement, venue shall be in Alachua County, Florida for any State court action and Gainesville, Florida for any federal court action.

10. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:

a. Keep and maintain public records required by the CITY to perform the service.

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

d. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of

public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352-393-8710, BEATTYCW@CITYOFGAINESVILLE.ORG, AND 222 E. UNIVERSITY AVENUE, GAINESVILLE, FL 32601).

11. CONTRACTOR shall maintain records sufficient to document completion of the scope of services established by the Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

12. Any notice required under this Contract shall be addressed as follows and delivered via US Post or express mail:

CITY
City of Gainesville
222 E. University Ave
Gainesville, FL 32601
Attn: Eugenia Allen, HR Director

CONTRACTOR
Cody & Associates, Inc.
220 Jamaica Drive
Cocoa Beach, FL 32931
Attn: Linda Bunting, President

13. Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

14. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Contract.

15. If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

16. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties. Any modification to the Contract shall only become effective on signed written agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

ATTEST OR WITNESS:

CODY & ASSOCIATES, INC.

Williams Jovathay
Title: Support Assistant

Keith Butz
Title: President

ATTEST OR WITNESS:

CITY OF GAINESVILLE

Cl. Beatty
Title: Executive Assistant, Sr.

[Signature]
Human Resources Director

APPROVED AS TO FORM AND LEGALITY

[Signature]
City Attorney