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ORDINANCE NO. 180999

An ordinance of the City of Gainesville, Florida, amending Article IX of Chapter 2 of the Code of Ordinances relating to Living Wage Requirements; providing directions to the codifier; providing a severability clause; providing a repealing clause; and providing an effective date.

**WHEREAS**, the City Commission discussed the Living Wage Requirements in the current City Code and in the current Alachua County Code and directed the City Attorney to draft this ordinance; and

**WHEREAS**, at least ten (10) days’ notice has been given once by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of the public hearings to consider this ordinance; and

**WHEREAS**, public hearings were held pursuant to the published notice described above, at which all interested parties had an opportunity to be, and were, in fact, heard.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA:**

**Section 1.** Article IX titled “Living Wage Requirements” of Chapter 2 of the Code of Ordinances of the City of Gainesville is amended to read as set forth below.

**Article IX. – Living Wage Requirements**

**Division 1. Requirements that apply to contracts solicited by the City prior to midnight on March 31, 2021.**

**Sec. 2-615. - Definitions.**

[The following words and phrases as used in this article shall have the following meanings unless a different meaning is clearly required by the context:]

1 **City** means the City of Gainesville Municipal Corporation.

2 **Cooperative purchasing agreement** "is materials, equipment or services purchased under the  
3 terms and conditions of another local, state, federal, or other public agency's bid or cooperative  
4 bids put together by agencies.

5 **Covered employee** means an employee of a service contractor/subcontractor, as further defined  
6 in this article, that is directly involved in providing covered services pursuant to the service  
7 contractor's/subcontractor's contract with the city, during the period of time he or she is  
8 providing the covered services. The term "covered employee" shall not include a person  
9 described in 29 USC 213(a)(3) (seasonal employee), a student enrolled in a degree program who  
10 is employed under the auspices of the educational institution, a person who is employed by the  
11 service contractor/subcontractor through an ongoing written job training program, a worker with  
12 a disability as defined in 29 CFR 525.3, or employees hired or leased for temporary assignments  
13 of less than one year such as short-term projects, substituting for an absent employee, or  
14 substituting while a vacant position is being filled.

15 **Covered services** are the following services purchased by the city under a single contract over  
16 \$100,000.00:

- 17 (1) Food preparation and/or distribution;
- 18 (2) Custodial/cleaning;
- 19 (3) Refuse removal;
- 20 (4) Maintenance and repair;
- 21 (5) Recycling;
- 22 (6) Parking services;
- 23 (7) Painting/refinishing;
- 24 (8) Printing and reproduction services;
- 25 (9) Landscaping/grounds maintenance;
- 26 (10) Agricultural/forestry services;
- 27 (11) Construction services;

1           except when such services are services provided under a cooperative purchasing  
2           agreement, or services provided by service contractors/subcontractors located within the  
3           City of Gainesville enterprise zone.

4    **Health benefits** are any plan, fund, or program established or maintained by the service  
5    contractor/subcontractor for the purpose of providing for its participants or beneficiaries,  
6    through the purchase of insurance or otherwise, medical, surgical, or hospital care or benefits.

7    **Payroll records** include name, address, the covered employee's correct classification, rate of pay,  
8    daily and weekly number of hours worked, deductions made and actual wages paid and, if  
9    applicable, those records necessary to determine whether health benefits, as described herein,  
10   are being provided or offered to covered employees.

11   **Service contractor/subcontractor** is a for-profit individual, business entity, corporation,  
12   partnership, limited liability company, joint venture, or similar business, providing a covered  
13   service, who or which employs 50 or more persons, but not including employees of any  
14   subsidiaries, affiliates or parent businesses. The calculation of number of employees is made as  
15   of the date of execution of the contract for covered services.

16   **Sec. 2-616. – Amount of living wage.**

17   (a)   *Living wage paid.* A service contractor/subcontractor shall pay to all of its covered  
18   employees a living wage of no less than \$8.70 per hour (health benefit wage) and offer  
19   health benefits as described in this section, or otherwise \$9.95 per hour (non-health  
20   benefit wage).

21   (b)   *Health benefits.* For a service contractor/subcontractor to comply with the living wage  
22   provision by choosing to pay the lower wage scale available when the service  
23   contractor/subcontractor also offers health benefits, such health benefits shall cost an  
24   average of \$1.25 per hour per employee towards the provision of health benefits. The  
25   requirement may be satisfied by a cafeteria plan, which includes health benefits, towards  
26   which the service contractor/subcontractor makes a contribution of at least \$1.25 per  
27   hour for each covered employee. If the health benefit program of a service  
28   contractor/subcontractor requires an initial period of employment for a new employee  
29   to be eligible for health benefits (eligibility period), such service contractor/subcontractor  
30   may pay the health benefit living wage scale for up to six months of a new employee's  
31   initial eligibility period. In this event, upon six months of employment, the new employee  
32   will be paid the non-health benefit wage until such time as the new employee is offered  
33   or provided health benefits.

1 (c) *Adjustment.* The living wage (health benefit wage) specified in subsection (a) above is  
2 based on the federal poverty guidelines for a family of four as determined by the U.S.  
3 Department of Health and Human Services (DHHS), and published in the Federal Register  
4 February 14, 2002. It will be adjusted annually as of the first day of the second month  
5 following the month of publication of the new federal poverty guidelines by the DHHS,  
6 the non-health benefit wage will be adjusted the same amount, and the adjusted rates  
7 will be applied to contracts for which bids/proposals are solicited, or  
8 extensions/amendments of existing contracts entered into, after the effective date of the  
9 adjustment. Provided further, however, that in no event shall the health benefit wage  
10 exceed the lowest hourly base rate of pay of any regular, full-time city employee in effect  
11 at the time bids/proposals for contracts are solicited, or in the case of  
12 extensions/amendments of then existing contracts, the rate in effect at the time such  
13 extension/amendment is entered into. The applicable living wage shall be noted in all  
14 solicitations for covered services, and disclosed during negotiations for  
15 extensions/amendments of contracts for covered services.

16 (d) *Certification.* Prior to executing any contract with the city or service contractor for a  
17 covered service the service contractor/subcontractor, as applicable, shall certify to the  
18 contractor administrator (city) that it will pay each of its covered employees a living wage  
19 as herein defined, during the period of time they are directly involved in providing  
20 covered services under the contract. Upon execution, the certification shall become an  
21 obligation under the contract. The certification must also include, at a minimum, the  
22 following:

- 23 (1) The name, address, and phone number of the service contractor/subcontractor  
24 and a local contact person;
- 25 (2) The specific project for which the service contract is sought;
- 26 (3) The amount of the contract and the department contract administrator;
- 27 (4) An agreement to comply with the terms of this article as part of its contractual  
28 obligations.

29 (e) *Posting.* A copy of the living wage rate shall be kept posted by the employer in a  
30 prominent place where it can easily be seen by the covered employees and shall be  
31 supplied to any covered employee upon request. In addition, it is the responsibility of the  
32 service contractors/subcontractors to make any person submitting a bid for a subcontract  
33 providing covered services aware of the requirements of this article.

34 **Sec. 2-617. - Application; enforcement.**

1 (a) Procurement specifications. The living wage shall be required for new contracts for  
2 covered services solicited, and extensions or amendments of existing contracts for  
3 covered services with service contractors/subcontractors entered into, prior to midnight  
4 on March 31, 2021 ~~after the effective date of the ordinance from which this article~~  
5 ~~derives~~. This article shall be implemented in a fashion consistent with otherwise  
6 applicable city purchasing policies and procedures.

7 (b) Each contracting department shall include the following clause in each of its contracts for  
8 covered services (and extensions/amendments to existing contracts if not included in the  
9 original contract):

10 During the performance of this contract, the contractor agrees as follows:

11 (1) The contractor shall comply with the provisions of the City of Gainesville's living  
12 wage requirements, as applicable. Failure to do so shall be deemed a breach of  
13 contract and shall authorize the city to withhold payment of funds until the living  
14 wage requirements have been met.

15 (2) The contractor will include the provision of (1) above in each subcontract for  
16 covered services with a service contractor/subcontractor, as defined herein, so  
17 that the provisions of (1) above will be binding upon each such service  
18 contractor/subcontractor. The contractor will take such action with respect to any  
19 such subcontract as may be directed by the contract administrator as a means of  
20 enforcing such provisions; provided, however, the city shall not be deemed a  
21 necessary or indispensable party in any litigation between the contractor and a  
22 subcontractor concerning compliance with living wage requirements.

23 (c) A person who claims that this article applies or applied to him or her as a covered  
24 employee and that the service contractor/subcontractor is or was not complying with the  
25 requirements of this article has a right to file a written complaint. Each charter officer  
26 shall establish administrative procedures for the filing, processing and resolution of  
27 written complaints under this ordinance for their respective areas of responsibility(s) of  
28 the city. A covered employer may be required to produce payroll and other records  
29 deemed relevant to the investigation of a complaint. Remedies set forth in any  
30 administrative procedures will not be exclusive or in any way meant to prohibit any relief  
31 afforded by a court of law or otherwise prohibit the city from terminating a contract, filing  
32 a complaint, or taking legal action for noncompliance.

33 (d) Retaliation and discrimination unlawful. It shall be unlawful and punishable as provided  
34 in section 1-9 of this Code for an employer to discharge, reduce the compensation of, or

1 otherwise discriminate against any employee for filing a written complaint or otherwise  
2 asserting his or her rights under this ordinance, participating in any of its proceedings or  
3 using any available remedies to enforce his or her rights under the ordinance.

4 **Sec. 2-618. — City employees.**

5 ~~The city will set an example by providing a living wage, as described in section 2-616(a)–(c), to~~  
6 ~~the city's regular employees as determined consistent with budgetary, pay plan and bargaining~~  
7 ~~considerations and obligations. The requirements of sections 2-616(d) and (e) and section 2-617~~  
8 ~~do not apply to the city.~~

9 **Division 2. Requirements that apply to contracts solicited by the City after midnight on March**  
10 **31, 2021.**

11  
12 **Sec. 2-618. – Definitions.**

13 **City** means the City of Gainesville, Florida, a municipal corporation.

14 **Contract** means a written agreement between the City and the service contractor. Any set of  
15 documents, including a Purchase Order provided both the City and the service contractor have  
16 agreed to the terms and conditions.

17 **Cooperative purchasing agreement** means a contract of a public agency which allows the use of  
18 the contract by other agencies under the same pricing and contract terms.

19 **Covered employee** means an employee of a service contractor/subcontractor, as further defined  
20 in this article, that is directly involved in providing covered services pursuant to the service  
21 contractor's/subcontractor's contract with the city, during the period of time they are providing  
22 the covered services. Covered employee does not include a student enrolled in a degree program  
23 who is employed under the auspices of the educational institution, a person who is employed  
24 through an ongoing written job training program, or a worker with a disability as defined in 29  
25 CFR 525.3, or employees hired or leased for temporary assignments of less than one year such  
26 as short-term projects, substituting for an absent employee, or substituting while a vacant  
27 position is filled.

28 **Covered services** means any services contracted for by the city, whether the contract is solely  
29 for services or for both goods and services (such as a construction contract, where construction  
30 services are provided as well as the goods that are necessary for the construction project.) This  
31 division does not apply to contracts that are solely for goods (i.e., tangible objects or products.)  
32 This division does not apply to contracts for Software as a Service. For purposes of this division,

1 examples of services include, but are not limited to, construction work, janitorial services,  
2 security services, food preparation services, mowing, and maintenance.

3 ***Health benefits*** means any plan, or fund, or program established or maintained by the service  
4 contractor or subcontractor for the purpose of providing for its participants beneficiaries,  
5 through the purchase of insurance or otherwise, medical, surgical, or hospital care or benefits.

6 ***Living wage*** means an hourly wage that is no less than the hourly base pay of the lowest pay  
7 grade of the city as of the preceding October 1<sup>st</sup> of the effective date of the contract with the  
8 city. The living wage will increase annually thereafter on October 1<sup>st</sup> of each succeeding year the  
9 contract or any extension thereof is in effect. If the service contractor/subcontractor does not  
10 offer health benefits to the covered employee, then the hourly wage must be increased by fifteen  
11 percent (15%) for that covered employee.

12 ***Payroll records*** means the records pertaining to covered employees that document their name,  
13 address, employee classification, rate of pay, daily and weekly number of hours worked,  
14 deductions made and actual wages paid and whether health benefits, as described herein, are  
15 being provided or offered to covered employees.

16 ***Service contractor/subcontractor*** means a natural person or legal entity (such as, but not limited  
17 to, a corporation, partnership, limited liability company or joint venture) providing services to  
18 the city, but not including any subsidiaries, affiliates or parent entities of the entity providing  
19 services to the city.

20 **Section 2-619. - Living wage requirements.**

21 (a) The following are requirements of each service contractor/subcontractor:

22 (1) A service contractor/subcontractor shall pay a living wage to each of its covered  
23 employees during the time they are providing the covered services.

24 (2) A copy of the living wage rate shall be posted by the service  
25 contractor/subcontractor in a prominent place where it can easily be seen by the  
26 covered employees and shall be supplied to any covered employee upon request.

27 (3) Each service contractor shall make all of its service subcontractors aware of the  
28 requirements of this division and shall include the contract provisions listed in (b)  
29 below in each of its service subcontracts to ensure compliance with this article.  
30 The city shall not be deemed a necessary or indispensable party in any litigation  
31 between the service contractor and a subcontractor.

1 (4) A service contractor/subcontractor shall not discharge, reduce the compensation  
2 of, or otherwise retaliate against any covered employee for filing a complaint,  
3 participating in any proceedings or otherwise asserting the requirement to pay a  
4 living wage under this division. A covered employee who claims their employer  
5 has not paid them a living wage as required by this division may file a written  
6 complaint with the city.

7 (5) Each service contractor/subcontractor shall produce payroll records, and any  
8 other requested documentation to the city as necessary for the city to audit or  
9 investigate compliance with or a reported violation of this division.

10 (b) Each contract between the city and a service contractor (and between the service  
11 contractor and its subcontractor(s)) shall include language referencing the requirements of this  
12 division, in substantially the following form: "The definitions, terms and conditions of the city's  
13 living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of  
14 Ordinances shall apply to this agreement. These requirements include that the service  
15 contractor/subcontractor: shall pay a living wage to each covered employee during the term of  
16 this agreement, including any extension(s) to this agreement; shall maintain records sufficient to  
17 demonstrate compliance with the living wage requirements; shall not discharge, reduce the  
18 compensation of, or otherwise retaliate against any covered employee for filing a complaint,  
19 participating in any proceedings or otherwise asserting the requirement to pay a living wage;  
20 shall cooperate with any city audit or investigation concerning compliance with or a reported  
21 violation of the living wage requirements, including providing all requested documentation.  
22 Failure to comply with the City's living wage requirements shall be a material breach of this  
23 agreement, enforceable by the city through all rights and remedies at law and equity."

24 (c) The living wage requirements in this division do not apply in the following circumstances:

25 (1) If a city solicitation for services results in no responsive bids/proposals/quotes,  
26 the applicable charter officer, or designee, may waive the living wage  
27 requirement and authorize award to the lowest bidder responsive to the other  
28 bid requirements.

29 (2) If the work to be performed under the contract is funded by a federal or state  
30 grant and that grant does not allow local living wage requirements.

31 (3) If the living wage requirements are precluded by law.

32 (4) Purchases made under state, federal, or other public agency agreements or  
33 cooperative contracts.



- 1           (5) Non-competitive situations as defined by the City's current Procurement Policy.
- 2           (6) For the emergency related services procured during a declared state of emergency
- 3           (7) All other exceptions will need to be justified and waiver approved by the City
- 4           Manager or designee for general government or the General Manager or designee
- 5           for Gainesville Regional Utilities.

6

7   **Section 2.** It is the intention of the City Commission that the provisions of Section 1 of this  
8 Ordinance shall become and be made a part of the Code of Ordinances of the City of Gainesville,  
9 Florida, and that the sections and paragraphs of this Ordinance may be renumbered or relettered  
10 in order to accomplish such intentions.

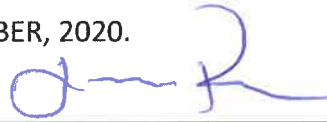
11 **Section 3.** If any word, phrase, clause, paragraph, section or provision of this ordinance or the  
12 application hereof to any person or circumstance is held invalid or unconstitutional, such finding  
13 shall not affect the other provisions or application of the ordinance which can be given effect  
14 without the invalid or unconstitutional provisions or application, and to this end the provisions  
15 of this ordinance are declared severable.

16 **Section 4.** All ordinances or parts of ordinances, in conflict herewith are to the extent of such  
17 conflict hereby repealed.

18 **Section 5.** This ordinance shall become effective immediately upon adoption.

19

20 PASSED AND ADOPTED THIS 3rd DAY OF DECEMBER, 2020.

21   
22 \_\_\_\_\_  
23 LAUREN POE  
24 MAYOR  
25  
26

1 ATTEST:

Approved as to form and legality

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OMICHELE D. GAINNEY  
CLERK OF THE COMMISSION



NICOLLE M. SHALLEY  
CITY ATTORNEY

10 This ordinance passed on first reading this 19th day of November, 2020.

11  
12 This ordinance passed on second reading this 3rd day of December, 2020

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ORDINANCE NO. 080755  
0-09-09

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An ordinance of the City of Gainesville, Florida, creating Article IX, of Chapter 2 of the City of Gainesville Code of Ordinances, establishing a living wage requirement for certain employees of contractors providing selected services to the city; providing directions to the codifier; providing a severability clause; providing a repealing clause; and providing an immediate effective date.

**WHEREAS**, the City awards contracts to provide services for the public.

Such expenditures of public money also serve the public purpose by creating jobs, expanding the City's economic base, and promoting economic security for all citizens; and

**WHEREAS**, the City provides direct financial assistance to businesses for the purpose of economic development and job growth; and

**WHEREAS**, the City has set an example by providing a living wage to City employees as determined consistent with budgetary, pay plan and bargaining unit considerations; and

**WHEREAS**, The City desires to improve the quality of services to the City and the public through the payment of an adequate wage that promotes stability and quality in the work force and does not perpetuate underemployment, while at the same time not creating unemployment;

**WHEREAS**, at least 10 days notice has been given once by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of a Public Hearing in the Auditorium of City Hall in the City of Gainesville; and

1           **WHEREAS**, the Public Hearings were held pursuant to the published  
2 notice described at which hearings the parties in interest and all others had an  
3 opportunity to be and were, in fact, heard; and

4           **NOW, THEREFORE, BE IT ORDAINED BY THE CITY**  
5 **COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA:**

6           **Section 1.** Sections 2-615, 2-616, and 2-617 of Article IX, entitled  
7 "Living Wage Requirements", of Chapter 2 of the City of Gainesville Code of  
8 Ordinances of Gainesville, Florida, is hereby created as follows:

9           **ARTICLE IX. LIVING WAGE REQUIREMENTS**

10          **Sec. 2-615. Definitions.**

11           [The following words and phrases as used in this article shall have the  
12 following meanings unless a different meaning is clearly required by the context:]

13           *City* means the City of Gainesville Municipal Corporation.

14           *Cooperative purchasing agreement* "is materials, equipment or services  
15 purchased under the terms and conditions of another local, state, federal, or other  
16 public agency's bid or cooperative bids put together by agencies.

17           *Covered employee* means an employee of a service  
18 contractor/subcontractor, as further defined in this article, that is directly involved  
19 in providing covered services pursuant to the service contractor's/subcontractor's  
20 contract with the city, during the period of time he or she is providing the covered  
21 services. The term "covered employee" shall not include a person described in 29  
22 USC 213(a)(3) (seasonal employee), a student enrolled in a degree program who  
23 is employed under the auspices of the educational institution, a person who is

1 employed by the service contractor/subcontractor through an ongoing written job  
2 training program, a worker with a disability as defined in 29 CFR 525.3, or  
3 employees hired or leased for temporary assignments of less than one year such as  
4 short-term projects, substituting for an absent employee, or substituting while a  
5 vacant position is being filled.

6 Covered services are the following services purchased by the city under a  
7 single contract over \$100,000.00:

8 (1) Food preparation and/or distribution;

9 (2) Custodial/cleaning;

10 (3) Refuse removal;

11 (4) Maintenance and repair;

12 (5) Recycling;

13 (6) Parking services;

14 (7) Painting/refinishing;

15 (8) Printing and reproduction services;

16 (9) Landscaping/grounds maintenance;

17 (10) Agricultural/forestry services;

18 (11) Construction services;

19 except when such services are services provided under a cooperative purchasing  
20 agreement, or services provided by service contractors/subcontractors located  
21 within the City of Gainesville enterprise zone.

22 Health benefits are any plan, fund, or program established or maintained  
23 by the service contractor/subcontractor for the purpose of providing for its

1 participants or beneficiaries, through the purchase of insurance or otherwise,  
2 medical, surgical, or hospital care or benefits.

3 Payroll records include name, address, the covered employee's correct  
4 classification, rate of pay, daily and weekly number of hours worked, deductions  
5 made and actual wages paid and, if applicable, those records necessary to  
6 determine whether health benefits, as described herein, are being provided or  
7 offered to covered employees.

8 Service contractor/subcontractor is a for-profit individual, business  
9 entity, corporation, partnership, limited liability company, joint venture, or similar  
10 business, providing a covered service, who or which employs 50 or more persons,  
11 but not including employees of any subsidiaries, affiliates or parent businesses.

12 The calculation of number of employees is made as of the date of execution of the  
13 contract for covered services.

14 **Sec. 2-616. Amount of living wage.**

15 (a) Living wage paid. A service contractor/subcontractor shall pay to all  
16 of its covered employees a living wage of no less than \$8.70 per hour (health  
17 benefit wage) and offer health benefits as described in this section, or otherwise  
18 \$9.95 per hour (non-health benefit wage).

19 (b) Health benefits. For a service contractor/subcontractor to comply  
20 with the living wage provision by choosing to pay the lower wage scale available  
21 when the service contractor/subcontractor also offers health benefits, such health  
22 benefits shall cost an average of \$1.25 per hour per employee towards the  
23 provision of health benefits. The requirement may be satisfied by a cafeteria plan,

1 which includes health benefits, towards which the service  
2 contractor/subcontractor makes a contribution of at least \$1.25 per hour for each  
3 covered employee. If the health benefit program of a service  
4 contractor/subcontractor requires an initial period of employment for a new  
5 employee to be eligible for health benefits (eligibility period), such service  
6 contractor/subcontractor may pay the health benefit living wage scale for up to six  
7 months of a new employee's initial eligibility period. In this event, upon six  
8 months of employment, the new employee will be paid the non-health benefit  
9 wage until such time as the new employee is offered or provided health benefits.

10 (c) Adjustment. The living wage (health benefit wage) specified in  
11 subsection (a) above is based on the federal poverty guidelines for a family of four  
12 as determined by the U.S. Department of Health and Human Services (DHHS),  
13 and published in the Federal Register February 14, 2002. It will be adjusted  
14 annually as of the first day of the second month following the month of  
15 publication of the new federal poverty guidelines by the DHHS, the non-health  
16 benefit wage will be adjusted the same amount, and the adjusted rates will be  
17 applied to contracts for which bids/proposals are solicited, or  
18 extensions/amendments of existing contracts entered into, after the effective date  
19 of the adjustment. Provided further, however, that in no event shall the health  
20 benefit wage exceed the lowest hourly base rate of pay of any regular, full-time  
21 city employee in effect at the time bids/proposals for contracts are solicited, or in  
22 the case of extensions/amendments of then existing contracts, the rate in effect at  
23 the time such extension/amendment is entered into. The applicable living wage

1 shall be noted in all solicitations for covered services, and disclosed during  
2 negotiations for extensions/amendments of contracts for covered services.

3 (d) Certification. Prior to executing any contract with the city or service  
4 contractor for a covered service the service contractor/subcontractor, as  
5 applicable, shall certify to the contractor administrator (city) that it will pay each  
6 of its covered employees a living wage as herein defined, during the period of  
7 time they are directly involved in providing covered services under the contract.  
8 Upon execution, the certification shall become an obligation under the contract.  
9 The certification must also include, at a minimum, the following:

- 10 (1) The name, address, and phone number of the service  
11 contractor/subcontractor and a local contact person;
- 12 (2) The specific project for which the service contract is sought;
- 13 (3) The amount of the contract and the department contract  
14 administrator;
- 15 (4) An agreement to comply with the terms of this article as part  
16 of its contractual obligations.

17 (e) Posting. A copy of the living wage rate shall be kept posted by the  
18 employer in a prominent place where it can easily be seen by the covered  
19 employees and shall be supplied to any covered employee upon request. In  
20 addition, it is the responsibility of the service contractors/subcontractors to make  
21 any person submitting a bid for a subcontract providing covered services aware of  
22 the requirements of this article.

23 **Sec. 2-617. Application; enforcement.**



1           (a) Procurement specifications. The living wage shall be required for new  
2 contracts for covered services solicited, and extensions or amendments of existing  
3 contracts for covered services with service contractors/subcontractors entered into,  
4 after the effective date of the ordinance from which this article derives. This  
5 article shall be implemented in a fashion consistent with otherwise applicable city  
6 purchasing policies and procedures.

7           (b) Each contracting department shall include the following clause in  
8 each of its contracts for covered services (and extensions/amendments to existing  
9 contracts if not included in the original contract):

10           During the performance of this contract, the contractor agrees as follows:

11                   (1) The contractor shall comply with the provisions of the City of  
12 Gainesville's living wage requirements, as applicable. Failure to do  
13 so shall be deemed a breach of contract and shall authorize the city  
14 to withhold payment of funds until the living wage requirements  
15 have been met.

16                   (2) The contractor will include the provision of (1) above in each  
17 subcontract for covered services with a service  
18 contractor/subcontractor, as defined herein, so that the provisions  
19 of (1) above will be binding upon each such service  
20 contractor/subcontractor. The contractor will take such action with  
21 respect to any such subcontract as may be directed by the contract  
22 administrator as a means of enforcing such provisions; provided,  
23 however, the city shall not be deemed a necessary or indispensable

1                   party in any litigation between the contractor and a subcontractor  
2                   concerning compliance with living wage requirements.

3           (c) A person who claims that this article applies or applied to him or her  
4 as a covered employee and that the service contractor/subcontractor is or was not  
5 complying with the requirements of this article has a right to file a written  
6 complaint. Each charter officer shall establish administrative procedures for the  
7 filing, processing and resolution of written complaints under this ordinance for  
8 their respective areas of responsibility(s) of the city. A covered employer may be  
9 required to produce payroll and other records deemed relevant to the investigation  
10 of a complaint. Remedies set forth in any administrative procedures will not be  
11 exclusive or in any way meant to prohibit any relief afforded by a court of law or  
12 otherwise prohibit the city from terminating a contract, filing a complaint, or  
13 taking legal action for noncompliance.

14           (d) Retaliation and discrimination unlawful. It shall be unlawful and  
15 punishable as provided in section 1-9 of this Code for an employer to discharge,  
16 reduce the compensation of, or otherwise discriminate against any employee for  
17 filing a written complaint or otherwise asserting his or her rights under this  
18 ordinance, participating in any of its proceedings or using any available remedies  
19 to enforce his or her rights under the ordinance.

20           **Section 2.** The Codifier is directed to delete Sections 2-615 through 2-617  
21 of the current Code of Ordinances because of the automatic repeal provision in  
22 Section 7 of Ordinance No. 020663. It is the intention of the City Commission  
23 that the provisions of Section 1 of this ordinance shall become and be made a part

1 of the Code of Ordinances of the City of Gainesville, Florida, and that the  
2 Sections and Paragraphs of this Ordinance may be renumbered or relettered in  
3 order to accomplish such intentions.

4 **Section 3.** If any word, phrase, clause, paragraph, section or provision of  
5 this ordinance or the application hereof to any person or circumstance is held  
6 invalid or unconstitutional, such finding shall not affect the other provisions or  
7 applications of the ordinance which can be given effect without the invalid or  
8 unconstitutional provisions or application, and to this end the provisions of this  
9 ordinance are declared severable.

10 **Section 4.** All ordinances, or parts of ordinances, in conflict herewith are  
11 to the extent of such conflict hereby repealed.


12 **Section 5.** This ordinance shall become effective immediately upon  
13 adoption.

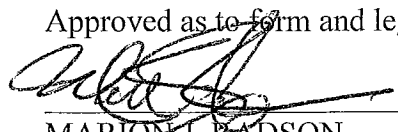
14 **PASSED AND ADOPTED** this 2<sup>nd</sup> day of April, 2009.

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PEGEEN HANRAHAN, MAYOR

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ATTEST:  
  
KURT M. LANNON  
CLERK OF THE COMMISSION

Approved as to form and legality  
  
MARION J. RADSON  
CITY ATTORNEY

APR - 2 2009

24 This Ordinance passed on first reading this 19<sup>th</sup> day of March, 2009.

25 This Ordinance passed on second reading this 2<sup>nd</sup> day of April, 2009.