



**SECOND AMENDMENT TO AGREEMENT FOR
COMPREHENSIVE JOB CLASSIFICATION AND COMPENSATION STUDY**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR COMPREHENSIVE JOB CLASSIFICATION AND COMPENSATION STUDY ("Second Amendment") is made by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PARILLA & ASSOCIATES, INC.**, a Florida for-profit corporation duly organized and authorized to do business in the State of Florida, (EIN: 65-0774989) ("Consultant").

R E C I T A L S :

WHEREAS, December 5, 2014, City issued an Invitation to Bid ("ITB") for the preparation of a one-time comprehensive classification and compensation study of its then existing employment positions and for the development of a comprehensive job classification system, ITB No.: HUM/14-005 (the "Solicitation");

WHEREAS, on February 3, 2015, Parilla & Associates, Inc. was awarded Contract No. HUM/14-005 to prepare a comprehensive classification and compensation study and to develop the City's comprehensive job classification system (the "Original Agreement");

WHEREAS, the City has since required ongoing specialized review of proposed job description modifications, annual refreshing of the compensation study, and other services related to the City's existing comprehensive job classification system;

WHEREAS, in or about October of 2020, Parilla & Associates, Inc., as the developer of the City's existing comprehensive job classification system was found by the City's Procurement and Contracting Officer to be uniquely familiar with the City's comprehensive job classification system and qualified to perform ongoing specialized review of proposed job description modifications, annual refreshing of the compensation study, and other related services;

WHEREAS, continuously since that time, the City has engaged Parilla & Associates, Inc., under Contract No. HUM/14-005 to provide ongoing specialized review of proposed job description modifications, annual refreshing of the compensation study, and other services related to the City's existing comprehensive job classification system;

WHEREAS, pursuant to the terms of the engagement, the parties may renew Contract No. HUM/14-005 upon the written consent of the City and Parilla & Associates, Inc.; and

WHEREAS, the City and Parilla & Associates, Inc., now desire to extend the engagement for an additional three-year term.

NOW THEREFORE, in consideration each of the foregoing recitals, all of which are incorporated herein by reference, and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Parilla & Associates, Inc., agree as follows:



TERMS OF AGREEMENT:

1. **RECITALS.** City and Consultant hereby represent and warrant that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional three-year term beginning **FEBRUARY 1, 2025**, and terminating **JANUARY 31, 2028**. Thereafter, the Original Agreement may be extended for additional one-year terms by written consent between the City and Contractor.
4. **COMPENSATION.** City shall pay Consultant an amount no greater than **TWENTY THREE THOUSAND, THREE HUNDRED, AND NO/100 DOLLARS (\$23,300)** (the "Contract Sum") over the course of the Renewal Term as full and complete compensation for the timely and satisfactory performance of services in compliance with **Exhibit A – Scope of Professional Services** and in accordance with the pricing and frequency detailed in **Exhibit B – Amended Method of Compensation**.
 - A. **Invoice Submission.** Consultant shall submit invoices no more often than once per calendar month to City for professional services rendered during the preceding month. All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Consultant shall submit all invoices through the responsible City Project Manager (the "Project Manager") at: **City of Ocala Human Resources Department, Attn: Todd Swanson, 110 SE Watula Avenue, Third Floor, Ocala, Florida 34471, E-Mail: tswanson@ocalafl.gov**.
 - B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - C. **Withholding of Payment.** City reserves the right to withhold, in whole or part, payment for any and all work that: (i) has not been completed by Archaeologist; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Consultant within **THIRTY (30)** days of Archaeologist's remedy or resolution of the inadequacy or defect.
 - D. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is provided for by the Agreement, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
 - E. **Amounts Due to the City.** Consultant must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to the Contractor may be offset by any delinquent amounts due to the city or fees and/or charges owed to the City.



- F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:
- | | |
|----------------------|---|
| If to Consultant: | Parilla & Associates, Inc.
Ralph Parilla, President
570 NW 72 nd Avenue
Plantation, Florida 33317
Phone: (954) 587-7431
E-Mail: rmparillajr@aol.com |
| If to City of Ocala: | Daphne M. Robinson, Esq. – Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
Email: notices@ocalafl.gov |
| Copy to: | William E. Sexton, Esq. – City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
Email: cityattorney@ocalafl.gov |
6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.



IN WITNESS WHEREOF, the parties have executed this Second Amendment on
6/25/2025

ATTEST:

DocuSigned by:

Angel B. Jacobs

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Angel B. Jacobs
City Clerk

CITY OF OCALA:

DocuSigned by:

Christopher Watt

8C80B9F07388433...

Christopher Watt
Chief of Staff

Approved as to form and legality:

Signed by:

William E. Sexton

4A55AB0A8ED04F3...

William E. Sexton
Assistant City Attorney

PARILLA & ASSOCIATES

Signed by:

Ralph M. Parilla, Jr.

E7869704E3614A1...

Ralph Parilla, Jr.
President



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EXHIBIT A – SCOPE OF PROFESSIONAL SERVICES

Consultant shall, in a satisfactory and proper manner as determined by the City, perform tasks necessary to complete the work as outlined below.

Communications Program:

Consultant shall provide City staff with an up-to-date understanding of the processes and work being performed by the Consultant, along with a comprehension of the ultimate outcomes anticipated by the City for this project.

Comprehensive Job Classification System:

Consultant has already developed a comprehensive job classification system for the City. This comprehensive job classification system has been designed to accommodate the City's need for a flexible, internally and externally equitable, defensible, and market sensitive system that can be easily administered for all current and future jobs within the City.

The job classification system:

- Provides clear distinctions in different job levels
- Promotes internal equity
- Establishes performance standards/job qualifications for all newly created job classifications
- Provides legally defensible classification specifications (ADA, FLSA, exempt/non-exempt, terminations, Workers' Compensation, grievances, etc.)
- Assigns classifications to pay ranges designed by the City that are both public sector and private sector labor market appropriate.

Consultant has trained Human Resources staff to maintain, enhance, and use the classification system to identify and consistently apply the system to modify any existing position of classification, or create a new position of classification scheme.

Compensation Philosophy and Competitive Job Compensation System:

The City has already accepted, adopted, and implemented Consultant's formal compensation philosophy. Consultant's formal compensation philosophy serves as the basis for the City's job compensation system and uses comparable employers for benchmarking to supplement the

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City's future employee salary and benefit decisions in order to facilitate the retention and attraction of high performing staff members, while being financially sustainable.

Consultant has trained Human Resources staff to apply the compensation philosophy to maintain and enhance the adopted compensation system.

Monthly Services

Consultant will provide consulting services as needed to ensure the success of the foregoing programs. Consultant shall provide ongoing review of proposed job description changes, to include:

- On-call assistance
- Training of Human Resources staff to maintain the current compensation system
- Assigning job descriptions to appropriate salary ranges in connection with any addition or deletion of job qualifications.
- Classification of positions as either exempt or non-exempt
- Applying the classification system for existing positions of classification or new positions of classification consistently
- Assisting in the preparation of job descriptions
- Reviewing new or revised job descriptions
- Auditing selected positions
- Updating Compensation Administrative Guidelines
- Evaluating and making recommendations for new or updated job classifications

Consultant has trained Human Resources staff to maintain, enhance, and use the classification system to identify and consistently apply the system to modify any existing position of classification, or create a new position of classification scheme.

Annual Refresh of Compensation Study

This service may be requested annually by the City. Consultant will refresh the provided classification and compensation study to address any demographic changes in the City employee base, and for any industry updates.



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EXHIBIT B – AMENDED METHOD OF COMPENSATION

PURPOSE

This Exhibit defines the method and limits of compensation to be made to the Consultant for the Professional Services set forth in **Exhibit A – Scope of Professional Services**.

COMPENSATION

For the satisfactory performance of services in compliance with the Contract Documents, Consultant shall be paid no more than **TWENTY THREE THOUSAND, THREE HUNDRED, AND NO/100 DOLLARS (\$23,300)**, over the course of the Contract Term, as follows:

1. **Compensation for Monthly Services – February 1, 2025, through June 30, 2025:** City shall compensate Consultant for the provision of Monthly Services, as that term is defined in **Exhibit A – Scope of Professional Services**, at the flat monthly rate of **THREE HUNDRED AND NO/100 DOLLARS PER MONTH (\$300.00/Month)** for all approved hours worked in compliance with the Contract Documents.
2. **Compensation for Monthly Services – July 1, 2025, through January 31, 2028:** City shall compensate Consultant for the provision of Monthly Services, as that term is defined in **Exhibit A – Scope of Professional Services**, at the flat monthly rate of **FIVE HUNDRED AND NO/100 DOLLARS PER MONTH (\$500.00/Month)** for all approved hours worked in compliance with the Contract Documents.
3. **Compensation for Annual Refresh of Compensation Study:** City shall pay Consultant for providing an annual refresh of the compensation study as requested and defined in Exhibit A – Scope of Professional Services, at the flat rate of **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000)**.

INVOICING PROCEDURE:

1. Consultant shall submit invoices no more often than once per calendar month to City for all professional services rendered during the preceding month.
2. All invoices submitted by Consultant shall include the City Contract Number, an Invoice Date, the and an itemized statement depicting the number of hours worked and narrative description of the work performed.
3. Consultant shall submit the original invoice to City through the responsible City Project Manager at: **City of Ocala, Human Resources Department**, Attn: **Todd Swanson**, 110 SE Watula Avenue, 3rd Floor, Ocala, Florida 34471, E-Mail: tswanson@ocalafl.gov.



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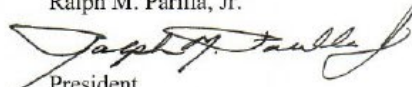
June 24, 2025

Mr. Christopher J. Watt, Esq.
Chief of Staff
City of Ocala
110 SE Watula Avenue
Ocala, FL34471

Dear Chris,

I wanted to let you know that I would be happy to renew the current agreement between Parilla & Associates and the City of Ocala for another three years at the rate of \$500 per month. If this is agreeable to you, please prepare a contract and send it to me for signature. Thank you.

Ralph M. Parilla, Jr.


President
Parilla & Associates