

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN ALACHUA COUNTY AND TERRY L. ZINN, NO. 11343**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County", and Terry L. Zinn, P.A., hereinafter referred to as "Professional". Collectively hereinafter, the County and Professional are referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, following the County issuance of a Request for Qualifications (RFQ) #19-24 and the subsequent February 22, 2019 appointment by the Alachua County Board of County Commissioners ("Board"), the Parties entered into the *Agreement for Professional Services between Alachua County and Terry L. Zinn* to provide services as a Code Enforcement Special Magistrate ("Agreement"); and

**WHEREAS**, following the Board re-appointing the Professional for an additional three-year term as a Special Magistrate, commencing February 23, 2022 through February 22, 2025, the Parties entered in the First Amendment to the Agreement, dated February 15, 2022; and

**WHEREAS**, in accordance Chapter 162 of the Florida Statutes and Chapter 24, Codes Enforcement, the Board re-appointed the Professional for an additional three-year term as a Special Magistrate commencing February 23, 2025, through February 22, 2028; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term and to do as otherwise provided herein.

**NOW THEREFORE**, the Parties agree as follows:

1. Amendment. Section #1.1 of the Agreement regarding *Term* is amended in its entirety to read as follows. All other subsections of Section #1 remain unchanged by this Amendment.

1.1 This Agreement is effective upon the date executed by both Parties and continues until February 22, 2028, unless earlier terminated as provided herein.

2. Amendment. Section #6.1 of the Agreement regarding *Method of Payment* is amended in its entirety to read as follows. All other subsections of Section #6 remain unchanged by this Amendment, unless otherwise specifically stated herein.

6.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of \$50,000.00, annually allocated in the following manner:

Services	Price
Hearing Time	\$170.00/hour
Non-Hearing Time	\$170.00/ hour for Legal Services
Non-Legal Secretarial Services when previously authorized by the County in writing	\$50.00/hour

3. Amendment. Section #6.3 of the Agreement as to the address for submitting invoice to the County is amended as follows. All other subsections of Section #6 remain unchanged by this Amendment, unless specifically stated herein.

Alachua County Code Administration  
 Attn: Legal Secretary  
 12 SE 1st Street  
 Gainesville, FL 32601

4. Amendment. Section #7 of the Agreement titled “Notice” is amended to change the address for the County as follows:

Alachua County Code Administration  
 Attn: Legal Secretary  
 12 SE 1st Street  
 Gainesville, FL 32601

5. This Second Amendment shall take effect upon execution by the Parties.
6. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the original Agreement between the Parties shall be and remain in full force and effect. In the event any of the previous amendments to the Agreement conflict with this SECOND Amendment, the provisions of this SECOND Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Michele Lieberman, County Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Alachua County Attorney's Office

**PROFESSIONAL**

By: *Terry L. Zinn*  
Terry L. Zinn  
Terry L. Zinn, P.A.  
Date: 11/7/2024

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7 day of November, 2024, by Terry L. Zinn, as President of Terry L. Zinn, P.A.

*Jaclyn Sheree Trenteseaux*  
Signature of Notary Public - State of FL

\_\_\_\_\_  
Print, Type, or Stamp Name of Notary Public

