

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is entered into by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **Davis & Associates, P.A.**, a law firm licensed to do business in the State of Florida (“Firm”) (collectively, “Parties”) effective this 3rd day of June, 2025.

RECITALS

WHEREAS, on September 20, 2022, pursuant to Resolution 2022-57, the Town and Firm entered into an agreement for the provision of Special Magistrate services (“Professional Services Agreement”); and

WHEREAS, the Term of the Professional Services Agreement is for three (3) years with two (2) optional one (1) year extensions, which may be exercised by the Town Manager on behalf of the Town; and

WHEREAS, the expiration date of the Professional Services Agreement is September 19, 2025; and

WHEREAS, the Parties desire to exercise the first optional one-year renewal, amend the Professional Services Agreement to increase the hourly rate from One Hundred Ninety-Five Dollars (\$195.00) to Two Hundred Dollars (\$200.00), and to include a required human trafficking certification; and

WHEREAS, the purpose of this First Amendment is to amend the Professional Services Agreement for the provision of the special magistrate services by the Firm; and

WHEREAS, the Town finds entering into this First Amendment serves a valid purpose.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and Firm agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this First Amendment as true and correct statements.

SECTION 2: TERM. Pursuant to Section 4, “Term and Termination” of the Professional Services Agreement, the parties desire to exercise the first optional extension for one year, effective on September 20, 2026, through September 19, 2027.

SECTION 3: AMENDMENT TO COMPENSATION PROVISION. Section 5, “Compensation” of the Professional Services Agreement is hereby amended to increase the hourly rate from One Hundred Ninety-Five Dollars (\$195.00) to Two Hundred Dollars (\$200.00) as follows:

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate Firm for services provided in the amount of ~~One Hundred Ninety-Five~~ Two Hundred Dollars (~~\$195.00~~\$200.00) per hour for hearings, legal research services, and preparation of orders. The Firm may charge for travel time to and from the hearings at one-half (1/2) the hourly rate. The Firm shall also be permitted to charge the Town an administrative fee of four percent (4%) to cover the costs

of copies, faxes, and other administrative activities.

b. Invoices. Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Firm's invoice, in accordance with the Local Government Prompt Payment Act. Invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

SECTION 4: NO OTHER CHANGES. Except as expressly amended herein, all terms and conditions of the Professional Services Agreement shall remain in full force and effect.

SECTION 5: ENTIRE AGREEMENT. The Town and the Firm agree that this First Amendment and the Professional Services Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 6: COUNTERPARTS. This First Amendment may be executed in one or more counterparts and/or electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this First Amendment.

SECTION 7: ANTI-HUMAN TRAFFICKING. By signing this First Amendment as set forth below, the Firm's authorized representative attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth at the beginning of this document.

ATTESTS:

TOWN OF LOXAHATCHEE GROVES

By: _____
Valerie Oaks, Town Clerk

By: _____
Francine Ramaglia, Town Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Office of the Town Attorney

DAVIS & ASSOCIATES, P.A.

By: _____
Keith W. Davis
Managing Shareholder

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this ___ day of _____ 2025, by _____, as the _____ [title] of Davis & Associates, P.A., who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and he or she is duly authorized to execute the foregoing instrument and bind Davis & Associates, P.A., to the same.

Notary Public Signature

Notary Seal: