

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
BRETT L. SWIGERT
RELATING TO OUTSIDE LEGAL SERVICES**

This is an Agreement between LAKE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, herein referred to as "COUNTY," by and through its Board of County Commissioners, and BRETT L. SWIGERT, herein referred to as "ATTORNEY."

WITNESSETH:

WHEREAS, COUNTY determined that it is necessary to obtain outside legal counsel to act as attorney/guardian/administrator ad Litem in certain foreclosure cases and interpleader actions; and

WHEREAS, COUNTY previously solicited applications from members of the Lake County Bar Association to serve in such capacity; and

WHEREAS, ATTORNEY is licensed to practice law in the State of Florida and is experienced in guardianship and foreclosure; and

WHEREAS, COUNTY and ATTORNEY entered into an agreement for ATTORNEY to provide outside legal services to COUNTY, but the agreement has since expired; and

WHEREAS, the parties now wish to enter into a new Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Section 1. County shall retain and employ ATTORNEY to act as outside legal counsel in the capacity of attorney/guardian/administrator ad litem in certain foreclosure cases and interpleader actions. ATTORNEY agrees that the COUNTY is under no obligation to submit to ATTORNEY any specific number of cases, and acknowledges that ATTORNEY shall receive cases on an as needed basis only. No additional legal work will be performed by ATTORNEY without the consent of the COUNTY.

Section 2. ATTORNEY accepts the employment and agrees to render to the best of his ability the services described herein during the term of this Agreement.

Section 3. As compensation for legal services provided by ATTORNEY, COUNTY shall pay to ATTORNEY the sum of One Hundred Fifteen Dollars (\$115.00) per hour, or fraction thereof, for time spent by ATTORNEY in providing such legal services. ATTORNEY shall submit to COUNTY on a monthly basis a detailed statement of time spent. Additionally, COUNTY shall reimburse ATTORNEY for automobile mileage at the rate established by law

for income tax purposes and fifteen cents (\$0.15) per page for photocopies, along with actual postage expended, as documented in ATTORNEY's monthly statement. The COUNTY shall make payment on all invoices in accordance with the provisions of the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 4. The term of this Agreement shall commence upon the day this Agreement is approved by the COUNTY, and shall continue until September 30, 2011. The Agreement shall automatically renew for successive one (1) year terms until either party terminates this Agreement by providing thirty (30) days written notice of such termination to the other party.

Section 5. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served or delivered, if delivered by hand or mailed by United States registered or certified mail, or sent by facsimile, addressed as follows:

If to ATTORNEY:
Brett L. Swigert
Brett L. Swigert, P.A.
1231 County Road 452
P.O. Box 680
Eustis, Florida 32727

If to COUNTY:
County Attorney
County Administration Building
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778-7800

Each party may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Section 6. This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 7. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

{Remainder of page left intentionally blank.}

Agreement between Lake County and Brett L. Swigert for provision of outside legal services

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; LAKE COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the 1st day of June, 2010, and BRETT L. SWIGERT duly authorized to execute the same.

ATTORNEY


Brett L. Swigert

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Welton G. Cadwell, Chairman

This 7th day of June, 2010.

Approved as to form and legality:


Melanie N. Marsh
Acting County Attorney