

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the "Miscellaneous" provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. The Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provision of paragraph 7 of the Agreement shall remain in full force and effort and shall apply to communications, documents, and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate of Insurance: The Consultant shall provide the County with Certificate of Insurance clearly evidencing that all coverages, limits, and endorsements required by the Agreement are maintained and in full force and effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law: All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida.

■ ■ ■
de la Parte & Gilbert, P.A.
ATTORNEYS AT LAW

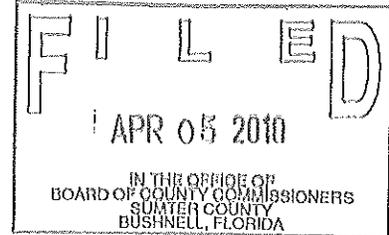
Vivian Arenas-Battles
Michael R. Bray
David M. Caldevilla
Edward P. de la Parte, Jr.
Richard A. Gilbert
Daniel J. McBreen

Patrick J. McNamara
Eric D. Nowak
Nicolas O. Porter
Kristin Y. Melton
Louis A. de la Parte, Jr.
Founder (1929-2008)

April 1, 2010

VIA U.S. MAIL

Mr. Bradley Arnold
Sumter County Administrator
910 N. Main Street, Suite #201
Bushnell, FL 33513



Re: Assignment and Amendment of Consulting Agreement

Dear Brad:

Please find enclosed an original of the fully executed Assignment and Amendment of Consulting Agreement between de la Parte & Gilbert, P.A. and Sumter County with acceptance and consent of the below referenced expert, together with the Certificate of Insurance, for the following project:

CR 139/CR 462

- Intracoastal Builder's Corporation

Please present the Assignment to the Sumter County Board of County Commissioners for approval at the next available regular meeting. Call me if you have any questions concerning this matter or need additional information.

Sincerely,

de la PARTE & GILBERT, P.A.

Vivian Arenas-Battles

VAB/ca

Enclosures

cc: Derrill L. McAteer, Esq. (w/encl.) (Via U.S. Mail)

Copy To:

Commrs _____

Co Atty _____

Co Fin _____

Other _____

Pub Wks Div _____

Bldg & Dev Div _____

Admin Div _____

Com Svcs Div _____

205822v3

**ASSIGNMENT AND AMENDMENT OF CONSULTING AGREEMENT
CR 139/462**

This ASSIGNMENT AND AMENDMENT OF CONTRACT is entered into between de la Parte and Gilbert, P.A., Post Office Box 2350, Tampa, Florida ("Assignor") and Sumter County, Florida ("Assignee" or "County") with the acceptance and consent of Intracoastal Builder's Corporation, 14286-19 Beach Boulevard, #396, Jacksonville, Florida, 32250 ("Consultant").

**WITNESSETH
(RECITALS)**

WHEREAS, Assignor and Consultant entered into an Agreement for Professional Consulting Services (the "Agreement"), which included a defined scope of services on or about July 24, 2009, and;

WHEREAS, Assignor wishes to assign its rights, duties, and all other benefits or burdens of privity with Consultant under the Agreement to Assignee, with the approval of Consultant, and;

WHEREAS, Assignee wishes to amend certain portions of the Agreement with the approval of Consultant.

THEREFORE, in consideration of the foregoing premises, and adopting the recitals above as if stated herein, Assignor, Assignee, and Consultant hereby enter into this Assignment and Amendment of Contract (the "Assignment") and further state:

1. All professional consulting services required under the Agreement (attached hereto and incorporated herein as Exhibit "A"), Paragraph 1, "Scope of Service", shall be performed for the County directly, and Consultant shall invoice the County directly, and privity shall from the effective date of this Assignment forward exist between the County and Consultant. Assignor assigns all rights, duties and benefits of the Agreement to the County, and is hereby relieved of all liabilities associated with the Agreement arising from the date of execution of this Assignment forward.

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the "Miscellaneous" provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. Notwithstanding any other provision of this Assignment and Amendment of Consulting Agreement, the Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provisions of paragraph 7 of the Agreement (Confidential Documents and Information) shall remain in full force and effort and shall apply to communications among and any documents and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate(s) of Insurance: The Consultant shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required by the Agreement are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that insurance coverage will cancel or expire during the period of the Agreement as assigned, the Consultant agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Assignment or the Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

6. Any provision of the original Agreement not addressed by this Assignment shall remain in full force and effect. If any conflict shall arise between the terms of the Agreement and this Assignment, the terms of this Assignment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below and evidence there agreement to its terms through such execution. This Assignment shall become effective upon the date of the last signature provided below, and such date shall be the "Effective Date" of the Assignment.

ATTEST:GLORIA HAYWARD
Sumter County Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
(ASSIGNEE)

Deputy Clerk

Doug Gilpin, Chairman

Date: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

Date: 3/22/10

CONSULTANT
By: [Signature]
Intracoastal Builder's Corporation

Date: 4-1-10

DE LA PARTE AND GILBERT, P.A.
(ASSIGNOR)
By: [Signature]
Vivian Arenas-Battles

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between de la Parte & Gilbert, P.A., Post Office Box 2350, Tampa, Florida 33601-2350 (the "Law Firm"), and Intracoastal Builder's Corporation, 14286-19 Beach Boulevard, #396, Jacksonville, Florida, 32250 (the "Consultant").

W I T N E S E T H

WHEREAS, it is the Law Firm's desire to retain the Consultant to provide professional consulting services, as provided herein; and

WHEREAS, it is the Consultant's desire to provide professional consulting services to the Law Firm, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, the Law Firm and the Consultant, intending to be legally bound hereby agree as follows:

1. **SCOPE OF SERVICE.** The Law Firm retains the Consultant to provide professional consulting services on behalf of Sumter County, Florida (the "County") in connection with its proposed improvements associated with the County Road 139/462 project and any eminent domain proceedings arising therefrom or pertaining thereto. Such professional consulting services shall be requested and assigned by the Law Firm. The scope of said professional consulting services include but are not limited to attending hearings, attending mediations, attending trial preparation meetings, attending site inspections, preparing trial exhibits and providing expert testimony at depositions, hearings, trial, and fee hearings regarding construction costs and providing his expert opinion as a general contractor.
 - (a) The Consultant shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
 - (b) The Consultant shall perform professional consulting services as an independent contractor and the Consultant shall not be considered an employee or agent of the Law Firm or the County for any purpose. The Consultant shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the Consultant. The Consultant shall comply with all workmen's compensation, employers liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the Consultant is responsible for paying all income and employment taxes and the Law Firm shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.
 - (c) The Consultant's work shall be conducted under the supervision of Matthew M. Reimer, who shall be considered "key personnel" for purposes of this Agreement. If at any time during the term of this Agreement, the Consultant desires a change in



supervisory personnel, the Consultant shall first obtain written approval from the Law Firm.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect as of July 1, 2009, and shall continue until completion of the jury trial on full compensation and/or damages in the case referenced in Section 1 above, and any fee hearing resulting therefrom unless earlier terminated pursuant to Section 6.

3. **COMPENSATION AND EXPENSES.** Compensation for services rendered and expenses incurred by the Consultant pursuant to this Agreement are as follows:

(a) The Law Firm shall pay the Consultant for expert witness services rendered pursuant to Section 1 of this Agreement according to the following hourly rates:

Principal.....\$120.00

In addition to said hourly rates, the Law Firm shall reimburse the Consultant for all reasonable expenses for exhibit preparation, related support materials, and travel expenses (subject to the limitations of Section 112.061, Florida Statutes); provided, the Consultant: (i) maintains appropriate documentation substantiating the expense, (ii) discloses such claim is true and correct as to every material matter, and (iii) honors a claim for refund by the Law Firm should such reimbursement be in excess of the statutory limit.

4. **PAYMENT OF FEES AND EXPENSES.** The Consultant shall bill the Law Firm on a monthly basis and each billing invoice shall provide a detailed description of services performed and chargeable expenses incurred during the period covered by the billing invoice, together with supporting documentation. If the Consultant has not violated the terms of this Agreement, the Law Firm shall pay all reasonable charges within 30 days of receiving payment from the County. Alternatively, the Law Firm may forward the invoice to the County for direct payment by the County. The Consultant agrees to accept payment directly from the County.

5. **DISCRIMINATION.** The Consultant assures the Law Firm it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Consultant does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any form or manner against the Consultant's employees or applicants for employment. The Consultant understands and agrees this Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.

6. **TERMINATION.** The Law Firm may terminate this Agreement upon ten (10) days advance written notice to the Consultant. In the event of termination, the Consultant shall

immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the Law Firm. Upon termination, the Consultant shall provide and turn over to the Law Firm all data, exhibits, materials, and analyses prepared up to and including the date of such termination.

7. CONFIDENTIAL DOCUMENTS AND INFORMATION.

- (a) All documents prepared by the Consultant pursuant to this Agreement are prepared by or at the direction of the Law Firm's counsel in preparation for or in anticipation of litigation as contemplated by Section 119.07(3)(n), Florida Statutes.
- (b) In the course of performing services under this Agreement, it is possible that certain confidential information will be revealed to the Consultant by the Law Firm or the County, or that the Consultant will obtain knowledge of such confidential information through other sources. The Consultant will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the Law Firm or the County, unless: (a) authorized to do so in writing by the Law Firm or the County, or (b) lawfully compelled to do so by order of a court of competent jurisdiction.

8. CONFLICTS OF INTEREST. The Consultant shall decline proffered employment or continued employment by another client if the exercise of its professional consulting services on behalf of the County under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the Consultant from being considered for work on another project or task administered by the County.

9. INDEMNIFICATION. The Consultant shall indemnify and hold harmless the Law Firm, the County, and their board members, officers, agents, and employees from and against all claims, damages, losses and expenses direct or indirect or consequential including costs, attorney and witness fees and expenses incident thereto which are attributable to bodily and personal injury, sickness, disease, death, or damage to property arising out of or in connection with, the negligent acts or omissions provided by the Consultant, its employees, or agents.

10. INSURANCE. The Consultant shall, at its sole cost and expense, at all times during this Agreement, maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by personal liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of the Consultant or its employees in its

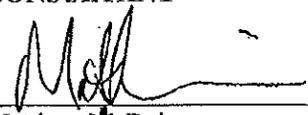
performance of this Agreement.

11. MISCELLANEOUS.

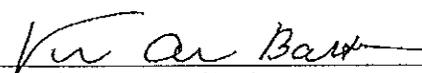
- (a) The Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
- (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Law Firm, the County, or the Consultant.
- (c) The Consultant shall not sublet, assign, or transfer any work under this Agreement without the Law Firm's prior written consent.
- (d) No changes or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.
- (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

Date: 7/20/09

By: 
Matthew M. Reimer
President
Intracoastal Builders Corporation

Date: 7-24-09

By: 
Vivian Arenas-Battles
dc la PARTE & GILBERT, P.A

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JT INTRA-2	DATE (MM/DD/YYYY) 03/31/10
PRODUCER All Lines Insurance Agency Inc 4828 Blanding Blvd suite 1 Jacksonville FL 32210-7390 Phone: 904-384-0783 Fax: 904-384-0550	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Intracoastal Builders Corp Attn: Matthew Reimer 14286-19 Beach Boulevard, #396 Jacksonville FL 32250	INSURERS AFFORDING COVERAGE	NAIC # 10190	
	INSURER A: Southern-Owners Insurance Co		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Non Owned Auto GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	78754642	09/10/09	09/10/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000 H/NO Auto 1000000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	4777841900	09/10/09	09/10/10	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

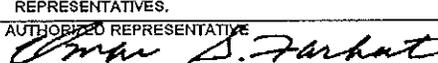
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

de la Parte & Gilbert, P.A.
 Suite 2000
 101 E. Kennedy Blvd.
 Tampa FL 33602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JT INTRA-2	DATE (MM/DD/YYYY) 03/31/10
PRODUCER All Lines Insurance Agency Inc 4828 Blanding Blvd Suite 1 Jacksonville FL 32210-7390 Phone: 904-384-0783 Fax: 904-384-0550		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Intracoastal Builders Corp Attn: Matthew Reimer 14286-19 Beach Boulevard, #396 Jacksonville FL 32250		INSURERS AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Co INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 10190

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Non Owned Auto GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	78754642	09/10/09	09/10/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000 H/NO Auto 1000000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	4777841900	09/10/09	09/10/10	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Sumter County BOCC 910 N. Main Street, Suite 201 Bushnell FL 33513	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

■ ■ ■
de la Parte & Gilbert, P.A.

ATTORNEYS AT LAW

Vivian Arenas-Battles
Michael R. Bray
David M. Caldevilla
Edward P. de la Parte, Jr.
Richard A. Gilbert
Daniel J. McBreen

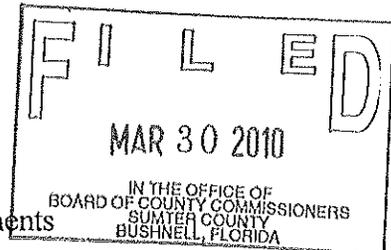
Patrick J. McNamara
Kristin Y. Melton
Eric D. Nowak
Nicolas O. Porter

Louis A. de la Parte, Jr.
Founder (1929-2008)

March 26, 2010

VIA U.S. MAIL

Mr. Bradley Arnold
Sumter County Administrator
910 N. Main Street, Suite #201
Bushnell, FL 33513



Re: Assignment and Amendment of Consulting Agreements

Dear Brad:

Please find enclosed originals of the fully executed Assignment and Amendment of Consulting Agreements between de la Parte & Gilbert, P.A. and Sumter County with acceptance and consent of the below referenced experts, together with their respective Certificates of Insurance, for the following projects:

CR 468/Four Lane

- Engelhardt, Hammer and Associates, Inc.
- Landon, Moree and Associates, Inc.
- Weigel-Veasey Appraisers, Inc.

CR 139/CR 462

- Engelhardt, Hammer and Associates, Inc.
- Kimley Horn and Associates, Inc.
- Farner Barley and Associates, Inc.
- Weigel-Veasey Appraisers, Inc.

CR 468 / Turnpike

- Weigel-Veasey Appraisers, Inc.

Please present the assignments to the Sumter County Board of County Commissioners for approval. Call me if you have any questions or need additional information.

Sincerely,

de la PARTE & GILBERT, P.A.

Vivian Arenas-Battles

VAB/ca
Enclosures

cc: Derrill L. McAteer, Esq. (w/encl.) (Via U.S. Mail)

205822v2

101 East Kennedy Blvd., Suite 2000 | Tampa, Florida 33602
Mailing Address: Post Office Box 2350 | Tampa, Florida 33601-2350
T: (813) 229-2775 F: (813) 229-2712 | www.dgfirm.com

**ASSIGNMENT AND AMENDMENT OF CONSULTING AGREEMENT
CR 468/(Four Lane)**

This ASSIGNMENT AND AMENDMENT OF CONTRACT is entered into between de la Parte and Gilbert, P.A., Post Office Box 2350, Tampa, Florida (“Assignor”) and Sumter County, Florida (“Assignee” or “County”) with the acceptance and consent of Engelhardt, Hammer and Associates, Inc., 3001 Rocky Point Drive, Suite 300, Tampa, Florida 33607 (“Consultant”).

**WITNESSETH
(RECITALS)**

WHEREAS, Assignor and Consultant entered into an Amended Agreement for Professional Consulting Services (the “Agreement”), which included a defined scope of services on or about November 6, 2006, and;

WHEREAS, Assignor wishes to assign its rights, duties, and all other benefits or burdens of privity with Consultant under the Agreement to Assignee, with the approval of Consultant, and;

WHEREAS, Assignee wishes to amend certain portions of the Agreement with the approval of Consultant.

THEREFORE, in consideration of the foregoing premises, and adopting the recitals above as if stated herein, Assignor, Assignee, and Consultant hereby enter into this Assignment and Amendment of Contract (the “Assignment”) and further state:

1. All professional consulting services required under the Agreement (attached hereto and incorporated herein as Exhibit “A”), Paragraph 1, “Scope of Service”, shall be performed for the County directly, and Consultant shall invoice the County directly, and privity shall from the effective date of this Assignment forward exist between the County and Consultant. Assignor assigns all rights, duties and benefits of the Agreement to the County, and is hereby relieved of all liabilities associated with the Agreement arising from the date of execution of this Assignment forward.

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the “Miscellaneous” provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. Notwithstanding any other provision of this Assignment and Amendment of Consulting Agreement, the Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provisions of paragraph 7 of the Agreement (Confidential Documents and Information) shall remain in full force and effort and shall apply to communications among and any documents and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate(s) of Insurance: The Consultant shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required by the Agreement are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that insurance coverage will cancel or expire during the period of the Agreement as assigned, the Consultant agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Assignment or the Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

6. Any provision of the original Agreement not addressed by this Assignment shall remain in full force and effect. If any conflict shall arise between the terms of the Agreement and this Assignment, the terms of this Assignment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below and evidence there agreement to its terms through such execution. This Assignment shall become effective upon the date of the last signature provided below, and such date shall be the "Effective Date" of the Assignment.

ATTEST:GLORIA HAYWARD
Sumter County Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
(ASSIGNEE)

Deputy Clerk

Doug Gilpin, Chairman

Date: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

Date: March 10, 2010

CONSULTANT

By: Ethel Hammer
Ethel D. Hammer
for Engelhardt, Hammer and Associates,
Inc.

Date: 3-17-10

DE LA PARTE AND GILBERT, P.A.
(ASSIGNOR)

By: Vivian Arenas-Battles
Vivian Arenas-Battles

AMENDED AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between de la Parte & Gilbert, P.A., Post Office Box 2350, Tampa, Florida 33601-2350 (the "Law Firm"), and Engelhardt, Hammer & Associates, Inc., 3001 N. Rocky Point Drive, Suite 300, Tampa, Florida 33607-5810 (the "Consultant").

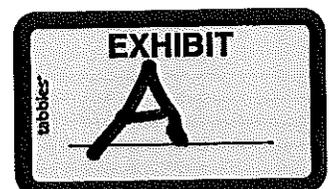
WITNESETH

WHEREAS, it is the Law Firm's desire to retain the Consultant to provide professional consulting services, as provided herein; and

WHEREAS, it is the Consultant's desire to provide professional consulting services to the Law Firm, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, the Law Firm and the Consultant, intending to be legally bound hereby agree as follows:

1. **SCOPE OF SERVICE.** The Law Firm retains the Consultant to provide professional consulting services on behalf of Sumter County, Florida (the "County") in connection with its proposed improvements to County Road 468 and any eminent domain proceedings arising therefrom or pertaining thereto. Such professional consulting services shall be requested and assigned by the Law Firm. The scope of said professional consulting services include but are not limited to the preparation of land planning reports and related land planning services, as described in Exhibit "A".
 - (a) The Consultant shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
 - (b) The Consultant shall perform professional consulting services as an independent contractor and the Consultant shall not be considered an employee or agent of the Law Firm or the County for any purpose. The Consultant shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the Consultant. The Consultant shall comply with all workmen's compensation, employers liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the Consultant is responsible for paying all income and employment taxes and the Law Firm shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.
 - (c) The Consultant's work shall be conducted under the supervision of Ethel D. Hammer, who shall be considered "key personnel" for purposes of this Agreement. If at any time during the term of this Agreement, the Consultant desires



a change in supervisory personnel, the Consultant shall first obtain written approval from the Law Firm.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect as of September 28, 2006, and shall continue until completion of the land planning reports, unless earlier terminated pursuant to Section 6.
3. **COMPENSATION AND EXPENSES.** The Law Firm shall pay the Consultant the amount of \$17,000.00.
4. **PAYMENT OF FEES AND EXPENSES.** The Consultant shall bill the Law Firm upon completion of the land planning reports. If the Consultant has not violated the terms of this Agreement, the Law Firm shall pay all reasonable charges within 30 days of receiving payment from the County. Alternatively, the Law Firm may forward the invoice to the County for direct payment by the County. The Consultant agrees to accept payment directly from the County.
5. **DISCRIMINATION.** The Consultant assures the Law Firm it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Consultant does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any form or manner against the Consultant's employees or applicants for employment. The Consultant understands and agrees this Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.
6. **TERMINATION.** The Law Firm may terminate this Agreement upon ten (10) days advance written notice to the Consultant. In the event of termination, the Consultant shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the Law Firm. Upon termination, the Consultant shall provide and turn over to the Law Firm all data, exhibits, materials, and analyses prepared up to and including the date of such termination.
7. **CONFIDENTIAL DOCUMENTS AND INFORMATION.**
 - (a) All documents prepared by the Consultant pursuant to this Agreement are prepared by or at the direction of the Law Firm's counsel in preparation for or in anticipation of litigation as contemplated by Section 119.07(3)(n), Florida Statutes.
 - (b) In the course of performing services under this Agreement, it is possible that certain confidential information will be revealed to the Consultant by the Law Firm or the County, or that the Consultant will obtain knowledge of such confidential

information through other sources. The Consultant will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the Law Firm or the County, unless: (a) authorized to do so in writing by the Law Firm or the County, or (b) lawfully compelled to do so by order of a court of competent jurisdiction.

8. **CONFLICTS OF INTEREST.** The Consultant shall decline proffered employment or continued employment by another client if the exercise of its professional consulting services on behalf of the County under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the Consultant from being considered for work on another project or task administered by the County.
9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the Law Firm, the County, and their board members, officers, agents, and employees from and against all claims, damages, losses and expenses direct or indirect or consequential including costs, attorney and witness fees and expenses incident thereto which are attributable to bodily and personal injury, sickness, disease, death, or damage to property arising out of or in connection with, the negligent acts or omissions provided by the Consultant, its employees, or agents.
10. **INSURANCE.** The Consultant shall, at its sole cost and expense, at all times during this Agreement, maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by personal liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of the Consultant or its employees in its performance of this Agreement.
11. **MISCELLANEOUS.**
 - (a) The Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
 - (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Law Firm, the County, or the Consultant.
 - (c) The Consultant shall not sublet, assign, or transfer any appraisal work under this Agreement without the Law Firm's prior written consent.
 - (d) No changes or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.

- (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

CONSULTANT

Date: 10-26-06

By: Ethel D. Hammer
Ethel D. Hammer
Engelhardt, Hammer & Associates, Inc.

LAW FIRM

Date: Nov 6, 2006

By: David M. Caldevilla
David M. Caldevilla

EXHIBIT "A"



ENGELHARDT, HAMMER & ASSOCIATES

Planning Engineering Landscape Architecture

3001 North Rocky Point Drive East, Suite 300, Tampa, FL 33607

Telephone 813 282-3855 FAX 813 286-2308

MEMORANDUM

TO: Vivian Arenas, Esquire
FROM: Ethel D. Hammer and Jan A. Norsoph
DATE: October 19, 2006
RE: Sumter County: C.R. 468 Project; Revised Proposal

Engelhardt, Hammer & Associates, Inc. (EHA) appreciates the opportunity to submit a fee proposal for planning services for the Sumter County C.R. 468 project for Parcels G26=003, G26=004, G27=003, G34=006 and G34=008. Pursuant to the information provided by you, discussion with Ed Futral and review of the Right-Of-Way maps, the planning tasks for these parcels, except G26=004, include the following:

1. Site/neighborhood inspection
2. Research future land use and zoning designations
3. Research surrounding developments/rezonings/Wildwood Springs DRI
4. Research annexation potential
5. Analyze current/potential development entitlements
6. Research land development regulations (including billboards)
7. Analyze before/after condition nonconformities
8. Research Proposed Florida Turnpike/C.R. 468 interchange
9. Prepare planning analysis report
10. Prepare exhibits for planning analysis report
11. Meetings with County, attorney, appraiser and other experts
12. Meetings with County staff

The estimated fees are as follows:

- Parcel G26=003: \$4,000
- Parcel G27=003: \$4,000
- Parcel G34=006: \$4,000
- Parcel G34=008: \$4,000
- Parcel G26=004: \$1,000 (sign research/analysis and assist on cure plan)

The fee proposal is based on the economy associated with working on multiple parcels. Therefore, EHA reserves the right to revise the fee proposal if parcels are eliminated or added.

The proposal does not include preparing before or after conceptual development plans. Please contact Jan or me if you have any questions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEIL SHOAF STATE FARM 3224 W. KENNEDY BOULEVARD TAMPA, FLORIDA 33609 	CONTACT NAME: NEIL SHOAF PHONE (A/C No. Ext.): 813-879-7808 FAX (A/C No.): 813-876-9995 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 1856	
	INSURER(S) AFFORDING COVERAGE	
INSURED ENGELHARDT, HAMMER & ASSOC INC 4343 ANCHOR PLAZA PKWY STE 220 TAMPA FL 33634-7549	INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 26178	
	INSURER B: State Farm Fire and Casualty Company 26143	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JEOT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES, (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMMOD ACC \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			302 2234-D19-59Q	04/19/2009	04/19/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA UAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS UAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISION below	Y/N		98-BF-C601-3 F	07/27/2009	07/27/2010	<input type="checkbox"/> NO STATUTORY LIMIT <input type="checkbox"/> OTH. FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER SUMTER COUNTY 910 N. MAIN STREET BUSHNELL, FLORIDA 33513	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marlene Castro for Neil Shoaf</i>
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**ASSIGNMENT AND AMENDMENT OF CONSULTING AGREEMENT
CR 468/(Four Lane)**

This ASSIGNMENT AND AMENDMENT OF CONTRACT is entered into between de la Parte and Gilbert, P.A., Post Office Box 2350, Tampa, Florida ("Assignor") and Sumter County, Florida ("Assignee" or "County") with the acceptance and consent of Landon, Moree and Associates, Inc, 31622 U.S. Highway 19 North, Palm Harbor, Florida 34684 ("Consultant").

**WITNESSETH
(RECITALS)**

WHEREAS, Assignor and Consultant entered into an Agreement for Professional Consulting Services (the "Agreement"), which included a defined scope of services on or about September 25, 2006, and;

WHEREAS, Assignor wishes to assign its rights, duties, and all other benefits or burdens of privity with Consultant under the Agreement to Assignee, with the approval of Consultant, and;

WHEREAS, Assignee wishes to amend certain portions of the Agreement with the approval of Consultant.

THEREFORE, in consideration of the foregoing premises, and adopting the recitals above as if stated herein, Assignor, Assignee, and Consultant hereby enter into this Assignment and Amendment of Contract (the "Assignment") and further state:

1. All professional consulting services required under the Agreement (attached hereto and incorporated herein as Exhibit "A"), Paragraph 1, "Scope of Service", shall be performed for the County directly, and Consultant shall invoice the County directly, and privity shall from the effective date of this Assignment forward exist between the County and Consultant. Assignor assigns all rights, duties and benefits of the Agreement to the County, and is hereby relieved of all liabilities associated with the Agreement arising from the date of execution of this Assignment forward.

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the "Miscellaneous" provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. Notwithstanding any other provision of this Assignment and Amendment of Consulting Agreement, the Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provisions of paragraph 7 of the Agreement (Confidential Documents and Information) shall remain in full force and effort and shall apply to communications among and any documents and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate(s) of Insurance: The Consultant shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required by the Agreement are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that insurance coverage will cancel or expire during the period of the Agreement as assigned, the Consultant agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Assignment or the Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

6. Any provision of the original Agreement not addressed by this Assignment shall remain in full force and effect. If any conflict shall arise between the terms of the Agreement and this Assignment, the terms of this Assignment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below and evidence there agreement to its terms through such execution. This Assignment shall become effective upon the date of the last signature provided below, and such date shall be the "Effective Date" of the Assignment.

ATTEST:GLORIA HAYWARD
Sumter County Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
(ASSIGNEE)

Deputy Clerk
Date:_____

Doug Gilpin, Chairman

SIGNATURES CONTINUE ON FOLLOWING PAGE

Date: 3-10-10

~~CONSULTANT~~

By: ~~_____~~
Leland E. Moree, III, P.E., P.L.S.
for Landon, Moree and Associates, Inc.

Date: 3-17-10

DE LA PARTE AND GILBERT, P.A.
(ASSIGNOR)

By: Vivian Arenas-Battles
Vivian Arenas-Battles

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between de la Parte & Gilbert, P.A., Post Office Box 2350, Tampa, Florida 33601-2350 (the "**Law Firm**"), and Landon, Moree & Associates, Inc., 31622 U.S. Highway 19 North, Palm Harbor, Florida 34684 (the "**Consultant**").

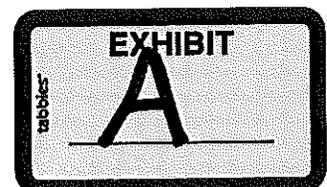
WITNESSETH

WHEREAS, it is the Law Firm's desire to retain the Consultant to provide professional consulting services, as provided herein; and

WHEREAS, it is the Consultant's desire to provide professional consulting services to the Law Firm, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, the Law Firm and the Consultant, intending to be legally bound hereby agree as follows:

1. **SCOPE OF SERVICE.** The Law Firm retains the Consultant to provide professional consulting services on behalf of Sumter County, Florida (the "**County**") in connection with its proposed improvements to County Road 468 and any eminent domain proceedings arising therefrom or pertaining thereto. Such professional consulting services shall be requested and assigned by the Law Firm. The scope of said professional consulting services include but are not limited to engineering services, preparation of engineering reports, attending trial preparation meetings, attending site inspections, preparing trial exhibits, and providing expert testimony at depositions, hearings, and trial.
 - (a) The Consultant shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
 - (b) The Consultant shall perform professional consulting services as an independent contractor and the Consultant shall not be considered an employee or agent of the Law Firm or the County for any purpose. The Consultant shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the Consultant. The Consultant shall comply with all workmen's compensation, employers liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the Consultant is responsible for paying all income and employment taxes and the Law Firm shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.
 - (c) The Consultant's work shall be conducted under the supervision of Leland E. Moree, III, P.E., P.L.S. who shall be considered "key personnel" for purposes of this Agreement. If at any time during the term of this Agreement, the Consultant desires



a change in supervisory personnel, the Consultant shall first obtain written approval from the Law Firm.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect as of September 14, 2006, upon its full and complete execution by the Law Firm and the Consultant, and shall continue until completion of the jury trial on full compensation and/or damages in the case referenced in Section 1 above, unless earlier terminated pursuant to Section 6.

3. **COMPENSATION AND EXPENSES.** Compensation for services rendered and expenses incurred by the Consultant pursuant to this Agreement are as follows:

(a) The Law Firm shall pay the Consultant for an initial engineering report, in an amount not to exceed \$2,750.00, which total amount includes a property inspection.

(b) For services not encompassed by the foregoing, the Law Firm shall pay the Consultant for expert witness services rendered pursuant to Section 1 of this Agreement according to the following hourly rates:

Principal Engineer	\$150.00
Project Engineer.....	\$120.00
CAD Tech	\$85.00

In addition to said hourly rates, the Law Firm shall reimburse the Consultant for all reasonable expenses for exhibit preparation, related support materials, and travel expenses (subject to the limitations of Section 112.061, Florida Statutes); provided, the Consultant: (i) maintains appropriate documentation substantiating the expense, (ii) discloses such claim is true and correct as to every material matter, and (iii) honors a claim for refund by the Law Firm should such reimbursement be in excess of the statutory limit.

4. **PAYMENT OF FEES AND EXPENSES.** The Consultant shall bill the Law Firm for the amount of services and the billing invoice shall provide a detailed description of services performed and chargeable expenses incurred during the period covered by the billing invoice, together with supporting documentation. If the Consultant has not violated the terms of this Agreement, the Law Firm shall forward the invoice to the County for direct payment by the County. The Consultant agrees to accept payment directly from the County.

5. **DISCRIMINATION.** The Consultant assures the Law Firm it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Consultant does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any form or manner against the Consultant's employees or applicants for employment. The Consultant understands and agrees this Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws; executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.

6. **TERMINATION.** The Law Firm may terminate this Agreement upon ten (10) days advance written notice to the Consultant. In the event of termination, the Consultant shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the Law Firm. Upon termination, the Consultant shall provide and turn over to the Law Firm all data, exhibits, materials, and analyses prepared up to and including the date of such termination.

7. **CONFIDENTIAL DOCUMENTS AND INFORMATION.**
 - (a) All documents prepared by the Consultant pursuant to this Agreement are prepared by or at the direction of the Law Firm's counsel in preparation for or in anticipation of litigation as contemplated by Section 119.07(3)(n), Florida Statutes.

 - (b) In the course of performing services under this Agreement, it is possible that certain confidential information will be revealed to the Consultant by the Law Firm or the County, or that the Consultant will obtain knowledge of such confidential information through other sources. The Consultant will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the Law Firm or the County, unless: (a) authorized to do so in writing by the Law Firm or the County, or (b) lawfully compelled to do so by order of a court of competent jurisdiction.

8. **CONFLICTS OF INTEREST.** The Consultant shall decline proffered employment or continued employment by another client if the exercise of its professional consulting services on behalf of the County under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the Consultant from being considered for work on another project or task administered by the County.

9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the Law Firm, the County, and their board members, officers, agents, and employees from and against all claims, damages, losses and expenses direct or indirect or consequential including costs, attorney and witness fees and expenses incident thereto which are attributable to bodily and personal injury, sickness, disease, death, or damage to property arising out of or in connection with, the negligent acts or omissions provided by the Consultant, its employees, or agents.

10. **INSURANCE.** The Consultant shall, at its sole cost and expense, at all times during this Agreement, maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by personal liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its

employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of the Consultant or its employees in its performance of this Agreement.

11. MISCELLANEOUS.

- (a) The Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
- (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Law Firm, the County, or the Consultant.
- (c) The Consultant shall not sublet, assign, or transfer any appraisal work under this Agreement without the Law Firm's prior written consent.
- (d) No changes or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.
- (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

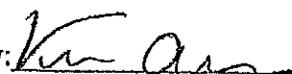
CONSULTANT

Date: 9-20-06

By: 
Leland E. Moree, III, P.E., P.L.S.
Landon, Moree & Associates, Inc.

LAW FIRM

Date: 9-25-06

By: 
Vivian Arenas

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2010

PRODUCER Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Landon, Moree & Associates, Inc 31622 U.S. HWY 19, North Palm Harbor, FL 34684	INSURERS AFFORDING COVERAGE
	INSURER A: Phoenix Insurance Company	25623
	INSURER B: Travelers Casualty and Surety C	19038
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: Travelers Indemnity Company	25658
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6809142L933	04/25/09	04/25/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
D		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9143L099	04/25/09	04/25/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB5968Y15708	05/01/09	05/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$100,000
						E.L. DISEASE - EA EMPLOYEE	\$100,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
C		OTHER Professional Liability	DPR9618916	04/24/09	04/24/10		\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Professional Liability is written on a claims made and reported basis.

CERTIFICATE HOLDER Sumter County BOCC 910 N. Main Street Suite 201 Bushnell, FL 33513	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ASSIGNMENT AND AMENDMENT OF CONSULTING AGREEMENT
CR 468/(Four Lane)**

This ASSIGNMENT AND AMENDMENT OF CONTRACT is entered into between de la Parte and Gilbert, P.A., Post Office Box 2350, Tampa, Florida ("Assignor") and Sumter County, Florida ("Assignee" or "County") with the acceptance and consent of Weigel-Veasey Appraisers, Inc., 2809 Blanding Boulevard, Middleburg, Florida 32068 ("Consultant").

**WITNESSETH
(RECITALS)**

WHEREAS, Assignor and Consultant entered into an Amended Agreement for Professional Consulting Services (the "Agreement"), which included a defined scope of services on or about November 6, 2006, and;

WHEREAS, Assignor wishes to assign its rights, duties, and all other benefits or burdens of privity with Consultant under the Agreement to Assignee, with the approval of Consultant, and;

WHEREAS, Assignee wishes to amend certain portions of the Agreement with the approval of Consultant.

THEREFORE, in consideration of the foregoing premises, and adopting the recitals above as if stated herein, Assignor, Assignee, and Consultant hereby enter into this Assignment and Amendment of Contract (the "Assignment") and further state:

1. All professional consulting services required under the Agreement (attached hereto and incorporated herein as Exhibit "A"), Paragraph 1, "Scope of Service", shall be performed for the County directly, and Consultant shall invoice the County directly, and privity shall from the effective date of this Assignment forward exist between the County and Consultant. Assignor assigns all rights, duties and benefits of the Agreement to the County, and is hereby relieved of all liabilities associated with the Agreement arising from the date of execution of this Assignment forward.

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the "Miscellaneous" provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. Notwithstanding any other provision of this Assignment and Amendment of Consulting Agreement, the Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provisions of paragraph 7 of the Agreement (Confidential Documents and Information) shall remain in full force and effort and shall apply to communications among and any documents and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate(s) of Insurance: The Consultant shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required by the Agreement are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that insurance coverage will cancel or expire during the period of the Agreement as assigned, the Consultant agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Assignment or the Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

6. Any provision of the original Agreement not addressed by this Assignment shall remain in full force and effect. If any conflict shall arise between the terms of the Agreement and this Assignment, the terms of this Assignment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below and evidence there agreement to its terms through such execution. This Assignment shall become effective upon the date of the last signature provided below, and such date shall be the "Effective Date" of the Assignment.

ATTEST:GLORIA HAYWARD
Sumter County Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
(ASSIGNEE)

Deputy Clerk

Date:_____

Doug Gilpin, Chairman

SIGNATURES CONTINUE ON FOLLOWING PAGE

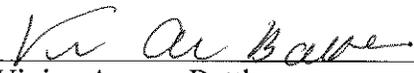
Date: 3/10/10

CONSULTANT

By: 
William R. Weigel, III, MAI, SRA
for Weigel-Veasey Appraisers, Inc.

Date: 3-17-10

DE LA PARTE AND GILBERT, P.A.
(ASSIGNOR)

By: 
Vivian Arenas-Battles

AMENDED AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between de la Parte & Gilbert, P.A., Post Office Box 2350, Tampa, Florida 33601-2350 (the "**Law Firm**"), and Weigel-Veasey Appraisers, Inc., 2809 Blanding Boulevard, Middleburg, Florida 32068 (the "**Consultant**").

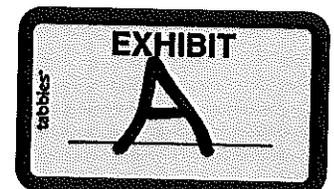
WITNESETH

WHEREAS, it is the Law Firm's desire to retain the Consultant to provide professional consulting services, as provided herein; and

WHEREAS, it is the Consultant's desire to provide professional consulting services to the Law Firm, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, the Law Firm and the Consultant, intending to be legally bound hereby agree as follows:

1. **SCOPE OF SERVICE.** The Law Firm retains the Consultant to provide professional consulting services on behalf of Sumter County, Florida (the "**County**") in connection with its proposed improvements to County Road 468 and any eminent domain proceedings arising therefrom or pertaining thereto. Such professional consulting services shall be requested and assigned by the Law Firm. The scope of said professional consulting services include but are not limited to preparation of appraisal reports, attending mediations, attending trial preparation meetings, attending site inspections, preparing trial exhibits, and providing expert testimony at deposition, hearings, trial, and fee hearings.
 - (a) The Consultant shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
 - (b) The Consultant shall perform professional consulting services as an independent contractor and the Consultant shall not be considered an employee or agent of the Law Firm or the County for any purpose. The Consultant shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the Consultant. The Consultant shall comply with all workmen's compensation, employers liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the Consultant is responsible for paying all income and employment taxes and the Law Firm shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.
 - (c) The Consultant's work shall be conducted under the supervision of William R. Weigel, III, MAI, SRA, who shall be considered "key personnel" for purposes of this Agreement. If at any time during the term of this Agreement, the Consultant



desires a change in supervisory personnel, the Consultant shall first obtain written approval from the Law Firm.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect as of August 4, 2006, and shall continue until completion of the jury trial on full compensation and/or damages in the case referenced in Section 1 above, and any fee hearing resulting therefrom unless earlier terminated pursuant to Section 6.

3. **COMPENSATION AND EXPENSES.** Compensation for services rendered and expenses incurred by the Consultant pursuant to this Agreement are as follows:

(a) The Law Firm shall pay the Consultant for initial appraisal reports in the amount set forth in the schedule attached hereto as "Exhibit A," for a total amount of \$74,210.00, which total amount includes the fees and costs, if any, of a general contractor sub-consultant, but does not include the fees and costs, if any, of land planning, engineering, and surveying consultants that may be needed on a given parcel. The Law Firm and/or the County shall be entitled to, and responsible for, designating and retaining such land planning, engineering, and surveying consultants of their choice.

(b) The Law Firm shall pay the Consultant for any update appraisal report requested by the Law Firm for a given parcel, at the rate of 50% of the original appraisal fee, which shall amount shall include the fees and costs, if any, of a general contractor sub-consultant, but shall not include the fees and costs, if any, of land planning, engineering, and surveying consultants that may be needed on a given parcel. The Law Firm and/or the County shall be entitled to, and responsible for, designating and retaining such land planning, engineering, and surveying consultants of their choice.

(c) For services not encompassed by the foregoing, the Law Firm shall pay the Consultant for expert witness services rendered pursuant to Section 1 of this Agreement according to the following hourly rates:

Principal.....	\$170.00
Senior Staff.....	\$130.00
Staff.....	\$100.00
Clerical	\$40.00

In addition to said hourly rates, the Law Firm shall reimburse the Consultant for all reasonable expenses for exhibit preparation, related support materials, and travel expenses (subject to the limitations of Section 112.061, Florida Statutes); provided, the Consultant: (i) maintains appropriate documentation substantiating the expense, (ii) discloses such claim is true and correct as to every material matter, and (iii) honors a claim for refund by the Law Firm should such reimbursement be in excess of the statutory limit.

4. **PAYMENT OF FEES AND EXPENSES.** The Consultant shall bill the Law Firm on a monthly basis and each billing invoice shall provide a detailed description of services performed and chargeable expenses incurred during the period covered by the billing invoice, together with supporting documentation. If the Consultant has not violated the terms of this Agreement, the Law Firm shall pay all reasonable charges within 30 days of receiving payment from the County. Alternatively, the Law Firm may forward the invoice to the County for direct payment by the County. The Consultant agrees to accept payment directly from the County.
5. **DISCRIMINATION.** The Consultant assures the Law Firm it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Consultant does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any form or manner against the Consultant's employees or applicants for employment. The Consultant understands and agrees this Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.
6. **TERMINATION.** The Law Firm may terminate this Agreement upon ten (10) days advance written notice to the Consultant. In the event of termination, the Consultant shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the Law Firm. Upon termination, the Consultant shall provide and turn over to the Law Firm all data, exhibits, materials, and analyses prepared up to and including the date of such termination.
7. **CONFIDENTIAL DOCUMENTS AND INFORMATION.**
 - (a) All documents prepared by the Consultant pursuant to this Agreement are prepared by or at the direction of the Law Firm's counsel in preparation for or in anticipation of litigation as contemplated by Section 119.07(3)(n), Florida Statutes.
 - (b) In the course of performing services under this Agreement, it is possible that certain confidential information will be revealed to the Consultant by the Law Firm or the County, or that the Consultant will obtain knowledge of such confidential information through other sources. The Consultant will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the Law Firm or the County, unless: (a) authorized to do so in writing by the Law Firm or the County, or (b) lawfully compelled to do so by order of a court of competent jurisdiction.
8. **CONFLICTS OF INTEREST.** The Consultant shall decline proffered employment or continued employment by another client if the exercise of its professional consulting

services on behalf of the County under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the Consultant from being considered for work on another project or task administered by the County.

9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the Law Firm, the County, and their board members, officers, agents, and employees from and against all claims, damages, losses and expenses direct or indirect or consequential including costs, attorney and witness fees and expenses incident thereto which are attributable to bodily and personal injury, sickness, disease, death, or damage to property arising out of or in connection with, the negligent acts or omissions provided by the Consultant, its employees, or agents.
10. **INSURANCE.** The Consultant shall, at its sole cost and expense, at all times during this Agreement, maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by personal liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of the Consultant or its employees in its performance of this Agreement.
11. **MISCELLANEOUS.**
 - (a) The Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
 - (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Law Firm, the County, or the Consultant.
 - (c) The Consultant shall not sublet, assign, or transfer any appraisal work under this Agreement without the Law Firm's prior written consent.
 - (d) No changes or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.
 - (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

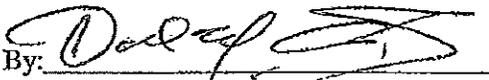
CONSULTANT

Date: 10/31/06

By: 
William R. Weigel, III, MAI, SRA
Weigel-Veasey Appraisers, Inc.

LAW FIRM

Date: Nov 6, 2006

By: 
David M. Caldevilla

Appraisal Fee Proposal and Scope
County Road 468, East of Florida Turnpike
Sumter County
Prepared By: Weigel-Veasey Appraisers, Inc.
Revised October 30, 2006

POTENTIAL LAND PLANNING AND ENGINEERING SERVICES NEEDED:

Parcel No. G34=008:

Land Planner: Land Planning Report; setback issues with existing home; before, take and remainder sketches

Parcel No. G34=006:

Land Planner: Setback issues with existing home; before, take and remainder sketches

Parcel No. G27=003A:

Land Planner: Land Planning Report; setback issues with existing home; before, take and remainder sketches; cure plan; relocation of one ODA structure

Engineering: Delineation and area of wetlands

Parcel No. G26=003D:

Land Planner: Land Planning Report; before, take and remainder sketches; cure plan; relocation of two ODA structures

Parcel No. G26=004:

Land Planner: Land Planner to research/analysis for replacing the monumental sign and work with Engineer

Engineering: Develop a cure to relocate monumental sign and possibly modify retention pond; provide before, take and remainder sketches



CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder WEIGEL, WILLIAM R & VEASEY, JOHN DBA WEIGEL/VEASEY APPRAISERS
Address of policyholder 2809 BLANDING BLVD MIDDLEBURG, FL 32068-6336
Location of operations SAME
Description of operations Appraisers

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Table with columns: POLICY NUMBER, TYPE OF INSURANCE, POLICY PERIOD (Effective Date, Expiration Date), LIMITS OF LIABILITY (at beginning of policy period). Includes rows for Comprehensive Business Liability and Workers' Compensation and Employers Liability.

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
Sumter County BOCC
910 N. Main Street Suite 201
Bushnell, FL 33513

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 10 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
AGENT 03/18/10
Title Date
Richard Morris
Agent Name
Telephone Number (904) 282-9898

Agent's Code Stamp
Agent Code 6178
AFO Code 349

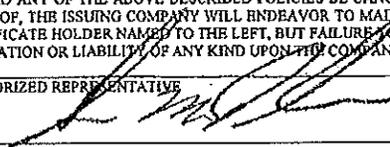
PRODUCER PROFESSIONAL LIABILITY SERVICES 1250 S. HIGHWAY 17-92 LAKE CENTER SUITE 110 LONGWOOD, FL 32750	THIS IS TO CERTIFY AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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INSURED WEIGEL-VEASEY APPRAISERS, INC. 2809 BLANDING BLVD MIDDLEBURG, FL 32068	COMPANIES AFFORDING COVERAGE															
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">COMPANY LETTER</td> <td style="width:5%;">A</td> <td style="width:85%;">C.N.A. INSURANCE COMPANY</td> </tr> <tr> <td>COMPANY LETTER</td> <td>B</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>C</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>D</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>E</td> <td></td> </tr> </table>	COMPANY LETTER	A	C.N.A. INSURANCE COMPANY	COMPANY LETTER	B		COMPANY LETTER	C		COMPANY LETTER	D		COMPANY LETTER	E	
COMPANY LETTER	A	C.N.A. INSURANCE COMPANY														
COMPANY LETTER	B															
COMPANY LETTER	C															
COMPANY LETTER	D															
COMPANY LETTER	E															

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REPRODUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTORS PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP/AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
	WORKER'S COMPENSATION AND EMPLOYEE'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$	
A	OTHER PROFESSIONAL LIABILITY INSURANCE	RNP 27604423710	01/21/10	02/21/11	\$1,000,000 / \$1,000,000	\$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER Sumter County BOCC 910 N. Main Street, Suite 201 Bushnell, FL 33513	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Weigle-Veasey Appraisers Inc.							
ADDRESS OF NAMED INSURED: 2809 Blanding Blvd. Middleburg, FL 32068-6336							
POLICY NUMBER	234 1439-A02-59	161 2337-D03-59F	038 3190-E09-59G				
EFFECTIVE DATE OF POLICY	01/02/10-07/02/10	10/03/09-04/03/10	11/09/09-05/09/10				
DESCRIPTION OF VEHICLE (Including VIN)	03 Ford Excursion Sport Wgn Vin# 24250	03 LINCOLN TOWN CAR Vin# 97	04 FORD EXPEDITION Vin# 17982				
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	1,000,000						
Each Accident	1,000,000						
b. Property Damage							
Each Accident	1,000,000						
c. Bodily Injury & Property Damage Single Limit							
Each Accident		1,000,000	1,000,000				
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible			
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible			
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

AGENT

6178

03/18/10

Signature of Authorized Representative

Title

Agent's Code Number

Date

Name and Address of Certificate Holder

Name and Address of Agent

Sumter County BOCC
910 N. Main Street Suite 201
Bushnell, FL 33513

Richard Morris
2067 Palmetto St.
Middleburg, FL 32068

**ASSIGNMENT AND AMENDMENT OF CONSULTING AGREEMENT
CR 139/462 and CR 466A**

This ASSIGNMENT AND AMENDMENT OF CONTRACT is entered into between de la Parte and Gilbert, P.A., Post Office Box 2350, Tampa, Florida (“Assignor”) and Sumter County, Florida (“Assignee” or “County”) with the acceptance and consent of Engelhardt, Hammer and Associates, Inc., 3001 Rocky Point Drive, Suite 300, Tampa, Florida 33607 (“Consultant”).

**WITNESSETH
(RECITALS)**

WHEREAS, Assignor and Consultant entered into an Agreement for Professional Consulting Services (the “Agreement”), which included a defined scope of services on or about November 6, 2009, and;

WHEREAS, Assignor wishes to assign its rights, duties, and all other benefits or burdens of privity with Consultant under the Agreement to Assignee, with the approval of Consultant, and;

WHEREAS, Assignee wishes to amend certain portions of the Agreement with the approval of Consultant.

THEREFORE, in consideration of the foregoing premises, and adopting the recitals above as if stated herein, Assignor, Assignee, and Consultant hereby enter into this Assignment and Amendment of Contract (the “Assignment”) and further state:

1. All professional consulting services required under the Agreement (attached hereto and incorporated herein as Exhibit “A”), Paragraph 1, “Scope of Service”, shall be performed for the County directly, and Consultant shall invoice the County directly, and privity shall from the effective date of this Assignment forward exist between the County and Consultant. Assignor assigns all rights, duties and benefits of the Agreement to the County, and is hereby relieved of all liabilities associated with the Agreement arising from the date of execution of this Assignment forward.

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the “Miscellaneous” provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. Notwithstanding any other provision of this Assignment and Amendment of Consulting Agreement, the Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provisions of paragraph 7 of the Agreement (Confidential Documents and Information) shall remain in full force and effort and shall apply to communications among and any documents and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate(s) of Insurance: The Consultant shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required by the Agreement are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that insurance coverage will cancel or expire during the period of the Agreement as assigned, the Consultant agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Assignment or the Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

6. Any provision of the original Agreement not addressed by this Assignment shall remain in full force and effect. If any conflict shall arise between the terms of the Agreement and this Assignment, the terms of this Assignment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below and evidence there agreement to its terms through such execution. This Assignment shall become effective upon the date of the last signature provided below, and such date shall be the "Effective Date" of the Assignment.

ATTEST:GLORIA HAYWARD
Sumter County Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
(ASSIGNEE)

Deputy Clerk

Doug Gilpin, Chairman

Date:_____

SIGNATURES CONTINUE ON FOLLOWING PAGE

Date: March 10, 2010

CONSULTANT

By: Ethel Hammer
Ethel D. Hammer
for Engelhardt, Hammer and Associates,
Inc.

Date: 3-17-10

DE LA PARTE AND GILBERT, P.A.
(ASSIGNOR)

By: Vivian Arenas-Battles
Vivian Arenas-Battles

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between de la Parte & Gilbert, P.A., Post Office Box 2350, Tampa, Florida 33601-2350 (the "Law Firm"), and Engelhardt, Hammer & Associates, Inc., 4343 Anchor Plaza Parkway, Suite 220, Tampa, Florida 33634 (the "Consultant").

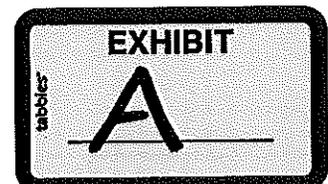
WITNESETH

WHEREAS, it is the Law Firm's desire to retain the Consultant to provide professional consulting services, as provided herein; and

WHEREAS, it is the Consultant's desire to provide professional consulting services to the Law Firm, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, the Law Firm and the Consultant, intending to be legally bound hereby agree as follows:

1. **SCOPE OF SERVICE.** The Law Firm retains the Consultant to provide professional consulting services on behalf of Sumter County, Florida (the "County") in connection with its proposed improvements associated with the County Road 139/County Road 462 and County Road 466A road projects and any eminent domain proceedings arising therefrom or pertaining thereto. Such professional consulting services shall be requested and assigned by the Law Firm. The scope of said professional consulting services include but are not limited to attending and/or testifying at depositions, hearings and trial and other land planning services.
 - (a) The Consultant shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
 - (b) The Consultant shall perform professional consulting services as an independent contractor and the Consultant shall not be considered an employee or agent of the Law Firm or the County for any purpose. The Consultant shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the Consultant. The Consultant shall comply with all workmen's compensation, employers liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the Consultant is responsible for paying all income and employment taxes and the Law Firm shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.
 - (c) The Consultant's work shall be conducted under the supervision of Ethel D. Hammer, who shall be considered "key personnel" for purposes of this Agreement. If at any time during the term of this Agreement, the Consultant desires a change in supervisory personnel, the Consultant shall first obtain written approval



from the Law Firm.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect upon its full and complete execution by the Law Firm and the Consultant, and shall continue until completion of the jury trial on full compensation and/or damages in the case referenced in Section 1 above, and any fee hearing resulting therefrom unless earlier terminated pursuant to Section 6.
3. **COMPENSATION AND EXPENSES.** Compensation for services rendered and expenses incurred by the Consultant pursuant to this Agreement are as follows:
 - (a) The Law Firm shall pay the Consultant for expert witness services rendered pursuant to Section 1 of this Agreement according to the hourly rates attached hereto as Exhibit "A."
 - (b) In addition to said hourly rates, the Law Firm shall reimburse the Consultant for all reasonable expenses for exhibit preparation, related support materials, and travel expenses as provided hereto in Exhibit "A" (subject to the limitations of Section 112.061, Florida Statutes); provided, the Consultant: (i) maintains appropriate documentation substantiating the expense, (ii) discloses such claim is true and correct as to every material matter, and (iii) honors a claim for refund by the Law Firm should such reimbursement be in excess of the statutory limit.
4. **PAYMENT OF FEES AND EXPENSES.** The Consultant shall bill the Law Firm on a monthly basis and each billing invoice shall provide a detailed description of services performed and chargeable expenses incurred during the period covered by the billing invoice, together with supporting documentation. If the Consultant has not violated the terms of this Agreement, the Law Firm shall pay all reasonable charges within 30 days of receiving payment from the County. Alternatively, the Law Firm may forward the invoice to the County for direct payment by the County. The Consultant agrees to accept payment directly from the County.
5. **DISCRIMINATION.** The Consultant assures the Law Firm it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Consultant does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any form or manner against the Consultant's employees or applicants for employment. The Consultant understands and agrees this Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.
6. **TERMINATION.** The Law Firm may terminate this Agreement upon ten (10) days advance written notice to the Consultant. In the event of termination, the Consultant shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the Law

Firm. Upon termination, the Consultant shall provide and turn over to the Law Firm all data, exhibits, materials, and analyses prepared up to and including the date of such termination.

7. **CONFIDENTIAL DOCUMENTS AND INFORMATION.**

- (a) All documents prepared by the Consultant pursuant to this Agreement are prepared by or at the direction of the Law Firm's counsel in preparation for or in anticipation of litigation as contemplated by Section 119.07(3)(n), Florida Statutes.
- (b) In the course of performing services under this Agreement, it is possible that certain confidential information will be revealed to the Consultant by the Law Firm or the County, or that the Consultant will obtain knowledge of such confidential information through other sources. The Consultant will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the Law Firm or the County, unless: (a) authorized to do so in writing by the Law Firm or the County, or (b) lawfully compelled to do so by order of a court of competent jurisdiction.

8. **CONFLICTS OF INTEREST.** The Consultant shall decline proffered employment or continued employment by another client if the exercise of its professional consulting services on behalf of the County under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the Consultant from being considered for work on another project or task administered by the County.

9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the Law Firm, the County, and their board members, officers, agents, and employees from and against all claims, damages, losses and expenses direct or indirect or consequential including costs, attorney and witness fees and expenses incident thereto which are attributable to bodily and personal injury, sickness, disease, death, or damage to property arising out of or in connection with, the negligent acts or omissions provided by the Consultant, its employees, or agents.

10. **INSURANCE.** The Consultant shall, at its sole cost and expense, at all times during this Agreement, maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by personal liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of the Consultant or its employees in its performance of this Agreement.

11. MISCELLANEOUS.

- (a) The Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
- (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Law Firm, the County, or the Consultant.
- (c) The Consultant shall not sublet, assign, or transfer any work under this Agreement without the Law Firm's prior written consent.
- (d) No changes or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.
- (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

CONSULTANT

Date: Nov. 3, 2009

By: Ethel D. Hammer
Ethel D. Hammer
President
Engelhardt, Hammer & Associates, Inc.

LAW FIRM

Date: 11-6-09

By: Vivian Arenas-Battles
Vivian Arenas-Battles
de la PARTE & GILBERT, P.A.

Exhibit A
Engelhardt, Hammer & Associates, Inc.
Year 2009 Rate Schedule

<i>Employee Classification</i>	<i>Hourly Rate</i>
Principal of Firm	\$185.00
Principal Planner	\$140.00
Sr. Planner	\$120.00
Planner III	\$105.00
Planner II	\$90.00
Planner I	\$85.00
GIS Analyst	\$90.00
Sr. Landscape Architect	\$115.00
Landscape Architect III	\$105.00
Landscape Architect II	\$90.00
Landscape Architect I	\$85.00
Principal Engineer (P.E.)	\$175.00
Sr. Engineer (P.E.)	\$120.00
Engineer III	\$105.00
Engineer II	\$95.00
Engineer I	\$85.00
Sr. Site Designer	\$95.00
Site Designer	\$85.00
Sr. Planning Technician	\$75.00
Planning Technician II	\$65.00
Planning Technician I	\$60.00
Sr. CADD Technician	\$85.00
CADD Technician	\$75.00
Research Assistant	\$70.00
IT Professional	\$90.00
Administrative Manager	\$75.00
Sr. Administrative Assistant	\$80.00
Administrative Assistant II	\$45.00
Administrative Assistant I	\$40.00
<i>Expense Item</i>	<i>Cost</i>
In-House Expenses	
Photocopies	\$0.10 per copy
FAX Documents	\$0.15 per page
Mileage	\$0.445 per mile
Graphics Plots (black ink)	\$1.00 per square foot
Graphics Plots (color)	\$1.50 per square foot
Specialized CADD Equipment	\$15.00 per hour
Outside Expenses	
Out-of-Pocket Costs	Reimbursement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEIL SHOAF STATE FARM 3224 W. KENNEDY BOULEVARD TAMPA, FLORIDA 33609	CONTACT NAME: NEIL SHOAF PHONE (A/C, No., Ext): 813-879-7808 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 1856	FAX (A/C, No.): 813-875-9995
	INSURER(S) AFFORDING COVERAGE	
INSURED ENGELHARDT, HAMMER & ASSOC INC 4343 ANCHOR PLAZA PKWY STE 220 TAMPA FL 33634-7549	INSURER A: State Farm Mutual Automobile Insurance Company	NAIC # 26178
	INSURER B: State Farm Fire and Casualty Company	26143
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP ACC \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			362 2234-D19-59Q	04/19/2009	04/19/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below			98-BF-C601-3 F	07/27/2009	07/27/2010	WORKERS COMPENSATION - STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER SUMTER COUNTY 910 N. MAIN STREET BUSHNELL, FLORIDA 33513	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marlene Castro for Neil Shoaf</i>
--	---

**ASSIGNMENT AND AMENDMENT OF CONSULTING AGREEMENT
CR 139/462 Project**

This ASSIGNMENT AND AMENDMENT OF CONTRACT is entered into between de la Parte and Gilbert, P.A., Post Office Box 2350, Tampa, Florida (“Assignor”) and Sumter County, Florida (“Assignee” or “County”) with the acceptance and consent of Kimley Horn And Associates, Inc., 1321 SE 25th Loop, Ocala, FL 34471 (“Consultant”).

**WITNESSETH
(RECITALS)**

WHEREAS, Assignor and Consultant entered into an Agreement for Professional Consulting Services (the “Agreement”), which included a defined scope of services on or about July 29, 2009, and;

WHEREAS, Assignor wishes to assign its rights, duties, and all other benefits or burdens of privity with Consultant under the Agreement to Assignee, with the approval of Consultant, and;

WHEREAS, Assignee wishes to amend certain portions of the Agreement with the approval of Consultant.

THEREFORE, in consideration of the foregoing premises, and adopting the recitals above as if stated herein, Assignor, Assignee, and Consultant hereby enter into this Assignment and Amendment of Contract (the “Assignment”) and further state:

1. All professional consulting services required under the Agreement (attached hereto and incorporated herein as Exhibit “A”), Paragraph 1, “Scope of Service”, shall be performed for the County directly, and Consultant shall invoice the County directly, and privity shall from the effective date of this Assignment forward exist between the County and Consultant. Assignor assigns all rights, duties and benefits of the Agreement to the County, and is hereby relieved of all liabilities associated with the Agreement arising from the date of execution of this Assignment forward.

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the “Miscellaneous” provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. Notwithstanding any other provision of this Assignment and Amendment of Consulting Agreement, the Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provisions of paragraph 7 of the Agreement (Confidential Documents and Information) shall remain in full force and effort and shall apply to communications among and any documents and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate(s) of Insurance: The Consultant shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required by the Agreement are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that insurance coverage will cancel or expire during the period of the Agreement as assigned, the Consultant agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Assignment or the Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

6. Any provision of the original Agreement not addressed by this Assignment shall remain in full force and effect. If any conflict shall arise between the terms of the Agreement and this Assignment, the terms of this Assignment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below and evidence there agreement to its terms through such execution. This Assignment shall become effective upon the date of the last signature provided below, and such date shall be the "Effective Date" of the Assignment.

ATTEST:GLORIA HAYWARD
Sumter County Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
(ASSIGNEE)

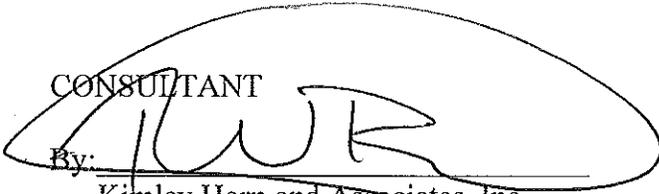
Deputy Clerk

Doug Gilpin, Chairman

Date:_____

SIGNATURES CONTINUE ON FOLLOWING PAGE

Date: 3/15/2010

CONSULTANT
By: 
Kimley Horn and Associates, Inc.

Date: 3-17-10

DE LA PARTE AND GILBERT, P.A.
(ASSIGNOR)

By: 
Vivian Arenas-Battles

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between de la Parte & Gilbert, P.A., Post Office Box 2350, Tampa, Florida 33601-2350 (the "Law Firm"), and Kimley-Horn & Associates, Inc., 1321 SE 25th Loop, Ocala, Florida 34471 (the "Consultant").

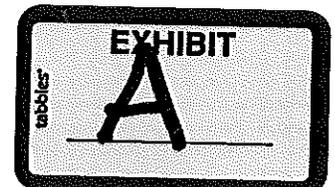
WITNESSETH

WHEREAS, it is the Law Firm's desire to retain the Consultant to provide professional consulting services, as provided herein; and

WHEREAS, it is the Consultant's desire to provide professional consulting services to the Law Firm, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, the Law Firm and the Consultant, intending to be legally bound hereby agree as follows:

1. **SCOPE OF SERVICE.** The Law Firm retains the Consultant to provide professional consulting services on behalf of Sumter County, Florida (the "County") in connection with its proposed improvements associated with the County Road 139/462 project and any eminent domain proceedings arising therefrom or pertaining thereto. Such professional consulting services shall be requested and assigned by the Law Firm. The scope of said professional consulting services include but are not limited to engineering services, preparation of reports, attending hearings, attending mediations, attending trial preparation meetings, attending site inspections, preparing trial exhibits, and providing expert testimony at depositions, hearings, and trial.
 - (a) The Consultant shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
 - (b) The Consultant shall perform professional consulting services as an independent contractor and the Consultant shall not be considered an employee or agent of the Law Firm or the County for any purpose. The Consultant shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the Consultant. The Consultant shall comply with all workmen's compensation, employers liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the Consultant is responsible for paying all income and employment taxes and the Law Firm shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.
 - (c) The Consultant's work shall be conducted under the supervision of Jonathan Thigpen, P.E., who shall be considered "key personnel" for purposes of this Agreement. If at any time during the term of this Agreement, the Consultant desires



a change in supervisory personnel, the Consultant shall first obtain written approval from the Law Firm.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect as of July 1, 2009, upon its full and complete execution by the Law Firm and the Consultant, and shall continue until completion of the jury trial on full compensation and/or damages in the case referenced in Section 1 above, unless earlier terminated pursuant to Section 6.

3. **COMPENSATION AND EXPENSES.**

(a) The Law Firm shall pay the Consultant for expert witness services rendered pursuant to Section 1 of this Agreement according to the following hourly rates:

Principal/Expert Testimony.....	\$185.00 - \$220.00
Senior Professional.....	\$125.00 - \$180.00
Professional.....	\$80.00 - \$125.00
Senior Technical Support.....	\$80.00 - \$110.00
Technical Support.....	\$60.00 - \$90.00
Support Staff.....	\$50.00 - \$80.00

(b) In addition to said hourly rates, the Law Firm shall reimburse the Consultant for all reasonable expenses for exhibit preparation, related support materials, and travel expenses (subject to the limitations of Section 112.061, Florida Statutes); provided, the Consultant: (i) maintains appropriate documentation substantiating the expense, (ii) discloses such claim is true and correct as to every material matter, and (iii) honors a claim for refund by the Law Firm should such reimbursement be in excess of the statutory limit.

4. **PAYMENT OF FEES AND EXPENSES.** The Consultant shall bill the Law Firm on a monthly basis and each billing invoice shall provide a detailed description of services performed and chargeable expenses incurred during the period covered by the billing invoice, together with supporting documentation. If the Consultant has not violated the terms of this Agreement, the Law Firm shall pay all reasonable charges within 30 days of receiving payment from the County. Alternatively, the Law Firm may forward the invoice to the County for direct payment by the County. The Consultant agrees to accept payment directly from the County.

5. **DISCRIMINATION.** The Consultant assures the Law Firm it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Consultant does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any form or manner against the Consultant's employees or applicants for employment. The Consultant understands and agrees this

Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.

6. **TERMINATION.** The Law Firm may terminate this Agreement upon ten (10) days advance written notice to the Consultant. In the event of termination, the Consultant shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the Law Firm. Upon termination, the Consultant shall provide and turn over to the Law Firm all data, exhibits, materials, and analyses prepared up to and including the date of such termination.

7. **CONFIDENTIAL DOCUMENTS AND INFORMATION.**

- (a) All documents prepared by the Consultant pursuant to this Agreement are prepared by or at the direction of the Law Firm's counsel in preparation for or in anticipation of litigation as contemplated by Section 119.07(3)(n), Florida Statutes.
- (b) In the course of performing services under this Agreement, it is possible that certain confidential information will be revealed to the Consultant by the Law Firm or the County, or that the Consultant will obtain knowledge of such confidential information through other sources. The Consultant will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the Law Firm or the County, unless: (a) authorized to do so in writing by the Law Firm or the County, or (b) lawfully compelled to do so by order of a court of competent jurisdiction.

8. **CONFLICTS OF INTEREST.** The Consultant shall decline proffered employment or continued employment by another client if the exercise of its professional consulting services on behalf of the County under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the Consultant from being considered for work on another project or task administered by the County.

9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the Law Firm, the County, and their board members, officers, agents, and employees from and against all claims, damages, losses and expenses direct or indirect or consequential including costs, attorney and witness fees and expenses incident thereto which are attributable to bodily and personal injury, sickness, disease, death, or damage to property arising out of or in connection with, the negligent acts or omissions provided by the Consultant, its employees, or agents.

10. **INSURANCE.** The Consultant shall, at its sole cost and expense, at all times during this Agreement, maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from

claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by personal liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of the Consultant or its employees in its performance of this Agreement.

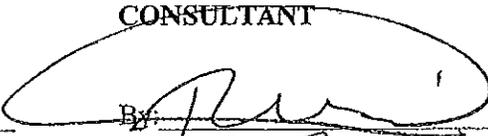
11. MISCELLANEOUS.

- (a) The Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
- (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Law Firm, the County, or the Consultant.
- (c) The Consultant shall not sublet, assign, or transfer any work under this Agreement without the Law Firm's prior written consent.
- (d) No changes or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.
- (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

CONSULTANT

Date: 07-27-2009

By: 

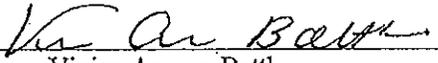
Print Name: Richard Bisante

Title: Vice President

Kimley-Horn & Associates, Inc.

LAW FIRM

Date: 7-29-09

By: 

Vivian Arenas-Battles

de la PARTE & GILBERT, P.A.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/18/2010
PRODUCER (904) 396-4404 ABERCROMBIE INSURANCE AGENCY, INC. P. O. BOX 5857 JACKSONVILLE FL 32247-5857		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED KIMLEY-HORN AND ASSOCIATES, INC P O BOX 33068 RALEIGH NC 27636-3068		
		INSURERS AFFORDING COVERAGE
		INSURER A: TRAVELERS PROP CASUALTY
		INSURER B: COMPANY OF AMERICA
		INSURER C: (A M BEST RATING A+)
		INSURER D:
		INSURER E:
		NAIC # 25674

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P-630-315X3476-TCT-09	09/01/2009	09/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	P-810-17116115-IND-09	09/01/2009	09/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY: EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	836G878-3-09	09/01/2009	09/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 PROJECT: 142206000 - SUMTER COUNTY CR 139/462. KHA PROJECT MGR: RICK BUSCHE. SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS IS AN ADD'L INSURED FOR LIABILITY ONLY FOR THIS PROJECT.

CERTIFICATE HOLDER () - () - INSURANCE COMPLIANCE/RISK MGR SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS 910 N MAIN STREET, STE 201 BUSHNELL FL 33513-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>James E. Schumaker, Jr</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/10

PRODUCER Ames & Gough 450 Northridge Parkway Suite 102 Atlanta, GA 30350	1-770-552-4225	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh, NC 27636-3068	INSURERS AFFORDING COVERAGE INSURER A: <u>Lexington Insurance Company</u> INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	OTHER Professional Liability	14273592	12/09/09	12/09/10	Per Claim Aggregate	2,000,000 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Sumter County CR 139/462 Project Manager: Rick Busche; Project #142206000						

CERTIFICATE HOLDER Sumter County Board of County Commissioners Insurance Compliance/Risk Manager 910 North Main Street, Suite 201 Bushnell, FL 33513 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ASSIGNMENT AND AMENDMENT OF CONSULTING AGREEMENT
CR 139/462**

This ASSIGNMENT AND AMENDMENT OF CONTRACT is entered into between de la Parte and Gilbert, P.A., Post Office Box 2350, Tampa, Florida (“Assignor”) and Sumter County, Florida (“Assignee” or “County”) with the acceptance and consent of Farner Barley and Associates, Inc., 4450 NE 83rd Road, Wildwood, FL 34785 (“Consultant”).

**WITNESSETH
(RECITALS)**

WHEREAS, Assignor and Consultant entered into an Agreement for Professional Consulting Services (the “Agreement”), which included a defined scope of services on or about July 23, 2009, and;

WHEREAS, Assignor wishes to assign its rights, duties, and all other benefits or burdens of privity with Consultant under the Agreement to Assignee, with the approval of Consultant, and;

WHEREAS, Assignee wishes to amend certain portions of the Agreement with the approval of Consultant.

THEREFORE, in consideration of the foregoing premises, and adopting the recitals above as if stated herein, Assignor, Assignee, and Consultant hereby enter into this Assignment and Amendment of Contract (the “Assignment”) and further state:

1. All professional consulting services required under the Agreement (attached hereto and incorporated herein as Exhibit “A”), Paragraph 1, “Scope of Service”, shall be performed for the County directly, and Consultant shall invoice the County directly, and privity shall from the effective date of this Assignment forward exist between the County and Consultant. Assignor assigns all rights, duties and benefits of the Agreement to the County, and is hereby relieved of all liabilities associated with the Agreement arising from the date of execution of this Assignment forward.

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the “Miscellaneous” provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. Notwithstanding any other provision of this Assignment and Amendment of Consulting Agreement, the Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provisions of paragraph 7 of the Agreement (Confidential Documents and Information) shall remain in full force and effort and shall apply to communications among and any documents and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate(s) of Insurance: The Consultant shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required by the Agreement are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that insurance coverage will cancel or expire during the period of the Agreement as assigned, the Consultant agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Assignment or the Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

6. Any provision of the original Agreement not addressed by this Assignment shall remain in full force and effect. If any conflict shall arise between the terms of the Agreement and this Assignment, the terms of this Assignment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below and evidence there agreement to its terms through such execution. This Assignment shall become effective upon the date of the last signature provided below, and such date shall be the "Effective Date" of the Assignment.

ATTEST:GLORIA HAYWARD
Sumter County Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
(ASSIGNEE)

Deputy Clerk

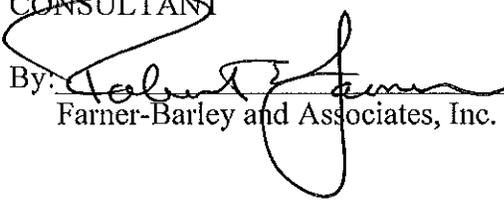
Doug Gilpin, Chairman

Date: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

Date: _____

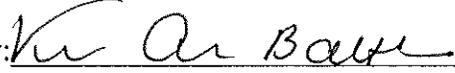
CONSULTANT

By: 
Farner-Barley and Associates, Inc.

Res
3/12/10

Date: 3-29-10

DE LA PARTE AND GILBERT, P.A.
(ASSIGNOR)

By: 
Vivian Arenas-Battles

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between de la Parte & Gilbert, P.A., Post Office Box 2350, Tampa, Florida 33601-2350 (the "**Law Firm**"), and Farner-Barley & Associates, Inc., 4450 NE 83rd Road, Wildwood, FL 34785 (the "**Consultant**").

WITNESETH

WHEREAS, it is the Law Firm's desire to retain the Consultant to provide professional consulting services, as provided herein; and

WHEREAS, it is the Consultant's desire to provide professional consulting services to the Law Firm, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, the Law Firm and the Consultant, intending to be legally bound hereby agree as follows:

- 1. SCOPE OF SERVICE.** The Law Firm retains the Consultant to provide professional consulting services on behalf of Sumter County, Florida (the "**County**") in connection with its proposed improvements associated with the County Road 139/462 project and any eminent domain proceedings arising therefrom or pertaining thereto. Such professional consulting services shall be requested and assigned by the Law Firm. The scope of said professional consulting services include but are not limited to engineering services, preparation of reports, attending hearings, attending mediations, attending trial preparation meetings, attending site inspections, preparing trial exhibits, and providing expert testimony at depositions, hearings, and trial.
 - (a) The Consultant shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
 - (b) The Consultant shall perform professional consulting services as an independent contractor and the Consultant shall not be considered an employee or agent of the Law Firm or the County for any purpose. The Consultant shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the Consultant. The Consultant shall comply with all workmen's compensation, employers liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the Consultant is responsible for paying all income and employment taxes and the Law Firm shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.
 - (c) The Consultant's work shall be conducted under the supervision of Robert E. Farner, who shall be considered "key personnel" for purposes of this Agreement. If at any time during the term of this Agreement, the Consultant desires a change in



supervisory personnel, the Consultant shall first obtain written approval from the Law Firm.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect as of July 1, 2009, upon its full and complete execution by the Law Firm and the Consultant, and shall continue until completion of the jury trial on full compensation and/or damages in the case referenced in Section 1 above, unless earlier terminated pursuant to Section 6.

3. **COMPENSATION AND EXPENSES.**

(a) The Law Firm shall pay the Consultant for expert witness services rendered pursuant to Section 1 of this Agreement according to the following hourly rates:

Principal.....\$160.00

Surveyor..... \$120.00

Engineer I.....\$100.00

(b) In addition to said hourly rates, the Law Firm shall reimburse the Consultant for all reasonable expenses for exhibit preparation, related support materials, and travel expenses (subject to the limitations of Section 112.061, Florida Statutes); provided, the Consultant: (i) maintains appropriate documentation substantiating the expense, (ii) discloses such claim is true and correct as to every material matter, and (iii) honors a claim for refund by the Law Firm should such reimbursement be in excess of the statutory limit.

4. **PAYMENT OF FEES AND EXPENSES.** The Consultant shall bill the Law Firm on a monthly basis and each billing invoice shall provide a detailed description of services performed and chargeable expenses incurred during the period covered by the billing invoice, together with supporting documentation. If the Consultant has not violated the terms of this Agreement, the Law Firm shall pay all reasonable charges within 30 days of receiving payment from the County. Alternatively, the Law Firm may forward the invoice to the County for direct payment by the County. The Consultant agrees to accept payment directly from the County.

5. **DISCRIMINATION.** The Consultant assures the Law Firm it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Consultant does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any form or manner against the Consultant's employees or applicants for employment. The Consultant understands and agrees this Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.

6. **TERMINATION.** The Law Firm may terminate this Agreement upon ten (10) days advance written notice to the Consultant. In the event of termination, the Consultant shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the Law Firm. Upon termination, the Consultant shall provide and turn over to the Law Firm all data, exhibits, materials, and analyses prepared up to and including the date of such termination.

7. **CONFIDENTIAL DOCUMENTS AND INFORMATION.**
 - (a) All documents prepared by the Consultant pursuant to this Agreement are prepared by or at the direction of the Law Firm's counsel in preparation for or in anticipation of litigation as contemplated by Section 119.07(3)(n), Florida Statutes.

 - (b) In the course of performing services under this Agreement, it is possible that certain confidential information will be revealed to the Consultant by the Law Firm or the County, or that the Consultant will obtain knowledge of such confidential information through other sources. The Consultant will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the Law Firm or the County, unless: (a) authorized to do so in writing by the Law Firm or the County, or (b) lawfully compelled to do so by order of a court of competent jurisdiction.

8. **CONFLICTS OF INTEREST.** The Consultant shall decline proffered employment or continued employment by another client if the exercise of its professional consulting services on behalf of the County under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the Consultant from being considered for work on another project or task administered by the County.

9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the Law Firm, the County, and their board members, officers, agents, and employees from and against all claims, damages, losses and expenses direct or indirect or consequential including costs, attorney and witness fees and expenses incident thereto which are attributable to bodily and personal injury, sickness, disease, death, or damage to property arising out of or in connection with, the negligent acts or omissions provided by the Consultant, its employees, or agents.

10. **INSURANCE.** The Consultant shall, at its sole cost and expense, at all times during this Agreement, maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by personal liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by personal injury liability coverage; and from claims

for injury to or destruction of property, including loss of use resulting therefrom—any or all of which may arise out of or result from any action of the Consultant or its employees in its performance of this Agreement.

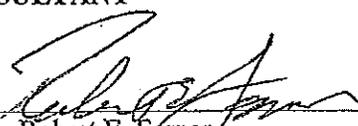
11. MISCELLANEOUS.

- (a) The Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
- (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Law Firm, the County, or the Consultant.
- (c) The Consultant shall not sublet, assign, or transfer any work under this Agreement without the Law Firm's prior written consent.
- (d) No changes or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.
- (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

CONSULTANT

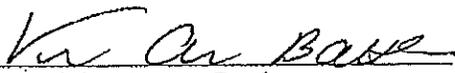
Date: 7/22/09

By: 

Robert E. Farner
Farner-Bailey & Associates, Inc.

LAW FIRM

Date: 7-23-09

By: 

Vivian Arenas-Battles
de la PARTE & GILBERT, P.A.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/19/2010
PRODUCER (352) 383-4147 MERRILL INSURANCE GROUP, INC P O BOX 67 1209 N DONNELLY STREET MT DORA FL 32756-0067	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Farner, Barley, & Associates, Inc. 4450 NE 83rd Rd. Wildwood FL 34785-	INSURERS AFFORDING COVERAGE INSURER A: UNITED FIRE & CASUALTY INSURER B: Bridgefield Employers INSURER C: Lloyds of London INSURER D: INSURER E:	NAIC # 13021 10701

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	60080855	04/06/2009	04/06/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Contractual				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	60080855	04/06/2009	04/06/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY	60080855	04/06/2009	04/06/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$10,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0196-14228GA	04/01/2009	04/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	0830-41708FL	04/01/2009	04/01/2010	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Professional Liab	AQ000690H	07/19/2009	07/19/2010	Each Claim 1,000,000
			/ /	/ /	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER () - (813) 229-2712 Sumter County BOCC 910 N Main Street Suite 201 Bushnell FL 33513-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>J. Keel-Merrill</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ASSIGNMENT AND AMENDMENT OF CONSULTING AGREEMENT
CR 139/462**

This ASSIGNMENT AND AMENDMENT OF CONTRACT is entered into between de la Parte and Gilbert, P.A., Post Office Box 2350, Tampa, Florida (“Assignor”) and Sumter County, Florida (“Assignee” or “County”) with the acceptance and consent of Weigel-Veasey Appraisers, Inc., 2809 Blanding Boulevard, Middleburg, Florida 32068 (“Consultant”).

**WITNESSETH
(RECITALS)**

WHEREAS, Assignor and Consultant entered into an Agreement for Professional Consulting Services (the “Agreement”), which included a defined scope of services on or about October 30, 2008, and;

WHEREAS, Assignor wishes to assign its rights, duties, and all other benefits or burdens of privity with Consultant under the Agreement to Assignee, with the approval of Consultant, and;

WHEREAS, Assignee wishes to amend certain portions of the Agreement with the approval of Consultant.

THEREFORE, in consideration of the foregoing premises, and adopting the recitals above as if stated herein, Assignor, Assignee, and Consultant hereby enter into this Assignment and Amendment of Contract (the “Assignment”) and further state:

1. All professional consulting services required under the Agreement (attached hereto and incorporated herein as Exhibit “A”), Paragraph 1, “Scope of Service”, shall be performed for the County directly, and Consultant shall invoice the County directly, and privity shall from the effective date of this Assignment forward exist between the County and Consultant. Assignor assigns all rights, duties and benefits of the Agreement to the County, and is hereby relieved of all liabilities associated with the Agreement arising from the date of execution of this Assignment forward.

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the “Miscellaneous” provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. Notwithstanding any other provision of this Assignment and Amendment of Consulting Agreement, the Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provisions of paragraph 7 of the Agreement (Confidential Documents and Information) shall remain in full force and effort and shall apply to communications among and any documents and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate(s) of Insurance: The Consultant shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required by the Agreement are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that insurance coverage will cancel or expire during the period of the Agreement as assigned, the Consultant agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Assignment or the Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

6. Any provision of the original Agreement not addressed by this Assignment shall remain in full force and effect. If any conflict shall arise between the terms of the Agreement and this Assignment, the terms of this Assignment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below and evidence there agreement to its terms through such execution. This Assignment shall become effective upon the date of the last signature provided below, and such date shall be the "Effective Date" of the Assignment.

ATTEST:GLORIA HAYWARD
Sumter County Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
(ASSIGNEE)

Deputy Clerk

Doug Gilpin, Chairman

Date: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

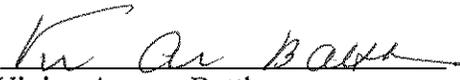
Date: 3/12/10

CONSULTANT

By: 
William R. Weigel, III, MAI, SRA
for Weigel-Veasey Appraisers, Inc.

Date: 3-17-10

DE LA PARTE AND GILBERT, P.A.
(ASSIGNOR)

By: 
Vivian Arenas-Battles

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between de la Parte & Gilbert, P.A., Post Office Box 2350, Tampa, Florida 33601-2350 (the "**Law Firm**"), and Weigel-Veasey Appraisers, Inc., 2809 Blanding Boulevard, Middleburg, Florida 32068 (the "**Consultant**").

WITNESSETH

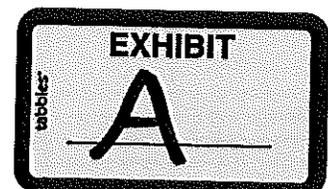
WHEREAS, it is the Law Firm's desire to retain the Consultant to provide professional consulting services, as provided herein; and

WHEREAS, it is the Consultant's desire to provide professional consulting services to the Law Firm, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, the Law Firm and the Consultant, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF SERVICE.** The Law Firm retains the Consultant to provide professional appraisal consulting services on behalf of Sumter County, Florida (the "**County**") concerning its proposed improvements associated with the County Road 139/462 project. The scope of said professional consulting services include but are not limited to preparation of appraisal reports and are set forth in Exhibit "A".
 - (a) The Consultant shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
 - (b) The Consultant shall perform professional consulting services as an independent contractor, and the Consultant shall not be considered an employee or agent of the Law Firm or the County for any purpose. The Consultant shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the Consultant. The Consultant shall comply with all workmen's compensation, employers' liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the Consultant is responsible for paying all income and employment taxes, and the Law Firm shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.
 - (c) The Consultant's work shall be conducted under the supervision of William R. Weigel, III, MAI, SRA, who shall be considered "key personnel" for purposes of this Agreement. If at any time during the term of this Agreement, the Consultant desires a change in supervisory personnel, the Consultant shall first obtain written approval from the Law Firm.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect as of July 8, 2008,



and shall continue until completion of the appraisal reports referenced in Section 1 above.

3. **COMPENSATION AND EXPENSES.** The Law Firm shall pay the Consultant for initial appraisal reports in the amount set forth in the schedule attached hereto as Exhibit "B," for a total amount of \$99,030.00, which total amount includes the fees and costs, if any, of a general contractor sub-consultant, but does not include the fees and costs, if any, of land planning, engineering, and surveying consultants that may be needed on a given parcel. The Law Firm and/or the County shall be entitled to, and responsible for, designating and retaining such land planning, engineering, and surveying consultants of their choice.
4. **PAYMENT OF FEES AND EXPENSES.** The Consultant shall bill the Law Firm upon completion of the appraisal reports. If the Consultant has not violated the terms of this agreement, the Law Firm shall pay all reasonable charges within thirty (30) days of receiving payment from the County. Alternatively, the Law Firm may forward the invoice to the County for direct payment by the County. The Consultant agrees to accept payment directly from the County.
5. **DISCRIMINATION.** The Consultant assures the Law Firm that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Consultant does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the Consultant's employees or applicants for employment. The Consultant understands and agrees that this Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.
6. **TERMINATION.** The Law Firm may terminate this Agreement upon ten (10) days advance written notice to the Consultant. In the event of termination, the Consultant shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the Law Firm. Upon termination, the Consultant shall provide and turn over to the Law Firm all data, exhibits, materials, and analyses prepared up to and including the date of such termination.
7. **CONFIDENTIAL DOCUMENTS AND INFORMATION.**
 - (a) All documents prepared by the Consultant pursuant to this Agreement are prepared by or at the direction of the Law Firm's counsel in preparation for or in anticipation of litigation as contemplated by Section 119.07(3)(n), Florida Statutes.
 - (b) In the course of performing services under this Agreement, it is possible that certain confidential information will be revealed to the Consultant by the Law Firm or the County, or that the Consultant will obtain knowledge of such confidential

information through other sources. The Consultant will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the Law Firm or the County, unless: (a) authorized to do so in writing by the Law Firm or the County, or (b) lawfully compelled to do so by order of a court of competent jurisdiction.

8. **CONFLICTS OF INTEREST.** The Consultant shall decline proffered employment or continued employment by another client if the exercise of its professional consulting services on behalf of the County under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the Consultant from being considered for work on another project or task administered by the County.
9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the Law Firm, the County, and their board members, officers, agents, and employees from and against all claims, damages, losses and expenses, direct or indirect or consequential, including costs, attorney and witness fees and expenses incident thereto which are attributable to bodily and personal injury, sickness, disease, death, or damage to property arising out of or in connection with, the negligent acts or omissions provided by the Consultant, its employees, or agents.
10. **INSURANCE.** The Consultant shall, at its sole cost and expense, at all times during this Agreement, maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by personal liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of the Consultant or its employees in its performance of this Agreement.
11. **MISCELLANEOUS.**
 - (a) The Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
 - (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Law Firm, the County, or the Consultant.
 - (c) The Consultant shall not sublet, assign, or transfer any appraisal work under this Agreement without the Law Firm's prior written consent.
 - (d) No changes or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.

writing and signed by all the parties hereto.

- (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

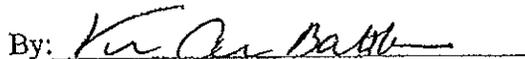
CONSULTANT

Date: 10/23/08

By: 
William R. Weigel, III, MAI, SRA
Weigel-Veasey Appraisers, Inc.

LAW FIRM

Date: 10-30-08

By: 
Vivian Arenas-Battles

SCOPE OF APPRAISAL WORK

DATE: July 1, 2008
PROJECT: County Roads 139, 462 and 466A

Parcel No. 1/G05Q=013 is a vacant site, which is part of a larger mixed-use ownership. The proposed taking is 10' strip along CR 462. For appraisal purposes, an abbreviated parent tract will be analyzed, consistent with adjacent parcels. Only land and affected site improvements (if any) will be appraised. No sub-consultants should be needed.

Parcel No. 2/G05Q=003 is a residentially improved site, which is part of a larger mixed-use ownership. The proposed taking is 10' strip along CR 462. For appraisal purposes, an abbreviated parent tract will be analyzed, consistent with adjacent parcels. Only land and affected site improvements (if any) will be appraised. A treed buffer may need to be replaced via cost to cure. No sub-consultants should be needed.

Parcel No. 3/G05Q=002 is a residentially improved site, which is part of a larger mixed-use ownership. The proposed taking is 10' strip along CR 462. For appraisal purposes, an abbreviated parent tract will be analyzed, consistent with adjacent parcels. Only land and affected site improvements (if any) will be appraised. A treed buffer may need to be replaced via cost to cure. No sub-consultants should be needed.

Parcel No. 4/G05Q=001 is a residentially improved site, which is part of a larger mixed-use ownership. The proposed taking is 10' strip along CR 462. For appraisal purposes, an abbreviated parent tract will be analyzed, consistent with adjacent parcels. Only land and affected site improvements (if any) will be appraised. No sub-consultants should be needed.

Parcel No. 5/G05=137 is a residentially improved site, which is part of a larger mixed-use ownership. The proposed taking is 10' strip along CR 462 along with a corner clip at the intersection with CR 466A. For appraisal purposes, an abbreviated parent tract will be analyzed, consistent with adjacent parcels. The strip take along CR 139 could impact the improvements, due to the reduction in setbacks. Therefore, a before and after appraisal will be necessary. No sub-consultants should be needed.

Parcel No. 8/G05=155 is fenced pasture with several large oaks. The proposed taking is a 42.98' strip along CR 139 along with a corner turn radius at the intersection with CR142. It is a larger acreage parcel and more than likely has a residential highest and best use. The take impacts boundary fencing, which will be replaced via a cost to cure. Only land and affected site improvements will be appraised. No sub-consultants should be needed.

Parcel Nos. 9 and 11/G05=154 and 157 are two contiguous parcels, being mostly fenced pasture at the central and southend and an improved residential homesite at the northend adjacent to the intersection of CR 139 and CR 142. The proposed taking is a 43.85±' strip along CR 139 along with a corner turn radius at the intersection with CR142. In all likelihood, the parcel will have a split H/B Use as a residential home site and the balance being residential acreage with perimeter fencing. The single-family residence sets back approximately 80' and has a treed/landscaped

EXHIBIT A

PAGE 1 OF 4

buffer and possible sprinkler system that will be acquired on the homesite and perimeter fencing on the south/central portion of the ownership. As a result of the setback reduction to the residence, severance damages may occur. In addition, a cost to cure will be necessary to replace the buffer, possible sprinkler system to the homesite and perimeter fencing on the south/central portion of the remainder. Therefore, a before and after appraisal will be necessary along with a General Contractor for items in take and cure.

Parcel No. 10/G05=151 is an improved residential homesite along CR 139. The proposed taking is a 43.6±' strip along CR 139. The single-family residence sets back approximately 74' and has a treed/landscaped buffer, possible sprinkler system and perimeter fencing that will be acquired. As a result of the setback reduction to the residence, severance damages may occur. In addition, a cost to cure may be necessary to replace the buffer, possible sprinkler system and perimeter fencing. Therefore, a before and after appraisal will be necessary along with a General Contractor for items in take and cure.

Parcel No. 12/G05=135 is an improved residential homesite at the northwest corner of CR 144 and 139. The proposed taking is a 45±' strip along CR 139. The single-family residence sets back approximately 135' and has a treed/landscaped buffer and paved driveway that will be acquired. The residence will setback 90± feet after the take and should be unaffected. However, a cost to cure may be necessary to replace the buffer. Only land and affected site improvements will be appraised. No sub-consultants should be needed.

Parcel No. 13/G08=001 is an improved residential homesite at the southwest corner of CR 144 and 139. However, it appears the improvements have reached the end of the economic life and are abandoned. The proposed taking is a 45±' strip along CR 139. The sets back approximately 69' and there are numerous trees and overgrowth that will be acquired. Considering the condition of the house, no severance damages should occur. Therefore, a cost to cure should not be necessary. Only land and affected site improvements will be appraised. No sub-consultants should be needed.

Parcel No. 14/G08=003 is an unimproved residential parcel. The proposed taking is a 43±' strip along CR 139. The take impacts several trees and overgrowth. Only land and affected site improvements will be appraised. No sub-consultants should be needed.

Parcel No. 20/G09=006 is an unimproved residential parcel, with the exception of a dirt driveway that provides access to an adjoining residence lying several hundred feet off CR 139. The proposed taking is a 25±' strip along CR 139. The take appears to be mostly grass and a few trees. Only land and affected site improvements will be appraised. No sub-consultants should be needed.

Parcel No. 21/G09=072 is an improved residential homesite along CR 139. The proposed taking is a 21±' strip along CR 139. The single-family residence sets back approximately 58' and has grass, several trees/shrubs, possible sprinkler system and concrete drives that will be acquired. As a result of the front setback reduction to the residence, severance damages may occur. In addition, a cost to cure may be necessary to replace the shrubs and possible sprinkler system.

EXHIBIT A
PAGE 2 OF 4

Therefore, a before and after appraisal will be necessary along with a General Contractor for items in take and cure.

Parcel No. 22/G09=050 is an improved residential homesite at the southeast corner of CR 144 and 139. The proposed taking is a 20±' strip along CR 139 along with a corner radius. The single-family residence sets back approximately 101' and has a partially treed/landscaped buffer, dirt driveway and possible sprinkler system that will be acquired. The residence will setback 81± feet after the take and should be unaffected. However, a cost to cure may be necessary to replace the buffer, re-align or relocate the driveway and modify the possible sprinkler system. Only land and affected site improvements will be appraised and a General Contractor will be needed for items in take and cure.

Parcel No. 23/G04=011 is an improved residential homesite at the northeast corner of CR 144 and 139. The proposed taking is a 16±' strip along CR 139 and 11' partially along CR 144. The single-family residence sets back approximately 156' and has a treed/landscaped buffer, possible sprinkler system, paved driveways and fencing that will be acquired. The residence will setback 140± feet after the take and should be unaffected. However, a cost to cure may be necessary to replace the buffer, possible sprinkler system and fence. Only land and affected site improvements will be appraised and a General Contractor will be needed for items in take and cure.

Parcel No. 24/G04=018 is an improved residential homesite along CR 139. The proposed taking is a 16.5±' strip along CR 139. The single-family residence sets back approximately 75' and has landscaping, possible sprinkler system and paved driveway that will be acquired. The residence will setback 58± feet after the take and should be unaffected. However, a cost to cure may be necessary to replace the buffer and possible sprinkler system. Only land and affected site improvements will be appraised and no sub-consultants should be needed.

Parcel No. 25/G04=048 is an improved residential homesite along CR 139. The proposed taking is a 17±' strip along CR 139. The single-family residence sets back approximately 76' and has grass, possible sprinkler system, perimeter fencing and dirt driveway that will be acquired. The residence will setback 59± feet after the take and should be unaffected. However, a cost to cure may be necessary to replace the fence and possible sprinkler system. Only land and affected site improvements will be appraised and no sub-consultants should be needed.

Parcel No. 26/G04=030 is an improved mobile-home site along CR 139. The proposed taking is a 17.5±' strip along CR 139. The residence sets back approximately 115' and has treed/landscaped buffer, possible sprinkler system, perimeter fencing and dirt driveway that will be acquired. The residence will setback 97.5± feet after the take and should be unaffected. However, a cost to cure may be necessary to replace the treed buffer, fence and possible sprinkler system. Only land and affected site improvements will be appraised and no sub-consultants should be needed.

Parcel No. 27/G04=010 is an improved residential homesite at the southeast corner of CR 142 and 139. The proposed taking is a 17.5±' strip along CR 139 and 20±' strip partially along CR 142. The single-family residence sets back approximately 110' and has a treed/landscaped

EXHIBIT A

PAGE 3 OF 4

buffer, possible sprinkler system, paved driveways and fencing that will be acquired. After the take, the residence will setback 91± feet from CR 139 and 30± from CR 142. As a result of the side setback reduction to the residence, severance damages may occur. Also, a cost to cure may be necessary to replace the buffer, possible sprinkler system, driveway and fence. Therefore, a before and after appraisal will be necessary along with a General Contractor for items in the take and cure.

Parcel No. 28/G04=05 is an improved residential homesite at the corner of CR 142 and 139 with access via CR 142. The proposed taking is a 26± strip along CR 139 and 20±' strip partially along CR 142. The single-family residence sets back approximately 125' from CR 139 and 35' from CR 142 (entrance/driveways). As a result of the setback reduction to the residence along CR 142 and driveway impacts, severance damages may occur. Also, a cost to cure may be necessary to replace the buffer, driveways and possible sprinkler system. Therefore, a before and after appraisal will be necessary along with a General Contractor for items in the take and cure.

Parcel No. 31/G05=153 is an improved residential homesite along CR 466A. The proposed taking is an 18±' to 25±' strip along CR 466A. The single-family residence sets back approximately 175' and has partially treed/landscaped buffer, possible sprinkler system and paved driveway that will be acquired. The residence will setback 155± feet after the take and should be unaffected. The site may have a Highest and Best use of commercial and the improvements could be an interim use. However, a cost to cure may be necessary to replace the buffer and possible sprinkler system. Only land and affected site improvements will be appraised and a General Contractor will be needed for items in take and cure.

Parcel No. 32 is an improved residential homesite along CR 466A. The proposed taking is a small triangular parcel in the northeast corner along CR 466A. The single-family residence sets back approximately 155' and has partially treed/landscaped buffer, possible sprinkler system and two paved driveways along the frontage. The take should only impact grass, sprinkler system and driveways. The residence will setback 150± feet after the take and should be unaffected. The site may have a Highest and Best use of commercial and the improvements may be an interim use. However, a cost to cure may be necessary to replace modify the possible sprinkler system. Only land and affected site improvements will be appraised. No sub-consultants should be needed.

Parcel No. 33/G04=006 is currently a large residential homesite. The perimeter is fenced and located at the corner of CR 139 and 466A. The parcel is part of a larger parcel that has a mixed-use potential. The proposed taking is a small triangle at the corner that impacts boundary fencing, which may be an interim use and need replacing via a cost to cure. Only land and affected site improvements will be appraised. No sub-consultants should be needed.

No Land Planning or Engineering services appear to be needed at this time. WVA's should be able to address any of these issues/services.

EXHIBIT A
PAGE 4 OF 4

EXHIBIT C - FEES AND SCOPE

County Roads 139, 482 and 465A

PROJECT NAME:

DATE: 1-Jul-08

COUNTY: Sumter

Original Appraisals

DESCRIPTION OF SERVICES:

NAME OF CONSULTANT: Weigel-Weasby Appraisers, Inc.

PARCEL NUMBER	TAX ID. #	PROP. TYPE	APPRAISAL FEE	SUBTOTAL	#PLANNING SERVICES CO. NAME	#ARCHENGIN SERVICES CO. NAME	#SURVEY SERVICES CO. NAME	GENERAL CONTRACTOR Barnes Dev.	DELIVERY FROM RECEIPT OF NTP	TOTAL PARCEL FEE
1	G05Q=013	UVHP	\$2,750.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$2,750.00
2	G05Q=003	UIHP	\$3,250.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,250.00
3	G05Q=002	UIHP	\$3,250.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,250.00
4	G05Q=001	UIHP	\$3,250.00		\$0.00	\$0.00	\$0.00	\$0.00	75 Days	\$6,500.00
5	G05=137	UIHP	\$6,500.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,500.00
8	G05=155	UVHP	\$3,500.00		\$0.00	\$0.00	\$0.00	\$240.00	75 Days	\$9,240.00
9 & 11	G05=154/157	UIHP	\$9,000.00		\$0.00	\$0.00	\$0.00	\$240.00	75 Days	\$6,740.00
10	G05=151	UIHP	\$6,500.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,250.00
12	G05=135	UIHP	\$3,250.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,000.00
13	G08=001	UIHP	\$3,000.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$2,750.00
14	G08=003	UVHP	\$2,750.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,000.00
20	G08=006	UIHP	\$3,000.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$2,750.00
21	G09=072	UIHP	\$6,500.00		\$0.00	\$0.00	\$0.00	\$240.00	60 Days	\$6,740.00
22	G09=050	UIHP	\$3,500.00		\$0.00	\$0.00	\$0.00	\$240.00	45 Days	\$3,740.00
23	G04=011	UIHP	\$4,000.00		\$0.00	\$0.00	\$0.00	\$240.00	45 Days	\$4,240.00
24	G04=018	UIHP	\$3,250.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,250.00
25	G04=048	UIHP	\$3,250.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,250.00
26	G04=030	UIHP	\$3,250.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,250.00
27	G04=010	UIHP	\$6,500.00		\$0.00	\$0.00	\$0.00	\$360.00	75 Days	\$6,860.00
28	G04=050	UIHP	\$5,500.00		\$0.00	\$0.00	\$0.00	\$480.00	75 Days	\$6,980.00
31	G05=153	UIHP	\$3,000.00		\$0.00	\$0.00	\$0.00	\$240.00	45 Days	\$3,240.00
32	G05=121	UIHP	\$3,000.00		\$0.00	\$0.00	\$0.00	\$0.00	45 Days	\$3,000.00
33	G04=006	UIHP	\$4,000.00		\$0.00	\$0.00	\$0.00	\$0.00	60 Days	\$4,000.00
TOTAL FEE										\$96,750.00
TOTAL FEE										\$99,030.00

KEY: Property Type: [R]=Rural, [U]=Urban, [V]=Vacant, [I]=Improved, [P]=Residential, [B]=Business, [A]=Agriculture, [F]=Factory/Industrial, [O]=Other, [P]=Partial, [W]=Whole Take

EXHIBIT B
PAGE 1 OF 1

PRODUCER PROFESSIONAL LIABILITY SERVICES 1250 S. HIGHWAY 17-92 LAKE CENTER SUITE 110 LONGWOOD, FL 32750	THIS IS TO CERTIFY AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	

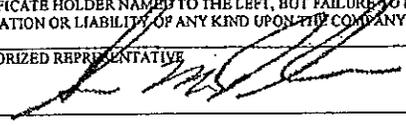
INSURED WEIGEL-VEASEY APPRAISERS, INC. 2809 BLANDING BLVD MIDDLEBURG, FL 32068	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">COMPANY LETTER</td> <td style="width:5%;">A</td> <td style="width:85%;">C.N.A. INSURANCE COMPANY</td> </tr> <tr> <td>COMPANY LETTER</td> <td>B</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>C</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>D</td> <td></td> </tr> <tr> <td>COMPANY LETTER</td> <td>E</td> <td></td> </tr> </table>	COMPANY LETTER	A	C.N.A. INSURANCE COMPANY	COMPANY LETTER	B		COMPANY LETTER	C		COMPANY LETTER	D		COMPANY LETTER	E	
COMPANY LETTER	A	C.N.A. INSURANCE COMPANY														
COMPANY LETTER	B															
COMPANY LETTER	C															
COMPANY LETTER	D															
COMPANY LETTER	E															

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REPRODUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LGTS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTORS PROT.				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP/ACC.	\$
					PERSONAL & ADV. INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any cos fire)	\$
					MED. EXPENSE (Any cos persn)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYEE'S LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
A	OTHER PROFESSIONAL LIABILITY INSURANCE	RNP 27604423710	01/21/10	02/21/11	\$1,000,000 / \$1,000,000	\$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER Sumter County BOCC 910 N. Main Street, Suite 201 Bushnell, FL 33513	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Weigle-Veasey Appraisers Inc.				
ADDRESS OF NAMED INSURED: 2809 Blanding Blvd. Middleburg, FL 32068-6336				
POLICY NUMBER	234 1439-A02-59	161 2337-D03-59F	038 3190-E09-59G	
EFFECTIVE DATE OF POLICY	01/02/10-07/02/10	10/03/09-04/03/10	11/09/09-05/09/10	
DESCRIPTION OF VEHICLE (Including VIN)	03 Ford Excursion Sport Wgn Vin# 24250	03 LINCOLN TOWN CAR Vin# 97	04 FORD EXPEDITION Vin# 17982	
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury				
Each Person	1,000,000			
Each Accident	1,000,000			
b. Property Damage				
Each Accident	1,000,000			
c. Bodily Injury & Property Damage Single Limit				
Each Accident		1,000,000	1,000,000	
PHYSICAL DAMAGE COVERAGES				
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

AGENT

6178

03/18/10

Signature of Authorized Representative

Title

Agent's Code Number

Date

Name and Address of Certificate Holder

Name and Address of Agent

Sumter County BOCC
910 N. Main Street Suite 201
Bushnell, FL 33513

Richard Morris
2067 Palmetto St.
Middleburg, FL 32068

**ASSIGNMENT AND AMENDMENT OF CONSULTING AGREEMENT
CR 468 Turnpike**

This ASSIGNMENT AND AMENDMENT OF CONTRACT is entered into between de la Parte and Gilbert, P.A., Post Office Box 2350, Tampa, Florida (“Assignor”) and Sumter County, Florida (“Assignee” or “County”) with the acceptance and consent of Weigel-Veasey Appraisers, Inc., 2809 Blanding Boulevard, Middleburg, Florida 32068 (“Consultant”).

**WITNESSETH
(RECITALS)**

WHEREAS, Assignor and Consultant entered into an Amended Agreement for Professional Consulting Services (the “Agreement”), which included a defined scope of services on or about October 30, 2007, and;

WHEREAS, Assignor wishes to assign its rights, duties, and all other benefits or burdens of privity with Consultant under the Agreement to Assignee, with the approval of Consultant, and;

WHEREAS, Assignee wishes to amend certain portions of the Agreement with the approval of Consultant.

THEREFORE, in consideration of the foregoing premises, and adopting the recitals above as if stated herein, Assignor, Assignee, and Consultant hereby enter into this Assignment and Amendment of Contract (the “Assignment”) and further state:

1. All professional consulting services required under the Agreement (attached hereto and incorporated herein as Exhibit “A”), Paragraph 1, “Scope of Service”, shall be performed for the County directly, and Consultant shall invoice the County directly, and privity shall from the effective date of this Assignment forward exist between the County and Consultant. Assignor assigns all rights, duties and benefits of the Agreement to the County, and is hereby relieved of all liabilities associated with the Agreement arising from the date of execution of this Assignment forward.

2. All provisions and paragraphs of the Agreement accruing to the benefit or burden of the Assignor, including but not limited to Effective Date and Term, Compensation, Discrimination, Termination, and the “Miscellaneous” provisions of paragraph 11 of the Agreement shall now solely benefit or burden the County.

3. Notwithstanding any other provision of this Assignment and Amendment of Consulting Agreement, the Assignors, as legal representative of the County, may continue to provide assignments to the Consultant whose work shall be under the direction of the Assignor in preparation for or in anticipation of litigation, as contemplated by Section 119.07(3)(n), Florida Statutes, the attorney client privilege, and the work product doctrine. The provisions of paragraph 7 of the Agreement (Confidential Documents and Information) shall remain in full force and effort and shall apply to communications among and any documents and information exchanged among the Assignor, the County, and the Consultant.

4. Certificate(s) of Insurance: The Consultant shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required by the Agreement are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that insurance coverage will cancel or expire during the period of the Agreement as assigned, the Consultant agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect. The County shall, in its sole discretion, determine if the amount of coverages, limits and endorsements carried by Consultant is sufficient and to the County's satisfaction.

5. Governing Law All questions, issues or disputes arising out of or under this Assignment or the Agreement shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Consultant to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Consultant to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Assignment or the Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Consultant waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Consultant hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

6. Any provision of the original Agreement not addressed by this Assignment shall remain in full force and effect. If any conflict shall arise between the terms of the Agreement and this Assignment, the terms of this Assignment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below and evidence there agreement to its terms through such execution. This Assignment shall become effective upon the date of the last signature provided below, and such date shall be the "Effective Date" of the Assignment.

ATTEST:GLORIA HAYWARD
Sumter County Clerk

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
(ASSIGNEE)

Deputy Clerk

Doug Gilpin, Chairman

Date: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

Date: 3/12/10

CONSULTANT

By: 
William R. Weigel, III, MAI, SRA
for Weigel-Veasey Appraisers, Inc.

Date: 3-17-10

DE LA PARTE AND GILBERT, P.A.
(ASSIGNOR)

By: 
Vivian Arenas-Battles

AMENDED AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into by and between de la Parte & Gilbert, P.A., Post Office Box 2350, Tampa, Florida 33601-2350 (the "**Law Firm**"), and Weigel-Veasey Appraisers, Inc., 2809 Blanding Boulevard, Middleburg, Florida 32068 (the "**Consultant**").

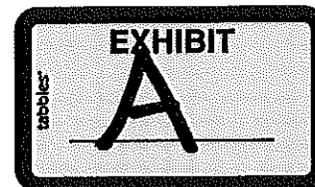
WITNESETH

WHEREAS, it is the Law Firm's desire to retain the Consultant to provide professional consulting services, as provided herein; and

WHEREAS, it is the Consultant's desire to provide professional consulting services to the Law Firm, as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, the Law Firm and the Consultant, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF SERVICE.** The Law Firm retains the Consultant to provide professional appraisal consulting services on behalf of Sumter County, Florida (the "**County**") concerning its proposed improvements associated with the County Road 468/Turnpike project. The scope of said professional consulting services include but are not limited to preparation of appraisal reports.
 - (a) The Consultant shall perform these services with due diligence, to the best of its ability and in a professional and competent manner.
 - (b) The Consultant shall perform professional consulting services as an independent contractor, and the Consultant shall not be considered an employee or agent of the Law Firm or the County for any purpose. The Consultant shall have sole authority to control the means and methods necessary to perform services under this Agreement. In this regard, the Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed by the Consultant. The Consultant shall comply with all workmen's compensation, employers' liability and other federal, state, and local laws required of an employer performing services as herein contemplated. Furthermore, the Consultant is responsible for paying all income and employment taxes, and the Law Firm shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.
 - (c) The Consultant's work shall be conducted under the supervision of William R. Weigel, III, MAI, SRA, who shall be considered "key personnel" for purposes of this Agreement. If at any time during the term of this Agreement, the Consultant desires a change in supervisory personnel, the Consultant shall first obtain written approval from the Law Firm.



2. **EFFECTIVE DATE AND TERM.** This Agreement shall take effect as of September 28, 2007, and shall continue until completion of the appraisal reports referenced in Section 1 above.
3. **COMPENSATION AND EXPENSES.** The Law Firm shall pay the Consultant for initial appraisal reports in the amount set forth in the schedule attached hereto as "Exhibit A," for a total amount of \$67,375.00, which total amount includes the fees and costs, if any, of a general contractor sub-consultant, but does not include the fees and costs, if any, of land planning, engineering, and surveying consultants that may be needed on a given parcel. The Law Firm and/or the County shall be entitled to, and responsible for, designating and retaining such land planning, engineering, and surveying consultants of their choice.
4. **PAYMENT OF FEES AND EXPENSES.** The Consultant shall bill the Law Firm upon completion of the appraisal reports. If the Consultant has not violated the terms of this agreement, the Law Firm shall pay all reasonable charges within thirty (30) days of receiving payment from the County. Alternatively, the Law Firm may forward the invoice to the County for direct payment by the County. The Consultant agrees to accept payment directly from the County.
5. **DISCRIMINATION.** The Consultant assures the Law Firm that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Consultant does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the Consultant's employees or applicants for employment. The Consultant understands and agrees that this Agreement is conditioned upon the veracity of this provision. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This provision shall be interpreted to include Vietnam Era Veterans and Handicapped persons within this protective range of applicability.
6. **TERMINATION.** The Law Firm may terminate this Agreement upon ten (10) days advance written notice to the Consultant. In the event of termination, the Consultant shall immediately cease work hereunder and shall be compensated for billable hours of service rendered to the time of such termination and reimbursement for eligible and documented reimbursable expenses incurred prior to the date of termination, as approved by the Law Firm. Upon termination, the Consultant shall provide and turn over to the Law Firm all data, exhibits, materials, and analyses prepared up to and including the date of such termination.
7. **CONFIDENTIAL DOCUMENTS AND INFORMATION.**
 - (a) All documents prepared by the Consultant pursuant to this Agreement are prepared by or at the direction of the Law Firm's counsel in preparation for or in anticipation of litigation as contemplated by Section 119.07(3)(n), Florida Statutes.
 - (b) In the course of performing services under this Agreement, it is possible that

certain confidential information will be revealed to the Consultant by the Law Firm or the County, or that the Consultant will obtain knowledge of such confidential information through other sources. The Consultant will maintain the confidentiality of, and will not release or allow access to, or provide any information relating to, documents or materials which are designated as confidential by the Law Firm or the County, unless: (a) authorized to do so in writing by the Law Firm or the County, or (b) lawfully compelled to do so by order of a court of competent jurisdiction.

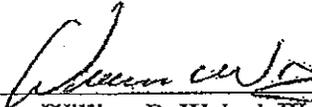
8. **CONFLICTS OF INTEREST.** The Consultant shall decline proffered employment or continued employment by another client if the exercise of its professional consulting services on behalf of the County under Section 1 of this Agreement will be or is likely to be adversely affected by the acceptance of such proffered employment or the continuation of such employment. However, nothing herein shall disqualify the Consultant from being considered for work on another project or task administered by the County.
9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the Law Firm, the County, and their board members, officers, agents, and employees from and against all claims, damages, losses and expenses, direct or indirect or consequential, including costs, attorney and witness fees and expenses incident thereto which are attributable to bodily and personal injury, sickness, disease, death, or damage to property arising out of or in connection with, the negligent acts or omissions provided by the Consultant, its employees, or agents.
10. **INSURANCE.** The Consultant shall, at its sole cost and expense, at all times during this Agreement, maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by personal liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of the Consultant or its employees in its performance of this Agreement.
11. **MISCELLANEOUS.**
 - (a) The Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the best practices of his or her profession.
 - (b) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Law Firm, the County, or the Consultant.
 - (c) The Consultant shall not sublet, assign, or transfer any appraisal work under this Agreement without the Law Firm's prior written consent.

- (d) No changes or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto.
- (e) In the event it becomes necessary for any party to this Agreement to institute litigation concerning this Agreement against another party to this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and costs incurred by the prevailing party through appellate proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

CONSULTANT

Date: 10/26/07

By: 
William R. Weigel, III, MAI, SRA
Weigel-Veasey Appraisers, Inc.

LAW FIRM

Date: 10/30/2007

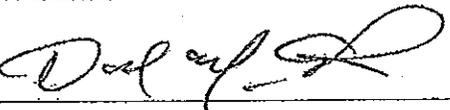
By: 
David M. Caldevilla

EXHIBIT "A"
FEE PROPOSAL SUMMARY

PARCEL NUMBER	DELIVERY DAYS FROM JUNE 14, 2007	TYPE OF TAKE	TYPE OF REPORT	BEFORE AND AFTER	APPRAISAL FEE SUBTOTAL	GENERAL CONTRACTOR Barnes	TOTAL PARCEL FEE
1	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
2 (NV)	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
2 (SV)	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
3 (NV)	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
3 (SV)	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
4 (NV)	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
4 (SV)	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
5	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
6	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
7	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
8	65	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
9	65	Whole	Summary	NO	\$5,000.00	\$275.00	\$5,275.00
10	30	Whole	Summary	NO	\$5,000.00	\$175.00	\$5,175.00
				TOTAL	\$65,000.00	\$2,375.00	\$67,375.00

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder WEIGEL, WILLIAM R & VEASEY, JOHN DBA WEIGEL/VEASEY APPRAISERS
 Address of policyholder 2809 BLANDING BLVD MIDDLEBURG, FL 32068-6336
 Location of operations SAME
 Description of operations Appraisers

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
98-02-0885-0 B This insurance includes:	Comprehensive Business Liability	01/13/10	01/13/11	BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other			Each Occurrence \$ Aggregate \$
98-BF-B107-4 F	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
		05/07/09	05/07/10	Each Accident \$ 100,000 Disease - Each Employee \$ 100,00 Disease - Policy Limit \$ 500,000
POLICY NUMBER	TYPE OF INSURANCE	Effective Date	Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
 Sumter County BOCC
 910 N. Main Street Suite 201
 Bushnell, FL 33513

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 10 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative
 AGENT _____ 03/18/10
 Title _____ Date
 Richard Morris
 Agent Name
 Telephone Number (904) 282-9898

Agent's Code Stamp
 Agent Code 6178
 AFO Code 349

PRODUCER PROFESSIONAL LIABILITY SERVICES 1250 S. HIGHWAY 17-92 LAKE CENTER SUITE 110 LONGWOOD, FL 32750	THIS IS TO CERTIFY AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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INSURED WEIGEL-VEASEY APPRAISERS, INC. 2809 BLANDING BLVD MIDDLEBURG, FL 32068	COMPANIES AFFORDING COVERAGE
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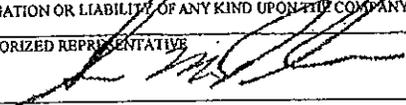
COMPANY LETTER	A	C.N.A. INSURANCE COMPANY
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REPRODUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTORS PROT.				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP/AGG.	\$
					PERSONAL & ADV. INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYEE'S LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
A	OTHER PROFESSIONAL LIABILITY INSURANCE	RNP 27604423710	01/21/10	02/21/11	\$1,000,000 / \$1,000,000	\$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER Sumter County BOCC 910 N. Main Street, Suite 201 Bushnell, FL 33513	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE




CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Weigle-Veasey Appraisers Inc.						
ADDRESS OF NAMED INSURED: 2809 Blanding Blvd. Middleburg, FL 32068-6336						
POLICY NUMBER	234 1439-A02-59	161 2337-D03-59F	038 3190-E09-59G			
EFFECTIVE DATE OF POLICY	01/02/10-07/02/10	10/03/09-04/03/10	11/09/09-05/09/10			
DESCRIPTION OF VEHICLE (Including VIN)	03 Ford Excursion Sport Wgn Vin# 24250	03 LINCOLN TOWN CAR Vin# 97	04 FORD EXPEDITION Vin# 17982			
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY						
a. Bodily Injury						
Each Person	1,000,000					
Each Accident	1,000,000					
b. Property Damage						
Each Accident	1,000,000					
c. Bodily Injury & Property Damage Single Limit						
Each Accident		1,000,000	1,000,000			
PHYSICAL DAMAGE COVERAGES						
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

	AGENT	6178	03/18/10
Signature of Authorized Representative	Title	Agent's Code Number	Date
Name and Address of Certificate Holder	Name and Address of Agent		
Sumter County BOCC 910 N. Main Street Suite 201 Bushnell, FL 33513	Richard Morris 2067 Palmetto St. Middleburg, FL 32068		

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage.
 Request Certificate Holder to be added as an Additional Insured.