

**DRAFT AGREEMENT BETWEEN
POLK COUNTY, FLORIDA
AND
POLK COUNTY TPO
WAIVER OF CONFLICT OF INTEREST**

THIS AGREEMENT is by and between Polk County, Florida, a political subdivision of the State of Florida, hereinafter the "COUNTY," and the Polk County Transportation Planning Organization, hereinafter the "TPO," or his/her successor.

WHEREAS, the TPO desires that the Polk County Office of the County Attorney provide legal services to the TPO and the County Attorney is willing and able to provide such services; and

WHEREAS, the County Attorney is appointed by the County Commission and is responsible for providing legal advice and services to the COUNTY and other constitutional officers on as-needed bases; and

WHEREAS, the COUNTY and the TPO agree and acknowledge that although the interests of each party are generally consistent, it is recognized and understood that differences may exist or become evident during the course of the legal representation; and

WHEREAS, notwithstanding these possibilities, both parties have determined that it is in their individual and mutual best interests to have a single legal office represent them; and

WHEREAS, Rule 4-1.7 of the Rules Regulating the Florida Bar provides that an attorney must not represent a client in the same or similar matter if such representation could be directly adverse to another client or there is risk that representation of one client will be materially limited by attorney's responsibilities to another client, unless a waiver is obtained.

NOW, THEREFORE, IN CONSIDERATION of the mutual understandings, terms, and conditions set forth, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Waiver.** Despite any potential or actual conflict of interest which may exist now or in the future, the COUNTY and the TPO consents to the Polk County Office of the County Attorney simultaneously representing both the COUNTY and the TPO. The COUNTY and the TPO hereby agree to waive any conflict of interest that may arise, including any conflict that may have arisen in the drafting of this Agreement. The parties agree that such services do not include advising or representing the TPO or employees of the TPO in their individual capacities. It is further understood and agreed that the County Attorney and the other attorneys within the County Attorney's Office may freely convey necessary information provided by one party to the other party.
3. **Withdraw.** Nothing herein shall prohibit the TPO from employing separate legal

counsel for specific needs when deemed necessary and appropriate by the TPO. The parties hereby agree that in the event of a dispute between the COUNTY and the TPO, or where provision of such services would be in violation of the Rules Regulating the Florida Bar, the Polk County Office of the County Attorney shall withdraw from representing the TPO.

4. **Effective Date and Termination.** This Agreement shall commence upon its execution by the COUNTY (“Effective Date”) and shall remain in effect until terminated by either party as provided herein. Either party may immediately terminate this Agreement with or without cause by providing notice to the other party. In the event the TPO, or any successor TPO that may be elected or appointed, no longer wants to obtain the services of the Polk County Office of County Attorney, the TPO, or successor, will provide written notice to the County Attorney. Upon notice of termination, this Agreement will be considered terminated and the Polk County Office of the County Attorney will be relieved from representation of the TPO, or his/her successor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

BY: _____
Deputy Clerk

BY: _____
Martha Santiago, Ed. D. Chair

Date _____

Reviewed as to form and legal sufficiency

County Attorney’s Office

Polk County TPO

ATTEST:

Ryan Kordek, TPO Director

Mayor Sara Roberts McCarley, Chair

Date: _____