

**AGREEMENT BETWEEN  
POLK COUNTY, FLORIDA  
AND  
POLK COUNTY CLERK OF COURTS  
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 Clerk of the Circuit Court & Comptroller, hereinafter the "CLERK OF COURTS," or his/her successor.

**WHEREAS**, the CLERK OF COURTS desires that the Polk County Office of the County Attorney provide legal services to the CLERK OF COURTS 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 CLERK OF COURTS 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 CLERK OF COURTS consents to the Polk County Office of the County Attorney simultaneously representing both the COUNTY and the CLERK OF COURTS. The COUNTY and the CLERK OF COURTS 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 CLERK OF COURTS or employees of the CLERK OF COURTS 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 CLERK OF COURTS from employing separate legal counsel for specific needs when deemed necessary and appropriate by the CLERK OF COURTS. The parties hereby agree that in the event of a dispute between the COUNTY and the CLERK OF COURTS, 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 CLERK OF COURTS.

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 CLERK OF COURTS, or any successor CLERK OF COURTS that may be elected or appointed, no longer wants to obtain the services of the Polk County Office of County Attorney, the CLERK OF COURTS, 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 CLERK OF COURTS, 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 Clerk of the Circuit Court & Comptroller

  
\_\_\_\_\_  
Stacy M. Butterfield, CLERK OF COURTS

Date: 8/13/26