

**CODE ENFORCEMENT ALTERNATE SPECIAL MAGISTRATE AGREEMENT**  
**BETWEEN**  
**POLK COUNTY**  
**AND**  
**BOSWELL & DUNLAP, LLP,**  
**FOR ALTERNATE SPECIAL MAGISTRATE SERVICES**

**THIS AGREEMENT** is made by and between **POLK COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and Boswell and Dunlap, LLP (hereinafter referred to as the “Law Firm”).

**WHEREAS**, Polk County Ordinance 07-058 (as amended, the “Ordinance”), authorizes the County to appoint an alternate special magistrate who has the authority to conduct hearings to determine whether a violation of any code or an ordinance of Polk County has occurred when the Special Magistrate (as defined in the Ordinance) has a conflict or is unavailable for a scheduled code enforcement hearing or an emergency code enforcement hearing; and

**WHEREAS**, subsection 3(c) of the Ordinance requires the alternate special magistrate be an attorney in good standing with the Florida Bar Association, reside in or maintain a place of business within Polk County, and possess an outstanding reputation for business and professional ability, civic pride and community development; and

**WHEREAS**, the County desires to contract with the Law Firm for the services of an alternate special magistrate as further described herein, as such services will inure to the benefit of the citizens of Polk County; and

**WHEREAS**, the stipend provided herein is intended to defray some of the cost and expenses of the Law Firm for providing the services of an alternate special magistrate to Polk County including, without limitation, administrative time, office supplies and overhead of the Law Firm to provide the services of an alternate special magistrate.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Law Firm agree as follows:

1. The Law Firm will provide to the County the services of Jillian Spangler (hereinafter referred to as the “Alternate Special Magistrate”) who: (1) is an attorney in good standing with the Florida Bar Association; (2) resides in and has a place of business within Polk County; (3) possesses an outstanding reputation for business and professional ability, civic pride and community development; and (4) does not hold any other elected or appointed office for Polk County, a political subdivision of the State of Florida.
2. The Alternate Special Magistrate shall perform the duties assigned pursuant to the Ordinance and any other applicable Polk County ordinances. Without limiting the generality of the foregoing, the Alternate Special Magistrate shall strive to issue any written orders following the hearing of a case, as applicable, in a timely manner.
3. The County shall compensate the Law Firm at the rate of one hundred dollars (\$100) per hour for actual time spent at hearings by the Alternate Special Magistrate. Hearings shall mean a hearing set to hear violations of code or ordinances in which an agenda is followed and noticed to the public. The County shall compensate the Law Firm at the rate of one hundred dollars (\$100) per hour, with a cap of three (3) hours per hearing date, for actual time spent by the Alternate Special Magistrate for any task completed outside of the hearing date that is germane to the hearing of a case including, without limitation, the review of the case files, drafting orders and signing of orders. Notwithstanding the above stated cap, the Alternate Special Magistrate shall complete all necessary tasks outside of the hearing to finalize orders for cases at no additional cost to the County. In addition, the County shall compensate the Law Firm up to three (3) hours for code enforcement training hearings which the Alternate Special Magistrate attends for training purposes. Training hearings shall be hearings in which the Alternate Special Magistrate attends the hearing for the purpose of observing hearings in which another Code Enforcement

Special Magistrate appointed by the County is making code enforcement violation determinations or sitting with another Code Enforcement Special Magistrate while the Alternate Special Magistrate makes the determination.

4. The Law Firm agrees to submit billing to the County no later than twenty-one (21) days after a hearing in which Alternate Special Magistrate services have been provided by the Law Firm. The Law Firm agrees to submit billing to the County that contains a faithful recitation of time spent to the nearest tenth of an hour. The Law Firm agrees to include, without limitation, in each invoice submitted to the County pursuant to this Agreement, the code enforcement case number, the name of the property owner, and the date Alternate Special Magistrate services were provided.
5. The Law Firm agrees to maintain a system of bookkeeping and accounting which shall produce an adequate account and record of the services rendered pursuant to this agreement. The County Manager of Polk County, or his designee, shall have the right to inspect and audit such books, accounts and records of the Law Firm to determine their accuracy. If County determines at any time the records of the Law Firm do not allow for a proper audit of the services rendered to County, the County Manager of Polk County shall have the right to specify additional bookkeeping and accounting requirements which are reasonably necessary for a proper audit, and the Law Firm shall implement same.
6. Billing and invoices for reimbursement shall be submitted to:

ATTENTION: Office Manager  
Code Enforcement Unit  
P.O. Box 9005, Drawer CS03  
Bartow, Florida 33830  
Ph.: 863.534.6403

7. The term of this Agreement shall be from the 1st day of July 2025 through completion of the Alternate Special Magistrate term on the 30<sup>th</sup> day of June 2027.

8. The parties deem the services to be provided by the Alternate Special Magistrate are personal in nature and shall not be assigned to other attorneys with the Law Firm without the written consent of the County, in the County's sole discretion.
9. The County or the Law Firm may terminate this Agreement without cause upon 30 days written notice to the other party.
10. This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall lie in Polk County, Florida or in the Federal Middle District of Florida, Tampa Division, as appropriate. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other covenants, conditions or provisions contained herein.
11. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the County and the Law Firm, other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.
12. This Agreement contains all of the terms and provisions agreed upon by the parties. This Agreement supersedes and revokes any agreement between the parties consisting of the same subject matter as this Agreement. Any alterations, variations, amendments, waivers, or modifications must be in writing and duly executed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have set their hands and seals on the day, month, and year written.

**POLK COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
T. R. Wilson, Chairman  
Board of County Commissioners

Date approved by Board: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
County Attorney's Office

**BOSWELL & DUNLAP, LLP**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_